



ERIE COUNTY CLERK

REQUEST FOR PROPOSAL (RFP) TO PROVIDE

Public Service Announcements and/or Revenue Sharing Opportunities for the Erie County Clerk's Office in Return for The Exclusive Right to Air Programing in The Erie County Auto Bureaus and Land Records Office

RFP # 1210VF

April 9, 2012

Christopher L. Jacobs
Erie County Clerk
OLD COUNTY HALL
92 FRANKLIN STREET
BUFFALO, NEW YORK 14202

TO PROVIDE Audio/Video Public Service Information and/or Pre-Approved Advertising on A/V screens within the Erie County Auto Bureaus and Land Records Office.

I. INTRODUCTION

The Erie County Clerks Office operates six main auto bureau locations that are open 5 days a week and have 500,000 customers per year. The average stay at the auto bureaus per customer is 20 minutes. The Clerk's office also has its Land Records Department where all real estate transactions for the County are processed; the Land Records Department has approximately 150,000 visitors per year with an average stay of 20 minutes.

II. All these locations currently have televisions installed and are currently under contract with a vendor to provide Audio/Visual Public Service information and pre-approved advertising in a 10 minute video loop (with the exception of Land Records). This current contract expires November 2012 (Attachment 1 is a list of televisions in each location¹).

The Erie County Clerk seeks proposals to provide a benefit to the County of Erie in return for the exclusive rights to air programing on televisions within these seven (7) locations

Said benefit can be either in the form of financial remuneration (revenue sharing) for pre-approved advertising and/or airing of Public Service Announcements on a television network station. The Clerk is receptive to submissions for pre-approved advertising and/or exclusive airing of a television network station in return for financial remuneration and/or the opportunity for the Clerk's Office to air public service announcements on the bidder's television network.

It is the Clerk's intent to select the proposal that provides the best solution for the County Clerk's Office needs.

The Clerk reserves the right to amend this RFP. The Clerk reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County Clerk's Office. The Clerk reserves the right to request additional information from any proposer. The Clerk reserves the right to award negotiated contracts to one or more proposers. The Clerk reserves the right of approval as to the content of the Audio/Video Public Service Information and Advertising.

These services may be modified during contract negotiations between the Proposer and the Clerk.

This RFP is not intended and shall not be construed to commit the Clerk to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

¹ Some of the televisions presently in use are owned by current contractor and will need to be replaced by County or arrangement with winner of the award.

The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

II. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

The following schedule is for informational purpose only. The Clerk reserves the right to amend this schedule at any time.

Issue RFP:	April 9, 2012
Proposals Due:	May 7, 2012
Selection Made:	14 days following due date
Contract Signed:	Following all necessary County approvals

B. GENERAL PROPOSAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation. The proposal must be in compliance with the format described herein. The proposal shall be prepared on 8 ½ x 11 paper bound on the long side. All pages are to be sequentially numbered. The proposal shall contain a cover letter summarizing key points of the proposal, a project implementation plan and project cost and revenue sharing proposal.
2. One (1) original and (5) copies shall be submitted. Proposals MUST be signed. Unsigned proposals will be rejected.
3. Submission of the proposals shall be directed to:

Christopher L. Jacobs
Erie County Clerk
92 Franklin Street
Buffalo, New York 14202

All proposals must be delivered to the above office on or before May 7, 2012 at 3:00 p.m. Proposals received after the above date and time will not be considered. The Clerk is under no obligation to return proposals.

4. Requests for clarification of this RFP must be written and submitted no later than April 23, 2012

**Hon. Christopher L. Jacobs
Erie County Clerk
92 Franklin Street
Buffalo, New York 14202**

Formal written responses will be distributed by the Clerk's Office on or before April 30, 2012.
NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE CLERK OR

THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.

5. Proposers may be required to give an oral and visual presentation to the Clerk's review committee to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
6. No agreement will be awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County or has failed to satisfactorily perform pursuant to any prior agreement with the County or the County Clerk's Office.

III. SCOPE OF PROFESSIONAL SERVICES REQUIRED

The Erie County Clerk requests qualified persons and firms to submit proposals to provide a benefit to the County of Erie in return for the exclusive right to air programming on its televisions at its six auto bureau locations and one Land Records location. Said benefit can be either in the form of financial remuneration (revenue sharing) for pre-approved advertising and/or airing of Public Service Announcements on a television network station.

Proposers must detail the aforementioned "benefit," making sure to include the amount, timing and value of public service announcements to be received by the Clerk's Office. Preference will be given to airtime offered on Sunday through Wednesday. Preference will also be given to airtime opportunities during news broadcast times.

In terms of the County's PSA messaging, awarded bidders must either produce or pay for production of at least one PSA per quarter during the duration of the agreement.

The Clerk's primary purpose in contracting for this program is to provide important information to the residents of Erie County and/or to generate revenue for the County of Erie.

It is of paramount concern that the advertising that appears does not compromise the County Clerk's Office image in the community. In terms of pre-paid advertising all such advertising will be subject to the Clerk's prior approval. The kinds of space and advertising to be sold under this contract will, therefore, be limited to those specifically approved. Among the restrictions upon the kinds of advertising that will be accepted, the Clerk prohibits all advertising for tobacco, alcohol and related products. In terms of television stations, due to the fact that the auto bureaus hours are daytime and business hours it is the assumption of the Clerk that the programming is appropriate for all ages.

The Clerk reserves the right to ensure that all such advertising is in good taste, is displayed in a safe and professional manner and does not detract from or impair the image or reputation of the Erie County Clerk's Office. Proposer shall adhere to the Guidelines Governing Public advertising.

The Proposer must demonstrate in its proposal that it has the background, experience and technical and management resources required to organize and conduct the services outlines in this RFP.

IV. STATEMENT OF RIGHTS

UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this request for proposals, the proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the Clerk of Erie County and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County through the Clerk of Erie County for the required services;
- by submitting a proposal, the proposer agrees and understands that the County and Clerk of Erie County are not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the Clerk, the County, its elected officials, officers, employees or agents, shall not be binding against the Clerk of Erie County, the County its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority if necessary, and the Office of the Erie County Attorney.
- In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the Clerk reserves the right, and may at his sole discretion, exercise the following rights and options with respect to this Request for Proposals:
 - To reject any or all proposals;
 - To issue amendments to this RFP;
 - To issue additional solicitations for proposals;
 - To waive any irregularities in proposals received after notification to proposers affected;
 - To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
 - To conduct investigations with respect to the qualifications of each proposer;
 - To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
 - To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
 - To select the proposal that best satisfies the interests of the Erie County Clerk's Office and not necessarily on the basis of price or any other single factor;
 - To interview the proposer(s);

- To request or obtain additional information the Clerk deems necessary to determine the ability of the proposer;
 - To modify dates.
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County or Clerk for the expenses of preparation. The County and Clerk assume no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
 - While this is a RFP and not a bid, the Clerk reserves the right to apply the case law under General Municipal Law §103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
 - The County and Clerk are not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals **MUST** arrive at the place specified herein and be time stamped prior to the deadline.

EVALUATION

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The Clerk reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- Proposer's experience to perform the proposed services.
- Proposer's financial ability to provide the services.
- Evaluation of the proposer's revenue sharing plan or in-kind offer of public service time on their television station.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP.
- The proposer's presentation at and the overall results of any interview conducted with the proposer.
- Proposers **MUST** sign the Proposal Certification attached hereto as Schedule "A". Unsigned proposals will be rejected.

- Proposers may be required to give an oral presentation to the Clerk to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County or Clerk. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County or Clerk.

CONTRACT

After selection of the successful proposer, a formal written contract will be prepared by the Clerk in consultation with the County Attorney and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney. **NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE CLERK FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.**

The term of the contract shall be for a no less than 1 year and no more than 5 years. Bidders shall submit their desired contract duration.

INDEMNIFICATION AND INSURANCE

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

“In addition to, and not in limitation of the insurance requirements contained herein the proposer agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Consultant shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Consultant or third parties under the direction or control of the Consultant; and (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in Schedule “B”.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

INTELLECTUAL PROPERTY RIGHTS

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

All deliverables created under this Agreement by the Consultant are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County’s continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

CONFLICT OF INTEREST

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County or the Erie County Clerk’s Office. Further, all proposers must disclose the name of any County or Erie County Clerk employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the Clerk’s Office. The existence of a conflict shall be grounds for termination of a contract.

COMPLIANCE WITH LAWS

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

- a) insert the following notice in the front of its proposal:

“NOTICE

The data on pages ___ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer’s competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

and

- b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page "*** THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.**"

The County and Clerk assume no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the Clerk, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect. (i.e. how much time does the Clerk have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the Proposal date.

SCHEDULE "A"

PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Erie for the required services. The undersigned agrees and understands that the County of Erie is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County of Erie, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Erie and, if necessary, approved by the Erie County Legislature and Erie County Fiscal Stability Authority and the Office of the County Attorney.

It is understood and agreed that the County of Erie reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County of Erie reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Erie is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name

By: _____
Name and Title

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS

County of Erie Standard Insurance Certificate



LAW-1 INS (Rev. 3/06)

This certificate does not amend, extend or alter the coverage afforded by the standard form policies listed below.

I Insured Name _____ Address _____ Zip _____ Phone No. _____	III Companies Affording Coverages A _____ B _____ C _____ D _____
II Issuing Agency Name _____ Address _____ Zip _____ Phone No. _____	

IV This is to certify that the policies listed below have been issued to the insured named above and are in force at this time.

Indicate Type of Insurance By Checking the Box	Policy Number	Effective Date & Expiration	Limits of Liability in Thousands		
			Check the Box	Occurrence	Aggregate
Company Letter - from III above 1. General Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises and Operations <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Contractual <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Explosion, Collapse <input type="checkbox"/> Underground Hazard			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage OR <input type="checkbox"/> Combined Single Limit		
2. Automobile Liability <input type="checkbox"/> Comprehensive Form OR <input type="checkbox"/> Schedule Form <input type="checkbox"/> owned <input type="checkbox"/> hired <input type="checkbox"/> non-owned			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage OR <input type="checkbox"/> Combined Single Limit		
3. Excess Liability <input type="checkbox"/> Umbrella Form OR <input type="checkbox"/> other than umbrella <input type="checkbox"/> auto <input type="checkbox"/> general <input type="checkbox"/> both			Bodily Injury & Property Damage Combined \$ _____ Self Insured Retention \$ _____		
4. Worker's Compensation & Employer's Liability Disability Benefits			Statutory Statutory		
5. Other <input type="checkbox"/>					

V. County of Erie is included as an additional insured under the following Policy numbers:

VI. Description of Operations: It is understood that this coverage on behalf of the insured is for all locations in the County of Erie, NY.

VII. Cancellation/Non-Renewal: Should any of the policies noted above be cancelled before expiration thereof or not renewed by the insured, the issuing company will endeavor to mail _____ days advance written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

VIII. Name and Address of Certificate Holder & Recipient of Notice: County of Erie c/o Department of Law 89 Delaware Avenue Suite # 300 Buffalo, NY 14202 716-858-2200	Date Issued _____ Auth. Representative _____ Firm name & address _____ _____ _____
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FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate	_____
Purchase Order or Contact Number	_____
Vendor Insurance Classification	_____

Attachment 1

Televisions – to air Programming/Ads

Cheektowaga Auto Bureau	2
Downtown Auto Bureau	2
Northtown Auto Bureau	2
Eastern Hills Auto Bureau	1
ECC South Auto Bureau	1
Registrar Office	1