# **County of Albany**

Harold L. Joyce Albany County Office Building 112 State Street - Albany, NY 12207



# **Meeting Agenda**

Wednesday, October 27, 2021 5:30 PM

**Held Remotely** 

**Elder Care Committee** 

#### **PREVIOUS BUSINESS:**

1. APPROVING PREVIOUS MEETING MINUTES

#### **CURRENT BUSINESS:**

2. AUTHORIZING AN AGREEMENT WITH BRAWN MEDIA REGARDING MEDIA AND MARKETING SERVICES FOR THE SHAKER PLACE REHABILITATION AND NURSING CENTER

# **County of Albany**

Harold L. Joyce Albany County Office Building 112 State Street - Albany, NY 12207



# **Meeting Minutes**

Wednesday, September 29, 2021 5:30 PM

**Held Remotely** 

**Elder Care Committee** 

#### **PREVIOUS BUSINESS:**

1. APPROVING PREVIOUS MEETING MINUTES

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

#### **CURRENT BUSINESS:**

2. AMENDING RESOLUTION NO. 318 FOR 2020 REGARDING MEDIA AND CONSULTING SERVICES FOR THE SHAKER PLACE REHABILITATION AND NURSING CENTER

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

3. AUTHORIZING AN AGREEMENT WITH PLAZA LINEN SERVICE REGARDING RESIDENTIAL LAUNDRY SERVICES FOR THE SHAKER PLACE REHABILITATION AND NURSING CENTER

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

**4.** AUTHORIZING AN AGREEMENT WITH CELTIC CONSULTING, LLC REGARDING MINIMUM DATA SET CONSULTING SERVICES FOR THE SHAKER PLACE REHABILITATION AND NURSING CENTER

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

5. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE TITLE III-B SUPPORTIVE SERVICES PROGRAM

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

**6.** AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE TITLE III-C-1 CONGREGATE MEALS PROGRAM

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

- 7. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE TITLE III-C-2 HOME DELIVERED MEALS PROGRAM
  - A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.
- 8. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE TITLE III-D MEDICATION MANAGEMENT PROGRAM
  - A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.
- **9.** AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE COMMUNITY SERVICES FOR THE ELDERLY PROGRAM
  - A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.
- **10.** AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE HEALTH INSURANCE INFORMATION, COUNSELING, AND ASSISTANCE PROGRAM
  - A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.
- 11. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE
  OFFICE FOR THE AGING REGARDING THE TITLE III-E CAREGIVER
  SUPPORT PROGRAM
  - A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.
- **12.** AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE CONGREGATE SERVICES INITIATIVE PROGRAM
  - A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

- 13. AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE OFFICE FOR THE AGING AND THE ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES REGARDING THE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM
  - A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.
- **14.** AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE OFFICE FOR THE AGING AND THE ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES REGARDING THE WELLNESS IN NUTRITION PROGRAM
  - A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.
- 15. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE AAA STATE TRANSPORTATION PROGRAM
  - A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.
- **16.** AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING UNMET NEED
  - A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.
- **17.** AUTHORIZING AN AGREEMENT WITH LIFE PATH REGARDING HOME DELIVERED MEALS FOR SENIORS
  - A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.
- **18.** AUTHORIZING AN AGREEMENT WITH PETER YOUNG INDUSTRIES REGARDING HOME DELIVERED MEALS FOR SENIORS
  - A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.
- **19.** AUTHORIZING AN AGREEMENT WITH SENIOR PROJECTS OF RAVENA REGARDING HOME DELIVERED MEALS FOR SENIORS
  - A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

- **20.** AUTHORIZING AN AGREEMENT WITH LIFE PATH REGARDING CONGREGATE MEAL SERVICES FOR SENIORS
  - A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.
- **21.** AUTHORIZING AN AGREEMENT WITH SENIOR PROJECTS OF RAVENA REGARDING CONGREGATE MEAL SERVICES FOR SENIORS
  - A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.
- **22.** AUTHORIZING AN AGREEMENT WITH COLONIE SENIOR SERVICE CENTERS REGARDING CONGREGATE MEAL SERVICES FOR SENIORS
  - A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.
- 23. AUTHORIZING AN AGREEMENT WITH ACCESS TRANSIT, INC.
  REGARDING TRANSPORTATION SERVICES FOR ELIGIBLE SENIORS
  - A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.
- **24.** AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE EXTENSION REGARDING DIETICIAN SERVICES
  - A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.







September 1, 2021

The Honorable Andrew Joyce Chairman, Albany County Legislature Legislative Clerk's Office 112 State Street, Suite 710 Albany, New York 12207

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract with Brawn Media to provide multiple media and marketing services. This contract will be for a twenty four (24) month period with a not to exceed amount of \$200,330.00.

Brawn Media has been our media company and has proven to be instrumental in our media efforts that include re-branding, website management, brochures, advertising, on-line reputation services, organic social media, annual web hosting, photo shoots and medial campaigns for staff recruitment and resident informational services.

Brawn Media was chosen through the RFP-2021-108 process and was the lowest responsible bidder.

We respectfully request to enter into this contractual agreement that will commence on January 1, 2022. Thank you for your consideration.

Sincerely,

Larry I. Slatky
Executive Director

cc: Dennis Feeney, Majority Leader Frank Mauriello, Minority Leader Rebekah Kennedy, Majority Counsel Arnis Zilgme, Minority Counsel





# County of Albany

Harold L. Joyce Albany County Office Building 112 State Street - Albany, NY 12207

# Legislation Text

File #: TMP-2695, Version: 1	
REQUEST FOR LEGISLATIVE ACTIO	N
<b>Description (e.g., Contract Authorizat</b> Brawn Media to Provide Multiple Media	,
Date:	August 30, 2021
Submitted By:	Larry I. Slatky
Department:	Shaker Place Rehabilitation and Nursing Center
Title:	Executive Director
Phone:	518-213-8940
Department Rep.	
Attending Meeting:	Larry I. Slatky
Purpose of Request:	
<ul> <li>□ Adopting of Local Law</li> <li>□ Amendment of Prior Legislation</li> <li>□ Approval/Adoption of Plan/Procedure</li> <li>□ Bond Approval</li> <li>□ Budget Amendment</li> <li>☑ Contract Authorization</li> <li>□ Countywide Services</li> <li>□ Environmental Impact/SEQR</li> <li>□ Home Rule Request</li> <li>□ Property Conveyance</li> <li>□ Other: (state if not listed)</li> </ul>	Click or tap here to enter text.
CONCERNING BUDGET AMENDMEN	<u>TS</u>
Increase/decrease category (choose a  ☐ Contractual ☐ Equipment ☐ Fringe ☐ Personnel ☐ Personnel Non-Individual	all that apply):

File #: TMP-2695, Version: 1	
☐ Revenue	
Increase Account/Line No.: Source of Funds: Title Change:	Click or tap here to enter text. Click or tap here to enter text. Click or tap here to enter text.
CONCERNING CONTRACT AUTHOR	<u>IZATIONS</u>
Type of Contract:  ☐ Change Order/Contract Amendment ☐ Purchase (Equipment/Supplies) ☐ Lease (Equipment/Supplies) ☐ Requirements ☑ Professional Services ☐ Education/Training ☐ Grant ☐ Choose an item. ☐ Submission Date Deadline Click ☐ Settlement of a Claim ☐ Release of Liability	
☐ Other: (state if not listed)	Click or tap here to enter text.
Contract Terms/Conditions:	
Party (Name/address): Brawn Media 441 New Karner Road Albany, New York 12205  Additional Parties (Names/addresses):	
Click or tap here to enter text.	
	\$200,330.00  Brawn Media will provide media and marketing services through every t and resident informational services. They will manage our website, all tion services, organic social media, annual web hosting, photo shoots and
Bond Res. No.: Date of Adoption:	Click or tap here to enter text. Click or tap here to enter text.
CONCERNING ALL REQUESTS	
Mandated Program/Service: If Mandated Cite Authority:	Yes □ No ⊠ Click or tap here to enter text.

#### File #: TMP-2695, Version: 1 Is there a Fiscal Impact: Yes ⊠ No □ Yes ⊠ No □ Anticipated in Current Budget: County Budget Accounts: Revenue Account and Line: Click or tap here to enter text. Revenue Amount: Click or tap here to enter text. Appropriation Account and Line: 44047 **Appropriation Amount:** \$200,330.00 Source of Funding - (Percentages) Federal: 0

0 100

0

Term

State:

County: Local:

Term: (Start and end date) 1/1/2022-12/31/2023

Length of Contract: 24 months

Impact on Pending Litigation Yes □ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 318

Date of Adoption: 10/13/2020

#### **Justification**: (state briefly why legislative action is requested)

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract with Brawn Media to provide multiple media and marketing services. This contract will be for a twenty four (24) month period with a not to exceed amount of \$200,330.00.

Brawn Media has been our media company and has proven to be instrumental in our media efforts that include rebranding, website management, brochures, advertising, on-line reputation services, organic social media, annual web hosting, photo shoots and medial campaigns for staff recruitment and resident informational services.

Brawn Media was chosen through the RFP-2021-108 process and was the lowest responsible bidder.

# **COUNTY OF ALBANY**

# REQUEST FOR PROPOSALS

# SHAKER PLACE REHABILITATION AND NURSING CENTER



RFP # 2021-108

# CONSULTANT TO PROVIDE INTEGRATED COMMUNICATIONS PLAN

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207

# COUNTY OF ALBANY DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION 112 STATE STREET, ROOM 1000, ALBANY, NY 12207 TELEPHONE: 518-447-7140/ FAX: 518-447-5588

TITLE: <u>Consultant to Provide Integrated Communications Plan</u> RFP NUMBER: <u>2021-108</u>

#### **Receipt Confirmation Form**

Please complete and return this confirmation form as soon as possible:

Karen A. Storm
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

# IF YOU PLAN TO SUBMIT A PROPOSAL, YOU <u>MUST</u> RETURN THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL FURTHER COMMUNICATION REGARDING THIS RFP.

Company Name:			
Address:			
City:			Zip Code:
Contact Person:			
			_E-Mail:
If a Bidders/Proposers m		for this Bid/RFP	, please indicate if you plan to attend
I authorize the County of urgent nature by the follow	Albany to send further co wing method (check):	rrespondence tha	at the County deems to be of an
Fax Number:	E-M	Iail	

#### COUNTY OF ALBANY DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION 112 STATE STREET, ROOM 1000 ALBANY, NY 12207

# **NON-PROPOSER RESPONSE**

RFP #2021-108

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders/proposers fail to submit bids/proposals. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

	Could not meet Scope of Services.  Items or materials requested not manufactured by us or not available to our company.
	Insurance requirements too restricting.  Bond requirements too restricting.  Scope of Services not clearly understood or applicable (too
	vague, too rigid, etc.).  Project not suited to firm.  Quantities too small.  Insufficient time allowed for preparation of bid/proposal.
	Other reasons; please state and define:
Vend	or Name:
Conta	act Person:
Vend	or Address:
Vend	or Telephone:

# NOTICE TO PROPOSERS -- ALBANY COUNTY REQUEST FOR PROPOSALS #2021-108

Sealed Proposals for Consultant to Provide Integrated Communications Plan as requested by Shaker Place Rehabilitation and Nursing Center will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, August 6, 2021.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <a href="http://www.empirestatebidsystem.com">http://www.empirestatebidsystem.com</a>, starting by close of business (4:30 p.m.) on <a href="https://www.empirestatebidsystem.com">Thursday</a>, July 22, 2021.

Karen A. Storm Purchasing Agent

Dated: July 15, 2021 Albany, New York

PUBLISH ONE DAY – JULY 22, 2021 -- THE EVANGELIST PUBLISH ONE DAY -- JULY 22, 2021 -- THE TIMES UNION

#### COUNTY OF ALBANY

# REQUEST FOR PROPOSALS CONSULTANT TO PROVIDE INTEGRATED COMMUNICATIONS PLAN SHAKER PLACE REHABILITATION AND NURSING CENTER RFP #2021-108

#### RFP DISTRIBUTION- IMPORTANT NOTICE

The County of Albany officially distributes RFP documents through the Purchasing Division Office or through the Empire State Bid System website at <a href="http://www.empirestatebidsystem.com">http://www.empirestatebidsystem.com</a>. Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain proposal documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

#### **SECTION 1: PURPOSE**

- 1.1 The County of Albany is seeking proposals for consultant/firm to provide an integrated communications plan as requested by the Shaker Rehabilitation and Nursing Center.
- 1.2 The County of Albany is seeking proposals for a consultant/firm to provide a full service rebranding of the Shaker Rahabilitation and Nursing Center. The Home is in the foundational stages of a sixty million dollar renovation/reconstruction project that will totally alter the footprint of the facility and transform the facility into an ultra-modern health care setting, incomparable to any long-term care facility/community in the Capital District. The design and its collective departmental functions will greatly improve the quality of life of our residents, staff and families of the residents that we will continue to serve. There is great enthusiasm and support for this project by our County officials and the community at large.

#### **SECTION 2: RECEIPT OF PROPOSALS**

2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than 4:30 P.M. on *FRIDAY*, *AUGUST* 6, 2021 at the following address:

Karen A. Storm Albany County Purchasing Agent 112 State Street, *Room 1000* 

#### Albany, New York 12207

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.
- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by Shaker Rehabilitation and Nursing Center.
- 2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

#### SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

- 3.1 Provide the name, a brief history and description of your firm.
- 3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.
- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 Detail your firm's experience with branding, rebranding and marketing.
- 3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.

- 3.6 Provide any additional information that would distinguish your firm in its service to Albany County.
- 3.7 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.
- 3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer 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 Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

#### **SECTION 4: SCOPE OF SERVICES**

4.1 The Consultant/Firm shall provide the nursing home with a program that will provide any and all services related to the branding/rebranding of the Nursing Home. Branding/rebranding is all about the entire experience. Everything from our logo, our website, our social experiences as well as how our residents, family members, community and our staff, perceive us.

Our goal is to:

- 1. Promote the recognition of our organization that sets us apart from our competition;
- 2. Demonstrate our leadership in the industry;
- 3. Create trust with our residents, family members and our community;
- 4. Strengthen the value of our organization;
- 5. Establish an expectation of quality.

Our brand should promote recognition within our industry/community. The new brand should create a unique personality and have a positive impact on whether people want to engage our services. Brand trust is earned through consistently delivering on our brand promise. A brand promise is the value or experience a facility's residents and families can expect to receive every single time they interact with our facility staff and service providers. The more we deliver on that promise the stronger the value we will instill in the minds of our community.

- 4.2 The Consultant/Firm shall provide a rebranding/marketing strategy that includes, but is not limited to overall structure and architecture of a new media, social media and website creation. Determining the best utilized "touchpoint' is central to a successful rebranding. This may require:
  - 1. Brand rollout/Activation of Program;
  - 2 Customer/staff research-develop understanding of what people think about our current brand;

- 3. Photography/ Video;
- 4. Brand Strategy;
- 5. Website:
- 6. Brand Identity;
- 7. Brand Audit-both internal and competitive audit-how we fit into the competitive landscape;
- 8. Naming and Tagline;
- 9. Brochure, Stationary and Promotional Materials.
- 4.3 The scope of this engagement will require periodic updates either in person or by other means of communications.
- 4.4 We will require a presentation of one hour or more for each finalist.

#### **SECTION 5: TERM OF CONTRACT:**

- 5.1 The contract period shall be for two (2) Years from the date of a fully executed contract.
- 5.2 At the end of the initial two (2) year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.
- 5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

#### **SECTION 6: COST PROPOSAL:**

- 6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services. Proposer shall submit a number of hours per each task/segment of the project and the hourly rate of the staff assigned to the specific project.
- 6.2 All costs shall include reimbursables. No additional fees shall be paid.
- 6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

#### **SECTION 7: PROPOSAL SUBMISSIONS**

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

#### SECTION I:

Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

#### **SECTION II:**

Qualification / Experience - The Qualification / Experience section must address proposer's qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience.

Resumes - Resumes of professional staff members who will be involved in the County engagement must be included in this section.

#### **SECTION III:**

References - The References section must include references from similar type projects.

#### **SECTION IV:**

Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer's plan to carry out the requested service.

#### **SECTION V:**

Cost Proposal Section - The Cost Proposal Section must include all costs associated with the proposer's plan to carry out the requested service. Any cost proposal forms furnished by the County must be included in this section.

#### **SECTION VI:**

Mandatory Documentation - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate (Attachment "A"), Acknowledgment by Proposer (Attachment "B"), and Vendor Responsibility Questionnaire (Attachment "C"); Iranian Energy Divestment Certification (Attachment "D").

#### **SECTION 8: PROPOSAL EVALUATION**

- 8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.
- 8.2 Proposals received will be evaluated by a committee with representation from the Albany County Shaker Place Rehabilitation and Nursing Center. Proposals shall be evaluated based upon the following:

CRITERIA	WEIGHT
Quality and comprehensiveness of all aspects of the consulting services as it relates to the stated scope of services	30%
Demonstrated history of providing services as stated in the scope of services	25%
Proposed cost	25%
Prior experience	10%
Client references	10%

- 8.3 Proposals will be examined and evaluated by the *INSERT DEPARTMENT NAME HERE* with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.
- 8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties

#### **SECTION 9: NOT NEEDED**

#### **SECTION 10: ALTERNATIVES**

10.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

#### **SECTION 11: INDEMNIFICATION**

11.1 The successful Proposer 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 Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

#### SECTION 12: SPECIFICATION CLARIFICATION

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

Karen A. Storm Albany County Purchasing Agent 112 State Street, *Room 1000* Albany, NY 12207

Telephone: (518) 447-7140 Facsimile: (518) 447-5588

Email: Karen.storm@albanycountyny.gov

- 12.2 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 proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.
- 12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

#### SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.
- 13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.
- 13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

#### **SECTION 14: PROPOSAL SECURITY**

14.1 No proposal security is requested for this Proposal.

## SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

- 15.1 The successful Proposer 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
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

- (d) **Professional Liability Insurance:** A policy or policies with limits not less than \$1,000,000.
- 15.2 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. **Proposal** 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.
- 15.3 No work shall be commenced under the contract until the successful Proposer 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 Proposer. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer 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 Proposer to procure and maintain any required insurance, shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

#### SECTION 16: REMEDY FOR BREACH

16.1 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 17: CASH DISCOUNT**

- 17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.
- 17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

#### SECTION 18: FREEDOM OF INFORMATION LAW

18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDEOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

#### **SECTION 19: MACBRIDE PRINCIPLES**

19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing

- sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 19.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.
- 19.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

#### SECTION 20: PRIVACY OF PERSONAL HEALTH INFORMATION

20.1 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.

### 20.2 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.

#### 20.3 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 21: ANTIDISCRIMINATION CLAUSE

21.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

#### **SECTION 22: NOT NEEDED**

#### **SECTION 23: INTERPRETATION**

23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful Proposer) 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 RFP; 3) the Contractor's proposal.

#### **SECTION 24: NON APPROPRIATIONS CLAUSE**

24.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

#### SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

- 25.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:
  - (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of 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) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
- 25.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
- 25.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:
  - (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).
    - Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
- 25.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
  - (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease

the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

(2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

**SECTION 26: NOT NEEDED** 

**SECTION 27: NOT NEEDED** 

**SECTION 28: NOT NEEDED** 

#### COUNTY OF ALBANY

#### **PROPOSAL FORM**

#### **PROPOSAL IDENTIFICATION:**

Title: Consultant to Provide Integrated Communications Plan

RFP Number: 2021-108

#### THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent Albany County Department of General Services Purchasing Division 112 State Street, Room 1000 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 acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

(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.
- 6. The following documents are attached to and made a condition of this Proposal:
  - (a) Non-Collusive Bidding Certificate (Attachment "A")
  - (b) Acknowledgment by Bidder (Attachment "B")
  - (c) Vendor Responsibility Questionnaire (Attachment "C")
  - (d) Iranian Energy Divestment Certification (Attachment "D")

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

### **COUNTY OF ALBANY**

### **COST PROPOSAL FORM**

# PROPOSAL IDENTIFICATION:

Title: Consultant to Provide Integrated Communications Plan RFP Number: 2021-108

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

# ATTACHMENT "A" NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

	Signature	
	Title	_
Date	Company Name	

#### ATTACHMENT "B" ACKNOWLEDGMENT BY PROPOSER

STATE OF				
STATE OFCOUNTY OF		)	SS.:	
		1	o me know	, 20, before me personally appeared n and known to me to be the same person(s) described in and
who executed the within instrumer	it, and h	e (or	they severa	lly) acknowledged to me that he (or they) executed the same.
				Notary Public, State of
				Qualified in
				Commission Expires
If Corporation:				
STATE OF		)	SS.:	
On thisday			$_{ m to}$ to me kno	ywn, who, being by me sworn, did say that he resides at (give title)  of the (name of corporation)
instrument; that he knows the seal that it was so affixed by order of order.	of the c	orpo	ration, and	, the corporation described in and which executed the above that the seal affixed to the instrument is such corporate seal; the corporation, and that he signed his name thereto by like
				Notary Public, State of
				Qualified in
f Partnership:				Commission Expires
STATE OF		)	SS.:	
On the	_day of	. 1 -	41 - 1 11 11	, 20, before me personally came
and depose and say that he / she is:	a partnei	r of tl	he firm of	ual who executed the foregoing, and who, being duly sworn, and that he / she has she executed the same as the act and deed of said partnership.
				Notary Public, State of
				Qualified in
				Commission Expires

# ATTACHMENT "C" ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VE	ENDOR IS:						
	☐ PRIME CONTRACTOR						
2. VE	ENDOR'S LEGAL BUSINESS NAN		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #				
4. D/I	B/A – Doing Business As (if applica	ble) & COUNTY FIELD:		5. WEBSITE ADI	ORESS (if a	applicable)	
ł				7. TELEPHONE NUMBER		8. FAX NUMBER	
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE IN NEW YORK STATE, if different from above  10. TELEPHONE NUMBER						11. FAX NUMBER	
Na Tit Te Fa	UTHORIZED CONTACT FOR TH ame tle elephone Number x Number nail	IE QUESTIONNAIRE					
13. LI	ST ALL OF THE VENDOR'S PRI	NCIPAL OWNERS.					
a) NAI	МЕ	TITLE	b) NAME		TITLE		
c) NAI	ME	TITLE	d) NAME		TITLE		
THE	TAILED EXPLANATION IS REQUESTION TO THE COMPLETED COUNTY IN MAKING A DETERN QUESTION NUMBER.	OUESTIONNAIRE. YOU MU	IST PROVII	OF ADEQUATE DE	TAILS OD	DOCUMENT	TC TO A ID
14.	DOES THE VENDOR USE, OR H NAME, FEIN, or D/B/A OTHER 1 name(s), Federal Employer Identifi numbers were/are in use. Explain t	FHAN THOSE LISTED IN ITEM ication Number(s) or any D/B/A r	4S 2-4 ABO	VE2 List all other bu	einece	☐ Yes	□ No
15.	ARE THERE ANY INDIVIDUAL TO THE VENDOR, INCLUDING PAST ONE (I) YEARS HAVE SE	PRICIPAL OWNERS AND OF	GERIAL O FICERS, WI	R CONSULTING CA HO NOW SERVE OI	APACITY R IN THE		
	a) An elected or appointed publ List each individual's name, to, and dates of service	lic official or officer? business title, the name of the org	ganization a	nd position elected or	· appointed	☐ Yes	☐ No
	b) An officer of any political pa List each individuals name, with applicable service date:	nty organization in Albany Coun business title or consulting capa s.	ty, whether p	paid or unpaid? official political pos	ition held	☐ Yes	□ No

16.	OR M SHAI	IN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL DISSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% ORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE ES FOR ALL OTHER COMPANIES), AFFLITIATE OR ANY PERSON INVOLVED IN THE ING OR CONTRACTING PROCESS:		
	a)	<ol> <li>been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</li> </ol>	☐ Yes	□No
		2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;		
		3. entered into an agreement to a voluntary exclusion from bidding/contracting;		
		<ol> <li>had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</li> </ol>		
		5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;		
		<ol> <li>had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</li> </ol>		
		<ol> <li>been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</li> </ol>		
		8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or		
		<ol><li>had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</li></ol>		
	b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	Yes	□No
	c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:		
		1. federal, state or local health laws, rules or regulations.	☐ Yes	□No
17.	JUDG AGEN		Yes	□No
	judgm amour	e if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, ent, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the tof the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate tus of each item as "open" or "unsatisfied."		
18.	DURI	NG THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:		
		file returns or pay any applicable federal, state or city taxes? Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.	Yes	□No
	b)	file returns or pay New York State unemployment insurance?		
		Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.	☐ Yes	☐ No
		Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.  Property Tax  Indicate the years the vendor failed to file.	☐ Yes	□ No
19.	HAVI ITS A BANK REGA Indica and FI	Indicate the years the vendor failed to file/pay the insurance and the current status of the liability. Property Tax		

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES1:	☐ Yes	П №
	<ul> <li>a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;</li> </ul>		
	Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.		

1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

# ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN#

State of:					
County of: ) ss:					
CERTIFICATION:					
the County may in its discretion, by means which it made herein; acknowledges that intentional submiss under Penal Law Section 210.40 or a misdemeanor also be punishable by a fine and/or imprisonment of	is submitted for the express purpose of assisting the County of and of contract or approval of a subcontract; acknowledges that may choose, verify the truth and accuracy of all statements sion of false or misleading information may constitute a felony under Penal Law Section 210.35 or Section 210.45, and may fup to five years under 18 USC Section 1001 and may result in a submitted in this questionnaire and any attached pages is true,				
<ul> <li>submitting vendor;</li> <li>Has supplied full and complete responses information ad belief;</li> <li>Is knowledgeable about the submitting ve</li> <li>Understands that Albany County will rely into a contract with the vendor;</li> </ul>	contained in the questionnaire and any pages attached by the to each item therein to the best of his/her knowledge,				
Name of Business	Signature of Owner				
Address	Printed Name of Signatory				
City, State, Zip	Title				
Swom before me this, 20;  Notary Public					
	Printed Name				

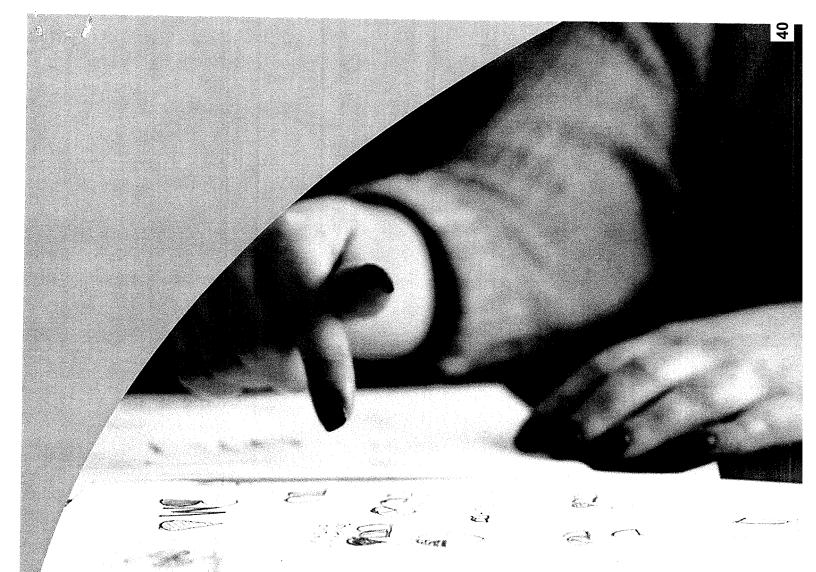
Signature

Date

# Attachment "D" Certification Pursuant to Section 103-g Of the New York State General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
  - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

	Signature	
	Title	****
Date	Company Name	



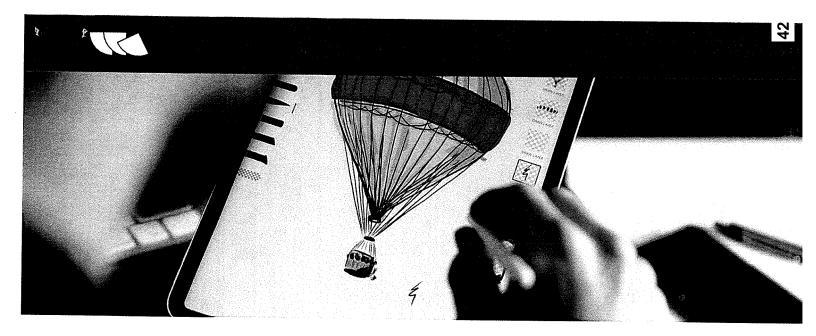
# BRAWNMEDIA

+

SHAKER PLACE REHABILITATION & NURSING CENTER

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# **SECTION I**

# **Qualifications**

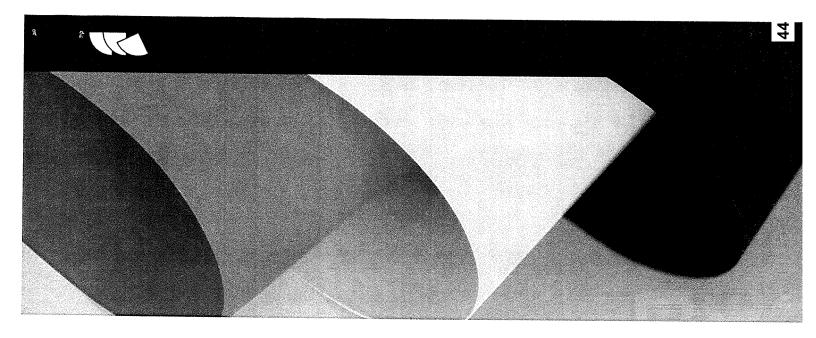
Brawn Media is a full-service advertising agency based in Albany, New York. Since 2009 we have developed custom built, individualized marketing strategies designed to bring our clients amazing results. We've advised healthcare, education, non-profits, legal, tourism, retail, automotive, and a variety of other clients on reaching new heights. Our motto is "Choose To Be Amazing" and we strongly believe that who we are is reflected by the results we create for our clients. Our firm was honored as a 2016 Albany Business Review Top Communications Company, as well as a recipient of a NORI Award for Excellence in Advertising. Over the course of 8 years, we have employed top talent who can bring you the very best marketing results across all media channels including online, TV, radio, outdoor and print.

With our experience in healthcare, property management and many other verticals, we know how to deliver the best results while managing projects to be delivered on time and within budget. We are proud to be a Google Showcase Partner, a distinction that not every agency has. Google hand-picked Brawn Media based on our digital team's search performance and campaign management abilities. You'll benefit from priority access to beta programs, industry insights, and training, which is unavailable to most. From small markets to top 10 markets, Brawn Media has the buying power, the strategic prowess and the creative ability to drive tracked results and brand success for Shaker Place Rehabilitation & Nursing Center.

# Services We Deliver

- Media Planning and Buying
- Strategic Planning
- Web Design and Development
- Search Engine Readiness
- SEM / PPC
- Social Media
- Content Development
- Online Reputation Management
- Creative Design Services
- Copywriting
- Video / Audio / Photo

# MEDIA PLANNING & BUYING STRATEGIC PLANNING WEB DESIGN & DEVELOPMENT OF THE PLANNING OF THE PLA



# **Our Team**

Resumes are included in the following order of the team members below. *Additional team members will be working on this project under their supervision as well:* 

Donna Smith Brownson, CEO and President Alexandra Tighe, Director of Digital Marketing Janet Riscica, Creative Director Dan Smith, Senior Web Developer Jessica Baker-Colver, Digital Marketing Manager Venus Nicole, Account Manager **Donna Smith Brownson** 

10 Winifred Drive, Albany, NY 12206 518-482-8831 (home) 518-542-6867 (cell) dbrownson@nycap.rr.com

#### WORK EXPERIENCE

#### **BRAWNMEDIA**

Owner/President

Albany, NY July 2009 - Current

Own and operate a full service Marketing/Advertising agency with 17 employees

Maintain the day-to-day operation of a business

Oversee the operations/finance department of the business

Build, negotiate and coordinate marketing /advertising plans for a diverse client base

Develop creative messaging and concepts

Create client strategies to develop "brands", drive sales and meet sales goals target Responsible for all client relations but manage "key" accounts

Implement client campaigns utilizing digital and traditional media strategies

Promoted and managed the client base

#### Albany Broadcasting

General Sales Manager

Latham, NY March 2008-June 2009

- Coaches and develops Local Sales Managers and other team members
- Drives revenue with the development of new sales projects and promotions

Cut sales operating and wage costs by 45% first year

Create new revenue streams with promotions, outside vendors

Maintained and build client relations

- Manages the financial performance of the sales team including budgets, profitability and controlling expenses
- Actively recruits new team members, trains sales team leading weekly sales training

#### **AUTOTRADER.COM**

District Sales Manager

Albany, NY April 2006 - March 2008

- Manage Sales team of 9, Sales Service Representatives of 3
- Organize monthly coaching and sales training classes

Drive sales to meet monthly/quarterly target goals

Develop strong client relations through training and support

Train team on all new products, system roll outs

- Create marketing campaigns and contests to attract new business to ensure team is making monthly and quarterly goals
- Pursued and coordinated monthly community service projects, client events for team

#### WRGB / WNYA

Local Sales Manager

Schenectady, NY June 2004 - April 2006

Managed Sales team of 11, New Business Director, Sales Assistant and Marketing Coordinator

Lead weekly sales training

- Educated sales on competition, sales techniques, bonding skills
- Brainstormed creative advertising campaigns for clients

Built strong client relations

Dug under rocks for new business opportunities

Sought out opportunities to co-promote with clients, events, etc.

Donna Brownson — Page 1 of 3 ■

#### **BRAWNMEDIA**

Owner/President

Albany, NY June 1999 - June 2004

- Owned and operated a full service Marketing/Advertising agency
- Maintained the day-to-day operation of a business
- Developed / coordinated marketing /advertising plans for a diverse client base
- Created client "brands" and executed their campaigns with a cohesive plan
- Drove sales and meet sales goals target
- Responsible for all client relations
- Implemented client campaigns utilizing web, public relations, radio, TV and print
- Promoted and managed the client base

#### NORTHEAST ONE-STOP

Marketing and Ad Director /Buyer

Albany, NY January 1995 - June 1999

- Managed / coordinated advertising for major record labels and high volume record chains
- Generated new business and created multiple advertising vehicles which doubled our advertising revenue the first year.
- Tracked and collected over 2 million dollars annually in co-op advertising dollars
- Designed advertising campaigns for various artist including album covers, websites, etc.
- Managed a staff of 8 designers / media planners
- Oversaw the merchandising and buying plan for rack accounts including college bookstores and record departments of small chains
- Oversaw the purchasing of all wholesale accessories including blank casse

**WXLE** 

Promotions Director

Clifton Park, NY

November 1993 - January 1995

- Produced and executed visibility campaigns for AAA format FM radio station
- Created and implemented radio advertising programs for clients
- Organized / managed all station outside promotions and events
- Performed special projects that arose on a continuous basis

#### **RECORDS 'n SUCH**

General Manager

Albany, NY

September 1990 -November 1993

- Responsible for the day to day operations and financial success by controlling budgets, shrink, inventory, expenses and wages for 3 locations
- Managed staffs for 3 locations
- Exceeded sales goals each year to create expansion?
- Responsible for merchandising layouts for stores
- Coordinated stores marketing efforts including street level marketing to co-op advertising

#### LEONARD SMITH INC.

District Manager

Latham, NY

September 1987 - September 1990

- Managed staffs for up to 11 locations (over 100 employees)
- Responsible for merchandise ordering and related cost controls
- Developed merchandising plans and layouts for store promotions and continuity
- Coached store mangers to develop stores sales
- Coordinated co-op advertising

Donna Brownson — Page 2 of 3 ■

#### **RECORD TOWN/ RECORDS ETC.**

Store Manger

Albany, NY September 1983 –September 1987

- Worked extensively in the retail industry starting from a sales clerk to regional operation manager
- Managed and trained team
- Controled costs and hit sales goals
- Ordered merchandise
- Responsible for merchandising stores
- Recruited to do additional store training and setup of new locations

#### **SKILLS**

- Ability to organize, prioritize, delegate and implement, achieving optimum results
- Creative and innovative
- Manage multiple projects while maintaining deadlines
- Team Building keen observer of other's, drawing out their strength in order to build a great organization
- Proficient use of personal computers and software
- Detail oriented with big picture mentality
- Well connected to many Capital Region businesses and professionals
- Ability to build strong, trusted client relationships

#### **VOLUNTEER WORK**

- Chair/Committee of the Alzheimer's Association Gala 2002-2006, 2014-2015, 2017
- Colonie Girls LAX Booster VP/Pres/Commitee 2014-2016
- MS Home Helper 2016
- Shenendehowa Dollars For Scholars Board of Trustee 1999- Present
- St. Pius X School Board President -2007-2008
- St. Pius X School Board 2002-2007
- The Chair of the St. Jude Golf Tournament 2006-Present
- President of the Albany Association of Record Merchants 1986-1999
- Board of Directors for Big Brothers / Big Sisters 1991-1993
- Chair/Committee for the Make-A-Wish Foundation's annual golf tournament 1993-1999
- Chair/Committee of the St. Pius X Winter's Night Out Major Fundraiser 2003-present
- National Multiple Sclerosis Leadership Program Class of 2003

<sup>\*</sup> References provided upon request.

#### ALEXANDRA N. TIGHE

63 Sutton Place Coxsackie, NY 12051

Cell: 917.494.9042 alxtighe@gmail.com

#### SUMMARY OF SKILLS/ACCOMPLISHMENTS

- Created several viral social media campaigns that reached national and international audiences, over 2 million impressions, and picked up by national TV & Radio news outlets.
- Expertise managing PPC, display, video, social media, mobile & traditional advertising programs
- 18+ years' experience managing people and cross-functional teams
- Expertise in interpreting data, including research, response tracking, campaign analysis and optimization
- Excellent relationship building, communication and influencing skills
- Demonstrated leadership, integrity and ethics

#### PROFESSIONAL EXPERIENCE

BRAWN MEDIA Albany, NY

Brawn Media is a full service marketing and advertising agency in Albany, NY

Director, Digital Media, June 2014 to Present

- Lead the development, execution, optimization, and post campaign analysis of digital media programs across a
  portfolio of agency clients
- Work closely with account team, creative leads and ad planning and analytics teams to clearly communicate online media strategy that supports product messaging and overall brand positioning
- Lead strategic planning development of emerging digital/media best practice
- Develop strategic and operational plans for the digital ad team, managing media planning and execution, and measuring campaign results
- Oversee a staff of 10 people.
- Work closely with account management teams to schedule new projects and manage project details on time and in concert with overall ad campaigns
- Worked with management and key stakeholders to develop business growth strategies

ISA ADVERTISING New York, NY

ISA Advertising is a full service advertising agency specializing in direct response media campaigns

SVP, Media Director, Jan 1998 to Dec 2013

- Built and implemented integrated media campaigns, including objectives, strategies, messaging, RFP process, negotiating contracts, establishing goals and projections, and recommending new media
- Responsible for marketing and media initiatives for Guthy-Renker, one of the largest and most respected direct marketing companies in the world, with distribution in 68 countries and sales of more than \$1.5 billion per year.
  - Managed the conceptualization and testing of new creatives and offers with clearly defined segmentation and positioning which led to a 59% year over year increase in total orders.
  - Conducted market research and analysis that provided the foundation for successfully penetrating
    previously unprofitable market segments by identifying these customers unique value propositions
    and translating that into effective ad messaging
  - Saved up to \$25 million annually in media expenditure through advanced rate contract negotiations.
  - Negotiated a 15% rate decrease in our largest media vendor's annual contract at a critical time of economic downturn
  - Designed and deployed customized digital media campaigns for Rider University and Pace University
    - Maximized the effectiveness of sourcing prospective students while maintaining a strong brand image through online and offline channel strategies, including Google Adwords, email marketing, digital display campaigns and social media
    - Actively engaged current students to act as brand ambassadors for their school through social media

Alexandra N. Tighe — Page 1 of 2 ■

- Increased the number and quality of new leads by introducing effective social media strategies on Facebook and Linked In
- Responsible for end-to-end campaign planning and execution for all agency clients
- Collaborated with client management to define campaign objectives and ensure all messaging reflects the brand
- Managed campaign budgets to an expected ROI and optimized campaign elements to achieve defined objectives
- Analyzed and reported campaign performance to both the internal team and to clients, including leads, conversion, acquisition rates, comprehensive cost, ROI and LTV analysis
- Supervised, trained and guided staff, established and documented employee goals, conducted performance reviews and served as a mentor to my team

#### THE BANK OF NEW YORK

New York, NY

The Bank of New York is one of the largest bank holding companies in the United States and one of the world's leading financial institutions.

Personal Banking Representative, June 1997 to December 1997

- Earned Regional Excellence Award for outstanding customer service
- Consistently ranked among the top five Manhattan Division Bankers for new account development
- Graduated from an intensive five week training program that reinforced sales and resource management

#### **EDUCATION**

State University of New York at Binghamton

B.A., cum laude in Philosophy, Politics and Law, Concentration in Political Science

May 1997

#### ADDITIONAL SKILLS

- Advanced knowledge in digital and social media advertising platforms and tools: Marin, Reach Local, Ad Espresso, Social Smart, Sprout Social, Hootsuite, Vendasta, SEM Rush, Spyfu, BuzzSumo, Know Em
- Advanced Microsoft Word, Excel and PowerPoint user
- Working knowledge of HTML, web site development, Wordpress and Adobe Business Catalyst platforms
- Working knowledge of Email Marketing Tools: Constant Contact and MailChimp

#### **VOLUNTEER WORK**

#### COXSACKIE-ATHENS FOUNDATION FOR EDUCATION (C.A.F.É.)

Coxsackie, NY

The C.A.F.É. enriches educational programs in the C-A School community, honors the achievements of teachers and alumni, and recognizes significant contributions made to the C-A school community

Board Member

July 2012 - Present

- Obtain local PR and social media promotion that has resulted in an annual sell out of the C.A.F.É.'s
  largest fundraising event
- Act as chairperson for all C.A.F.É.'s fundraising events; Duties include volunteer recruitment, event planning and promotion and securing major sponsors

Alexandra N. Tighe — Page 2 of 2 🔳



#### **EDUCATION**

Cornell University, Stategic Marketing Ithaca, NY 2019.

The College of Saint Rose Bachelor of Science, Graphic Design. Albany, NY 1993.

Southeastern Massachusetts University, North Dartmouth, MA 1986-88,

#### CAREER EXPERIENCE

#### Creative Director

Brawn Media, Albany, NY 2021-Responsibilities: lead and oversee creative development through all touchpoints, translating the brand strategy.

#### Art Director

Riscica Design, Niskayuna, NY 1993-Responsibilities: all aspects of design for print and web, client consultation and project management.

#### **Marketing Director**

Rosewood Home Builders Latham, NY 2016-2020

Responsibilities: including but not limited to design, web design, photography, powerpoint presentations, analytics, marketing budget, print press supervision, supporting role in new hires.

#### Art Director

Nowak Associates
Albany, NY 2010-2016
Responsibilities: including but not limited to
design, flash animation, web design, photoshoot
supervision/coordination/art direction, print
press supervision, story board preparation/art
direction and illustration.

#### **Art Director**

Berkshire Marketing Group Troy, NY 2004-2005.

Responsibilities: including but not limited to design, photoshoot supervision/ coordination/ art direction, print press supervision, story board preparation/art direction and illustration.

#### Graphic Artist/Freelance

Media Logic, Albany, NY 1997-1999; 2003-2004. Responsibilities: including but not limited to traditional and computer generated design, layout and mechanical art.

#### Art Director

Kimberly Smith Advertising & Graphic Design, Guilderland, NY 1993-2003, Responsibilities: including but not limited to design, photoshoot supervision/coordination/ art direction, print press supervision, story board preparation/art direction and illustration.

#### Professor

The College of St. Rose, Albany, NY 2001-2003. Responsibilities: lecture and demonstrating practical applications in graphic design in a workshop format as it relates to production.

#### Graphic Designer/Freelance

Smith and Jones Advertising and Public Relations, West Sand Lake, NY 1999-2001. Responsibilities: including but not limited to design and layout, story board preparation and illustration.

#### Art Director/Freelance

Rueckert & Shanley Advertising and Public Relations, Albany, NY 1994-2000. Responsibilities: including but not limited to traditional and computer generated design, layout, illustration and mechanical art.

#### Graphic Designer/Freelance

Precision Marketing Associates, Troy, NY 1993-1997. Responsibilities: traditional and computer generated design, layout and mechanical art; managing the design and prepress production of a quarterly publication.

#### HONORS

- 2008 Mark of Excellence Award NYS United Teachers; Enrollment Campaign. Art Director
- 2005 NORI Award The Center for Discovery; calendar. Art Director
- 2004 Admissions Marketing Report Silver Award — Columbia-Greene Community College, "Fall 2004" newsletter, Art Director
- 2004 Admissions Marketing Report Merit Award — Columbia-Greene Community College, "Admissions" poster. Art Director
- 1997 Finalist for a NORI Century House "Royalty" duratran. Art Director
- 1997 Finalist for a NORI –
   The Community Foundation for the Capital Region "Acorn" brochure.

   Art Director
- 1996 Bronze Medal / IHPAC —
   The Community Foundation for the Capital Region, "Acorn" brochure.

   Art Director
- 1995 NORI Award– NYS Dept. of Health, "Are You Pregnant?" pamphlet. Graphic Designer/Illustrator
- 1994 Finalist for a NORI –
   Bellevue BreastCare Center brochure.
   Graphic Designer
- 1993 Graduated Cum Laud, The College of Saint Rose, Albany, NY.
- 1993 Awarded 1st Place for Corporate Identity Competition; Saints and Sinners Sound Studio.



#### Janet Riscica Riscica Design

337 Vly Road Niskayuna New York 12309

(o) 518.608.5338 (c) 518.369.5038

janet@riscicadesign.com

www.riscicadesign.com



Web & Print Designer 518.821.7147 dan@dansmithgraphics.com

Education BFA in Graphic Design, 2010 The College of Saint Rose, Albany, NY AS in Liberal Arts, 2007 Columbia Greene Community College

#### **Design & Programming Skills**

Formation of designs from concepts to pre-press production and digital rollout in corporate branding, small business branding, and franchise marketing. Design skills include hand lettering, type design, packaging, mailers, promotions, editorials, newspaper, display ads, facebook ads, twitter ads, email, and websites. Development skill include HTML5, CSS3, javascript, PHP, jQuery and script libraries, and Wordpress theming and implementation. Experienced in studio photography, screen printing, sculpture, databases, domain management, and educating designers and developers to work together. Managed email marketing department and started the Marketing Automation division at Potratz. Lead internal marketing efforts, including digital ads, social campaign, webinar broadcasts, design, and development.

#### **Computer Programs**

Proficient in Illustrator, Photoshop, InDesign, Flash, Dreamweaver, Acrobat, Coda2, Filezilla, Eclipse, NotePad++, Adobe Brackets, Wordpress, Google Docs, Microsoft Word, PowerPoint, and Excel on both Macintosh and Windows platforms. Familiar with Quark Xpress, Corel Draw, Painter, 3DS Max, Adobe After Effects, and Adobe Premier.

#### Honors and Awards

2014 GD USA Website Design Award:

For MySistersGuidingLight.com

2011 Nori Awards Finalist

Saratoga's ABSOLUT Best Bartender Campaign,

2010 Internet Advertising Competition Best Directory Site For WolfRoadOnline.com Senior Art Show, 2010

College of Saint Rose, Albany, NY

2009 GD USA Web Design Award:

For RestaurantConsultingPartners.com

2008 Todd Oldham Award for Creativity Design Against Fur, poster contest, NY, NY

Professional Experience Senior Developer, IT Manager

Brawn Media Albany, NY

April 2016 – Present

Conducts a strong knowledge of current web standards and practices, ADA-compliance training, frontend and back-end experience, UI/UX development. Create a secure, dynamic, and manageable website with a easy-to-use backend and automated integrations can be built and customized for the Business Council's needs. Development skills include HTML5, CSS3, javascript, PHP, jQuery and script libraries, Wordpress, JSON, CMS customizations and integrations, email development, ADA compliance, and responsive site development.

Dan Smith — Page 1 of 2

#### Senior Designer, Front-End Developer, and Manager

POTRATZ Advertising

Schenectady, NY

Fall 2012 - April 2016

Design, develop, train, and launch all company websites, assist development team in client-facing projects, execute new 3rd party tools and training, weekly reporting, lead projects and teams to ensure completion, design and develop custom Wordpress themes, event promotions, live-broadcast production, maintain 4 weekly emails and video blogs, create marketing automation sequences and emails, and solve any design or development problem that comes my way with a good attitude and realistic expectations.

#### **Online Content Coordinator**

Clear Channel Communications

Latham, NY

Summer 2010 - Fall 2012

Design, build, and monitor online contesting for 5 radio stations, manage social networking (Facebook, twitter, personality blogs), create the email template and build email blasts, setup live artist webcasts in studio, transform Sales staff's ideas into something possible, create promotional videos, and multitask under a very tight and last minute schedule.

#### Intern

School House Graphics

Colonie, NY

Summer 2008 – Winter 2010

Design and coding on WolfRoadOnline.com, along with sales and customer interactions. Designed mailers, updated Websites, created flash ads and videos, poster design, form design, javascripting. Attended photoshoots, worked with a small team. Attended press checks, paper pickups, client meetings, portfolio reviews, and mail house meetings.

#### Freelance

2CupsOfJoe.com, 2014

Custom Wordpress eCommerce site and backend. Created new brand guidelines, logo, website design, custom shipping rules, inventory management, and customer sales tracking.

UspateBailBonds.com, 2014 Custom Wordpress site and backend. Created an easy-to-contact responsive website for a niche market.

OliviaQuillio.com, 2014

Touring musician Wordpress website that's easy to update on the road and show off the tour dates.

Footsteps Magazine, 2007

Worked on Photo editing and page layout for a California based magazine

## Jessica Baker-Colver

Digital Marketing | Social Media Gansevoort, NY 12831 jessicaslbaker@yahoo.com 518-817-3266

#### Work Experience

#### Digital Marketing Manager

Brawn Media - Albany, NY February 2018 to Present

- Responsible for the hands-on, tactical implementation of all social media, content and search engine optimization tactics.
- Monitor, analyze, and evaluate campaign trends and competitor activity to identify new opportunities; optimize spend and performance based on these insights.
- Oversee a team of SEO specialists, Content Specialists and Social Media Specialists.
- $\bullet$  Assist in providing general training and insight for all sellable elements of Content, Social Media & SEO.
- Supervise the work of direct reports and lead the development of junior team members, educating and enabling them to successfully execute their responsibilities.
- · Responsible for nurturing a team-oriented work environment.

# Board of Directors, Webmaster, Social Media, Public Relations

Operation Adopt A Soldier - Saratoga Springs, NY 2014 to Present

- Website design and management
- Event planning/social media marketing

#### **Paid Search Manager**

Eight Oh Two Marketing - Bennington, VT 2018

- Responsible for writing, researching and implementation of Paid Search Ads across Google Adwords, BING, Facebook and Instagram
- · Manage the daily posting and content creation across the website and social platforms
- Manage client accounts across a broad spectrum of industries including but not limited to warehouse materials and equipment, bedding and automotive parts and accessories

#### Director of Paid Search & Social Media

OOMDO - Albany, NY 2013 to 2018

- Responsible for more than 80 clients Google advertising accounts, Google Premier Partner
- Manages an annual ad spend of \$5-\$6 million by more than 80 clients
- Leads a team of three copy employees that research and write all website copy, social media management, Google My Business and all Facebook and Instagram advertising

- Head of four paid search specialists that write, research and implement all Google advertising including, but not

limited to search, display, mobile, video pre-roll and GSP ads

#### Store Manager/Trainer

Express - Albany, NY 2012 to 2013

Part of the sales leader team that ensures the success of the store through daily operations of sales, shipment

processing, recruiting, and direct coaching and development of staff

- Oversaw the adherence and implementation of backroom standards for sales stock, marketing, displays and fixtures

#### **District Manager**

Claire's Accessories - Albany, NY 2011 to 2012

- Oversaw a district of 11 Claire's stores and two Icing by Claire's stores
- Accountable for multi-unit store operations including sales, customer relations, staff development and maximizing profitability
- Oversaw the remodel of the first prototype store in the area and grew stores business more than 25 percent
- Facilitated team and district meetings that helped to develop a strong associate and selling culture and in turn

increased profitability, customer loyalty and staff drive for success

#### Store Manager/Trainer

Claire's Accessories - Albany, NY 2006 to 2012

Train store managers and district store managers on the daily operation of the store including sales, plan, recruiting, succession planning, loss prevention and ear piercing, scheduling

#### Education

#### BA in Public Relations & Organizational Communication

State University At Plattsburgh - Plattsburgh, NY 2007

# Venus Nicole

New York <u>VenuNicole@gmail.com</u> | 646-373-7709



#### **EXPERIENCE**

#### 2021- PRESENT

#### **ACCOUNT MANAGER, BRAWN MEDIA**

At Brawn Media I am responsible for supporting the company's sales goals by developing professional long-term relationships, discovering the needs of existing and referral clients and delivering innovative products with the highest level of quality, service, and integrity to exceed those needs. Daily activities include managing a portfolio of clients that can range from 15 - 20 clients. Handing project management in cross functional team collaborations, including design, web development, PPC, and SEO teams. Ensure the appropriate resources are in place and that the work is conducted in a timely fashion by the account team, within approved scope and budget. I am accountable for tracking and reporting of budgets throughout the life-cycle of each project. Primary portfolio focus is on website-based clients.

#### 2019 - 2020

#### **DIGITAL MARKETING MANAGER, CAPRI BRAND**

At Capri Brand, my role started as a website designer. The client was unhappy with their previous website and desired a redesign and website maintenance. I later moved into the role of a Digital Marketing Manager. Created content and graphic illustrations for social media accounts (Instagram, Twitter, Facebook, LinkedIn) using Adobe Creative Suite apps such as Adobe XD, Illustrator, and Photoshop. Created a schedule of posts, themes, topics, and video blogs to be published on both the website and social media accounts, to ensure an upward trend of engagement and brand awareness using Hootsuite. Over 1,300 followers on IG. Through Google Analytics I tracked the traffic on the website and analyzed where the most traffic came from, as well as measuring bounce rates, returning visitors and sessions.

#### 2019-ON CALL

#### LEAD WEB DESIGNER, INSPIRE HER: CONFIDENCE

At Inspire Her: Confidence, my position started as a web design and social media marketing intern, and later moved into the role of Lead Web Designer. Created website, designed layout, selected images and animations to create a digital platform that encompassed the purpose of the organization. Optimization of SEO and ongoing analyzation of Google Analytics. Over 1100 sessions since launch in 2019. Continuous maintenance of website. As time progresses and events come and go, the website undergoes updates and changes to stay relevant and modern. Promotion of the brand and ticket sales. Introduced the organization to other collectives and became partners. Brought brand awareness to universities and other institutions.

#### 2017 - 2019

# LEAD SALES CONSULTANT, VERIZON WIRELESS

Analyze the metrics of fellow sales consultants and show the trajectory of their current sales patterns. Created spreadsheets detailing sales metrics. Generated sales via telephone calls, follow ups, and maintaining positive customer relations.

#### 2015 - 2017

SALES AND MARKETING CONSULTANT, POWER HOME REMODELING GROUP

# Venus Nicole

New York <u>VenuNicole@gmail.com</u> | 646-373-7709

As a marketing consultant, leads were generated using door-to-door marketing methods, talking to homeowners, and closing them on a same-day if not next-day appointment for a home remodeling estimate. As a sales consultant, home remodeling estimates were given anywhere between \$4,000 and \$150,000 quotes.

#### **SKILLS**

- Verbal/Written Communication
- Computer Skills
- MS Outlook/Word/Excel
- Google Analytics
- Client/Product Research
- Detail Oriented
- Analytical Skills
- Strong Organizational skills
- A/B Testing
- Responsive Web Design
- Time Management
- Digital Marketing
- Project Management
- CRM
- B2B

#### **EDUCATION**

#### **MAY 2019**

#### M.A. ANTHROPOLOGICAL BUSINESS AND MARKETING, SUNY ALBANY

A deeper study on cultural behaviors, and the anthropological method can be used in business.

#### **DECEMBER 2014**

#### **B.A. ANTHROPOLOGICAL BUSINESS & ECONOMICS, SUNY ALBANY**

With a focus in cultural anthropology, my degree focused on how culture behaviors and patterns can be used to create stronger marketing and business campaigns based on their audience's culture.

#### **LANGUAGES**

- English
- Spanish
- Portuguese



# **Experience**

Brawn Media has successfully worked with Shaker Place Rehabilitation and Nursing Center for the past three years, implementing the goals described herein. We executed a four-phase plan providing the nursing home with services for marketing research, a complete rebranding, new web site design and development, and strategic marketing plan. We also worked closely with executive management and staff to help them navigate the COVID-19 pandemic through online communication and positive messaging. Below is a brief description of the work we have performed to date:

#### PHASE 1: RESEARCH

We conducted a SWOT analysis and deep dive of Albany County Nursing Home's marketing strategies that were impacting their brand. This competitive analysis allowed our team to define the strengths and weaknesses of the brand. Brawn Media created surveys that were presented to the staff to develop an understanding of what people thought about the Albany County Nursing Home's brand and reputation. Both internal and external research showed how the Nursing Home fits into the competitive landscape of the industry. Our goal in this analytical phase was to define the current brand identity in order to develop a new and concrete brand strategy.

#### PHASE 2: BRANDING STRATEGY

Using the information from Phase 1, our team crafted a brand strategy, a new, unique identity for The Albany County Nursing Home. We produced name and tagline ideas, logo designs, mission statement and a brand standard guide. We also worked with numerous nursing home staff to review, edit and update materials including brochures, stationary, admissions agreement, promotional materials and other documents. It was in this phase that the Shaker Place Rehabilitation and Nursing Center name and logo were born.



# PHASE 3: WEBSITE DESIGN & DEVELOPMENT

With the brand strategy complete, Brawn Media designed and developed a new website for the Shaker Place Rehabilitation and Nursing Center. We once again worked with your team to define the website's goals to best determine the necessary features and functionality. We included multiple features to help increase website conversions for new resident inquiries and employment applications, including an online brochure, online forms, online application, marketing videos for employment and new residents, and a virtual video tour of the nursing home. The website was built using best practices for user experience and technical programming and includes an SSL certificate for enhanced security and SEO and an "A" standard for ADA compliance.

# PHASE 4: MARKETING & EXECUTION PLAN

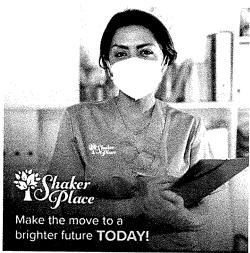
In this fourth phase of the plan, Brawn Media built a strategic media plan to support immediate recruitment needs, as well as implemented Search Engine Optimization and online reputation management to help build brand awareness and improve organic search engine rankings. A Q3/Q4 2019 recruitment campaign generated over 200 applications for employment that led to numerous interviews and successful hires. Throughout 2020 and the COVID-19 pandemic, we remained agile, ensuring all NYS and CDC guidelines were communicated quickly and clearly to residents, staff and their loved ones through the web site and other digital media channels as directed. We worked quickly to redesign creative to depict COVID mask compliance and to promote Shaker Place's brand-new, spacious, state of the art facility. At the end of 2020, we created and executed multi-media campaigns for both recruitment as well as new residents. These campaigns continued through Q3 2021 generating over 550 phone calls.

# Recruitment

#### **FACEBOOK AD**



Looking for a job that's inspiring and rewarding? Ready to work alongside experienced professionals who can help you advance your career? Join the Shaker Place team today and dedicate yourself to helping others in our brand new, state-of-the-art facility. The best part? We offer a compensation package that can't be beat! Apply today



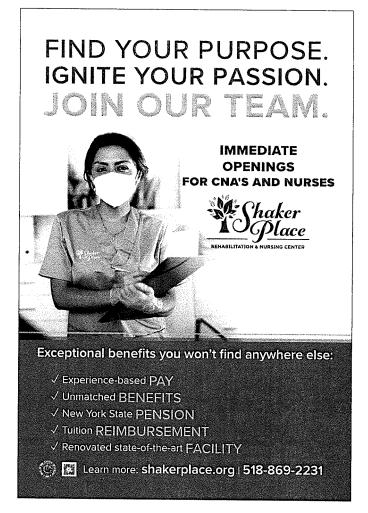
SHAKERPLACE.ORG

Now Hiring!

Immediate Openings for CNAs And Other Positi...

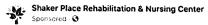
Apply Now

#### **BUS SHELTER**

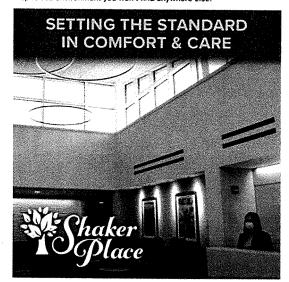


# New Resident

#### **FACEBOOK AD**



Our \$80 million renovation is now complete! Three brand-new, pristine wings are now open. Shaker Place provides a safe and spacious environment you won't find anywhere else.



HTTPS://WWW.SHAKERPLACE.ORG/RESOURCES/AD.
Watch Our Video Tour Now

Learn More

#### **DISPLAY AD**

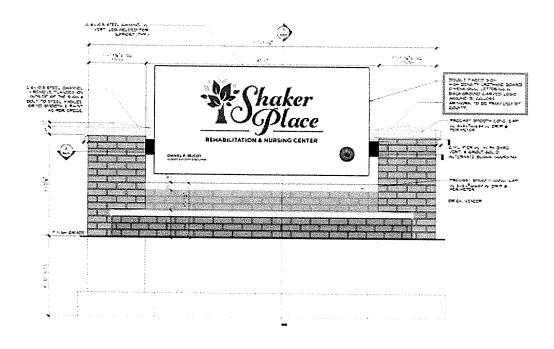


21





**URL: SHAKERPLACE.ORG** 







# **SECTION II**

# References

# ► FORT TICONDEROGA, NY

Contact: Beth Hill

Phone: 518.585.2821 / Email: bhill@fort-ticonderoga.org

For 8 years, Brawn Media has been working with Fort Ticonderoga as their sole advertising agency. Brawn Media has provided a wide range of services for Fort Ticonderoga including brand development, logo creation, SEM/SEO, online listings management, social media advertising, brochure distribution management, as well as traditional advertising such as print, television, and radio placements. Brawn Media has also provided creative design and production for all printed materials, radio and television commercials, and online advertisements.

# ► ALBANY MEDICAL CENTER — ALBANY, NY

Contact: Eli Fanning

Phone: 518.264.3422 / Email: fannine@amc.edu

Brawn Media has been working with Albany Medical Center for over 8 years providing an extensive suite of services including creative development, media negotiations and executions, search engine marketing, social media advertising, online brand reputation management, IT consulting and assistance with publicity for senior staff and executives. Brawn Media also developed their Albany Med EmUrgentCare Website and developed various landing pages.

# BURNS MANAGEMENT – ALBANY, NY

Contact: Peter Rosecrans

Phone: 518.456.7155 / Email: prosecrans@burnsmgmt.com
Brawn Media began working with Burns Management in 2013, providing
marketing and advertising services for their portfolio of 23 properties throughout
the Capital Region, including website development, paid digital advertising, search
engine optimization, content development, creative development and online
directory listing management. We have also worked with their other vendors to
help streamline lead tracking and efficiencies for online conversions.



# **SECTION III**

# **Plan Implementation**

# SCOPE OF SERVICES: CONTINUING SUCCESS

Brawn Media is excited to capitalize on the success of our marketing efforts by continuing a partnership with Shaker Place Rehabilitation and Nursing Center. Our strategies will continue to focus on driving positive sentiment for the Shaker Place brand, helping Shaker Place navigate the messaging & impact of Covid-19, and increasing the total volume of qualified residents & staff through custom digital and traditional marketing campaigns.

# ADVANCE THE SHAKER PLACE BRAND IN A POSITIVE LIGHT

Positive perception, both internally and externally, remains a priority. From reputation management to content development, we highlight Shaker Place's devotion to high standards in quality of care and employee happiness. Our talented writers will continue to create content for social media, the website, industry publications and more to promote the transformation of Shaker Place into a state-of-the-art facility.

We will communicate often with key internal staff and management to be aware of healthcare performance audits, infection control surveys, CMS star ratings and other awards that we can quickly begin using in our marketing and advertising.

Our creative team has designed and will continue to produce promotional material that brings Shaker Place the attention it deserves. Through traditional signage, advertising creative, photography and video, Shaker Place's brand will have strong visibility throughout the community.

# **HELP SHAKER PLACE NAVIGATE COVID-19 PANDEMIC**

Brawn Media understands the importance of frequent and thorough communication during the Covid-19 pandemic. Our team will continue to create messaging that puts trust in Shaker Place efforts towards resident safety and that clearly defines county, state and federal CDC guidelines to the public. We will ensure this messaging is continually updated on the Shaker Place website, and that protocols are being followed in our advertising, photography and video services.



#### MARKETING CAMPAIGNS FOR RECRUITMENT AND NEW RESIDENTS

We will build upon the learnings and success of our multimedia marketing campaigns to increase new resident inquiries at Shaker Place. This will include efforts such as paid search, display, Facebook, radio and print. Digital campaigns performance will continue to be tracked and refined based on results.

While the current job market has made recruitment efforts even more challenging than it has been in the past, Brawn Media has built a foundation of performance data and understands what tactics are the most efficient to meet your goals. We target your audience specifically where they are, through the medium they interact with the most, communicating the benefits of working at Shaker Place through both awareness and lead generation campaigns. This allows us to capture qualified candidates after multiple touchpoints. Employee retention strategies are equally important to recruitment. Through efforts like the Motivational Moments video series, Brawn Media will continue to help communicate staff value, acknowledge employee excellence, and encourage continued focus and engagement.



# **SECTION IV**

# **Cost Proposal**

# **CONTINUATION OF CURRENT SERVICES**

# SEO & Online Reputation Management Services:

- Technical Optimization and Monitoring
- XML Sitemap Creation and Updates
- Proper redirect set up and maintenance
- Maintain Site Structure and Integrity
- · Robots.txt File Optimization
- Site Speed Optimization, Page Load Times, Image Compression
- On-Page Optimization
- Keyword Research and Improvements
- Content Hierarchy and Formatting Incorporation of Variations of Targeted Phrases
- Internal Linking Strategy Improve Contextual Relevancy throughout the Site
- Monthly Content/Blog Post (1)
- Add to BrawnGuard for online business listings management and location data management for Shaker Place
- Sync, correct and/or create business listings for Shaker Place across 70 different online search engines, directories, and mapping sites
- Suppress incorrect/duplicate listings that appear online
- Add enhanced content and features to online listings
- Monitor review sites for reviews, formulate responses, and post approved responses

# SEO & Online Reputation Management Cost: \$1,300 per month

## Organic Social Media Services:

- Write (4) social posts per month and schedule/post on Shaker Place's Facebook and Instagram pages.
- Create/source imagery for post from SP staff or from Brawn's creative resources.
- Work with Shaker Place staff to get imagery from events at the nursing home
- Monitor social media and engage with comments on Facebook & Instagram

Organic Social Media Cost: \$435 per month

SSL Annual Certificate: \$125

Annual Website Hosting: \$480

Motivational Moments Monthly Subscription: \$495 per month

Motivation Moments Monthly Website Updates: \$150 per month

Agency Monthly Retainer: \$125 Per Hour (Based on Need)

15% Agency Commission on Traditional Media Buy 15-30% Agency Commission on Digital Media Buy The above fees include the following:

- · Media planning
- · Media negotiating and placement
- · Analysis and review of media opportunities
- · Verification of placements
- · Trafficking of all buys
- · Management of make goods
- · Post buy analysis
- Optimization
- · Setup of digital campaigns
- Execution of buys
- Reporting
- · Meetings with Albany County Nursing Home
- · Meetings with media vendors
- Securing value added opportunities
- · Review invoices and if necessary resolve conflict

#### Additional Services As Needed:

Creative Services: \$100 Per Hour

Photography: \$100-250 Per Hour (Depends on Needs)

Video Production: \$250 Per Hour

Website Development: \$150 Per Hour

Content Writing: \$65 Per Hour

# **COUNTY OF ALBANY**

# COST PROPOSAL FORM

# PROPOSAL IDENTIFICATION:

Title: Consultant to Provide Integrated Communications Plan RFP Number: 2021-108

COMPANY:	Brawn Media Inc
ADDRESS:	441 New Karner Rd
CITY, STATE, ZIP:	Albany, NY 12205
TEL. NO.:	518-472-0060 extlol
FAX NO.:	
FEDERAL TAX ID NO.:	20-2974704
REPRESENTATIVE:	Donna Brownson
E-MAIL:	donna b@ brownmediany.com
SIGNATURE AND TITLE	President & CEO
DATE <u>8/5/2</u>	202

# **SECTION V**

# **Mandatory Documents**

#### **COUNTY OF ALBANY**

#### **PROPOSAL FORM**

#### PROPOSAL IDENTIFICATION:

Title: Consultant to Provide Integrated Communications Plan

RFP Number: 2021-108

#### THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent Albany County Department of General Services Purchasing Division 112 State Street, Room 1000 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

DONE

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

(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;



# **PROPOSED BUDGET**

Service/Campaign	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Total
SEO & Online Reputation Management Services	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$15,600
Organic Social Media Services	\$435	\$435	\$435	\$435	\$435	\$435	\$435	\$435	\$435	\$435	\$435	\$435	\$5,220
Annual Web Hosting	\$0	\$0	\$0	\$0	\$6	<b>\$</b> 0	\$480	\$0	\$0	\$0	\$0	\$0	\$480
SSL Annual Certificate	\$0	\$0	\$0	\$0	\$0	\$0	\$125	\$0	\$0	\$0	\$0	\$0	\$125
Motivational Moments Monthly Updates	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,800
Motivational Moments Monthly Subscription	\$495	\$495	\$495	\$495	\$495	\$495	\$495	\$495	\$495	\$495	\$495	\$495	\$5,940
Otrly Video/ photo shoots for content/ website	\$500	\$0	\$0	\$500	\$0	\$0	\$500	\$0	\$0	\$500	\$0	\$0	\$2,000
Recruitment/ New Resident Multi-Media Campaigns		\$22,500			\$12,000			\$22,500			\$12,000		\$69,00
TOTAL	\$25,380	\$2,380	\$2,380	\$14,880	\$2,380	\$2,380	\$25,985	\$2,380	\$2,380	\$14,880	\$2,380	\$2,380	\$100,1

COST YEAR ONE: \$100,165 COST YEAR TWO: \$100,165

TOTAL CONTRACT: \$200,330

- (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.
- 6. The following documents are attached to and made a condition of this Proposal:
  - (a) Non-Collusive Bidding Certificate (Attachment "A")
  - (b) Acknowledgment by Bidder (Attachment "B")
  - (c) Vendor Responsibility Questionnaire (Attachment "C")
  - (d) Iranian Energy Divestment Certification (Attachment "D")

7. Communication concerning this	Proposal shall be addressed to:
----------------------------------	---------------------------------

Donna Brownson	
Phone: 5/8-472-0060 x 101	

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

#### **ATTACHMENT "A"** NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Signature

President & CEO

Title

Brawn Media, Inc.

### n 3

## ATTACHMENT "B" ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:			
STATE OF	,		
COUNTY OF	, )	SS.:	
On this day	o.f		00 1.0
On thisday	*	to me know	20, before me personally appeared and known to me to be the same person(s) described in and
who executed the within instrumen	t, and he (or	they several	lly) acknowledged to me that he (or they) executed the same.
			Notary Public, State of
			Qualified in
			Commission Expires
If Corporation:			
AFL LIND	V		
STATE OF COUNTY OF COUNTY OF	T	SS.:	
	J di	1011C	L 71
An this Day	of Child	rillo	, 201, before me personally appeared
address) UNITER	WATER STATE	1 to the kno	wn, who, being by me sworn, did say that he resides at (give
SIGNESCE	0	<u>Carry</u>	of the (name of corporation)
instrument: that he known the coal			, the corporation described in and which executed the above
that it was so affixed by order of t	of the corpo he board of	directors of	that the seal affixed to the instrument is such corporate seal; the corporation, and that he signed his name thereto by like
order.			A A A A A A A A A A A A A A A A A A A
			WIRKL- WM IN PA
			After 1 Will
			Notary Public, State of 1/1 V
			Qualified in FTUSTIATY WWYST
			25/7/77
If Partnership:			Commission Expires / / / / / / / / / Jessica Whitman
			Notary Public, State of New York
STATE OFCOUNTY OF	)	SS.:	Reg. No. 01WH6370679 Qualified in Rensselaer County
	,	33	Qualified in Rensselaer County My Commission Expires February 5, 202-7
On the			, 20, before me personally came
, to me ladid depose and say that he / she is a	mown to be	the individu	al who executed the foregoing, and who, being duly sworn,
the authority to sign the same, and a	cknowledge	ed that he / sl	and that he / she has be executed the same as the act and deed of said partnership.
			Notary Public, State of
			Qualified in
			Commission Expires

# ATTACHMENT "C" ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDORAS:						
PRIME CONTRACTOR						
2. VENDOR'S LEGAL BUSINESS NAM DVG Media, Inc			3. IDENTIFICATE a) FEIN # 2 b) DUNS #			
4. D/B/A - Doing Business As (if applica	ble) & COUNTY FIELD:	***************************************	5. WEBSITE ADI	RESS (if a	applicable)	
Brown Media	Albany		brawnn	-		om
6. ADDRESS OF PRIMARY PLACE OF	~ リカギウ		7. TELEPHONE NUMBER 518-472-	060	8. FAX NU	MBER
9. ADDRESS OF PRIMARY PLACE OF IN NEW YORK STATE, if different from	BUSINESS/EXECCUTIVE OF		10. TELEPHONE NUMBER		11. FAX NO	UMBER
12. AUTHORIZED CONTACT FOR TH Name Donna Browns Title President GEO Telephone Number 518-476 Fax Number e-mail donna be brau 13. LIST ALL OF THE VENDOR'S PRI	son 2-0060 Un mediany.c	ðη				
a) NAME Ponna Brownson	TITLE President 4 CEO	b) NAME		TITLE		
c) NAME	TITLE	d) NAME		TITLE		
A DETAILED EXPLANATION IS REQU ATTACHMENT TO THE COMPLETED THE COUNTY IN MAKING A DETERM THE QUESTION NUMBER.	QUESTIONNAIRE. YOU MU	ST PROVID	DE ADEQUATE DE	TAILS OR	DOCUMENT	CIA OT 2T
<ol> <li>DOES THE VENDOR USE, OR H NAME, FEIN, or D/B/A OTHER T name(s), Federal Employer Identifi numbers were/are in use. Explain t</li> </ol>	THAN THOSE LISTED IN ITEM cation Number(s) or any D/B/A r	4S 2-4 ABO	VE? List all other but	einess	Yes	N₀
15. ARE THERE ANY INDIVIDUAL TO THE VENDOR, INCLUDING PAST ONE (1) YEARS HAVE SE	PRICIPAL OWNERS AND OF	GERIAL OF	R CONSULTING CA TO NOW SERVE OF	PACITY R IN THE		. ,
<ul> <li>a) An elected or appointed publicity each individual's name,</li> <li>to, and dates of service</li> </ul>	ic official or officer? business title, the name of the org	ganization aı	nd position elected or	appointed		□YNo
b) An officer of any political pa List each individuals name, with applicable service dates	nty organization in Albany Count business title or consulting capa s.	ty, whether p wity and the	oaid or unpaid? official political pos	ition held	Yes	□ <b>/</b> No

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFLITIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:		
	<ol> <li>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</li> </ol>	☐ Yes	No No
	<ol><li>been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</li></ol>		
	<ol><li>entered into an agreement to a voluntary exclusion from bidding/contracting;</li></ol>		
	<ol> <li>had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</li> </ol>		
	<ol><li>had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</li></ol>		
	<ol> <li>had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</li> </ol>		
	<ol><li>been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</li></ol>		
	<ol> <li>been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</li> </ol>		
	<ol><li>had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</li></ol>		
	b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	Yes	⊠N <sub>0</sub>
	c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:		_/
	1. federal, state or local health laws, rules or regulations.	Yes Yes	No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate	Yes	∏⁄Xí₀
	the status of each item as "open" or "unsatisfied."		
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:		
	a) file returns or pay any applicable federal, state or city taxes? Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.	☐ Yes	™w
	b) file returns or pay New York State unemployment insurance? Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.	☐ Yes	
	c) Property Tax  Indicate the years the vendor failed to file.	☐ Yes	□No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES: WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OR THE DATE OF FILING?  Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated,	Yes	Ū∕No
	remain pending or have been closed. If closed, provide the date closed.		
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes	Ŋ No



21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:	☐ Yes	N/No	
	<ul> <li>a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;</li> </ul>		<b>130</b> 140	
	Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency			

1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

#### ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN#20-2974704

State of: New York )

County of: Albany )

#### **CERTIFICATION:**

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering
  into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business Brown Media Address 441 New Korner Rd City, State, Zip Albany, NY 12205

Signature of Owner \_

Printed Name of Signatory

Title President

Syon before me this 5 day of AUGUH 2021

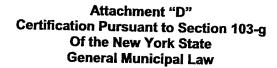
Jessica Whitman
Notary Public, State of New York
Reg. No. 01WH6370679
Qualified in Rensselaer County
My Commission Expires February 5, 2022

Printed Name

Signature

15/202

Date



- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
  - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

5/2021

Presidents CFD Title Brawn Media Inc. Company Name

## BRAWNMEDIA



THANK YOU FOR YOUR CONSIDERATION.



DANIEL P. McCOY COUNTY EXECUTIVE

# COUNTY OF ALBANY DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION 112 STATE STREET, ROOM 1000 ALBANY, NEW YORK 12207-2021 (518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM PURCHASING AGENT

#### **MEMORANDUM**

TO:

Thomas Coffey

Administrator

FROM:

Karen Storm

Purchasing Agen

DATE:

August 13, 2021

RE:

RFP #2021-108

I am in receipt of your recommendation to award the aforementioned Request for Proposals to Brawn Media Inc. in the amount of \$200,300.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Brawn Media Inc. for an award.

Please obtain the necessary contract approval of the County Legislature, so that we may issue a Notice of Award to the successful proposer.

#### Shaker Place Rehabilitation and Nursing Center RFP #2021-108 Integrated Communications Plan

Shaker Place Rehabilitation and Nursing Center received a total of two (2) proposals in response to the RFP for a Consultant to Provide an Integrated Communications Plan. The proposals were reviewed by ACNH staff members, Thomas Coffey, Administrator, Amie Bennett, Director of Social Work and Laura Vartanian, RN, Administration. The criterion that was established in the RFP to evaluate the proposals was utilized by each individual to rank each firm's ability to effectively and efficiently meet the Scope of Services.

#### **Comments:**

#### 1. Brawn Media Inc. - Total Average Rating Score: 5

Brawn Media Inc. has a history of providing an integrated communications plan to a number of businesses, including health care facilities in Albany. Brawn Media's proposal demonstrated both the capability and professional qualifications necessary to fulfill all aspects of the scope of services. Brawn Media is the facility's current consultant and has demonstrated the ability to meet our expectations.

#### 2. Relentless Awareness LLC – Total Average Rating Score: 4.72

Relentless Awareness has a history of providing an integrated communications plan to a variety of local businesses/agencies. Relentless Awareness's response demonstrated both the capability and professional qualifications necessary to fulfill all aspects of the Scope of Services.

#### **Recommendation:**

Both firms documented in their respective proposals the capabilities and qualifications necessary to fulfill the Scope of Services. Both firms have the references that would suggest that they would meet our expectations having prior experience, demonstrated capabilities and professional qualifications. Additionally, both firms submitted highly competitive cost proposals. Brawn Media's cost proposal was the lower of the two respondents. We have included a copy of the rating sheets completed by each reviewer for your information.

The facility recommends that the contract be awarded to Brawn Media Inc.

RFP #2021-108 Consultant to Provide Integrated Communications Plan

Proposal Rating Worksheet

Proposer: Brawn Media Inc

		Tom	E	Amie	ue	Laura	ra	***************************************	
	Weight	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Quality and comprehensiveness of all aspects of the consulting	30%	5	1.5	\$	1.5	5	1.5		0
Demonstrated history of providing services as stated in the scop	25%	5	1.25	5	1.25	5	1.25	The state of the s	0
Proposed cost	25%	5	1.25	5	1.25	5	1.25		0
Prior experience	10%	5	0.5	S	0.5	\$	0.5		0
Client references	10%	5	0.5	8	0.5	5	0.5		0
TOTALS:			ß	n ann ann an ann ann ann ann ann ann an	5		5		0

NOTES:

RFP #2021-108 Consultant to Provide Integrated Communications Plan

**Proposal Rating Worksheet** 

Proposer: Relentless Awareness LLC

		To	Tom	An	Amie	Laura	ıra		
	Weight	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Quality and comprehensiveness of all aspects of the consulting	30%	5	1.5	5	1.5	5	1.5		0
Demonstrated history of providing services as stated in the scol_	25%	5	1.25	5	1.25	5	1.25		0
Proposed cost	25%	4	<b></b>	4	1	4			0
Prior experience	10%	5	0.5	5	0.5	5	0.5		0
Client references	10%	5	0.5	5	0.5	4	0.4		0
TOTALS:			4.75		4.75	·	4.65		0

NOTES:

#### RESOLUTION NO. 318

AUTHORIZING AN AGREEMENT WITH BRAWN MEDIA REGARDING MEDIA AND CONSULTING SERVICES FOR THE SHAKER PLACE REHABILITATION AND NURSING CENTER

Introduced: 9/14/20

By Audit and Finance and Elder Care Committees:

WHEREAS, The Executive Director of the Albany County Department of Residential Health Care Facilities has requested authorization to enter into an agreement with Brawn Media in an amount not to exceed \$100,000 for the term commencing January 1, 2021 and ending December 31, 2021, and

WHEREAS, The Executive Director has indicated that such an agreement is necessary to provide media and branding consultation and services for the Shaker Place Rehabilitation and Nursing Center, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Brawn Media, Albany, NY 12205 for the provision of media and branding consultation and services for the Shaker Place Rehabilitation and Nursing Center in an amount not to exceed \$100,000 for the term commencing January 1, 2021 and ending December 31, 2021, and be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Referred to Audit and Finance and Elder Care Committees – 9/14/20 Favorable Recommendation Elder Care Committee – 9/30/20 Favorable Recommendation Audit and Finance Committee – 10/1/20 Adopted by unanimous vote – 10/13/20