

# **COUNTY OF MONTGOMERY**

## **REQUEST FOR PROPOSALS**

### **MONTGOMERY COUNTY COMMISSION ON REAPPORTIONMENT RFP 10-22 CONSULTANT SERVICES**

#### **RFP DISTRIBUTION- *IMPORTANT NOTICE***

The County of Montgomery officially distributes RFP documents through the Purchasing Department copies obtained from any other source are not considered official documents. Only those vendors who obtain bidding documents from the Purchasing Department are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Montgomery County Purchasing Department, it is strongly recommended that you obtain an official copy.

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

1.1 The Montgomery County Commission on Reapportionment is seeking proposals from qualified consultants to analyze census data and provide feedback and recommendations for revisions to the Montgomery County legislative district map.

#### **SECTION 2: RECEIPT OF PROPOSAL:**

2.1 All proposal and other required documents must be submitted by email and by mail with the name and number of the proposal. Proposals must be received by 3pm on Friday June 3rd, 2022 to the following address:

[jhernigle@co.montgomery.ny.us](mailto:jhernigle@co.montgomery.ny.us)

Montgomery County Purchasing  
Attn Jackie Hernigle  
PO Box 1500  
Fonda, NY 12068

2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Montgomery 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 Montgomery 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 Montgomery County Commission on Reapportionment reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.

2.6 Montgomery County Commission on Reapportionment reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive, or conditional Proposals.

2.7 Montgomery County Commission on Reapportionment 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 the Montgomery County Commission on Reapportionment.

2.9 During the evaluation of Proposals, the Montgomery County Commission on Reapportionment 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:**

Proposer must demonstrate experience in analyzing census data and revising political maps in accordance with updated census data.

### **SECTION 4: TERM OF CONTRACT:**

4.1 The contract term shall be through August 15, 2022.

4.2 The successful Proposer shall execute a contract with the County of Montgomery in substantial conformance with this RFP as approved by the County Attorney.

### **SECTION 5: COST PROPOSAL:**

5.1 Submit a cost proposal for the services described above in Section 3 and submit along with the Non Collusion and Anti-Discrimination Certification. Detail the fee structure for the Proposal.

5.2 Provide any other relevant information that will assist the Montgomery County Commission on Reapportionment in evaluating your Proposal.

**MONTGOMERY COUNTY  
GENERAL CONDITIONS  
NON-COLLUSION CERTIFICATE**

**NON-COLLUSIVE CERTIFICATION:**

(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/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her/their knowledge and belief:

1. The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
2. Unless otherwise required by law, the prices that have been quoted in this package have not been knowingly disclosed by the bidder/proposer prior to opening, directly or indirectly, to any other bidder/proposer or to any competitor; and
3. No attempt has been made or will be made by the bidder/proposer to induce any other person, partnership, or corporation to submit or not to submit a bid/proposal for the purpose of restricting competition.

\_\_\_\_\_  
Name of Bidder/Proposer

\_\_\_\_\_  
Signature and Title of Signer

\_\_\_\_\_  
Date

**NOTE:**

A bid/proposal shall not be considered for award nor shall any award be made where (a) 1, 2 and 3 above have not been complied with; provided, however, that if in any case the bidder/proposer cannot make the foregoing certification, the bidder/proposer shall so state and shall furnish with the bid/proposal a signed statement that sets forth in detail the reason(s) therefore. Where (a) 1, 2, and 3 above have not been complied with, the bid/proposal shall not be considered for award

nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder/proposer (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers 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/proposed, does not constitute, without more, a disclosure within the meaning of subparagraph (a) 1.

## ANTI-DISCRIMINATION CERTIFICATION

During the performance of this contract, (the contractor) hereby agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, color, creed or national origin. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (f) hereinafter called "non-discrimination clauses". If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
- (c) The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's Laws against discrimination as the State Commission for Human Rights shall determine.
- (d) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
- (e) The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

- (f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

GENERAL CONDITIONS ACCEPTED BY:

Firm: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_