REQUEST FOR PROPOSALS
For
GENESEE COUNTY

The Purchase and Operation of the Genesee County Nursing Home

RFP 2014-109

Issue Date:
WEDNESDAY, AUGUST 20, 2014

Due Date:
MONDAY, OCTOBER 6, 2014—PRIOR TO 2:00 p.m.

Respond to:
GENESEE COUNTY
COUNTY BUILDING #1
ROOM 317A
15 MAIN STREET
BATAVIA, NEW YORK 14020

Attention:
MICHAEL PATTERSON, DIRECTOR, PURCHASING
GENESEE COUNTY
PURCHASING DEPARTMENT

RESPONSE CHECKLIST

RFP 2014-109
The Purchase and Operation of the Genesee County Nursing Home

Your attention is called to the requirements and specifications listed below, which must be complied with in full as part of this request for proposals (“RFP”).

Failure to submit any of the documents listed below as part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation or provision not officially invited in this RFP may be cause for rejection of your proposal.

Please check each item indicating your compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL.

_____ RESPONSE CHECKLIST
_____ PRICING SUBMISSION SHEET (Personal Submission)
_____ NON-COLLUSION FORM
_____ PROPOSAL FORM
_____ REQUIRED FORMS AS LISTED IN RFP
_____ ADDENDUM(S) ACKNOWLEDGED (IF APPLICABLE)
_____ ADDITIONAL LITERATURE/BROCHURES (IF APPLICABLE)
_____ ONE (1) ORIGINAL AND THREE (3) COPIES OF PROPOSAL DOCUMENTS

Please read all the information contained in this package.

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Genesee County
REQUESTS FOR PROPOSALS

RFP 2014-109
The Purchase and Operation of the Genesee County Nursing Home

Genesee County (the “County”) invites your company (the “Company”) to respond to this request for proposals (“RFP”) for the Purchase and Operation of the Genesee County Nursing Home.

The Company will need to download the RFP document from the Genesee County website at [http://www.co.genesee.ny.us/](http://www.co.genesee.ny.us/). Other documentation will also be available at the Genesee County website. Questions regarding access to the RFP may be directed to the Genesee County Purchasing Office, located at 15 Main Street, Batavia, NY 14020, at 585.344.2550 (x2201), Monday through Friday, between 8:30 am and 5:00 pm.

The Company must provide written notice of its intent to submit a proposal not later than Tuesday, September 23, 2014 to the Genesee County Purchasing Director (at the address below). Failure to provide such notice will result in the Company not receiving any potential addenda, changes or clarifications to the requirements and specifications in connection with the RFP.

Sealed proposals must be in the possession of Genesee County Purchasing Director, County Building No.1, 15 Main Street, room 317A, Batavia, New York 14020, no later than Monday, October 6, 2014, prior to 2:00 p.m. (EST). Any late proposals will be returned, unopened to the Company.

The County reserves the right to forego any formalities and reject any or all bids.

Genesee County is an equal opportunity employer.
SECTION I - BACKGROUND

Genesee County is looking for an experienced owner/operator of one or more skilled nursing facilities to purchase the Genesee County Nursing Home and to continue the operation and mission of that facility in the community.

An overview and description of the Genesee County Nursing Home is attached as Attachment A. This document includes an overview of the operation, number of beds, description of the physical aspects of the facility, etc.

A legal description of the real property involved in this transaction is attached as Attachment B.

The Company is directed to the Genesee County Nursing Home’s financial statements for the fiscal years 2011 thru 2013, which may be accessed at the Genesee County website. Asset and equipment inventories may also be accessed in the same manner.

The Company is also directed to the Asset Purchase Agreement which may be accessed in the same manner and which substantially provides the terms for the purchase of assets as a part of any sale of the Genesee County Nursing Home.

II. INSTRUCTIONS

1. The Company must provide written notice to the Genesee County Purchasing Director of their intent to submit a proposal not later than Tuesday, September 23, 2014.

2. Submission of a proposal will constitute an offer of purchase for the Genesee County Nursing Home and shall not be revoked by the Company without consent of the County unless otherwise set forth herein.

3. Pre-proposal site visits will be scheduled for September 24, 25, 26 and 29, 2014; at the Genesee County Nursing Home in Batavia, New York (the “Property”). The Company must register its intent to submit a proposal with the Genesee County Purchasing Director to be eligible to arrange a pre-proposal site visit, attend any pre-proposal meeting, or submit written inquiries about the RFP to the County for a written response.

4. The Company is expected to do its due diligence before submitting a proposal.

6. The scope, terms and specifications set forth herein do not constitute a guarantee and are as accurate as the County can ascertain at this time. The Company shall hold the County harmless on account of any inaccuracies in the RFP. Any information, material, or documents prepared or distributed in connection with this RFP are for convenience only and are intended to give the Company a general understanding of the real and personal property, operations, condition, location and size of the Genesee County Nursing Home. The County is not responsible or liable for any errors in such materials. The Company is expected to thoroughly examine and research all information and materials prior to making a proposal.

7. Permission will not be granted to modify or explain any proposal after it has been opened except through the post proposal submission interview process as the County may establish.

8. The County reserves the right to waive any informality, reject any or all proposals or accept any proposal, in whole or part, if deemed in the best interests of the County.


10. Any award shall be subject to the execution of an Asset Purchase Agreement and such other agreements as may be necessary to effectuate the transaction, which may include, without limitation, Assignment and Assumption Agreement, Bill of Sale, Escrow Agreement, Confidentiality and Non-Disclosure Agreement, and Medical Records Transfer Agreement to the extent the same is permitted by law. No legal obligation shall arise on the part of the County unless and until an Asset Purchase Agreement is executed by the parties. The County shall bear no responsibility for any costs which the Company may incur with regard to preparation of a proposal, investigation and due diligence, attendance at meetings or interviews and the like, all of which shall be at the Company’s own expense.
11. ALL PROPOSALS WILL BE ACCOMPANIED BY A CERTIFIED, BANK, OR CASHIERS CHECK IN THE AMOUNT OF $100,000.00 PAYABLE TO THE GENESEE COUNTY TREASURER. SUCH CHECKS WILL BE HELD AND RETURNED TO ANY COMPANY WHO IS NOT SUCCESSFUL IN ENTERING INTO A CONTRACT FOR THE PURCHASE AND SALE OF THE GENESEE COUNTY NURSING HOME. IN THE CASE OF A SUCCESSFUL COMPANY, SUCH CHECK SHALL BE CASHED UPON EXECUTION OF A CONTRACT OF PURCHASE AND SALE TO SERVE AS A SECURITY DEPOSIT AND SHALL BE APPLIED TO THE AGREED UPON PURCHASE PRICE. PROPOSALS SUBMITTED WITHOUT THE EARNEST MONEY CHECK IN THE PROPER AMOUNT WILL NOT BE CONSIDERED.

SECTION III. TERMS AND CONDITIONS

IT IS IMPORTANT THAT THE COMPANY COMPLY WITH AND FULLY ADDRESS THESE TERMS AND CONDITIONS. ANY FAILURE TO MEET OR ADDRESS ANY OF THE TERMS AND CONDITIONS, OR ANY MODIFICATION TO OR DEVIATION FROM THE TERMS AND CONDITIONS, MAY RESULT IN THE PROPOSAL NOT BEING CONSIDERED.

1. The County will only accept proposals for a cash purchase of the Genesee County Nursing Home with the entire amount due at closing of the asset purchase agreement.

2. The Company shall provide evidence of sufficient assets to purchase the Property and/or to secure adequate financing to do so. Further, the Company shall submit sufficient financial information to demonstrate its financial stability and ability to operate the Genesee County Nursing Home at the same or similar level of service as is now the case for a period of at least ten (10) years. Proof of financial stability and ability may take the form of, but is not limited to, bank statements, audited financial statements, loan commitments from recognized and reputable lending institutions, bank or brokerage accounts in the name(s) of principals of the Company. The financial proof submitted must demonstrate the ability and wherewithal to close the transaction at the offered price and to operate the Genesee County Nursing Home for a period of ten (10) years following the purchase. The determination of financial ability and suitability shall be made in the sole discretion and judgment of the County. Failure to submit such financial information or submission of information, which the County finds is inadequate in its sole discretion and determination, will result in the proposal not being considered.

3. The company will substantially agree to the terms and conditions of the Asset Purchase Agreement referenced in this RFP.

4. Upon acceptance of any proposal, the County and the Company will enter into an Asset Purchase Agreement. Upon acceptance of any proposal and execution of the Asset Purchase Agreement, the Company shall by certified, cashiers or bank check make a deposit equal to ten percent (10%) of the purchase price less the earnest money deposit, with the full balance of the purchase price to be paid in like manner at closing. Deposit payments, when made, become non-refundable with the total deposit to be credited to the
purchase price at closing.

5. The Genesee County Nursing Home will be sold in its entirety to a single entity, or to more than one entity with related ownership.

6. The Genesee County Nursing Home is being sold “as is” and Genesee County makes no guaranty or warranty with regard thereto.

7. Any sale is subject to the approval of the Genesee County Legislature, as a duly constituted legislative body.

8. The sale, transfer of beds and other aspects of the transaction are subject to the rules, regulations, and approval of the New York State Department of Health as well as the State Public Health and Health Planning Council.

9. The Company must agree that to the extent possible, persons who are residents of the Genesee County Nursing Home as of the closing date will remain as residents after the closing date. No resident in good standing, financially and otherwise, shall be transferred by the Company after the closing, unless medically necessary or appropriate, without the resident’s express written consent and in accordance with applicable federal and state rules and regulations. The Company must also agree that to the extent possible and in compliance with relevant law, that County residents will have a preference with regard to new admissions.

10. The sale is subject to both the County and Company adhering to and complying with all relevant municipal, County, State, and Federal ordinances, laws, rules, and regulations relative to the sale of a nursing home. The Company shall be responsible for obtaining any and all permits and approvals from the appropriate municipal, County, State and Federal authorities. The Company shall be solely responsible for any fees in connection with any required applications for permits or approval and shall be solely responsible for any legal, accounting, consultant or other professional fees or expenses incurred with regard to any such permits or approvals. The County shall fully cooperate with and assist the Company in connection with securing such permits or approvals.

11. Prior to the closing date, the Company will establish a process to consider the employment of existing County employees at the Genesee County Nursing Home who express an interest to continue such employment whether by written application or other procedure established by the Company.

12. All costs related to the transactions shall be the responsibility of the successful Company which shall include, but not be limited to, abstracts of title/title searches, surveys, title company or title insurance charges, environmental investigations, closing expenses, transfer tax, if any, recording and filing fees for the deed or deeds and related documents required for the completion of a real estate transaction and any and all other costs related to the transaction.
13. The Property will be subject to taxes after the closing. In the event that the successful Company is a Not For Profit Corporation, the County reserves the right to request a PILOT agreement in an amount equal to the *ad valorem* tax which would be otherwise charged if a for profit entity owned the facility as part of the process of negotiating the purchase and sale agreement.

14. The County reserves the right to insert covenants in any deed or deeds setting forth any or all of the requirements and covenants set forth in the RFP.

SECTION IV. SPECIFICATIONS FOR THE COMPANY

THE COMPANY MUST RESPOND TO THE FOLLOWING SPECIFICATIONS IN A NARRATIVE RESPONSE.

1. Describe the nature of your organization. Proprietary or not for profit? Ownership of single or multiple nursing home facilities? Local, regional, statewide or national organization? Identify present or proposed principals and outline their experience and credentials relevant to the operation of a skilled nursing facility.

2. Describe relevant experience operating facilities such as the Genesee County Nursing Home. Describe how such relevant experience will relate to providing quality care to residents, developing positive relationships with family members and overall enhancing quality of life for residents and staff at the Genesee County Nursing Home.

3. Describe your familiarity with Genesee County or similar communities in upstate New York and discuss your view of existing and future long term care needs for Genesee County or similar communities. Set forth any proposals, recommendations, or ideas you have to creatively meet those needs.

4. A key element in the County’s review of proposals will be the Company’s plans for maintaining continuity for residents. This includes both their continued residence at the Genesee County Nursing Home and continuity in the present level of care and service to the community. Describe your plan for such continuity and the ability of residents to remain in the facility. Describe any previous experience which you have had with regard to assuming ownership of a skilled nursing facility with existing residents.

5. The Genesee County Nursing Home has been an important community asset for the many years as it has been operated as a public facility. As a public facility, a level of accountability to the community existed because of the ultimate responsibility of elected officials. Describe how you would engage with and provide a sense of transparency and accountability to the public.

6. Provide specific details about your organization’s experience, including number of years providing services to residents of facilities which you currently own or operate. Please include information such as case mix indices, occupancy rates, payor mix, nursing service case loads, quality surveys, your approach to monitoring, assuring and improving
quality of care, and any other relevant information.

7. Describe your organization’s financial stability and viability as it relates to your ability to complete this transaction and then operate the Nursing Home for at least the next ten years. Reference Section III, Paragraph 2 (“Terms and Conditions”) for a description of acceptable proof of financial stability and viability.

8. The successful Company will be expected to work with the County to develop and implement a transition plan covering resident care and service continuity, the status of existing employees, financial and all other issues relevant to the transfer of ownership and operation from the County. Set forth the issues that should be addressed in such a plan, and to the extent possible, outline your suggestions for what should be in the transition plan for Genesee County Nursing Home and how it should be implemented.

9. Identify proposed staffing for Genesee County Nursing Home and provide resumes for all key management personnel (if known).

10. Set forth information related to the Company’s character and competency which would be pertinent to the Company’s ability to secure approval from the New York State Department of Health and the Public Health and Health Planning Council. This may include information with regard to prior applications for Certificates of Need submitted to the New York State Department of Health, circumstances of such filings and their disposition. If the Company is a licensed health care provider or other licensed organization, include information on any investigations, surveys, material negative findings, sanctions, or pending regulatory or legal proceedings.

11. Provide a list of any and all criminal convictions within the last ten (10) years of the Company or of any officer or director thereof or of any related or affiliated company.

12. Provide a list of any and all civil penalties, judgments, consent decrees, violations, statements of deficiency or other sanctions against the Company, any officer or director thereof or of any related or affiliated company.

13. Provide a list of any and all current investigations, indictments or pending litigation by any Federal, State or Local jurisdiction against the Company, any officer or director thereof or of any related or affiliated company.

14. Provide a list of any and all actions occurring with the last ten (10) years which have resulted in revocation or suspension of any permit or authority to do business in any Federal, State or Local jurisdiction by the Company, any officer or director thereof or of any related or affiliated company.

15. Provide a list of any and all legal actions occurring in the last ten (10) years that have resulted in the barring from public proposal submissions of the Company, any officer or director, or any related or affiliated company.
SECTION V - PROPOSAL FORMAT
The following is what is expected in each of the major sections of your proposal:

Section A – Introduction:
This section should contain an Executive Summary which demonstrates your understanding of the project goals and objectives as outlined in this document.

Section B – Company Profile and History:
The name and title of person submitting the proposal. The name, phone number and e-mail address of person the Awards Committee should contact with any questions on the proposal. The type of organization (corporation, partnership or sole proprietorship). Relevant documentation of the Company’s history, including capabilities in the areas of skilled nursing and related long term care services, number of years in business, number of years doing business in New York State, size and scope of operation. A statement indicating the Company is in good financial standing, not in any form of bankruptcy, and current in taxes.

Section C – Requirements:
The Company must demonstrate compliance with requirements listed in this RFP. The Company shall provide the following information with the proposal:
1. Current list of skilled nursing and/or other long term care facilities owned and/or operated by the Company.
2. A financial statement of the Company’s business and operations attested to by a certified public accountant and bank references.
3. A letter of credit or demonstration of financing to perform the transaction and purchase the nursing home by the proposed closing date.
4. Narrative comments responsive to the specifications set forth above together with any requested documentation.

Section D – Required Forms:
1. Proposal shall be submitted on Genesee County Forms listed in this RFP, unless otherwise indicated in the RFP, or the proposal will not be considered. Specifically, the Company must include a signed Proposal, Non-Collusion Statement and all Addenda.
2. Proposal must be typed or printed in ink. Original autograph signatures in ink are required.
3. Each proposal shall be enclosed in a sealed envelope and must be mailed or delivered so as to be received prior to the time specified herein for the proposal opening. Said sealed envelope shall have the information noting the commodity and date and time of opening. This information must be affixed to the outermost packaging to be easily identified by the Genesee County Purchasing Director as a sealed proposal. Facsimile or rubber stamp signatures will not be accepted.

Section E. – Pricing Section:
Provide the proposed purchase price for Genesee County Nursing Home. The Company
must define each portion of the total purchase price attributable to the building, improvements, real estate and the facility as a going concern. Only offers proposing a lump sum purchase price, payable in full at closing will be entertained. Each purchase price will exclude any and all taxes.

Section F – References:
Provide a minimum of three (3) references that relate to the Company’s ability to operate a nursing home facility. Please provide the name, contact person and telephone numbers for all references.

Section G – Additional Information:
This section should include additional information the Company finds would be helpful regarding this RFP. Identification and explanation of any deviations from the requirements found in this RFP, and any assumptions or conditions relied upon by the Company in submitting a proposal. (Deviations, conditions or assumptions may be unilaterally rejected by the County, unless in its sole judgment, the Company has provided reasonably sufficient information to justify such deviations, conditions or assumptions.)

SECTION VI – GENERAL INFORMATION

Submission Deadline:
The Company must submit their proposal prior to 2:00 pm, Monday, October 6, 2014. Proposals may be mailed or hand delivered to the Genesee County Purchasing Department, County Building I, 15 Main Street, Batavia, New York 14020. A late proposal will be unopened and returned to the Company.

Award Decisions:
An Awards Committee including representatives of the Genesee County Legislature will review the proposals and make a recommendation as to the successful Company. Approval of the successful Company will be by the designated committee followed by final approval by the Genesee County Legislature. The Asset Purchase Agreement and any other agreement involved in the transaction will not bind the County until approved by the Genesee County Legislature pursuant to the terms of the County Law and the General Municipal Law.

An award shall be made to the Company whose proposal is determined to be in the best interest of Genesee County based upon the evaluation of references, the award criteria and interviews, if conducted. Applicants may be called in by the Awards Committee for an interview. The County reserves the right to conduct or waive interviews. The purchase price will not necessarily be the determining factor in the award of the contract. All proposals will be evaluated to determine if they meet the required format and be in compliance with all requirements of this RFP. Incomplete or non-responsive proposals may be rejected at the discretion of the County.

The following criteria will be utilized in the evaluation of qualifications for developing the
list of candidates to be considered for interviews and/or potential negotiations. The following criteria are NOT listed in order of importance.

**Principal Award Criteria:**
The submission of a proposal implies the Company’s acceptance of the evaluation criteria and acknowledgment that subjective judgments must be made by the Awards Committee. Award of any contract shall be made to the responsive, responsible Company, whose proposal is determined to be in the best interest of the County. The County reserves the rights to: accept other than the highest priced offer, waive any informality, or reject any or all proposals, with or without advertising for new proposals, and to negotiate with any one or more of the Companies, in any order, if determined to be in the best interest of the County.

The County affirmatively states that any contract entered into pursuant to this **RFP will be awarded without discrimination on the basis of race, color, creed, national origin, disability, age, gender and/or sexual orientation.**

Among others, the County will consider the following key factors or criteria when reviewing and evaluating proposals from responsive and responsible Companies:

1. Proposed purchase price and demonstration of adequate resources to complete the transaction and maintain operation of the Genesee County Nursing Home for at least ten (10) years following the purchase;
2. The experience of the Company in operating similar nursing care, assisted living and rehabilitation facilities;
3. A demonstrated history of offering excellent, high quality skilled nursing and assisted living care to residents of a long term care and rehabilitation facility, including evidence of recent survey results for facilities owned or operated by the Company;
4. Financial ability and commitment to complying with all existing New York State mandates, including capital improvements.
5. Characteristics of the Company, such as for-profit versus not-for-profit status, local versus statewide or national organization.
6. Relevant qualifications and experience of principals of the Company and personnel to be assigned to the Genesee County Nursing Home;
7. Responsiveness to the objectives and expectations outlined in the RFP;
8. The quality, feasibility and appropriateness of the transition plan from the current operations to operations under the new owner.
9. The Company’s proposed plan for continuation of services for current residents of Genesee County Nursing Home and Assisted Living Residence (adult home);
10. The Company’s proposed plan for the continuation of employment, salary and benefits, if any, for current employees of Genesee County Nursing Home;
11. The Company’s proposed admission/acceptance policies and procedures under the new ownership; and
12. The value, feasibility and appropriateness of any changes the Company may be proposing in current practices or configuration of services or facilities.
The Genesee County Purchasing Director may arrange for an interview with a Company submitting proposals, if required, for the purpose of obtaining additional information or clarification. The Company must be prepared to participate in one or more interviews. The Company must comply with this request or be disqualified. The Company may be requested to make presentations prior to award of contract. The Company must comply with this request or be disqualified.

The Company is advised that, if in the event of receipt of an adequate number of proposals which, in the opinion of the Genesee County Purchasing Director, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be complete when submitted and represent the Company’s “best offer.”

The County reserves the right to reject any and all proposals and to waive minor irregularities. The County further reserves the right to seek new proposals when such a procedure is in the best interest of Genesee County.

Representations and Acknowledgements:

By submitting a proposal to purchase and operate the Genesee County Nursing Home, the Company represents and acknowledges:

1. The Company has examined and is familiar with this RFP and all its specifications and requirements.
2. The Company can complete the transaction and operate the Genesee County Nursing Home satisfactorily and in complete compliance with the specifications herein and applicable laws.
3. Neither the County nor any agent or representative of the County have made any representation or promise on which the Company has relied in preparing and submitting a proposal in response to this RFP, or any matter or thing whatsoever relating thereto or otherwise, except as otherwise set forth herein.

Inquiries:
Questions relating to this RFP may be directed to:
Jay Gsell                                                            Michael Patterson, Director
County Manager                                                        Purchasing Department
7 Main Street                                                            15 Main Street
Batavia, NY 14020                 Batavia, NY 14020
585-344-2550, ext. 2204              585-344-2550, ext. 2201
jgsell@co.genesee.ny.us              mpatterson@co.genesee.ny.us

Last Date for Questions:
Final date for written questions is Noon, Monday, September 29, 2014. All questions about the meaning or intent of the specifications must be submitted in writing (or email/fax). The Company shall provide its fax number as well as email address for
The Purchase and Operation of the Genesee County Nursing Home RFP 2014-109

response(s). Any questions the County feels are pertinent to answer will be distributed as an Addendum to the RFP to all parties recorded as having registered and requested the RFP documents. Only questions answered by formal written Addenda will be binding. Please place “Request for Proposals for the Purchase and Operation of the Genesee County Nursing Home in the subject line when sending questions by email.

Proposal Format and Process:
1. Proposals must be submitted using an independent Pricing Submission Sheet.
2. Proposals must be accompanied by a signed Proposal Form and Non-Collusion Statement. These forms are attached to this RFP.
3. **One (1) original and three (3) copies** of the proposal package must be provided. Along with the hardcopy proposals, an electronic copy stored on an appropriate storage device is required. Proposals must be submitted in ink or typewritten. Penciling will not be accepted.
4. The Company is responsible for submitting its proposal to the Genesee County Purchasing Department, 15 Main Street, Batavia, NY 14020 at or prior to the time indicated in this RFP. No proposals will be accepted after **2:00pm on Monday, October 6, 2014**. Facsimile or emailed copies are NOT acceptable.
5. The Company is responsible for reporting, in writing, any errors found in this RFP to the Genesee County Purchasing Director, 15 Main Street, Batavia, NY 14020.
6. The Company shall indicate on the outside of its sealed proposal the following information:
   a. Title of RFP and RFP Number
   b. Date and Time of RFP Opening
   c. Company Name

*Failure to do so may result in the rejection of the proposal as being unresponsive.*

Late Proposals:
It is the responsibility of the Company to ensure that its proposal is accurate and delivered to the proper place before the due date and time. Proposals received in the Genesee County Purchasing Department after such date and time prescribed shall not be considered for contract award and shall be returned unopened to the Company as non-responsive. If the proposal is delivered to the wrong county office, by any delivery method, the Company bears the responsibility of correcting within the permitted timeframe. Delivery of the proposal to the specified location at the prescribed time and date is the sole responsibility of the Company. The Genesee County Purchasing Director, whose duty it is to receive proposal documents, will decide when the specified time has arrived and no proposal received thereafter will be accepted.

**NOTE:** Any delay due to traffic, weather, construction, mail or express delivery, mechanical failure or failure to locate the Genesee County Purchasing Department, is not an exception to the deadline for receipt of proposals. Please plan accordingly.

Completeness and Accuracy of Proposal Documents:
The County shall not be held responsible for the completeness or accuracy of any proposal
documents received by the Company that were not directly issued to that Company by the Genesee County Purchasing Department. Any Company submitting a proposal based on incomplete or inaccurate information resulting from documentation received from any third party, shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with the Genesee County Purchasing Department.

It is HIGHLY recommended that the Company contact the Genesee County Purchasing Department directly at the above address or telephone number to ensure it has received the most accurate and up to date material concerning this RFP.

**Release of Information:**
The County does not offer or supply the list of individuals or entities that have requested and obtained a copy of the RFP prior to the opening of the proposals. **NO EXCEPTIONS ARE MADE TO THIS POLICY.**

**Clarification of Proposal Information:**
The County reserves the right to request verification, validation or clarification of any information contained in any of the proposals. This clarification may include checking of references and securing other data from outside sources, as well as from the Company.

**Reference to Other Materials:**
The Company cannot compel the County to consider any information except that which is contained in its proposal, or which is offered in response to a request from the County. The Company should rely solely on its proposal. The County, however, reserves the right, in its sole discretion, to take into consideration its prior experience with the Company and information gained from other sources.

**Altering or Amendment of Proposal:**
Proposals cannot be altered or amended after submission deadline. Any interlineations, alteration or erasure made before opening time and date shall be initialed by the signer of the proposal, guaranteeing authenticity. A Proposal may not be amended.

**Withdrawal of Proposal:**
Proposals may be withdrawn and resubmitted at any time prior to the submission deadline. No proposal may be withdrawn after the submission deadline without the consent of Genesee County Purchasing Director which may be withheld in his or her absolute discretion.

**Proposal Subject to Disclosure:**
During the evaluation process, the content of each proposal will be held in confidence and details of any proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which could cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process.
Should the Company feel its proposal contains any such trade secrets or other confidential or proprietary information, it must submit a request to except such information from such disclosure. Any request shall be in writing, state the reasons why the information should be exempted from disclosure, provided at the time of submission of the subject information and in the same envelope as the proposal. The proprietary or confidential data must be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Requests for exemption of the entire contents of a proposal from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

Genesee County cannot guarantee the confidentiality of any information submitted.

Opening of Proposals:
Under the RFP process, sealed proposals will be received and opened in the Office of the Purchasing Director. Each proposal will be checked to determine if it is complete and meets the requirements of this RFP. At and after opening, proposals will NOT be part of the public record and subject to disclosure, but will be kept confidential until after award. When such award is completed, proposals will be available for public inspection.

Cost for Proposal Preparation:
Any and all costs incurred by the Company in preparing or submitting proposals shall be the sole responsibility of the Company. Genesee County will not reimburse the Company for the costs incurred preparing a proposal, preparing or submitting additional information requested by the County, or for the participation in a selection interview.

Right to Submitted Materials:
By submitting a proposal, the Company agrees that all responses, inquiries, or correspondence relating to or in reference to this RFP, and all other reports, charts, display, schedules, exhibits and other documentation submitted by the Company, will become the property of the County when received.

Genesee County reserves the right to:
1. Reject any and all proposals received in response to this RFP;
2. Select proposals for contract award or for negotiations, other than those with the highest price;
3. Negotiate as to any aspect of the proposal with the Company; and
4. To waive any technical or formal defect in the proposals considered by the County to be merely irregular, immaterial or unsubstantial.

The County’s failure to exercise any of its rights contained herein shall not constitute or be deemed a waiver or forfeiture of such rights.
Selection of Company:
The selection of the Company in relation to this RFP shall not create any right, title, interest or expectation in the successful Company to enter into the transaction thereof as outlined in this RFP, nor shall the selection of the Company pursuant to this RFP be a basis for reliance that the County will enter into a contract with the Company for such transaction. Any actions taken by the Company following its selection pursuant to this RFP, including, but not limited to, the hiring of any additional personnel, shall be at the Company’s sole and absolute liability and risk. The County shall have no obligation or liability to the selected Company unless and until such time that a final written contract for the services thereof is mutually executed by the Company and County.

Award of Contract:
The award of a contract for the purchase and sale of the Genesee County Nursing Home will be made following review of proposals by the Award Committee and approval by a designated committee and the Genesee County Legislature. If the County accepts a proposal, the County intends to enter into a contractual agreement with the Company providing the proposal which best meets the needs and requirements of the community. The content of this RFP and the successful proposal submitted will become an integral part of the contract, but may be modified by provisions of the Asset Purchase Agreement. By submitting a proposal, the Company acknowledges and agrees to the incorporation of the “General Terms and Conditions” into the Asset Purchase Agreement, as set forth in the attachment to this RFP.

Exception:
Any exception taken by the Company to the requirements and conditions of the specifications must be stated and described in detail as a part of the proposal to be included in the ultimate Asset Purchase Agreement.

Advertising:
In submitting its proposal, the Company agrees not to use the results therefrom as a part of any news release or commercial advertising without written approval of the County.

Addenda:
In the event that it becomes necessary, the County may, at any time by written notifications to the Company, revise any portion of this RFP described and detailed herein. The County will be the sole determinant of whether any revisions or addenda should be issued as a result of any question or other matters, and will extend the submission deadline if, in the County’s sole judgment, such information significantly amends this RFP or makes compliance with the original information due date impractical. These changes will be communicated to the Company in the form of an Addendum. Each Addendum will be mailed and/or emailed to each Company that is registered and known by the County to have received a complete set of specification documents. No Addenda will be issued later than forty-eight (48) hours prior to the date and time for the receipt of proposals, except an addendum withdrawing the RFP or postponement of the RFP due date and time.
Reminder: The Company shall ascertain prior to submitting a proposal that it has received all Addenda issued and acknowledge receipt of all Addenda by the return of the signed Addenda form(s) with the proposal. It is the sole responsibility of the Company to check for any Addenda which may be issued on this RFP.

Alternate Proposals:
An alternate proposal is viewed by Genesee County as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same Company which differs in some degree from its basic or prime approach. An alternate proposal may address the technical approach or other provision or requirements set forth in the solicitation. The County will, during the initial evaluation process, consider all alternate proposals submitted. The County reserves the right to reject any and all alternate proposals should it be in the best interest of the County.

Failure to Execute:
Failure of the successful Company to execute the Asset Purchase Agreement within a fifteen (15) business day period from the award of contract shall be just cause for cancellation of the award at the sole and exclusive discretion of the County.

Governing Law:
This RFP and the proposals shall be subject to, governed by, and construed according to the laws of the State of New York. The jurisdiction for any dispute hereunder shall lie only in appropriate Federal Court or New York State Supreme Court. All individuals and/or any Company submitting a proposal agree that venue shall be set in Supreme Court, Genesee County, and/or the Western District of New York as applicable.

Disqualifications:
The County reserves the right to disqualify the Company upon convincing evidence of collusion with intent to defraud and to commit any other illegal practices on the part of the Company. The County reserves the right to reject any and all proposals, to waive all technicalities and irregularities, and to make the award considered to be in the best interest of the County.
GENESEE COUNTY GENERAL TERMS AND CONDITIONS
ASSET PURCHASE AGREEMENT

1. Requests for interpretation of specifications should be addressed in writing, or orally, to Genesee County Purchasing Director or to the Genesee County Manager and must be received prior to the date fixed for the proposal opening. Any and all interpretations and supplemental instructions will be made in the form of a written addendum to the specification. The County will make every reasonable effort to notify the Company when an addendum is issued, and all addenda will be available for inspection at least twenty-four (24) hours prior to the proposal opening (except notices of postponement or cancellation). Failure of the Company to receive such addenda shall not relieve the Company from any obligation under its Proposal/Offer as submitted. Any and all addenda shall become part of the Proposal/Offer and contract.

2. Any additional information which the Company desires to add to Proposal/Offer shall be written on a separate sheet of paper, attached to and submitted with the formal sealed Proposal/Offer, to be read at the formal opening.

3. The contract for the purchase and sale of the Genesee County Nursing Home may be awarded to the highest bidder that is responsible and responsive in complying with the provisions of the RFP. In determining whether the Company is responsible and the Proposal/Offer is responsive, the following may be considered by the County: a) Ability to perform; b) Reputation, judgment and experience; c) The quality of performance in previous contracts or operations; d) Previous compliance with laws, as well as employment practices; e) Financial ability to close on the contract; f) Whether the Company is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the Company’s taxes or assessments are delinquent; g) been convicted of: (i) any offense related to the delivery of an item or service under Medicare; Medicaid, any private health care benefit programs or any federally funded program; (ii) a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service; (iii) fraud, theft, embezzlement, or other financial misconduct in connection with the delivery of a health care item or service; (iv) obstructing an investigation or any crime referred to in (i), (ii) or (iii) above; or (v) unlawful manufacture, distribution, prescription, or dispensing of a controlled substance; (2) been required to pay any civil monetary penalty relating to false, fraudulent, or impermissible claims under, or payments to induce a reduction or limitation of health care services to beneficiaries of, any state, federal, or private health care benefit program; or (3) been excluded from participation in Medicare, Medicaid, any private health care benefit program or any other federally funded program.

4. The County reserves the right to reject any Proposal/Offer and to waive any informality in a Proposal/Offer received whenever such rejection or waiver is in the interest of the County.
5. The successful Company shall be notified by means of a contract award letter that the Proposal/Offer has been accepted.

6. A Proposal/Offer submitted is firm and irrevocable for a period of forty five (45) days from the date and time of the proposal opening. If a contract is not awarded within the forty five (45) day period, the Company may withdraw its Proposal/Offer by serving written notice of his intention to the County of Genesee. Upon withdrawal of the Proposal/Offer, pursuant to this paragraph, the County of Genesee will forthwith return any applicable security deposit.

7. The successful Company shall execute an Asset Purchase Agreement with Genesee County to establish all the terms and conditions of the contract between the parties. Such Agreement shall be executed within fifteen business days of notification of award of contract.

8. The successful Company shall (i) within sixty (60) days of executing the contract, submit in good faith a complete application for Certificate of Need approval to the New York State Department of Health, that includes all necessary supporting documents and information required to promptly process such application; (ii) use best efforts and due diligence in applying for and pursuing approval from the Department of Health and other agencies from which a license is required to operate the nursing home; (iii) use best efforts to reply to any inquiries from the Department of Health or any other applicable agency with respect to an operating license as soon as possible; and (iv) disclose to the County material information concerning the status of the operating license.

9. The successful Company shall comply with all laws, rules, regulations, and ordinances of the Federal Government, the State of New York and any other political subdivisions or regulatory body which may apply to its operation of the nursing home.

10. The successful Company shall accept complete custody and control of all patient trust accounts, deposits and personal property upon transfer to the Company by the County on the closing date. The Company shall accept complete custody and control of all of former and current patient records for and with respect to the Genesee County Nursing Home (including those historic records required to be maintained under applicable law) that will be transferred to the Company by the County on the closing date. With respect to such patient records, and all other records transferred to the Company, the Company shall agree to diligently maintain such records as prescribed by law, and to allow the County and its agents or representatives, upon reasonable notice and during normal business hours, to access or examine from time to time such records relating to the period of the County’s operation of the Genesee County Nursing Home and to make copies thereof at the County’s expense (or, if reasonably necessary, temporarily borrow originals of such records), subject to applicable laws and solely for the County’s reasonable purposes.

11. The successful Company shall agree that the County will retain the right to all proceeds
received by or payable to the County from accounts receivable or other sources accruing to the County for services rendered to patients at the Genesee County Nursing Home prior to the closing date. All cash or cash equivalents held as of the transfer date will be retained by the County along with any Intergovernmental Transfer receivable. The Company shall agree to promptly remit to the County any payments received by the Company with respect to services rendered at the Genesee County Nursing Home prior to the closing date. Any prospective rate increase or off-line payments made by the Medicaid program, including any such payments made via managed care contracts and/or as part of any “Universal Settlement” relating to periods of time prior to the transfer will be reconciled and paid to the County as such payments may be collected by the Company for a period of five years.

12. The successful Company to whom a contract is awarded shall defend, indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such Company’s failure to enter into the Asset Purchase Agreement in accordance with the specifications of the RFP, the proposal, and reasonable terms of the Asset Purchase Agreement.

13. The successful Company to whom a contract is awarded shall not assign, transfer, convey, sublet or otherwise dispose of the contract or the successful Company’s right, title or interest therein, or the successful Company’s power to execute such contract to any other person, firm or corporation without the express prior written consent of Genesee County.

14. Any contract entered into may be terminated at any time by County prior to the closing date without damages to the Company through notification in writing to the Company via certified mail of the desire to cancel.

15. If the successful Company shall default in the payment or performance of its obligations under the Asset Purchase Agreement, the County’s sole remedy shall be to retain any applicable security deposit as liquidated damages and to terminate the agreement by notice to the Company given at any time after the Company shall have failed, for a period of (15) days after written notice from the County, to cure such breach or default, whereupon the County would have any further rights or obligations thereunder.

16. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material terms of the RFP and/or Asset Purchase Agreement, it shall be the responsibility of the successful Company to accept and amend its proposal and/or contract to comply with such mandated alterations.

17. If requested in writing by the County, the Company must present within forty-eight (48) hours, satisfactory evidence of the ability to perform and possession of the necessary facilities, personnel, experience, monetary resources and insurance to comply with specifications and otherwise provide the County with sufficient grounds to believe that it is likely, beyond a reasonable doubt, that the Company can operate the nursing
home.

18. The Company shall represent and warrant to the County that, to the extent required by applicable state, federal or local law or regulation, it and each of its employees, agents and contractors are in good standing and maintain all licenses, permits, registrations, certifications and authorizations necessary to operate the nursing home.

19. The Company shall represent and warrant that the execution and delivery of the contract will not (i) conflict with or result in a breach of or constitute a default under, any agreement or instrument to which the Company is or may become bound or affected; (ii) violate any provision of any law, regulation, order, ruling or, to the knowledge of the Company, any interpretation of any law or regulation, or any decree or order of any court or governmental agency (all as in effect and applicable to the Company); or (iii) require any waiver, consent or approval by any creditor or trustee for any creditor of the Company not already obtained.

20. The Company shall represent and warrant that there are no pending or threatened actions, suits, proceedings or investigations, including, without limitation, any eminent domain or similar condemnation proceeding, or any union organizing activity or any labor dispute threatened, or any proceeding adversely affecting the Company’s eligibility for participation or certification for Medicaid or Medicare, pending or, to the Company’s knowledge, threatened before or by any court, judicial body, governmental agency or authority, board of arbitration or arbitrator, against or affecting the Company, nor does the Company know of any basis or grounds for any such action, suit, proceeding or investigation. There is no outstanding judgment, order, writ, injunction, decree, demand, rule or regulation of any court, grand jury, governmental agency or authority, board of arbitration or arbitrator affecting the eligibility of the Company for participation or certification for Medicaid or Medicare payments, or the Company’s rights or ability to carry out the transactions contemplated by the Asset Purchase Agreement.

21. The Company shall agree that no broker brought about the transaction and contract for the purchase and sale of the nursing home. The Company shall agree to defend, indemnify and hold harmless the County and its affiliates from and against any loss, cost, damage, liability and expense (including, without limitation, reasonable counsel fees) suffered, paid or incurred by the County or any of its affiliates arising out of or in connection with any claims for commissions, fees or compensation made against the County or any of its affiliates by any other broker, finder or other person alleging to have acted for or dealt with the Company in connection with the transaction contemplated hereby.

22. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of New York. The jurisdiction and venue for any dispute hereunder shall lie only in Supreme Court, Genesee County, or the Western District of New York as appropriate.
PROPOSAL

Request for Proposals for the
Purchase and Operation of the Genesee County Nursing Home
RFP 2014-109

TO: Michael Patterson, Purchasing Director, Genesee County

THE UNDERSIGNED PROPOSES TO PURCHASE AND OPERATE THE
GENESEE COUNTY NURSING HOME as set forth in the referenced Request for Proposal. The
successful bidder hereby agrees to purchase the nursing home at the price offered in the proposal and
operate the nursing home in accordance with all applicable federal, state and local laws. I certify
that I am authorized to sign this proposal, myself or the company or firm I represent, to a contract
with Genesee County. This signed proposal will become part of a binding contract after award by
the Genesee County Legislature to the successful bidder.

NOTE: By signing and submitting the proposal form for consideration by Genesee
County Legislature the Company acknowledges that is has read, understood and agrees to all
aspects of the specifications as presented without reservation or alteration.

_________________________________ ____________________________
Legal name of firm/corporation  Authorized Signature (IN BLUE INK)

______________________________________ _________________________________
Address     Typed Name

______________________________________ _________________________________
City/State/Zip     Title

_______________________________________ ___________________________________
Date      Telephone No.       Fax No.

_______________________________________ ___________________________________
Federal ID Number    Email Address

DO NOT WRITE BELOW THIS LINE (FOR COUNTY USE ONLY)

_________________________________________________________________________
CHAIRPERSON, GENESEE COUNTY

LEGISLATURE

RESOLUTION NO.

_______________________________________
DATE

YOU SHALL RETURN THIS FORM WITH YOUR PROPOSAL
NON-COLLUSION FORM

Request for Proposals for the
Purchase and Operation of the Genesee County Nursing Home
RFP 2014-109

By submission of this proposal, the Company and each person signing on behalf of the Company certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The purchase price in this proposal has been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such purchase price with any other bidder or with any competitor;

2. Unless otherwise required by law, the purchase price which has been quoted in this proposal has not been knowingly disclosed by the Company and will not knowingly be disclosed by the Company prior to opening, directly or indirectly, to any other bidder or to any competitor; and

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

In compliance with his invitation for proposals, and subject to the conditions thereof, the undersigned offers and agrees, if this proposal is accepted within forty five (45) days from the date of opening, to enter into an Asset Purchase Agreement with Genesee County.

__________________________________________________________________________
Legal name of firm/corporation  Authorized Signature (IN BLUE INK)

__________________________________________________________________________
Address  Typed Name

__________________________________________________________________________
City/State/Zip  Title

__________________________________________________________________________
Date  Telephone No.  Fax No.