

Albany County Request for Contract Approval

Contract #	2023-1022
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	S) Sole Source (please attach sole source letter)
Department	A1411 - Hall of Records
Date Submitted	Wednesday, April 26, 2023
Contact Person	Carlson, Craig
Contact Phone	() -518
Vendor Info	ICC Community Development Solutions (formerly General Code) 781 Elmgrove Road, Rochester, NY 14624
Estimated Amount	\$30,813.10
Estimated Term	5/18/2023 to 5/17/2024
Scope of Services	ICC Community Development Solutions (formerly General Code) will provide Albany County Hall of Records with their Laserfiche SW Assurance Plan, including user licenses, maintenance and technical support. Laserfiche allows the Hall of Records to assist agencies (City, County and Courts) to store their records electronically.
Budget Line Item	AA1411 - 44046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

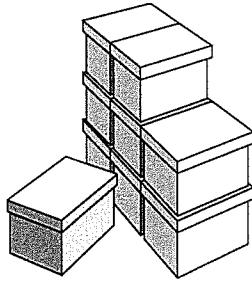
Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature

BRUCE A. HIDLEY
County Clerk



**ALBANY COUNTY
HALL OF RECORDS
ALBANY COUNTY CLERK**

CRAIG A. CARLSON
Deputy County Clerk

95 Tivoli Street
Albany, NY 12207
Phone: (518) 436-3663
Fax (518) 436-3678
www.albanycounty.com/achor

Memorandum

To: The Honorable Daniel P. McCoy, Albany County Executive; The Honorable Andrew C. Joyce Chairman, Albany County Legislature; The Honorable Bruce A. Hidley, Albany County Clerk

From: Craig A. Carlson
Deputy County Clerk
Albany County Hall of Records

Date: April 25, 2023

Subject: Request for Contract Approval-Contract ID 2023-1022
ICC Community Development Solutions
Laserfiche SW Assurance Plan

Please be advised that the Albany County Hall of Records respectfully requests your authorization to contract with ICC Community Development Solutions to provide the Albany County Hall of Records with their Laserfiche SW Assurance Plan, including user licenses, maintenance and technical support. Laserfiche allows the Hall of Records to assist agencies (City, County and Courts) to store their records electronically.

Finally, the cost of delivering this service is \$30,813.10. The Hall of Records pays \$27,273.73 and Albany County Information Services pays \$3,539.37. The Hall of Records portion is paid from the fees for services budget line 44046.



April 17, 2023

Hon. Bruce A. Hidley
Albany County Clerk
Room 128
16 Eagle Street
Albany, NY 12207

Dear Mr. Hidley:

Please accept this letter as confirmation that ICC Community Development Solutions (ICC CDS) is the Laserfiche Value-Added Reseller (VAR) of record for Albany County's Laserfiche system.

Pursuant to the above, ICC CDS is the only entity that can perform authorized services, maintenance and ordering of product extensions (additional user licenses, modules, etc.) from Laserfiche for said system and is positioned as the sole source provider for the County's Laserfiche ECM software and support needs. The product(s) included as of this date are:

- 103 LF- Rio Forms Full(100 Basic)
- 103 LF RIO Records Management Full (100 Basic)
- 103 Rio Named Full Users (100) Basic LSAP
- 1 Laserfiche RIO Forms Portal Add-on LSAP
- 1 GC Streamline Records Management SAP
- 1 Rio ScanConnect 10 Pack LSAP
- 120 Subscription Participant User (50-199)
- 103 Laserfiche Connector Full Users (100) LSAP
- 1 Training Center for LF (25-49 Users)

We look forward to continuing our relationship with the Albany County on its current and future ECM endeavors. Please let me know if there is anything else you require.

Sincerely,

A handwritten signature in black ink, appearing to read "D. S. Foster".

Daniel S. Foster
General Manager



**COMMUNITY
DEVELOPMENT
SOLUTIONS**
Formerly General Code CMS LLC

Remit To:
P.O. Box 772511
Detroit MI 48277-2511

Invoice No: CMS0024478
Invoice Date: 3/15/2023
Due Date: 4/14/2023
Terms: Net 30
Customer No: AL3660
PO:
Maintenance Ends: 5/17/2024

Bill To:

Albany County
Ms. Jillian Brothers
Albany County Courthouse
16 Eagle Steet, Room 128
Albany NY 12207-1077

<i>Qty</i>	<i>Description: Laserfiche SW Assurance Plan</i>	<i>Amount</i>
1	Rio ScanConnect 10 Pack LSAP	\$177.33
1	Laserfiche RIO Forms Portal Ad	\$1,549.00
1	Training Center for LF (25-49	\$2,840.00
120	Subscription Participant User (\$8,160.00
103	Rio Named Full Users (100) Bas	\$13,972.98
103	LF- Rio Forms Full(100 Basic)	\$1,397.71
103	Laserfiche Connector Full User	\$699.37
103	LF RIO Records Management Full	\$1,397.71
1	GC Streamline Records Manageme	\$619.00

Subtotal \$30,813.10
S&H Charges \$0.00
EXEMPT \$0.00
Payment/Credit:
Total Due \$30,813.10

Invoice Questions: (800)836-8834 x315 * Fax(585)328-8189 accounting@generalcode.com
This invoice is subject to ICC CDS Terms & Conditions which are available at
<https://cms.generalcode.com/terms-conditions/>

We Appreciate your business!

Claimant's Certification

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

3/15/2023

Catherine Butler

Accounting Administrator

Close

Contract ID: 2023-1022**Status:** *Contract Submitted for Approval***GENERAL CONTRACT INFORMATION**

Department	A1411 - Hall of Records
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	S) Sole Source (please attach sole source letter)
Resolution Number	
Date Submitted	4/26/2023
Expiration Date	5/17/2024
Contact Person	<input type="checkbox"/> Carlson, Craig
Contact Email	Craig.Carlson@albanycountyny.gov
Contact Department	Hall of Records
Contact Phone	518-487-5141

VENDOR INFORMATION

Vendor Name	ICC Community Development Solutions (formerly General Code) 781 Elmgrove Road Rochester, NY 14624
Estimated Amount	\$30,813.10
Estimated Term	5/18/2023 to 5/17/2024
Scope of Service	ICC Community Development Solutions (formerly General Code) will provide Albany County Hall of Records with their Laserfiche SW Assurance Plan, including user licenses, maintenance and technical support. Laserfiche allows the Hall of Records to assist agencies (City, County and Courts) to store their records electronically.

BUDGET - APPROPRIATION CODE

AA1411 44046

CAPITAL PLAN

FISCAL IMPACT

County:*	State:*	Federal:*
100.00 %	0.00 %	0.00 %
Local:*	Other:	Other, Source:
0.00 %	0.00 %	

REVENUE CODE

N/A

N/A

N/A

N/A

Anticipated in current budget?

Yes

BID RFP RFQ Completed?

N/A

If yes, provide number

Additional Comments

The cost of delivering this service is \$30,813.10. The Hall of Records pays \$27,273.73 and Albany County Information Services pays \$3,539.37. The Hall of Records portion is paid from the fees for services budget line 44046.

Attachments

ICCCDS Invoice 3-15-23.pdf
 ICCCDs Sole Source 4-25-23.pdf
 ICCCDs-CAB Memo 4-25-23.docx

DMB USE ONLY

DMB Approval:

Date of Approval/disapproval:

DMB Notes (to be emailed back to the dept. upon denial or return)

Budget Analyst:

Comments:

Not to Exceed:

CAB Approval:

Date Approved by CAB:

Date Approved by Legislature:

LAW USE ONLY

Received request to prepare contract:

Attorney Assigned:

Draft of contract sent to department for review (Construction related contracts only):

Contract sent to department/contractor:

Contract completed:

Created at 4/26/2023 12:55 PM by Carlson, Craig
Last modified at 4/26/2023 1:02 PM by Carlson, Craig

Close

Albany County Request for Contract Approval

Contract #	2023-983
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	D5110 - Maintenance of Roads and Bridges
Date Submitted	Friday, April 07, 2023
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Construction Technology 4 William St., Ballston Lake, NY 12019
Estimated Amount	\$25,000.00
Estimated Term	5/15/2023 to 2/28/2024
Scope of Services	Construction Inspection & Testing Services of the New Knox and Coeymans Highway Garages.
Budget Line Item	DD5110 - 00000 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518)447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: April 10, 2023

Re: Contract Request

The Department of Public Works is requesting approval to enter into a contract with Construction Technology for the Construction Inspection & Testing Services of the New Knox and Coeymans Highway Garages.

We received 3 quotes for the special specifications of work and Construction Technology had the lowest prices and would like to recommend them for the work. The total contract amount shall not exceed \$25,000.00. Bond money will be used to fund this work. The term of this contract will be May 15, 2023 through February 28, 2024.

If there are any questions or further information is needed, please feel free to contact my office.

CONSTRUCTION TECHNOLOGY

INSPECTION & TESTING DIVISION, P.D.& T.S., INC.
4 William Street, Ballston Lake, New York 12019
Phone: (518) 399-1848 Email: constructiontech@live.com

March 13, 2023

ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS

449 New Salem Road #2
Voorheesville, New York 12186

Att'n: Ms. Lisa Ramundo

Re: NEW KNOX AND COYEMANS HIGHWAY GARAGES: ALBANY COUNTY, NY
Construction Materials Inspection and Testing Services

Dear Ms. Ramundo,

CONSTRUCTION TECHNOLOGY is pleased to submit the following fee schedule and proposal to provide all the necessary labor, equipment, tools, and supplies to complete the construction materials inspection, testing and laboratory evaluations required of the referenced project.

From our understanding, we anticipate our services may include:

I. FIELD SERVICES:

- * **SOIL FILLS AND BACKFILLS:** Services of a Senior Materials Technician to provide onsite soil compaction verification. Testing and evaluation of fill and backfill materials shall be in accordance with ASTM D-1556: Sand Cone Method or ASTM D-2922: Nuclear Gauge Density Method.
- * **CONCRETE STEEL REINFORCEMENT:** Services of a Senior Materials Technician to provide onsite concrete reinforcing steel verification. Evaluation of reinforcement installations shall include bar size; welding, bending and fabrication techniques; lapped and tied connections, cleanliness, alignment, spacing and formwork clearances. Evaluation and recordation shall be in accordance with the American Concrete Institute (ACI) and the Concrete Reinforcing Steel Institute (CRSI).
- * **PORTLAND CEMENT CONCRETE:** Services of a Senior Materials Technician, certified as required in ASTM C-94, by the American Concrete Institute (ACI) to Grade I, Field Technician. Services shall include tests for slump, entrained air, temperatures, unit weight/yield and fabrication of test specimens. Recordation of placement shall be in accordance with applicable ASTM Standards and ACI Specifications.
- * **MORTAR, GROUT & UNIT MASONRY:** Services of a Senior Materials Technician to provide inspection of unit masonry structures. Services include fabrication of mortar test cubes, prism assemblages and grout specimens with documentation in accordance with applicable ASTM Standards.
- * **STRUCTURAL STEEL & BOLTED CONNECTIONS:** Services of a Senior Materials Technician to provide onsite inspection of structural steel. Services include dimensioning, plumbness and alignment of columns and beams; and torque evaluation of bolted connections in accordance with the American Institute of Steel Construction (AISC).
- * Concrete test cylinder and construction materials pickup.

March 13, 2023

ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS

Re: **NEW KNOX AND COYEMANS HIGHWAY GARAGES: ALBANY COUNTY, NY**

Construction Materials Inspection and Testing Services

I. FIELD SERVICES rates:

Technician HALF-DAY rate for above listed services	\$	200.00
Technician FULL-DAY rate for above listed services	\$	400.00
Transportation per mile portal-to-portal		0.75

II. LABORATORY SERVICES:

Soil Particle Size Analysis (Sieve Analysis), per sample	\$	75.00
Soil Moisture/Density Relation (Proctor), per sample		115.00
Soil Moisture Content Determination, per sample		15.00
Compression Tests of Concrete Test Specimens, per specimen		10.50
Compression Tests of Mortar Test Cubes, per cube		10.50
Compression Tests of Grout Test Specimens, per specimen		10.50
Compression Tests of Concrete Masonry Prism Assemblages, per prism		110.50

III. EQUIPMENT CHARGES:

Nuclear Soil/Asphalt Density Gauge, per day	\$	75.00
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IV. STRUCTURAL STEEL NON-DESTRUCTIVE TESTING SERVICES:

* **CERTIFIED WELD INSPECTOR SERVICES:** Services of an American Welding Society Certified Weld Inspector (AWS-CWI) to provide fabrication shop and field weld fabrication inspection in accordance with the AWS Structural Welding Code – Steel (AWS D1.4).

CWI/NDT Technician, HALF-DAY rate	\$	400.00
CWI/NDT Technician, FULL-DAY rate		750.00
Vehicle transportation, per mile		0.75
Ultrasonic Scope charges, per day		90.00

V. FOUNDATION SOIL VERIFICATION & GEOTECHNICAL ENGINEERING SERVICES:

* Services of a Profession Engineer, licensed in the State of New York, disciplined in geotechnical and foundation engineering to provide site review, foundation soil bearing capacity evaluation, proof-rolling observation, and generate reports of findings and recommendations.

Professional Engineer, per hour		175.00
Vehicle transportation, per mile		0.75

RFP PROPOSAL FORM

ITEM	WORK COMPONENT	RATE (\$)
1.0	Soils & Foundation	
1.1	Inspections - Full Day	\$ 400,00
1.2	Inspcctions - Half Day	200,00
1.3	Modified Procotor Test	115,00
1.4	Gradation & Sieve Analysis	75,00
1.5	Compaction Testing	75,00
1.6	Moisture Content	20,00
2.0	Cast-In-Place Concrete	
2.1	Rebar Inspection - Full Day	\$ 400,00
2.2	Rebar Inspection - Half Day	200,00
2.3	CIP Inspection & Sampling - Full Day	400,00
2.4	CIP Inspection & Sampling - Half Day	200,00
2.5	Compressive Strength Cyl. Tests	10,50
3.0	Masonry Level 1 Inspection	
3.1	Inspections - Full Day	\$ 400,00
3.2	Inspections - Half Day	200,00
3.3	Compressive Strength Mortar Cyl.	10,50
3.4	Compressive Strength - Grout Prisms	10,50
3.5	Composite Masonry Prisms	
4.0	Structural Steel	
4.1	Inspection - Full Day	\$ 700,00
4.2	Inspection - Half Day	400,00
4.3	Torque Testing	
5.0	Additional Rates	
5.1	Project Manager (per Hr.)	\$ 49,50
5.2	Geotechnical Engineer (per Hr.)	\$ 175,00
5.3	Professional Engineer (per Hr.)	\$ 175,00

March 13, 2023

ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS

Re: **NEW KNOX AND COYEMANS HIGHWAY GARAGES: ALBANY COUNTY, NY**

Construction Materials Inspection and Testing Services

All listed fees **INCLUDE** administrative review and typed report distribution to our client and those parties designated by project specification.

CONSTRUCTION TECHNOLOGY also provides other forms of testing and inspection services. Should there be requirements other than those listed, please allow us to modify this proposal or resubmit a suitable proposal for additional work.

We appreciate your interest in our firm. We look forward to serving the construction materials inspection, testing and laboratory requirements of **ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS**.

If there are any questions, or when we may be of assistance, please contact this office immediately.

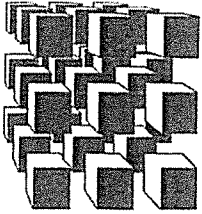
Respectfully,

CONSTRUCTION TECHNOLOGY

Robert Behan

Robert Behan (NICET)

Manager Technical Services



CME
Associates, Inc.

439 North Pearl Street
Albany, New York 12204
(518) 432-5820
(518) 432-5823 (Fax)

www.cmeassociates.com

March 29, 2023

Albany County Department of Public Works (Client)
449 New Salem Road
Voorheesville, New York 12186-4826
Phone: 518.655.7902
Email: lisa.ramundo@albanycountyny.gov

Attn: Ms. Lisa M. Ramundo, Commissioner of Public Works

Re: Special Inspection and Construction Materials Testing Services
New DPW Highway Garages:
Knox Subdivision, Knox, New York
Coeymans Subdivision, Alcove, New York
CME Technical Proposal Agreement No. 06.2184
Page 1 of 3

Gentlepeople:

CME Associates, Inc. (CME), a New York Certified Woman-Owned Business Enterprise, is very pleased to submit this Qualification Letter for this very important project. Since 1983 CME has been a full time firm, primarily, continuously and actively engaged in providing Special Inspections and Testing Services for similar type construction projects.

CME believes that we are *The Best Choice Firm* to provide the Materials Testing & Special Inspection Services for this project. CME possesses the qualified staff and resources to provide all Materials Testing & Special Inspection Services required for this project. Please take a brief moment to review the following key items regarding CME.

1. All services will be provided from CME's AASHTO¹ Accredited Albany Facility under the responsible charge of Christopher R. Paolini, P.E. a New York Licensed Professional Engineer and CME's Supervisor of Special Inspections, as required by the 2020 Uniform Building Code of New York State. A copy of CME's AASHTO Accreditation Certificate is attached. CME's laboratory also conforms to the basic requirements of ASTM E329, "*Specification for Agencies Engaged in the Testing and/or Inspection of Materials Using in Construction*".
2. CME's office has the well balanced, certified staff to perform all of the services required in the project documents for this project. Please note that Table 1704.1 of the 2010 New York State Building Code outlines the minimum requirements for personnel conducting Special Inspection and Structural Testing Services. We have presented the requirements in the table below and have documented the CME staff from our local Office that possess the required qualifications.

¹ AASHTO – American Association of State Highway & Transportation Officials (AASHTO) Materials Reference Laboratory. AASHTO is a Federal Agency having jurisdiction to assess laboratory competence according to the Standards of the United States. CME Albany accreditation includes tests of Portland Cement Concrete, Aggregate and Soil Materials. www.aashtoresource.org



Special Inspector Qualifications

Category	Code Reference	Minimum Qualifications ¹	CME Personnel Who Meet Minimum Qualifications ¹
Reinforced Concrete Inspection	1704.4	<ol style="list-style-type: none"> 1. Current International Code Council (ICC) Reinforced Concrete Special Inspector or ACI Concrete Construction Inspector (ACI CCI). 2. Engineer-in-Training (EIT) with relevant experience. 3. New York State Licensed Professional Engineer (P.E.) with relevant experience. 	Don Bailer, ACI, ICC; Dan Stabile, ICC; Sean Radigan, ICC; Jacob Mills, ICC; Howard Allen, ACI, ICC; Anas Navaratnam, P.E. – 15 years’ experience; Christopher Paolini, P.E. – 20 years’ experience
Cast-In Place Concrete Testing	1704.4	<ol style="list-style-type: none"> 1. Concrete field testing can be by an ACI Concrete Field Testing Technician with Grade 1 Certification 	Dan Stabile; Sean Radigan; Jacob Mills; Nicholas Williamson; Brett St. Pierre; Devan Woods; Mike Mills; Howard Allen.
Welding	1704.3; Table 1704.3, Item 5; Table 1704.4, Item 2; 1707.2; 2208	<ol style="list-style-type: none"> 1. Current AWS Certified Welding Inspector. 2. Current ICC Structural Steel and Welding certificate plus one year of relevant experience. 3. Current Level II certification from the American Society for Nondestructive Testing (NDT). 4. Current NDT Level III provided previously certified as NDT level II. 	Sean Radigan CAWI, Level III MT, Level II UT; Dan Stabile, CWI; Jacob Mills, CWI
High-strength Bolting & Steel Frame Inspection	1704.3.3; Table 1704.3	<ol style="list-style-type: none"> 1. Current ICC Structural Steel and Welding certificate and one year of relevant experience. 2. EIT with relevant experience. 3. P.E. with relevant experience. 	Sean Radigan CAWI, Level III MT, Level II UT; Dan Stabile, CWI; Jacob Mills, CWI
Masonry	1704.5; Table 1704.5.1; Table 1704.5.3	<ol style="list-style-type: none"> 1. Current ICC Structural Masonry certificate and one year of relevant experience. 2. EIT with relevant experience. 3. P.E. with relevant experience. 	Dan Stabile, ICC; Sean Radigan, ICC; Jacob Mills, ICC; Nicholas Williamson, ICC; Howard Allen
Excavation and Filling; Verification of Soils; Piling and Drilled Piers; Modular Retaining Walls	1704.7; 1704.8; 1704.9; 1704.13	<ol style="list-style-type: none"> 1. Current Level II certification in geotechnical engineering technology/construction from the National Institute for Certification in Engineering Technologies (NICET). 2. EIT with relevant experience. 4. P.E. with relevant experience. 	Christopher R. Paolini, P.E.; Ansthas Navaratnam, PE; Dan Stabile ICC; Don Ackley-Perot, ICC, NETTCP; Jacob Mills, ICC; Howard Allen

3. The Special Inspection Program will be supervised by Christopher R. Paolini, P.E., which is a requirement of the New York State Building Code. Also, since all of our Key Project Team have cell phones, communication with Mr. Paolini is instantaneous. Mr. Paolini will also seal CME’s “Agent’s Final Special Inspection Report” at the end of the project.

4. CME can commence with services immediately.

¹ Certifications can be supplied at your request.

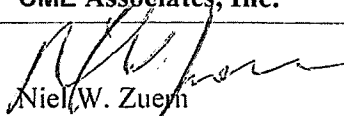


5. The **CME** staff is very punctual. Technical reports will be issued in draft form by the on-site Resident Project Representative, daily. Also, typed reports, reviewed by Christopher R. Paolini, P.E. will be issued within 48-hours or less, of the day of the operation.
6. Experience with construction inspection and testing services of similar size:
 - a. **Project:** Liverpool Central School District: Phase 3C.2b LHS Alterations
Client: Liverpool Central School District
Client Rep: Mr. Todd Weber; 315.457.2593
Scope: Structural Testing and Special Inspection Services that included: Geotechnical, Soil, Concrete, Masonry and Structural Steel inspections and Testing.
CME Actual Fees: \$59,958.18
 - b. **Project:** State University of New York – Institute of Technology: Quad C at SUNY IT
Client: M + W U.S., Inc.
Client Rep: Ms. Susan Miller; 315.570.6706
Scope: Special Inspection and Structural Testing Services that included: Concrete, Soil, Geotechnical, Masonry, Structural Steel and Fireproofing Testing and Inspections
CME Estimated Fees: \$236,373.00
CME Actual Fees: \$243,818.00
 - c. **Project:** Morgan Management, LLC
Client: Madison Row Project
Client Rep: Mr. Todd Morgan; 585.419.9630
Scope: Special Inspection and Testing Services that included: Geotechnical, Soil, Concrete and Masonry testing and inspections.
CME Estimated Fees: \$19,947.14
CME Actual Fees: \$20,808.31

CME understands the importance of prompt, contemporaneous service, and our staff builds these traits into their daily work lives.

CME is excited to be considered for part of the project team. Please contact the undersigned with any questions you may have.

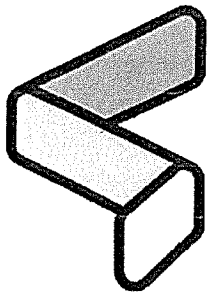
Respectfully Submitted,
CME Associates, Inc.



Niel W. Zuerh
Vice President of Quality

NZ.kak

Attachments: Copy of AASHTO Accreditation Certificate (1 page)
Resume of Christopher R. Paolini, P.E. (1 page)
Resume of Daniel Stabile (2 pages)
Resume of Howard Allen (1 page)
CME Proposal/Agreement No.: 06.2184 (5 pages)



AASHTO
ACCREDITED

**CERTIFICATE OF
ACCREDITATION**

AMERICAN ASSOCIATION
OF STATE HIGHWAY AND
TRANSPORTATION OFFICIALS

AASHTO

CME Associates, Inc.

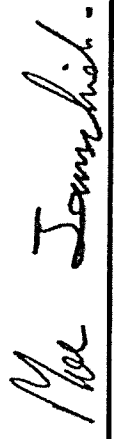
in

Albany, New York, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).


Ann Tynon,
AASHTO Executive Director


Moe Jamshidi,
AASHTO COMP Chair

This certificate was generated on 03/29/2023 at 11:15 AM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory

RESUME of CHRISTOPHER R. PAOLINI, P.E.
Senior Vice President/Senior Geotechnical Engineer



EDUCATION

SUNY ESF at Syracuse University, Environmental and Resource Engineering, B.S. – 1994
SUNY ESF at Syracuse University, Construction Business Management, M.P.S. – 2013

PROFESSIONAL REGISTRATION

Registered Professional Engineer – New York License No. 079486 – Expires 12/31/2022
Registered Professional Engineer – Massachusetts License No. 49644 – Expires 06/30/2024
Current Issues in Storm Water Regulations – Certification No. 04-1659 Certified – 05/24/2005

PROFESSIONAL SUMMARY

Chris started in the trenches with CME in 1995 as a Field Engineering Technician and Staff Geotechnical Engineer. He worked his way up the ladder to Branch Manager of CME’s Syracuse Branch in 1999, and in 2007, Chris was promoted to Corporate Senior Vice President of CME.

Chris is directly involved with geotechnical projects including authoring proposals, providing professional oversight during the exploration program, and designing economical foundation systems for various construction projects. Chris has excellent technical report writing skills and has written over 1,000 Geotechnical Engineering Reports. Chris also provides peer review services to CME’s staff of geotechnical engineers.

When the 2002 version of the Building Code of New York State was issued in August 2002, Chapter 17, “Structural Tests and Special Inspections”, from the IBC was included. From that point, Chris has been a leader in the industry, and has incorporated Special Inspections and Structural Tests into CME’s day-to-day operations. Chris serves as the Supervisor of Special Inspections on large complex projects ranging in value up to One Billion Dollars. Chris has presented over one hundred seminars on Special Inspections and Structural Tests to Design Professionals, Contractors, and Code Enforcement Officials.

Under his direction, the CME Syracuse Branch invested in downhole seismic shear wave velocity testing equipment, ground penetrating radar (GPR) equipment, PDA testing equipment for driven piles and MASW equipment. The Syracuse office has conducted downhole seismic testing and/or MASW on about fifty projects. CME’s testing has resulted in improving the seismic site class for nearly all of the sites that CME has tested, resulting in millions of dollars in capital and design cost savings. Relative to GPR, the Syracuse and Rochester Branches now have the capabilities of locating reinforcing in concrete and masonry structures, as well as identifying tanks and other structures below grade, including utilities.

As Senior Vice President, Chris is tasked with providing engineering program management, technology training and market enhancement to CME’s five New York Branch Facilities, which encompasses over 125 employees.

In 2021, Chris took over as CME’s Technical Director. Chris provides overall companywide technical direction, while working with individual Managers on technical training, as well as handling technical complaints.

RELEVANT PROJECT EXPERIENCE

In addition to program management, Chris also takes the lead on geotechnical and special inspection projects and serves as CME Project Engineer, Project Manager, and/or Special Inspector for CME. CME’s Clients appreciate the thoroughness and promptness of service for which he and his staff provide to them daily. Highlight projects include:

Project, City	Work Scope	Completed
SUNY Morrisville, Galbreath Hall Addition, Morrisville, New York	Subsurface Exploration & Geotechnical Engineering	2021
North Syracuse Storage Facility, 4-Story Building, North Syracuse, New York	Subsurface Exploration & Geotechnical Engineering	2021
Transit Road Bridge Replacement over Sandy Creek, Murray, New York	Provided Peer Review of PDA Testing of Driven Pipe Piles	2021

RESUME of DANIEL STABLE

Division Manager – Technical

Subsurface Scanning by Ground-Penetrating-Radar Technician

Master of Special Inspection

PCC and HMA Quality Assurance Inspector



EDUCATION

SUNY Fredonia, Fredonia, New York – 3 Years – Business Management / Computer Science

East Syracuse-Minoa Central High School, East Syracuse, New York – Regents Diploma

TECHNICAL CERTIFICATIONS

10-Hour OSHA Construction Safety Course – No. 0210632 – Certified 08/25/2008

40-Hour OSHA HAZWOPER Training – No. 2103181360455 – Certified 03/18/2021

ACI Grade I Concrete Field Testing Technician – No. 00072262 – 03/02/2026

ARC Flash Safety – Certified 01/13/2017

ASNT NDT Level III Magnetic Particle Testing – Certified 01/26/2022

ASNT NDT Level III Ultrasonic Testing – Certified 02/03/2022

AWS Certified Welding Inspector – No. 14041661 – Expires 04/01/2023

Confined Space – Certified 10/27/2016

Eastcom Underground Utilities Certification – Certified 2/2018

GSSI – Utility Pro SIR 4000 – Certified 5/2018

ICC Master of Special Inspections – No. 8048738 – Expires 12/29/2023

ICC Pre-Stressed Concrete Special Inspector – No. 8048738 – Expires 09/10/2023

ICC Reinforced Concrete Special Inspector – No. 8048738 – Expires 12/29/2023

ICC Soils Special Inspector – No. 8048738 – Expires 12/29/2023

ICC Spray-Applied Fireproofing Special Inspector – No. 8048738 – Expires 12/29/2023

ICC Structural Masonry Special Inspector – No. 8048738 – Expires 12/29/2023

ICC Structural Steel and Bolting Special Inspector – No. 8048738 – Expires 12/29/2023

ICC Structural Steel and Welding Special Inspector – No. 8048738 – Expires 12/29/2023

International Firestop Council Course – Completed 02/20/2017

NACE Coatings Inspector (CIP Level II) – No. 66553 – Expires 05/24/2024

NYCMA QC/QA Technician Hot Mix Asphalt – No. 22-01I – Expires 03/02/2027

NYSDOT Plant Inspection of Portland Cement Concrete Training Program – Expires 09/21/2026

Precision Utility Locating – Certificate of Locating Competency – Certified 03/06/2020

Radiation Safety and Operations of Nuclear Testing Equipment – No. 3677 – Certified 05/26/1999

Safety Compliance Services – Mobile Elevating Work Platforms – Expires 05/10/2024

Scaffold Safety Inspector – Certified 12/10/2012

Surface Interface Radar – Certified 05/11/2018

Windsor Probe Test Systems – No. 31949 – Certified 03/29/2021

RESUME of DANIEL STABILE

Page 2 of 2



PROFESSIONAL SUMMARY

Daniel started with CME in May 2009 with 14 years prior construction experience. Daniel is a very well-rounded individual with strong technical knowledge of construction materials including soil, concrete, reinforcing steel, Ground Penetrating Radar, structural masonry, and fireproofing. Daniel is very detail oriented and is adept at troubleshooting problems in the field. Daniel's multi-tasking ability, along with his commitment to the success of every project has allowed him to complete many projects since he has been with CME. He has very strong communication skills and is dedicated to solving problems in a timely manner and efficient manner. In 2011, Daniel was approved as a Trainer for HMA and PCC Plant QA Inspection by the NYSDOT.

RELEVANT PROJECT EXPERIENCE

Mr. Stabile uses CME's in-house Subsurface Interface Radar (aka Ground Penetrating Radar, GPR) equipment to perform non-destructive testing for subsurface utilities, structures, conduits, and anomalies. Daniel has provided geotechnical, structural masonry and reinforcing steel inspections on dozens of projects in his time with CME. Daniel is adept at Inspection of Structural Steel and Bolting, Reinforcing Steel, Geotechnical, Soil Testing and Backfill Monitoring, Hot Mix Asphalt Plant and Pavement Monitoring, Portland Cement Concrete Plant QA, Concrete Masonry, Concrete and Fireproofing Products.

Highlight projects include:

Project, City	Workscope	Completed
Geiger Automotive, Dewitt, New York	Special Inspector –Structural Steel	2022
505 Walnut Ave Apartments, Syracuse, New York	Special Inspections – Masonry, Wood, Steel	2019
Global Foundries ST9 Phase 3 Labs Malta, New York	Special Inspections – Ground Penetrating Radar	2019
NYSDOT Region 3 Term Contract Syracuse, New York	Portland Cement Concrete and HMA Plant Inspection	On-Going
Aspen Heights Syracuse University, Student Housing Syracuse, New York	Special Inspector – Firestopping, Masonry, Spray-on-Fireproofing Material, Concrete Reinforcing, Concrete and Bearing Grade	2017
AutoZone Store New Hartford, New York	Special Inspector – Soil, Concrete, Concrete Reinforcing, Concrete Masonry and Structural Steel	2016

March 2023

RESUME of HOWARD ALLEN
Special Inspector
PCC and HMA Plant Quality Assurance Inspector



EDUCATION

Glens Falls High School – Regents Diploma 1987
Adirondack Community College

TECHNICAL CERTIFICATIONS

10-Hour OSHA Construction Safety Course – No. 36-005941495 – Certified 05/01/2017
ACI Grade I Concrete Field Testing Technician – No. 01396032 – Expires 05/13/2027
APNGA Portable Nuclear Gauge Safety & U.S. D.O.T. Hazmat Certification – Certified 04/26/2017
ICC Soils Special Inspector – No. 8857198 – Expires 01/06/2025
ICC Spray-Applied Fireproofing Special Inspector – No. 8857198– Expires 01/06/2025
ICC Structural Masonry Special Inspector – No. 8857198 – Expires 01/06/2025
National Safety Compliance – Scaffold Safety – Certified 01/16/2023
NYMAT QC/QA Technical Hot Mix Asphalt Inspector – No. 22-08A – Expires 04/07/2027
NYSDOT Plant Inspection of Portland Cement Concrete Training Program – Expires 02/02/2028
Safety Compliance Services – Mobile Elevated Work Platforms – Expires 12/15/2025

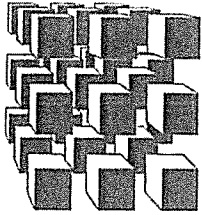
PROFESSIONAL SUMMARY

Mr. Allen joined CME Associates, Inc. in April of 2017, as a Construction Materials Testing Technician. Since joining CME, Howard has excelled with his expertise and knowledge in the field of performing concrete and soils testing, as well as reinforced concrete and fireproofing inspections. Mr. Allen is reliable and maintains an outstanding working relationship with the field team.

RELEVANT PROJECT EXPERIENCE

Howard has performed inspection at Hot Mix Asphalt Plants utilizing NYSDOT Materials Method 5.0. Howard’s experience relevant to construction inspection includes NYSDOT Plant Inspection of Hot Mix Asphalt Plant Inspection and NYSDOT Concrete Batch Plant Inspection. Howard has also performed Concrete and Soil Testing as well as Backfill Monitoring. Highlight projects include:

Project, City	Workscope	Completed
Schuyler Building, Phase V, Albany, NY	Concrete Testing, Soils Testing, Backfill Monitoring	On-Going
NYSDOT Region 1 Term Contract, Albany, NY	HMA Plant Inspection, PCC Plant Inspection	On-Going
McGuire Hall, Sienna College, Loudonville, NY	Concrete Testing and Inspection	2022



CME
Associates, Inc.

439 North Pearl Street
Albany, New York 12204
(518) 432-5820
(518) 432-5823 (Fax)

www.cmeassociates.com

March 29, 2023

Albany County Department of Public Works (Client)

449 New Salem Road

Voorheesville, New York 12186-4826

Phone: 518.655.7902

Email: lisa.ramundo@albanycountyny.gov

Attn: Ms. Lisa M. Ramundo, Commissioner of Public Works

Re: Special Inspection and Construction Materials Testing Services

New DPW Highway Garages:

Knox Subdivision, Knox, New York

Coeymans Subdivision, Alcove, New York

CME Proposal/Agreement No.: 06.2184

Page 1 of 2

Dear Ms. Ramundo;

CME Associates, Inc. (CME), a New York State Certified Woman Owned Business Enterprise (WBE), is pleased to provide the **Albany County Department of Public Works** with this Proposal for on-call-as-scheduled Special Inspection and Structural Testing Services. **CME's** relationship with the **Albany County Department of Public Works** is expected to be in conformance with the attached "*Standard Terms & Conditions for Technical Services Agreement.*" Please carefully review these terms to establish your understanding of the services, your responsibilities and the general conditions of our Agreement. These services will be provided from **CME's** AASHTO¹ Accredited Albany Facility under the responsible charge of Niel W. Zuern, with professional supervision provided by Christopher R. Paolini, P.E. a New York Licensed Professional Engineer.

Special Conditions

The attached rates include electronic reporting (e-reporting) through **CME's** Online Reporting System. Additional transmitting will be the responsibility of the **Albany County Department of Public Works**. If e-reports are requested to be uploaded to a specific Client reporting system in addition to the **CME** Online Reporting System, an initial one-time set-up fee of \$75 is required and each report uploaded to the additional Client reporting system is subject to a \$3/report charge. A 1.5 premium multiplier applies to all work conducted outside normal daylight hours, over 8 hours per day and Saturdays. A 2.0 multiplier applies for all other premium-time work. The minimum service charge is one half-day, if the service transcends the noon hour it will be considered a full day. The **Albany County Department of Public Works**, or its representative, must schedule for on-site testing services no later than 3:00 p.m. two business days before the service is needed. A 50% surcharge is applied to on-site services rendered on a same-day basis which are not scheduled according to the above requirements.

¹ **AASHTO** – American Association of State Highway & Transportation Officials (AASHTO) Materials Reference Laboratory. AASHTO is a Federal Agency having jurisdiction to assess laboratory competence according to the Standards of the United States. **CME** Albany accreditation includes tests of Portland Cement Concrete, Aggregate and Soil Materials. www.aashtoresource.net




Please note that our standard turn-around time for most laboratory tests is about 5 business days. If the **Albany County Department of Public Works** requires expedited turn-around time for any laboratory test, and if **CME** can accommodate the request, an additional surcharge will apply as follows: 4 days-unit fee x 1.25; 3 days-unit fee x 1.5; 2 days-unit fee x 2; 1 day-unit fee x 3. Please schedule sample pick-up services accordingly.

Agreement Acceptance and Execution

If the **Albany County Department of Public Works** desires to engage **CME** for the services as described in the attached Terms and Conditions and this Proposal, please execute below and return to us. This Agreement shall mean the attached Terms and Conditions, this Proposal and any exhibits noted, each of which is incorporated herein. By execution hereof, **CME** and the **Albany County Department of Public Works** warrant that he/she has full authority to act for, in the name, and on behalf of, **CME** and the **Albany County Department of Public Works**. **CME** looks forward to logging in this project once all required forms are completed and returned to our office.

Respectfully Submitted,
CME Associates, Inc.



Niel W. Zuern
Vice President of Quality

Albany County Department of Public Works (Client)

Date Signed

Authorization Signature Designates Agreement

CME Associates, Inc.


Karen A. Kisselstein
Executive Assistant to the VP of Quality

Printed Name and Title

NZ.kak

Attachments: ~~Proposal Form (1 page)~~
Standard Terms & Conditions for Technical Services Agreement (3 pages)

RFP PROPOSAL FORM

ITEM	WORK COMPONENT	RATE (\$)
1.0	Soils & Foundation	
1.1	Inspections - Full Day	\$603.00
1.2	Inspcetions - Half Day	\$377.00
1.3	Modified Procotor Test	\$94.00
1.4	Gradation & Sieve Analysis	\$77.00
1.5	Compaction Testing	\$61.00
1.6	Moisture Content	\$29.00
2.0	Cast-In-Place Concrete	
2.1	Rebar Inspection - Full Day	\$603.00
2.2	Rebar Inspection - Half Day	\$377.00
2.3	CIP Ispection & Sampling - Full Day	\$603.00
2.4	CIP Ispection & Sampling - Half Day	\$377.00
2.5	Compressive Strength Cyl. Tests	\$11.50
3.0	Masonry Level 1 Inspection	
3.1	Inspections - Full Day	\$603.00
3.2	Inspections - Half Day	\$377.00
3.3	Compressive Strength Mortar Cyl.	\$17.25
3.4	Compressive Strength - Grout Prisms	\$11.50
3.5	Composite Masonry Prisms	\$120.00
4.0	Structural Steel	
4.1	Inspection - Full Day	\$787.00
4.2	Inspection - Half Day	\$492.00
4.3	Torque Testing	\$55.00
5.0	Additional Rates	
5.1	Project Manager (per Hr.)	\$105.00
5.2	Geotechnical Engineer (per Hr.)	\$105.00
5.3	Professional Engineer (per Hr.)	\$133.00

STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT

Page 1 of 3

1.0 SERVICES

1.1 CME Associates, Inc. (hereinafter called "CME") will provide technical services to Client in accordance with these Terms and Conditions and the scope of services given in CME's Proposal. Services may include, but shall not be limited to, "testing"; meaning the measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials as deemed necessary by CME in its sole discretion. Services may include, but shall not be limited to, "Inspection" or "Observation"; meaning the visual determination of conformance with specific, or on the basis of CME's judgment, general requirements.

1.2 CME will prepare and submit reports of services performed indicating, where applicable, compliance with the Project specifications or other Construction Contract Documents. Both parties shall consider reports to be confidential instruments of service and the property of CME. CME will distribute reports only to those persons specifically designated by the Client in writing. CME may provide reports in an electronic format; however, the paper original prepared by CME shall remain the final product of CME's services. CME will retain pertinent records relating to service reports for a period of three years following submission of the report.

2.0 CLIENT RESPONSIBILITIES

2.1 Prior to CME providing any Services hereunder, Client will provide CME with all applicable documents, including but not limited to, plans, specifications, addenda, change orders, approved shop drawings and other information for the satisfactory performance of services by CME, or as may be otherwise requested by CME. Client will authorize CME to have full and uninhibited access to the Project site, and to all shops or yards where materials are prepared or stored, herein called the Project area.

2.2 Client will designate the firm and/or person to act as the Client's Representative with respect to CME's services. Client's Representative shall have complete authority to schedule services, transmit instructions, receive information and data, interpret and define the Client's policies and decisions with respect to the Project; to take action to prevent irrevocable entry of those materials in noncompliance until the issue at question can be resolved; to bind Client with respect to decisions made in connection herewith; and to order, at the Client's expense, CME's services.

2.3 Client will advise CME sufficiently in advance of any operations so as to allow for assignment of personnel by CME for completion of the requested services. Client assumes sole responsibility for determining whether the quantity and nature of the services ordered by Client are adequate and sufficient for Client's purposes. CME shall have no liability, contingent or otherwise, as a result of such determination. Client agrees that the ordering of services from CME or the reliance on any of CME's services shall constitute acceptance of these Terms and Conditions, regardless of the terms of any subsequently issued document.

2.4 Client will direct the project contractor, either by the Construction Contract Documents or direct written order to; a) secure and deliver to CME, without cost to CME, preliminary representative samples of those materials contractor proposes to use which require testing, together with any relevant data of the materials; b) interrupt work at the appropriate times for CME to perform contracted services; c) furnish such casual labor and all facilities needed by CME to safely obtain and handle samples at the Project and to facilitate the specified inspection and tests; d) provide and maintain for the use of CME adequate space on the Project area for safe storage of equipment and proper curing of test specimens which must remain on the Project area prior to, during, and up to 60 days after fabricating or testing, or for such longer period of time as may be reasonably required by CME; and e) provide safe and sufficient access and work site for the employees, agents and subcontractors of CME and all CME equipment needed to perform the services on the Project Area.

3.0 GENERAL CONDITIONS

3.1 **STANDARD OF CARE**-CME will endeavor to conduct the services identified herein in a manner consistent with that level of care and skill ordinarily exercised by members of the commercial testing laboratory profession currently practicing in the same locality and under similar conditions as this project. No warranty, either express or implied, is made or intended by CME's proposal, contract, and written and oral reports, all of which warranties are hereby expressly disclaimed. CME shall not be responsible for the acts or omissions of Client, its contractors, agents and consultants. CME may rely upon information supplied by Client, its contractors, agents and consultants or information available from generally accepted reputable sources, without independent verification, and CME assumes no responsibility for the accuracy thereof.

3.1.1 In accepting CME's reports of observations and tests, and CME's opinions expressed thereon, performed pursuant to this agreement, the Client agrees that the extent of CME's obligation with respect thereto is limited to the furnishing of such data and opinions. The Client recognizes that actual conditions may vary from those encountered at the locations where sampling, testing or observations were made by CME and that the data, interpretations and opinions of CME are based solely on the information available to CME. CME will be responsible for its data, its interpretations and its opinions, but shall not be responsible for the interpretation or use by others of the information developed by CME. Client agrees to indemnify and hold CME harmless from and against all claims, losses and expenses arising from the interpretation or use by others of the data, interpretations and opinions provided by CME.

**Client: Albany County Department of Public Works
CME Proposal/Agreement No.: 06.2184**

STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT

Page 2 of 3

3.2 INSURANCE-CME shall secure and maintain, throughout the full period of this Agreement; insurance required by statute to protect it from claims under applicable Workers' Compensation Acts and such other coverage as CME deems necessary to protect it from claims for bodily injury, death or property damage as may arise from the performance of services under this Agreement. CME will, upon request, file certification of such insurance coverage with Client, prior to the commencement of services hereunder. CME's proposal and fees are based on CME's insurance coverage, limits and endorsements in existence as of the date of the Proposal. Client agrees that the cost of any additional insurance coverage, limits and endorsements required by Client for the Project will be paid for by Client.

3.3 LIMITATION OF LIABILITY-CME and Client mutually agree that the services to be provided pursuant to this Agreement involve risks of economic liability which cannot be adequately compensated for by the payments Client will make under this Agreement. Client further acknowledges that CME is not an insurer and CME's fees for its services to be provided hereunder are based solely upon the value of services provided, as determined by CME in its sole discretion. Therefore, to the fullest extent permitted by law, the total cumulative liability of CME, its agents, employees and subcontractors to Client, its agents, employees, suppliers, subcontractors or any third-party claim by, through or under Client, whether in contract, tort, including but not limited to negligence, strict liability or common law, arising out of, connected with, or resulting from the services provided by CME pursuant to this Agreement shall not exceed the total fees paid by Client hereunder as of the date of such claim or Fifty Thousand and 00/100 Dollars (\$50,000), whichever is more. CME's consideration to Client for this limit of liability is specially reflected in CME's fees for services under this Agreement as such fees are less than CME would otherwise charge for similar services under an agreement without a limitation of liability. Notwithstanding the foregoing, at an additional cost defined in Exhibit "1" attached hereto, Client may, prior to CME's commencement of services under this Agreement, obtain protection for full liability arising out of any breach of contract or negligent acts or omissions by CME. For purposes of this Agreement, the phrase "full liability" shall mean either (i) an increase in the dollar amount set forth above to an amount in excess of Fifty Thousand and 00/100 Dollars, or (ii) a removal of the dollar amount(s) set forth above. The parties agree and acknowledge that the additional cost is compensation for CME increasing CME's limit of liability. The additional cost is not an insurance cost. Client is cautioned that if Client chooses not to increase CME's liability exposure hereunder, this is a limited liability Agreement limiting the liability of CME to the fullest extent permitted by law; therefore, Client is advised to carefully review Client's risks of liability related hereto and address such risks through Client's own insurance programs or through other means, as determined by Client. Client expressly consents to the limitation of liability set forth herein.

3.4 INDEMNITY-Client shall, to the fullest extent permitted by law, indemnify and hold CME, its officers, directors, shareholders, agents, employees, and representatives harmless from any and all liability costs, damages, attorney's fees and expenses from any claims or causes of action of whatever nature arising from Client's work in connection with the Project, including, without limitation, all claims relating to Client's contractors, subcontractors, suppliers, employees or other agents, or by reason of any claim or dispute by any person or entity for damages from any cause directly or indirectly relating to any action or failure to act by Client, its contractors, subcontractors, suppliers, employees or other agents.

3.5 PAYMENT-Client will pay CME for services and expenses in accordance with the attached Proposal. CME's invoice will be presented at the completion of its work and/or monthly, as agreed upon by the parties, and will be paid within thirty (30) days of receipt by Client or Client's Representative. If written inquiry is not received within ten (10) days of invoice Date, the invoice is deemed to be correct, and if payment in full is not received within the time period set forth above, a finance charge of one and one-half (1.5) percent per month will be applied to the outstanding balance. Client shall pay all expenses incurred by CME for lien or collecting any delinquent amount, including, without limitation, attorney and filing fees and expenses. Client agrees that CME's right to payment shall not be conditioned upon payment by a third party.

3.6 CONSTRUCTION PHASE-CME may, but shall be under no obligation to, provide continuous testing, observation or inspection of the progress and quality of the work of the Contractor on the Project. Client understands and agrees that CME shall not supervise, direct, or have control over Contractor's Work, nor shall CME have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety precautions and programs incident to the Work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents. As used herein, "Contractor" is defined as: the contractor or contractors, including its/their subcontractors of every tier, retained to perform construction Work on the Project for which CME is providing services under this Agreement. As used herein, "Work" is defined as: the labor, materials, equipment and services of the Contractor provided pursuant to the Construction Contract Documents.

3.6.1 CME is not authorized to supervise, alter, relax, enlarge or release any requirement of the Project plans and specifications or other Construction Contract Documents, nor to approve nor accept any portion of the Work, unless specifically authorized in writing by Client. CME shall not have the right of rejection or the right to stop the Work.

3.6.2 CME, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to the Project which, by custom or contract, are vested in the Owner, Construction Manager, Contractor, Registered Design Professionals, Code Enforcement Officials and State or Federal Officials.

Client: Albany County Department of Public Works
CME Proposal/Agreement No.: 06.2184

STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT

Page 3 of 3

3.7 HAZARDOUS ENVIRONMENTAL CONDITIONS-Client shall advise CME of any hazardous environmental conditions and wastes at or near the site at which CME is to perform services. If CME discovers hazardous environmental conditions or wastes after CME commences services, or if CME discovers the nature or extent of hazardous environmental conditions or wastes differs materially from what Client advised CME, both Parties agree that CME's scope of services, schedule and compensation fee shall be adjusted as needed to complete the work without injury or damage, and that all notifications required by law shall be made.

3.8 SAFETY-With respect to project site safety, CME shall be responsible solely for the on-site activities of its employees; and this responsibility shall not be construed by any party to relieve the project site's Owner or Client or Contractor from its obligation to provide and maintain a safe project site.

3.9 SAMPLES-Samples collected or tested by CME remain the property of the Client while in the custody of CME. CME will dispose of all samples immediately after test in a manner deemed appropriate by CME. CME will return hazardous, acutely toxic, or radioactive samples and sample containers and residues to Client. Client agrees to accept such samples and sample containers.

3.10 ACCEPTANCE WITHOUT SIGNATURE-For purposes of convenience, Client may choose to accept this Agreement orally and to orally authorize CME to initiate services, provided such acceptance is confirmed in writing by CME. In that event, Client specifically agrees that as a material element of the consideration CME requires to execute the services indicated herein, oral acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all Terms and Conditions of this Agreement. Unilateral modification of this Agreement subsequent to CME's initiation of services is expressly prohibited. Furthermore, all preprinted terms and conditions on Client's purchase order, executed purchase order acknowledgment form, task or work order are not applicable to this Agreement and CME's involvement in the Project.

3.11 LAW TO APPLY-The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding any conflicts of law principles thereof.

3.12 SEVERABILITY, NO WAIVER AND SURVIVAL-In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, the remaining terms will be in full effect, and this Agreement will be construed as if the invalid or unenforceable matters were never included. No waiver of any default will be a waiver of any future default. Limitations of liability, indemnities and hold harmless provisions shall survive termination of this Agreement for any cause.

3.13 MUTUAL DISCLAIMER OF CONSEQUENTIAL DAMAGES-In no event shall CME or Client be liable to the other for any special, indirect, incidental, punitive, or consequential loss or damages, including delays, lost profits and loss of use.

3.14 TERMINATION-Client may terminate this Agreement with seven days' prior written notice to CME for convenience or cause. CME may terminate this Agreement for cause with seven days' prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CME has been paid in full all amounts due for services, expenses, and other related charges. Client shall reimburse CME for any costs incurred as a result of such suspension of services hereunder.

3.15 DISPUTE RESOLUTION-Client and CME agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement to mediation in Onondaga County, New York, in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective in such jurisdiction as of the date of this Agreement.

3.16 FORCE MAJEURE-Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

3.17 CAPTIONS AND HEADINGS-The captions and headings throughout these terms are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision or scope or intent of this Agreement.

3.18 ENTIRE AGREEMENT-This Agreement shall mean this document as well as CME's Proposal and exhibits, each of which is incorporated herein. This Agreement represents the entire understanding and agreement between the parties hereto relating to the services and supersedes any and all prior negotiations discussions and agreements whether written or oral between the parties regarding same.

**Client: Albany County Department of Public Works
CME Proposal/Agreement No.: 06.2184**



ATLANTIC TESTING LABORATORIES

WBE certified company

Albany
22 Corporate Drive
Clifton Park, NY 12065
518-383-9144 (T)
atlantictesting.com

April 3, 2023

Albany County Department of Public Works
112 State Street
Albany, New York 12207

Telephone: 518-655-7902
Email: lisa.ramundo@albanycountyny.gov

Attn: Lisa Ramundo
Commissioner of Public Works

Re: Special Inspection and Construction Materials Engineering and Testing Services
DPW Garages at the Knox and Coeymans Subdivision
Alcove, New York and Knox, New York
ATL No. AT998-690-03-23

Thank you for the opportunity to submit a proposal for the referenced services. In accordance with your request, please find enclosed the following items for review:

- ◆ Scope of Services
- ◆ Fee Schedule
- ◆ AGREEMENT for Special Inspection and Construction Materials Engineering and Testing Services
- ◆ Standard Terms and Conditions

ATL is WBE certified by the New York State Department of Economic Development, Division of Minority & Women's Business Development.

To accept ATL's proposal, return a signed AGREEMENT with attachments via email or to:

**Atlantic Testing Laboratories, Limited
Contracts Department
6431 US Highway 11
Canton, New York 13617**

One countersigned AGREEMENT will be returned via email, unless otherwise directed.

This proposal is valid for 90 days from the date of issuance. Thereafter, ATL reserves the right to declare the proposal null and void and/or adjust the proposed fees.

If you have any questions or require additional information, please contact me at your convenience. We look forward to your response.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited

Emmett J. Dwyer
Group Leader

EJD/DES/mrr

Enclosures

**SCOPE OF SERVICES FOR SPECIAL INSPECTIONS AND CONSTRUCTION
MATERIALS ENGINEERING AND TESTING**

**DPW Garages at the Knox and Coeymans Subdivision, 156 County Route 111 and 1296
Township Road, Alcove and Knox, Albany County, New York**

Based on information provided to ATL by representatives of Albany County Department of Public Works, it is our understanding that the project consists of the construction of new DPW Garages at the Knox and Coeymans Subdivisions. It is further understood that the project is scheduled for the duration of twenty months.

The following Scope of Services for providing Special Inspection and Construction Materials Engineering and Testing services is based on the Request for Proposal, dated March 8th, 2023, Project Manual and Project Drawings, dated February 18th, 2022.

Professional Engineering services, required to perform the Scope of Services outlined below, will be provided by ATL Engineering, P.C.

CLIENT will be responsible for determining, requesting, authorizing, and scheduling services. CLIENT agrees that ATL is not responsible for performing services that are neither requested nor authorized by CLIENT, including but not limited to, services that are required by the construction documents and/or outlined in the following Scope of Services.

A. Field Services:

1. Soil:

Provide a **Technician** to perform the following field testing of fill materials:

- ♦ ASTM D 75: Practice for Sampling Aggregates
- ♦ ASTM D 2922: Density of Soil and Soil-Aggregate in Place by Nuclear Methods
- ♦ ASTM D 3017: Water Content of Soil and Rock in Place by Nuclear Methods
- ♦ ASTM D 6938: In-place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods

Provide a **Special Inspector** to observe the following items for compliance with the approved geotechnical report, as required in Section 1705.6 and Table 1705.6 of the Building Code of New York State:

- ♦ Type of controlled fill material used
- ♦ Lift thickness of controlled fill material
- ♦ Testing frequency and results of the in-place density testing

Provide an **Engineer, Geologist, and/or Engineering Assistant** to observe the following, as required in Section-1705.6 of the Building Code of New York State:

- ♦ Foundation subgrade preparation in accordance with the approved geotechnical report and documents prepared by the Registered Design Professional prior to placement of shallow footings and controlled fill.

2. Concrete:

Provide a **Technician** to perform the following field tests of freshly mixed concrete:

- ♦ ASTM C 31: Making and Curing Concrete Test Specimens in the Field
- ♦ ASTM C 143: Slump of Hydraulic Cement Concrete
- ♦ ASTM C 172: Sampling Freshly Mixed Concrete
- ♦ ASTM C 231: Air Content of Freshly Mixed Concrete by the Pressure Method
- ♦ ASTM C 1064: Temperature of Freshly Mixed Portland Cement Concrete
- ♦ Report quantity of fresh concrete tested and test results

Provide a **Special Inspector** to observe the following items, as required in Section 1705.3 and Table 1705.3 of the Building Code of New York State:

- ◆ Reinforcing steel and placement
- ◆ Formwork dimensions and general location
- ◆ Bolts to be installed in concrete prior to and during placement of concrete where allowable loads have been increased
- ◆ Use of required design mix
- ◆ Sampling and testing of fresh concrete, including fabrication of specimens for strength testing
- ◆ Placement of concrete

3. **Masonry:**

Provide a **Special Inspector** to observe or perform testing for the following Quality Assurance items, as required in Section 1705.4 of the Building Code of New York State and Table 4 of The Masonry Society (TMS) 602:

- ◆ Proportions of site-mixed mortar and grout
- ◆ Placement of masonry units and construction of mortar joints
- ◆ Placement of reinforcement, connectors, and anchorages
- ◆ Grade and size of reinforcement
- ◆ Grout space prior to grouting
- ◆ Size and location of structural elements
- ◆ Placement of grout
- ◆ Type, size, and location of anchors, and other details of anchorage of masonry to structural members, frames, or other construction
- ◆ Protection of masonry during cold weather and hot weather
- ◆ Preparation of any required grout specimens, mortar cubes or cylinders, and/or verification of prism fabrication

4. **Structural Steel:**

The CLIENT, OWNER, and/or contractor will ensure that steel fabrication shop inspection and material verifications are performed to satisfy the building code and project document requirements.

Provide a **Special Inspector** to observe the following field items, as required in Section 1705.2 of the Building Code of New York State:

- ◆ Review material certifications, Welder Performance Qualification Records (WPQR), Welding Procedure Specifications (WPS), and Procedure Qualification Records (PQR) for conformance with project documents and application during erection
- ◆ Compare filler metals and welded joints used for conformance with project documents and approved WPS
- ◆ High strength bolted connections
- ◆ Welding of structural steel, including complete and partial penetration groove welds, singlepass and multiplepass fillet welds, and deck welds
- ◆ Steel frame joint details for compliance with approved construction documents, including details for bracing and stiffening, member locations, and application of joint details

B. Laboratory Services:

1. Soil:

- ◆ ASTM D 422: Particle-Size Analysis of Soils (without Hydrometer analysis)
- ◆ ASTM D 1557: Laboratory Compaction Characteristics of Soil Using Modified Effort

2. Concrete and Aggregate:

- ◆ ASTM C 39: Compressive Strength of Cylindrical Concrete Specimens
- ◆ ASTM C 117: Material Finer than 75µm (#200) Sieve in Mineral Aggregates by Washing
- ◆ ASTM C 136: Sieve Analysis of Fine and Coarse Aggregates

3. Masonry:

- ◆ ASTM C 140: Sampling and Testing Concrete Masonry Units and Related Units
- ◆ ASTM C 780: Compressive Strength of Molded Masonry Mortar Cylinders and Cubes
- ◆ ASTM C 1019: Sampling and Testing Grout for Masonry
- ◆ ASTM C 1314: Compressive Strength of Masonry Prisms

C. Additional Services:

1. Transport samples, as required, for laboratory analysis.
2. Provide a **Project Manager and/or Professional Engineer** to perform the following:
 - ◆ Review project plans and specifications, as provided to ATL, which are relevant to the services outlined in this Scope of Services.
 - ◆ Review test data generated by ATL.
 - ◆ Attend project meetings as directed by CLIENT.
 - ◆ Prepare and distribute reports. Reports will be distributed to CLIENT by email, unless otherwise directed.

D. Client Responsibilities:

1. Prior to project initiation, provide ATL with copies of the PROJECT plans and specifications, all revisions and addenda, and the statement of special inspections, approved material submittals, approved shop drawings, the geotechnical report, and other applicable documents.
2. Provide safe access, conforming to applicable OSHA and other pertinent regulations, to sampling and testing locations.
3. Provide contact information for report distribution.

NOTES TO THE SCOPE OF SERVICES

ATL's representatives will not accept or reject construction materials, means and methods, material quantities, and/or completed construction.

Untested portions of soil and aggregate samples will be discarded two weeks after completion of the testing.

Compressive strength test specimens will be discarded upon completion of the testing and hold specimens upon the 28-day compressive strength exceeding the minimum specified value, unless instructed otherwise.

We require a minimum of two days advance notice prior to project initiation and one day advance notice for subsequent scheduling of field services. Notice of cancellation must be received by 5:00 PM, Monday through Friday, the day prior to scheduled services, or a minimum charge in accordance with the Fee Schedule will be applicable.

RFP PROPOSAL FORM

ITEM	WORK COMPONENT	RATE (\$)
1.0	Soils & Foundation	
1.1	Inspections - Full Day	\$570.00
1.2	Inspections - Half Day	\$370.00
1.3	Modified Proctor Test	\$145.00
1.4	Gradation & Sieve Analysis	\$100.00
1.5	Compaction Testing	Included in 1.1 and 1.2
1.6	Moisture Content (ASTM D2216)	\$10.00 per test
2.0	Cast-In-Place Concrete	
2.1	Rebar Inspection - Full Day	\$540.00
2.2	Rebar Inspection - Half Day	\$340.00
2.3	CIP Inspection & Sampling - Full Day	\$520.00
2.4	CIP Inspection & Sampling - Half Day	\$325.00
2.5	Compressive Strength Cyl. Tests	\$18.00 / specimen
3.0	Masonry Level 1 Inspection	
3.1	Inspections - Full Day	\$540.00
3.2	Inspections - Half Day	\$340.00
3.3	Compressive Strength Mortar Cyl. (ASTM C780)	\$18.00 / specimen
3.4	Compressive Strength - Grout Prisms (ASTM C1019)	\$18.00 / specimen
3.5	Composite Masonry Prisms (ASTM C1314)	\$130.00 / Prism
4.0	Structural Steel	
4.1	Inspection - Full Day	\$725.00
4.2	Inspection - Half Day	\$455.00
4.3	Torque Testing	Included in 4.1 and 4.2
5.0	Additional Rates	
5.1	Project Manager (per Hr.)	\$109.00
5.2	Geotechnical Engineer (per Hr.)	\$130.00
5.3	Professional Engineer (per Hr.)	\$130.00
5.4	Travel	\$90.00
5.5	Sample Pickup	\$115.00

NOTES TO THE FEE SCHEDULE

The Unit Fees are valid through March 31, 2024. On this date and annually thereafter, an escalation rate of 3.5% will be applied.

As used in this schedule:

A standard day is defined as time on-site during a 4- to 8-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

A standard day is defined as time on-site up to an 8-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

Services provided for 4 or more hours outside the standard day, as defined above, are subject to a night differential.

Unless otherwise stated in the Fee Schedule, daily overtime rates are calculated by dividing the daily rate by 8 and multiplying by 1.50 and hourly overtime rates are calculated by multiplying the hourly rate by 1.50. Services performed on Saturdays and Sundays/Holidays will be invoiced at 1.50 and 1.75 times the unit fees, respectively. Travel performed on Saturdays/Sundays/Holidays may be invoiced at 1.25 times the unit fees.

Travel charge is inclusive of labor and mileage for the referenced project site. Rates for ATL personnel are for time on-site only and are not invoiced portal-to-portal. Travel that is required by ATL to other locations will be invoiced at a separate rate, based on the distance traveled and time expended.

The fee for ASTM C 39 includes the handling and final curing outlined in ASTM C 31. All cylinders fabricated will be invoiced at the unit fee noted in the fee schedule.

AGREEMENT
SPECIAL INSPECTION AND CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SERVICES

This AGREEMENT is by and between

Albany County Department of Public Works
112 State Street
Albany, New York 12207

Herein referred to as "CLIENT" and

Atlantic Testing Laboratories, Limited
6431 US Highway 11
Canton, New York 13617

Herein referred to as "ATL", who agree as follows:

- A. **DECLARATIONS:** CLIENT by virtue of the mutual execution of this AGREEMENT retains ATL to provide Special Inspection and Construction Materials Engineering and Testing Services associated with CLIENT's project (herein referred to as the "PROJECT"), and described as follows:

DPW Garages at the Knox and Coeymans Subdivision
156 County Road 111 and 1296 Township Road
Alcove and Knox, Albany County, New York

- B. **SERVICES:** ATL will provide Special Inspection and Construction Materials Engineering and Testing Services for the PROJECT in accordance with the attached Scope of Services.
- C. **FEES:** All services provided for the PROJECT will be invoiced in accordance with the attached Fee Schedule.
- D. **PAYMENT TERMS:** Invoices will be submitted in accordance with the attached Scope of Services and Fee Schedule for the actual services rendered. Invoices are due when rendered and payable in US dollars. Accounts past due 10 days are subject to a service charge of 1.5% per month or an annual percentage rate of 18%.
- E. **CONTRACT DURATION:** This AGREEMENT shall continue in force until ATL has completed its Scope of Services for the PROJECT and has received final payment in full, unless terminated earlier by mutual agreement or as described hereinafter.
- F. **STANDARD TERMS AND CONDITIONS:** The attached Standard Terms and Conditions are a part of this AGREEMENT and are incorporated herein by reference.

This AGREEMENT and its attachments represent the complete and final agreement between CLIENT and ATL. All prior negotiations, representations, and understandings are integrated herein. This AGREEMENT may be amended only by written instrument, signed by authorized representatives of both CLIENT and ATL.

This AGREEMENT and its attached Scope of Services, Fee Schedule, and Standard Terms and Conditions are hereby accepted, agreed upon, and signed by an authorized representative of each party.

ACCEPTED BY:

ATLANTIC TESTING LABORATORIES, Limited

ACCEPTED BY:

Albany County Department of Public Works

Signature

Marijean B. Remington, CEO

Printed Name and Title

Signature

Printed Name and Title

Date

Date

STANDARD TERMS AND CONDITIONS

1. Definitions.

ATL – Atlantic Testing Laboratories, Limited, with its Corporate Offices located at 6431 US Highway 11, Canton, New York 13617. The firm retained to provide the services under this AGREEMENT.

CLIENT – The Entity or person with whom ATL has entered into this AGREEMENT for the services to be provided under this AGREEMENT.

OWNER – The Entity or person that possesses ownership rights and control over the PROJECT.

2. Right of Entry. CLIENT will provide or arrange for right of entry of the employees, agents, or subcontractors of ATL to perform and complete the work that is the subject of this AGREEMENT.

CLIENT authorizes and/or will coordinate authorization for ATL and/or its representatives to enter and examine the subject property and/or subject building(s) and if applicable, to extract samples for subsequent laboratory analysis, in accordance with the Scope of Services made part of this AGREEMENT.

Further, CLIENT authorizes ATL to make oral and/or written inquiry of appropriate federal, state, and local government agencies or authorities in respect to the services being rendered.

3. Jobsite Activities. In no event shall ATL be responsible or liable for construction means and methods, jobsite superintendence, construction sequencing and/or coordination, or general safety in, on, or about the jobsite.

4. Health and Safety. ATL and its employees, agents, and subcontractors shall be afforded safe access to and on the project site in accordance with all applicable federal and state safety laws and regulations, including, but not limited to, relevant provisions of the OSHA standards. The more stringent of those or any site specific health and safety programs and procedures shall prevail.

In addition to the laws, standards, and regulations above, the OWNER, or CLIENT, as the OWNER's representative, and any agents thereof, including contractors and subcontractors, shall adhere to all applicable safety requirements while within the exclusion zone work area established by ATL.

5. Standard of Care. Services provided by ATL under this AGREEMENT will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the industry performing similar services using recognized methodologies in the same or comparable locality.

6. Tests, Data, and Reports. In accepting reports of tests, data, and/or observations provided pursuant to this AGREEMENT, CLIENT acknowledges that the extent of ATL's obligation with respect thereto is limited to furnishing of such tests, data, and/or observations which shall not be used by others to determine acceptance of any construction work, nor shall it relieve the contractor in any way from his obligations and responsibilities to conduct the work in conformance with the PROJECT plans and specifications.

7. Ownership and Reuse of Instruments of Service. All data compilation, reports, photographs, and/or drawings produced by ATL as instruments of service, in accordance with this AGREEMENT, shall not be used or reused for

unrelated extrinsic purposes by either CLIENT or ATL, without the prior written consent of the other party.

CLIENT agrees to compensate ATL, in accordance with the terms of this AGREEMENT, for all documents and other work produced by ATL as instruments of service. Failure to compensate ATL for services rendered under this AGREEMENT forfeits CLIENT's right to Ownership and use of ATL's instruments of service for any purpose.

ATL shall not be responsible for the interpretation and/or misuse by others of the instruments of services furnished by it. CLIENT agrees to release and hold ATL harmless from and against all claims, damages, losses, and expenses arising from the interpretation and/or misuse by others of instruments of service provided by ATL.

ATL will retain all pertinent records relating to the services performed in accordance with ATL's record retention policy. The records will be made available to CLIENT at all reasonable times, upon written request, and for the cost of retrieval and reproduction.

8. Hidden Conditions. A condition is hidden if it is concealed or is not capable of detection by reasonable visual observation. If ATL recognizes that a hidden condition may exist, ATL will notify CLIENT. ATL shall not be responsible for any costs or liabilities resulting from hidden conditions.

9. Hazardous Wastes. CLIENT shall advise ATL of any known hazardous wastes or hazardous substances existing at or near the site at which ATL is to perform work. If ATL discovers hazardous wastes or hazardous substances after it undertakes the PROJECT, or if ATL discovers the nature or extent of hazardous wastes or hazardous substances differs materially from what CLIENT initially advised, ATL's Scope of Services, Schedule, and Fees made part of this AGREEMENT shall be adjusted, as mutually agreed by CLIENT and ATL.

If reportable quantities of petroleum product and/or chemical contamination are discovered on the PROJECT site during performance of the work tasks described herein, or during any subsequent work completed at the PROJECT site, the appropriate local, state, and/or federal agencies must be notified, as required by law. ATL will make a reasonable attempt to notify CLIENT when reportable quantities are discovered. The OWNER, or CLIENT, as the OWNER's representative, is responsible for providing notification to the proper authorities.

ATL shall have no responsibility for the presence, discovery, handling, removal, or disposal of, or exposure of persons to, hazardous wastes or hazardous substances at the PROJECT site. CLIENT shall indemnify and hold harmless ATL from any liability, loss, damage, or expense arising out of or related to the presence or discovery of hazardous wastes or hazardous substances on the PROJECT site.

The ownership of and responsibility for all contaminated materials, hazardous materials, hazardous wastes, and hazardous substances generated, released, uncovered, transported, and/or collected during the work tasks referred to herein will remain with the OWNER.

10. Limitations of Liability. To the fullest extent permitted by law, CLIENT agrees to limit the liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders for any and all claims, losses, damages, expenses or claim expenses (including attorneys' fees) arising out of this AGREEMENT, from any cause or causes whatsoever, so that the total aggregate liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders shall not exceed ATL's total fee for services rendered under this AGREEMENT, or \$50,000, whichever is greater and regardless of the legal theory under which liability is imposed. Such causes by way of example include, but are not limited to: (a) professional negligence, including errors, omissions, or other professional acts; (b) strict liability; (c) breach of contract; (d) environmental contamination resulting from handling, transport, storage, discharge, dispersal or release of hazardous materials; and (e) including without limitation, CLIENT claims of contribution and indemnification with respect to third-party claims.

ATL will not be responsible for any loss, damage, or liability arising from acts or omissions by the CLIENT or OWNER, or any agents, staff, contractors, or other consultants thereof.

Relevant to ATL services provided under this AGREEMENT, CLIENT shall provide ATL with immediate written notification of event or actions that may result in any liability claims, damages, losses, and expenses.

11. Waiver of Consequential Damages. Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, CLIENT and ATL waive incidental, indirect, and consequential damages (such as loss of business, loss of income, lost revenues, lost profits, loss of financing, loss of use, and loss of reputation) for claims, disputes, or other matters arising out of or relating in any way to the PROJECT or to this AGREEMENT. This mutual waiver is applicable, without limitation, to all consequential damages that either party may have incurred or may incur, whether arising in contract, tort (including negligence), warranty, strict liability, equity, or that may arise out of or be asserted as a part of a third-party claim.

12. Insurance. ATL represents that it, together with its agents and staff, are protected by worker's compensation insurance, and that ATL has such coverage under public liability and property damage insurance policies ATL deems to be adequate. Certificates for any such policies of insurance will be provided to CLIENT upon written request.

CLIENT recognizes that ATL's insurance policies may contain certain exclusions, including, but not limited to, those for certain claims arising from the discharge, dispersal, release, or escape of pollutants.

13. Dispute Resolution. If a dispute arises out of this AGREEMENT, CLIENT and ATL agree to pursue resolution through good faith discussion and negotiation or other mutually agreed dispute resolution process, including mediation, before instituting litigation.

In the event legal action is necessary to enforce the payment terms of this AGREEMENT, ATL shall be entitled to collect from CLIENT any judgment or settlement sums due plus reasonable attorney's fees, court costs, and other expenses incurred by ATL for such collection action.

14. Termination. ATL or CLIENT may terminate this AGREEMENT for convenience and without cause. Upon receipt of termination notice, ATL will stop work on all services included in this AGREEMENT. CLIENT shall pay ATL for all services performed up to the date of termination notice, plus reasonable termination expenses and fees. Receipt of final payment is a condition precedent to delivery of instruments of service owed up to the date of termination notice. Upon termination for convenience, the terminating party shall have no further rights or remedies.

In the event of failure by either party to perform in accordance with the terms hereof, either party may terminate this AGREEMENT for cause, upon written notice. Such termination may be rescinded by the terminating party if that substantial failure has been remedied within a reasonable period of time.

15. Delay. Neither CLIENT nor ATL will be liable to perform services provided for under this AGREEMENT when such performance is delayed or prevented by an occurrence beyond the control and without fault or negligence of either CLIENT or ATL.

In no event shall ATL be liable or responsible to the CLIENT, its respective shareholders, directors, officers, employees, consultants, contractors, and agents, or OWNER, for or on the account of any stoppage or delay to the PROJECT resulting from the tests, data, results, and/or findings furnished by ATL through performance of the services under this AGREEMENT.

In the event of PROJECT suspension, or delay for more than three months, ATL may elect to finalize all tests, data compilation, analysis, and reports to complete services performed to the date of suspension or delay. CLIENT agrees to compensate ATL, in accordance with the terms of the agreement, for all services completed and other work produced by ATL as instruments of service.

16. Successor and Assigns. CLIENT and ATL each bind themselves, their partners, successors, assigns, and legal representatives to the other party of this AGREEMENT and to the partners, successors, assigns, and legal representatives of such other party, in respect to all covenants of this AGREEMENT. Neither CLIENT nor ATL shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

17. Governing Law and Venue. This AGREEMENT shall be governed and construed in accordance with the laws of the State of New York without regard to any conflicts of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this AGREEMENT shall be resolved or adjudicated in the State of New York.

End of Standard Terms and Conditions

RESOLUTION NO. 93

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$10,820,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$10,820,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 3/14/22

By Audit and Finance Committee:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The County of Albany, New York (the "County") is hereby authorized to construct and reconstruct various bridges in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2022 Capital Plan in the County's 2022-2026 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$3,420,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$3,420,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$3,420,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$3,420,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(10) of the New York Local Finance Law (the "Law"), is twenty (20) years.

Section 2. The County is hereby authorized to undertake a Highway Pavement Recycling Project for portions of CR 261, CR 53 and CR 9 in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2022 Capital Plan in the County's 2022-2026 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this

resolution), is an amount not to exceed \$950,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$950,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$950,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$950,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(20)(c), (d) and (e) of the Law, is fifteen (15) years.

Section 3. The County is hereby authorized to acquire heavy duty trucks and various other equipment, as further described in the 2022 Capital Plan in the County's 2022-2026 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,450,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,450,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,450,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$1,450,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(28) of the Law, are described as follows: (a) for equipment having a cost greater than or equal to \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000 but less than \$30,000, ten (10) years.

Section 4. The County is hereby authorized to undertake the construction of new highway garage facilities located in Towns of Knox and Coeymans, Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2022 Capital Plan in the County's 2022-2026 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$5,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$5,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$5,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$5,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(11)(a)(1) of the Law, is thirty (30) years.

Section 5. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$10,820,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 6. The following additional matters are hereby determined and stated:

(a) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(b) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 7. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 8. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 9. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax

purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 10. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 11. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects.

(a) (1) Except as provided below, based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The various bridge projects authorized by this resolution described in Section 1 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(2); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(2) With respect to the replacement of the Albany County Rail Trail bridge, based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination:

(A) The replacement of the Albany County Rail Trail bridge constitute a "Type I action" (as said quoted term is defined in the Regulations).

(B) The County took steps to establish a "lead agency" (as said quoted term is defined in the Regulations) and, following such steps the County appointed itself the "lead agency" with respect to the replacement of the Albany County Rail Trail bridge.

(B) Following a review of Full Environmental Assessment Form prepared by Department of Economic Development, Conservation and Planning, the County hereby determines that the project will result in no major impacts and, therefore, is one that will not cause significant damage to the environment.

(C) Therefore, the County hereby determines that the replacement of the Albany County

Rail Trail bridge will not have a significant effect on the environment, and the County will not require the preparation of an environmental impact statement with respect to the project.

(D) As a consequence of the foregoing, the County has decided to prepare a negative declaration with respect to the replacement of the Albany County Rail Trail bridge.

(b) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The Highway Pavement Recycling Projects authorized by this resolution described in Section 2 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(5); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(c) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The acquisition of heavy duty trucks and various other equipment authorized by this resolution described in Section 3 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(31); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(d) Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination:

(1) The construction of new highway garage facilities located in the Towns of Knox and Coeymans described in Section 4 constitute an "Unlisted action" (as said quoted term is defined in the Regulations) and therefore coordinated review and notification of other involved agencies is strictly optional.

(2) The County hereby determines not to undertake a coordinated review of the construction of new highway garage facilities, and therefore will not seek lead agency status with respect to the projects;

(3) The project will result in no major impacts and, therefore, is one that will not cause significant damage to the environment. Therefore, the County hereby determines that the construction of new highway garage facilities will not have a significant effect on the environment, and the County will not require the preparation of an environmental impact statement with respect to either project; and

(4) As a consequence of the foregoing, the County has decided to prepare a negative declaration with respect to the construction of new highway garage facilities.

Section 12. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or

purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 5 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2, 3, and 4 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 13. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) (1) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(2) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(b) such obligations are authorized in violation of the provisions of the constitution.

Section 14. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full (or a summary as permitted by the Law), together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the newspaper(s) designated as the official newspaper(s) of the County for such publication.

On long roll call vote the following members voted in favor: Messrs. Beston, Bruschi, Burgdorf, Ms. Chapman, Messrs. Clay, Collins, Cleary, Commisso, Ms. Cunningham, Messrs. Domalewicz, Drake, Efekoro, Feeney, Fein, Grimm, A. Joyce, R. Joyce, Kuhn, Mss. Lekakis, Lockart, Messrs. Mauriello, Mayo, Mss. McLaughlin, McLean Lane, Messrs. Miller, O'Brien, Perlee, Peter, Ms. Plotsky, Messrs. Reidy, Reinhardt, Ricard, Simpson, Smith, Tunny, Ward, Mss. Whalen and Willingham -
38

Those opposed - 0

Resolution was adopted - 3/14/22

Albany County Request for Contract Approval

Contract #	2023-1000
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	D5110 - Maintenance of Roads and Bridges
Date Submitted	Thursday, April 20, 2023
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Mobark, LLC PO Box 277213, Atlanta, GA 30384-7213
Estimated Amount	\$72,708.00
Estimated Term	6/1/2023 to 12/31/2023
Scope of Services	The purchase of one Morbark Eeger Beaver 1621X Brush Chipper from the National Cooperative Sourcewell Contract #031721.
Budget Line Item	DD5110 - 00000 - - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518)447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

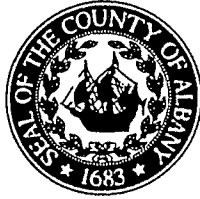
From: Lisa M. Ramundo, Commissioner

Date: April 19, 2023

Re: Contract Request

The Public Works Department respectfully requests approval to purchase one (1) Morbark Eger Beaver 1621X Brush Chipper from Morbark LLC. This vendor has been selected from the National Cooperative Sourcewell Contract #031721. The total purchase price shall not exceed \$72,707.38. Bond money will be used to fund this purchase.

If there are any questions or further information is needed, please feel free to contact my office.



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

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
Department of Public Works

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: April 18, 2023

RE: National Cooperative Sourcewell Contract #031721

I am in receipt of your quote from Morbark for the purchase of a Brush Chipper in the amount of \$72,707.38.

As Morbark has a current award under the Sourcewell Contract#031721 with an expiration date of May 7, 2025 I have no objection to your purchase from Morbark.

Please obtain the necessary contract approval of the Albany County Contract Administration Board so that we may issue a Notice of Award.



MORBARK

Sold To: Albany County Department of Public Works
449 New Salem Rd #2
Voorheesville, NY 12186



DENIS

CIMAF



Ship To: Tracey Road Equipment
on-site unit

Final Delivery: Albany County Department of Public Works
TBD
TBD

Quote No. 41674r2 Quote Date: 4/11/2023 Contact: Josh Pool @ TRE Lead Time: As scheduled w/Tracey Road Eq
Terms: Net 30 Days Contact #: Delivery Instructions: FOB-Destination
Preparer: Erika Snyder Email:

2022 MORBARK EGER BEEVER™ 1621X BRUSH CHIPPER

EQUIPMENT AND OPTIONS

STANDARD UNIT:

- Morbark orange urethane paint system
- Infeed with rigid tray and control handle to actuate feed wheels and dual safety pull cables
- Dual horizontal feed wheels with TorqMax™ top feed wheel compression system, hydraulic lift assist, spring assisted down pressure and manually applied hydraulic down pressure at the valve handle
- Reversing automatic feed system
- 30" diameter x 23-3/4" wide, four (4) knife staggered knife pocket drum with removable knife holders and dual sided chambered air-impeller system
- 32-gallon lockable fuel tank with drain plug, sight gauge and shut-off valve
- 12-gallon lockable hydraulic reservoir with sight gauge, drain plug and clean-out cover
- Live hydraulic system including: ball valve, pump, motor, and valve bank with additional valve section for installation of winch package
- Manual crank swivel discharge chute with 360° rotation, turnbuckle height adjustment, bottom clean-out door and adjustable flipper
- 8.2#, 6" channel frame with cross bracing for additional structural rigidity
- 5" x 3" tubular steel telescoping drawbar with (2) 12" extensions, adjustable hitch plate with 2-1/2" pintle ring and 3/8" thick safety chains with clasp hooks
- 10,000# Torsion axle, electric brakes, break-away actuator with 245/70R x 17.5", 16-ply radial tires and hexagon splash guard fenders
- 5,000# jack with stationary foot pad
- Lockable steel combination tool and battery box compartment with 8D, 1400CCA battery
- Registration and operator guide holder
- Complete set of manuals including: Safety and Operator's, Parts Manual with electronic back-up, which also includes a Safety Video and OEM component manuals. Also included is an engine manual if applicable along with start-up paperwork
- Enclosed engine with gauge panel, radiator fines screen and slide rails for belt adjustment
- Trailer wiring package includes: 7-pin flat electrical connector, LED tail lamps, LED side marker lamps, tail lights, and license plate holder with light
- PSI 4.X, 145-HP gasoline engine with automotive style clutch

OPTIONS:

- Chipper Knife Maintenance Kit, P/N 29834-792 includes (4) knives and (16) bolts
- Electronic fuel gauge located near control panel
- Variable speed flow control
- Winch package: Heavy-duty, 5000# pull capacity with rope, 10' chafe guard and interlock device

Sourcewell #031721-MBI, Member ID#932

TOTAL CALCULATION

Total from Above Choices - MSRP =		\$74,675.00
Sourcewell Discount	13.5%	-\$10,081.13
Material Surcharge =		\$4,513.50
Freight In =		\$1,300.00
PDI =		\$1,800.00
Freight Out =		\$500.00
Extended Price =		\$72,707.38

QUOTE IS VALID FOR 30 DAYS



Solicitation Number: RFP #031721

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Morbark LLC, 8507 S. Winn Road, P.O. Box 1000, Winn, MI 48896 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Tree Maintenance Equipment, Attachments, and Accessories from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 7, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Morbark #031721-MBI

Pricing for contract #031721-MBI is provided at 10-13.5% off base price to Sourcewell participating agencies. Morbark does offer a set volume discount but does consider larger discounts on a case by case basis.

RFP 031721 - Tree Maintenance Equipment, Attachments, and Accessories

Vendor Details

Company Name: MORBARK LLC
Does your company conduct business under any other name? If yes, please state: Michigan
Address: PO BOX 1000
8507 S Winn Rd
WINN, MI 48896
Contact: Erika Snyder
Email: erika.snyder@morbark.com
Phone: 800-831-0042 1500
Fax: 989-866-2280
HST#: 38-2805772

Submission Details

Created On: Friday February 19, 2021 10:00:22
Submitted On: Wednesday March 17, 2021 07:19:29
Submitted By: Erika Snyder
Email: erika.snyder@morbark.com
Transaction #: 4c6cc9ed-2392-48dd-8fa8-0185fb9367a7
Submitter's IP Address: 64.25.195.48

RESOLUTION NO. 519

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$3,920,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$3,920,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 11/12/19

By Audit and Finance Committee:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The County of Albany, New York (the "County") is hereby authorized to construct and reconstruct various roads in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2020 Capital Plan in the County's 2020-2024 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$950,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$950,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$950,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$950,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(20)(b) or (c) of the New York Local Finance Law (the "Law"), is at least ten (10) years.

Section 2. The County is hereby authorized to construct and reconstruct various bridges in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2020 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this

resolution), is an amount not to exceed \$1,282,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,282,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,282,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,282,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(10) of the Law, is twenty (20) years.

Section 3. The County is hereby authorized to acquire heavy duty trucks and various other equipment, as further described in the 2020 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,255,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,255,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,255,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$1,255,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(28) of the Law, are described as follows: (a) for equipment having a cost in excess of \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000, but less than or equal to \$30,000, ten (10) years.

Section 4. The County is hereby authorized to construct and reconstruct Watervliet-Shaker Road in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2020 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$433,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$433,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$433,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$433,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(62) of the Law, is five (5) years.

Section 5. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$3,920,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 6. The following additional matters are hereby determined and stated:

(a) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(b) The proposed maturity of a portion of the bonds authorized by this resolution will exceed five (5) years.

Section 7. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 8. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 9. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 10. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 11. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects.

(a) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The various road projects authorized by this resolution described in Section 1 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(5), and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(b) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution described in Section 2 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(2), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(c) Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 3 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(d) Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 4 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(24) and (27), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

Section 12. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 5 of this resolution. This resolution

shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2, 3, and 4 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 13. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) (1) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(2) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(b) such obligations are authorized in violation of the provisions of the constitution.

Section 14. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the newspaper(s) designated as the official newspaper(s) of the County for such publication.

On long roll call vote the following members voted in favor: Messrs. Beston, Bullock, Burgdorf, Cahill, Ms. Chapman, Messrs. Clay, Commisso, Crouse, Ms. Cunningham, Messrs. Dawson, Domalewicz, Drake, Ethier, Feeney, Fein, Frainier, Grimm, Hogan, A. Joyce, R. Joyce, Mss. Lekakis, Lockart, Messrs. Mauriello, Mayo, Mss. McKnight, McLean Lane, Messrs. Miller, Peter, Ms. Plotsky, Messrs. Reinhardt, Simpson, Smith, Stevens, Tunny, Ward and Ms. Willingham - 36

Those opposed - 0

Resolution was adopted - 11/12/19

Albany County Request for Contract Approval

Contract #	2023-1006
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	SC) State Contract
Department	D5110 - Maintenance of Roads and Bridges
Date Submitted	Monday, April 24, 2023
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Tracey Road Equipment 6803 Manlius Rd., East Syracuse, NY 13057
Estimated Amount	\$61,312.68
Estimated Term	6/1/2023 to 12/31/2023
Scope of Services	The Purchase of three (3) Felling FT-16-2T Trailers using NYS Contract PC69232.
Budget Line Item	DD5110 - 00000 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: April 24, 2023

Re: Contract Request

The Public Works Department respectfully requests approval to purchase three (3) Felling FT-16-2T Trailers from Tracey Road Equipment using NYS Contract PC69232. The total purchase price shall not exceed \$61,312.68. Bond money will be used to fund this purchase.

If there are any questions or further information is needed, please feel free to contact my office.



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

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
Department of Public Works

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: April 24, 2023

RE: NYS Contract, Group#40625 Award#PGB-22792, PC69232

I am in receipt of your quote from Tracy Road Equipment for the purchase of three (3) Felling trailers in the amount of \$61,312.68.

As Felling Trailers, Inc. has a current award under the NYS Contract PC69232 with an expiration date of February 11, 2024 and Tracy Road Equipment is an authorized re-seller I have no objection to your purchase for three (3) Felling trailers from Tracy Road Equipment.

Please obtain the necessary contract approval of the Albany County Contract Administration Board so that we may issue a Notice of Award.

1 - 2023 Bond
2 - HHT7



QUOTATION

6803 Manlius Center Road, East Syracuse, NY 13057 phone (315) 437-1471 fax (315) 437-4041

TO: ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS

Customer _____
 Address _____
 City, State, Zip Code _____
 Contact Person _____
 Phone Number _____ Fax Number _____
 Date of Quotation 3/29/2023 Quotation Price Good Through 4/28/2023
 Salesman Name _____

Stock #	New or Used	Description	Price:
		FELLING FT-16-2 T TRAILER	
		25' DECK LENGTH W/ 2" WHITE OAK DECKING	
		35" LOADED DECK HEIGHT	
		102" OD	
		(8) D-RINGS, 1" BENT	
		ELECTRIC FSA BEAKES ON ALL AXLES	
		8K OIL BATH STRAIGHT AXLES	
		SPRING SUSPENSION, 36" SPREAD	
		(4) 215/75R 17.5 H TIRES, 8 BOLT PLATE WHEELS	
		5' HITCH LENGTH	
		3" ADJUSTABLE LUNETTE EYE/PINTLE, 66,000LB PALTE MOUNT	
		12K JACK W/ SPRING LOADED DROP LEG, SIDE WIND	
		7 POLE RV PLUG	
		LED LIGHTS, W/ SEALED WIRE HARNESS	
		TRAILER COLOR: FELLING BLACK W/ WHITE STRIP	
		TOOL TRAY	
		LOCKING TILT VALVE	
		3/8" SAFETY CHAINS, GRADE 70	
		DOCUMENT HOLDER	
		2 STEPS, 1 ON STD HITCH AND 1 IN FRONT OF AXLES	
		SINGLE SELF ACTUATING HYD CUSHION CYLINDER	
		GVWR: 18,400 LBS	
		SOURCEWELL PRICING: LIST LESS 12%	
		LIST: \$20,412.00 LESS 12%= \$17,962.56	
		FREIGHT IN:\$1,925.00	
		PDI: \$550.00	
		TOTAL COST TO CUSTOMER: \$20,437.56	
		X 3	
		\$61,312.68	
Description of Trade-In (Year, Make, Lienholder, Amount owed on unit, Gross Trade-in allowance)			
0	0	0	0
			\$0

DETAILS OF PROPOSED TRANSACTION:		TERMS AVAILABLE:	
CASH PRICE	_____ \$0	12mos @	=
-TRADE-IN (see above)	_____ \$0	24mos @	=
NET PRICE	_____ \$0	36mos @	=
SALES TAX (if applicable)	_____ \$0	48mos @	=
FET ON NET (if applic.)	_____ \$0	60mos @	=
TOTAL PRICE	_____ \$0		

WE APPRECIATE THIS OPPORTUNITY TO QUOTE YOU. I ASSURE YOU THAT YOUR ORDER WILL BE MOST APPRECIATED AND HANDLED IN A PROMPT AND CAREFUL MANNER. PLEASE FEEL FREE TO CALL ME WHEN I CAN BE OF SERVICE...

Sales Representative

Thank You



**Office of General Services
Procurement Services**

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contractor Information Summary

Updated: March 15, 2023

Group 40625 – Heavy Equipment (Statewide)			
Award Number:	PGB-22792	Contract Period	<i>See Below For Specific Contract Periods</i>

For a list of available equipment types for each Contractor, please click here:
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/4062522792Equipment.pdf>

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	Contract Period:	CONTRACT SPECIFICS
PC69378	Deere & Company (Agriculture) 2000 John Deere Run Cary, NC 27513 Federal ID: 362382580 NYS Vendor ID: 1000009176	03/16/2021to 12/30/2023	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC69840	Diamond Mowers, LLC 350 E. 60th St. North Sioux Falls, SD 57110 Federal ID: 460457129 NYS Vendor ID: 1000019378	09/28/2022 to 08/09/2025	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC68466	Falcon Road Maintenance Equipment, LLC. Falcon Road Maintenance Equipment, LLC. 2600 W Salzburg Freeland, MI 48623 Federal ID: 472654196 NYS Vendor ID: 1100158088	12/20/2018 to 10/02/2023	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC69232	Felling Trailers, Inc. 1525 Main Street South Sauk Centre, MN 56378 Federal ID: 411329390 NYS Vendor ID: 1100157965	12/10/2020 to 02/11/2024	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC69150	Gradall Industries Inc (Gradall) 406 Mill Avenue S.W. New Philadelphia OH 44663 Federal ID: 742660540 NYS Vendor ID: 1100121209	6/15/2019 to 5/31/2023	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>



**Office of General Services
Procurement Services**

PIGGYBACK CONTRACT FOR COMMODITIES

New York State Contract #

PC69232

Master Contract #

121918-FTS

DESIGNATED CONTACTS:

Primary Contact: Bryant Kirk
E-mail address: bryant.kirk@ogs.ny.gov

Secondary Contact: Daniel DeBerardinis
E-mail address: daniel.deberardinis@ogs.ny.gov

For INSURANCE Questions Only: Leighann Brown, Email: ogs.sm.insrev@ogs.ny.gov

THIS CONTRACT for establishment of a "piggyback" contract is made between **the People of the State of New York, acting by and through the Commissioner of the Office of General Services** (hereinafter "State" or "OGS") whose principal place of business is the 36th Floor, Corning Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242, pursuant to authority granted under New York State Finance Law §163(10)(e), and Felling Trailers, Inc. (hereinafter "Contractor" or "Vendor" or "Offerer"), with its principal place of business at 1525 Main Street South Sauk Centre, MN 56378. OGS and Contractor are hereby individually referred to as a "Party" and collectively referred to as "Parties."

Whereas, in accordance with New York State Finance Law §163(10)(e), the Commissioner of OGS (hereinafter "Commissioner") may authorize purchases required by New York State agencies or other authorized purchasers by approving the use of a contract let by any department, agency or instrumentality of the United States government and/or any department, agency, office, political subdivision or instrumentality of any state or states (hereinafter "Issuing Agency"); and

Whereas, Sourcewell a department, agency, office, political subdivision or instrumentality of the State of Minnesota, let a certain contract number 121918-FTS with Contractor for TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES and

Whereas, OGS is a member of Sourcewell and is therefore authorized to utilize Sourcewell contracts; and

Whereas, OGS Procurement Services, on behalf of the Commissioner, finds it necessary and desirable to enter into a contract (hereinafter "Piggyback Contract" or "Contract"), with Contractor for the purchase of specified products or services under the terms and conditions established pursuant to the Master Contract; and

Whereas, it is the intention of the Parties that, effective upon the execution of this Piggyback by OGS, New York State contract number PC67423 shall be deemed terminated and all transactions pertaining to contract number PC67423 shall be governed by contract number PC67423; and

Whereas, OGS provided notification of its intention to enter into this Piggyback Contract with Contractor by placing a notice in the May 20, 2020 edition of the New York State Contract Reporter.

Therefore, by completing and signing this Piggyback Contract, Contractor is willing and able to enter into a contract and

Group 40625– Award 22792, Heavy Equipment

Felling Trailers, Inc.

Contractor and Pricing Information

Revised: December 10, 2020

Contract #	Contractor & Address	Centralized Contract Contact	Federal ID NYS Vendor ID
NYS Contract: PC69232 Sourcewell Contract: 121918-FTS	Felling Trailers, Inc. 1525 Main Street S. Sauk Centre, MN 56378	Name: Patrick Jennissen VP Sales/Marketing Toll Free Phone: (800) 245-2809 Phone: (320) 352-5239 Email: pat.jennissen@felling.com	Federal ID 41-1329390 NYS Vendor ID 1100157965
Business Hours: M-F 9AM –6PM, Central Standard Time			

Contract Pricelist and Discounts

NOTE: Purchase orders shall reference the NYS contract number. Price shall include all customs duties and charges. Shipping costs from the shipping point may be added to invoice for the product, with a copy of the freight bill. Shipping costs are to be prepaid by Contractor and such orders are to be shipped on an F.O.B. destination basis. Contractor shall provide the Authorized User with an estimate of shipping charges prior to placement of an order. All such orders shall be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the Purchase Order by the Authorized User.

Link to Contractor Price List (List Prices): Contact Centralized Contract Contact listed above for price list. Discounts are listed below and in addition to authorized dealers on the ensuing pages.

* **Discount from List Price for Felling products is 12%. All items in this catalog will be available at a 12% discount. Custom items not listed in this catalog will be individually priced on a cases by case basis and will carry the same 12% discount. Discounts for quantity or volume are based on a case by case basis. Contact Contractor for more details.**

Payment/Ordering Information

Does Contractor offer Electronic Access Ordering (EDI)?	No
Does Contractor accept the NYS Procurement Card for orders not to exceed \$50,000	No
Does Contractor offer Prompt Payment Discounts?	No

Note: Felling Industries, Inc. is the contractor. Purchase orders should reference the NYS contract number and can be issued directly to the authorized New York State dealers listed below. Invoicing and payment collection will be the responsibility of the authorized dealers listed below. Felling Industries, Inc. will continue to assume full responsibility for all the terms and conditions of the contract. Shipping costs from the shipping point may be added to invoice for the product, with a copy of the freight bill. Shipping costs are to be prepaid by Contractor and such orders are to be shipped on an F.O.B. destination basis. Contractor shall provide the Authorized User with an estimate of shipping charges prior to placement of an order. All such orders shall be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the Purchase Order by the Authorized User.



**Office of General Services
Procurement Services**

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Contract Award Notification Update

Subject: Contract Extensions and Updated Price Lists

DATE: March 09, 2023 **AWARD #:** PGB-22792 **GROUP #:** 40625

AWARD DESCRIPTION: Heavy Equipment (Statewide)

CONTRACT PERIOD: See Contractor Information

CONTACT: Jacqueline Burke | 518-486-1821 | jacqueline.burke@ogs.ny.gov

CONTRACT NO.: PC69232	CONTRACTOR: Felling Trailers, Inc.
PC68687	Trail King Industries, Inc.
PC69406	Caterpillar Inc.

* Please be advised that the contracts for Felling Trailers, Inc. (PC69232) and Trail King Industries, Inc. (PC68687) have been extended until February 11, 2024. Trail King Industries, Inc. has updated the price list to add live floor body trailers.

Contract (PC69406) with Caterpillar Inc. has been extended until May 13, 2024. Caterpillar Inc. has updated the price list for product models and to include a 20% commodity surcharge on all new machines.

Information for these contractors can be found on the "Contractor Information Summary" page for this award posted on OGS Procurement Services' website, under "Contractor Info" at: <https://online.ogs.ny.gov/purchase/spg/awards/4062522792Can.htm>.

All other terms and conditions under this Award remain the same.

ATTENTION: Josh Pool
 Ship To:
 Tracey Road Equipment
 6803 Manlius Center Rd.
 East Syracuse, New York 13057

Customer Info

Phone:
 315-437-1471
 FAX:

Bill to:
 Tracey Road Equipment
 6803 Manlius Center Rd.
 East Syracuse, New York 13057

Reference No: 247723JDM

Customer Unit/Stock:
 Phone:
 315-437-1471
 FAX:

PO#
Quote Date 03/28/2023
Order Date
Order Status Quote

Sales Person Jacob Meyer

Appx Completion 52 (weeks)
Other Charge
Product ID FT-16-2 T Deck Over - Tilt
Serial No

Shipping Notes:

Drawing No: OVL Length: 30
 Copy No: Appx Wgt +/-:
 Part No: 6,200 lbs
 MRP No:
 Smart No: 52530

Notes:

Item Type	Options	Description	Add Qty	Unit	Total Qty
Base Trailer		FT-16-2 T		Each	0
Deck Length		Add Tilt Deck Length (Includes Approx. 12" Approach Plate)		Feet	25
Deck Type		White Oak 2" Nom		Std	1
Appx Deck Height		35" Loaded		Inches	1
Width		102" OD		Feet	25
Tie Downs		D-Rings, 1" ** Bent ** Standard-No Stationary Platform		Each	8
Brakes		Electric, FSA (Fwd Self Adj) On All Axles		Std	1
Axles		8K Oil Bath Straight		Std	2
Suspension		Spring, 36" Spread		Std	1
Tires & Wheels		215/75R 17.5 H, 8 Bolt [17.5 x 6.75] Plate Wheel		Each	4
Hitch Length		Center of Coupler to Headboard, Appx		Feet	5
Hitch Type		3" Adjustable Lunette Eye/Pintle, [C] 66,000 lb Plate Mount (3/4" Bolt)		Opt	1
Jack		12K w/ Spring Loaded Drop Leg, Side Wind		Std	1
Plug		7 Pole RV		Std	1
Lights		LED Lights (Peterson), Sealed Wiring Harness (Sealco)		Std	1
Trailer Color		Felling Black # CCA945378 (White Felling Decal)		Std	1
Stripe Color		White		Std	1
Standard		Tool Tray		Std	1
Standard		Locking Tilt Valve		Std	1
Standard		3/8" Safety Chains, Grade 70		Std	1
Standard		Document Holder		Std	1
Standard		2 Steps, 1 on the Standard Hitch and 1 in front of Axles on Roadside		Std	2
Standard		Single Self Actuating Hydraulic Cushion Cylinder		Std	1
GVWR		18,400 lbs		Std	1



MSO's are not released until
Payment Received



****FOB IF NO FREIGHT charged****

**** FET Tax may apply on 26,000 lb GVWR
and above ****

Please sign and date your acceptance of this quote:

****PRICING MAY BE SUBJECT TO MARKET ADJUSTMENT AT TIME OF INVOICE****

Product Sheet

Felling Trailers, Inc. 2021

www.felling.com • 1-800-245-2809

1525 Main Street South

Sauk Centre, MN 56378

Feature Name	Standard Features	Standard Qty	Unit Price	UOM
Model	FT-16-2 T	1	\$ 20,412.00	✓
Deck Length	Add Tilt Deck Length (Includes Approx. 12" Approach Plate)	25	\$625.00	Feet
Deck Type	White Oak 2" Nom	1	\$0.00	Std
Appx Deck Height	35" Loaded	1	\$0.00	Inches
Width	102" OD	25	\$0.00	Feet
Tie Downs	D-Rings, 1" ** Bent ** Standard-No Stationary Platfrom	8	\$50.00	Each
Axles	8K Oil Bath Straight	2	\$0.00	Std
Brakes	Electric, FSA (Fwd Self Adj) On All Axles	1	\$0.00	Std
Suspension	Spring, 36" Spread	1	\$0.00	Std
Tires & Wheels	215/75R 17.5 H, 8 Bolt [17.5 x 6.75] Plate Wheel	4	\$0.00	Each
Hitch Length	Center of Coupler to Headboard, Appx	5	\$238.00	Feet
Hitch Type	3" Adjustable Lunette Eye/Pintle, [C] 66,000 lb Plate Mount (3/4" Bolt)	1	\$0.00	Opt
Jack	12K w/ Spring Loaded Drop Leg, Side Wind	1	\$0.00	Std
Lights	LED Lights (Peterson), Sealed Wiring Harness (Sealco)	1	\$0.00	Std
Plug	7 Pole RV	1	\$0.00	Std
Standard	2 Steps, 1 on the Standard Hitch and 1 in front of Axles on Roadside	2	\$0.00	Std
Standard	3/8" Safety Chains, Grade 70	1	\$0.00	Std
Standard	Document Holder	1	\$0.00	Std
Standard	Tool Tray	1	\$0.00	Std
Standard	Locking Tilt Valve	1	\$0.00	Std
Standard	Single Self Actuating Hydraulic Cushion Cylinder	1	\$0.00	Std
Stripe Color	White	1	\$0.00	Std
Trailer Color	Felling Black # CCA945378 (White Felling Decal)	1	\$0.00	Std
GVWR	18,400 lbs	1	\$0.00	Std
	FT-16-2 T Options	Qty	Unit Price	UOM
Attachment Rack	Pressure Treated Wood	1	\$0.00	Feet
Attachment Rack	White Oak 2" Nom	1	\$17.00	Std
Attachment Rack	Felling Black # CCA945378 (White Felling Decal)	1	\$0.00	Std
Attachment Rack	3/16" Floor Plate	1	\$47.00	Feet
Attachment Rack	1/4" Floor Plate	1	\$54.00	Feet

Attachment Rack	(4) Angle Style Upright Braces ILO Std (2) Full Length Bolt On Braces (Each Side of Rack) (P/N 2027782)	1	\$216.00	Feet
Attachment Rack	Apitong, 1 3/8"	1	\$55.00	Feet
Attachment Rack	Grat-X (Expanded Metal 3.14#)	1	\$68.00	Feet
Attachment Rack	Blackwood, Rubber Infused Lumber	1	\$74.00	Feet
Attachment Rack	Attachment Rack Bolt-On Shovel / Broom Holder (3 Tubes)	1	\$414.00	Each
Attachment Rack	Painted Same Color as Trailer	1	\$420.00	Opt
Attachment Rack	Rumber Deck - Jr I-beam Crossmembers 9" On Center	1	\$162.00	Feet
Attachment Rack	Galvanized (Black Felling Decal) ** 3 Weeks already added to Lead Time **	1	\$900.00	Opt
Attachment Rack	Attachment Rack (Removable)-54" Deck height, full width of deck (ID of uprights is OD of stationary), angle lip up w/rub & stake front and sides (Black w/std decking unless otherwise optioned) **2,500 lb Max Capacity**	1	\$3,264.00	Feet
Attachment Rack	Additional Length	1	\$356.00	Feet
Axles, Acc	EZ-Lube Hubs	1	\$38.00	Std
Brakes	Hyd Surge 20,000# W/Drum Brakes (Not Free Backing)	1	\$1,420.00	Opt
Brakes	Electric/Hydraulic (Drum Brake)	1	\$3,318.00	Each
Brakes	Electric/Hydraulic (Disc Brake)	1	\$3,658.00	Each
Chg Order	Non-line Item Change Order; What: Date: Who:	1	\$0.00	Opt
Deck Length	Deduct Tilt Deck Length (Includes Approx. 12" Approach Plate)	1	\$0.00	Feet
Deck Type	Pressure Treated Wood	1	-\$12.00	Feet
Deck Type	White Oak Full 2" (Approx. 1" of decking exposed above frame)	1	\$19.00	Feet
Deck Type	Apitong, 1 3/8"	1	\$79.00	Feet
Deck Type	Grat-X (Expanded Metal 3.14#)	1	\$96.00	Feet
Deck Type	1/8" Floor Plate	1	\$108.00	Feet
Deck Type	3/16" Floor Plate	1	\$108.00	Feet
Deck Type	1/4" Floor Plate	1	\$137.00	Feet
Deck Type	Rumber Deck - Crossmembers 9" On Center	1	\$188.00	Feet
Dlr Set Up	Dealer Set Up and Prep	1	\$470.00	Opt
DOT Insp	DOT Vehicle Inspection Fee	1	\$205.00	Opt
GVWR	Requested Rating -	1	\$0.00	Opt
Hitch Length	Center of Coupler to Headboard, Gooseneck, Appx	8	\$0.00	Feet
Hitch Length	30" Fixed Extention with A-Frame tongue, w/ Anti-Skid Tape on top of extension, Adjustabe Pintle 18" to 30", middle position to be 25" to bottom of pintle	6.5	\$197.00	Feet
Hitch Type	2.5" Adjustable Lunette Eye/Pintle, [C] 42,000 lb Plate Mount (5/8" Bolt)	1	\$0.00	Std
Hitch Type	2 5/16" Ball Adjustable, [B] 25,000 lb Plate Mount	1	\$150.00	Opt
Hitch Type	2 5/16" Gooseneck, [G] 39" +/- 3" Ball Height, 88" Swing Clearance (30,000 GVWR Max)	1	\$2,447.00	Opt
Hitch Type	3" Gooseneck, [G] 39" +/- 2.60" Ball Height, 88" Swing Clearance (40,000 GVWR Max)	1	\$2,891.00	Opt
Hitch Type	Gooseneck with King Pin, [K] 39" +/- 3" King Pin Height, Appx 88" Swing Clearance (30,000 GVWR Max)	1	\$3,082.00	Opt

Hitch Type	2 5/16" Custom Gooseneck, [G], (A) Swing Clearance? (B) Ball Height? (C) Gooseneck Beam Height From Ground? ** Form Must Be Completed ** (30,000 GVWR Max)	1	\$3,856.00	Opt
Hitch Type	2 5/16" Gooseneck [G] with 6' X 8' Top Deck, 39" +/- 3" Ball Height, 88" Swing Clearance, Rub Rails & Stake Pockets Both Sides Standard, (30,000lb GVWR Max)	1	\$4,019.00	Opt
Hitch Type	Gooseneck with Double Pivot Inverted Mini Fifthwheel, [K] 39" +/- 3" King Pin Height, Appx 88" Swing Clearance (32,000 GVWR Max)	1	\$4,776.00	Opt
Jack	12K Drop Leg, Side Wind	1	\$0.00	Opt
Jack	Dual 12K w/ Spring Loaded Drop Leg with Gooseneck	1	\$0.00	Std
Jack	20K Spring Foot, mounted on tongue tube as far back as possible, bolt on, Clock Wise rotation to extend jack	1	\$259.00	Opt
Jack	20K Spring Foot, mounted on tongue extension as far back as possible, bolt on, Clock Wise rotation to extend jack	1	\$259.00	Opt
Jack	Dual 12K w/ Spring Loaded Drop Leg	1	\$386.00	Pair
Jack	25K 2-Speed Non-Drop Leg with Sand Shoe	1	\$388.00	Opt
Jack	25K 2-Speed Drop Leg	1	\$559.00	Opt
Jack	140,000 lb Twin 2 Speed (39,000 lb Lift Capacity)	1	\$874.00	Pair
Jack	Dual 25K Binkley	1	\$1,392.00	Pair
Jack	25 K Electric, Holland (Magnum Lift, Battery Included)	1	\$1,842.00	Opt
Jack	Felling Hyd Jack, 14K Single Jack with elec/hyd power source	1	\$1,990.00	Each
Jack	Felling Hyd Jack, 25K Single Jack with elec/hyd power source	1	\$2,608.00	Each
Jack	Felling Hyd Jack, 14K Dual Jacks, 28,000 lift capacity, with elec/hyd power source	1	\$2,755.00	Pair
Jack	Felling Hyd Jack, 25K Dual Jacks 50,000 lift capacity, with elec/hyd power source	1	\$3,986.00	Pair
Lights	All wiring connections to be soldered and heat shrunk	1	\$142.00	Opt
Lights	Additional Clearance Lights Spaced Evenly On Side Of Trailer - LED (Per Pair)	1	\$205.00	Pair
Lights	Mid-Turn LED Lights	1	\$238.00	Opt
Lights	Junction Box w/breakers	1	\$276.00	Opt
Lights	Trucklite Lights	1	\$316.00	Opt
Lights	Amber LED Strobe Lights, Switched and Mounted, replaces 2 center tail lights	1	\$601.00	Opt
Lights	Trucklite Harness - Includes Junction Box	1	\$632.00	Opt
Lights	Amber LED Strobe Lights, Switched and Mounted, replaces 2 center tail lights (Battery Powered)	1	\$736.00	Opt
Lights	Pull Out Wide Load Lights, extends 18" with 2.5" Amber lights (all four corners)	1	\$950.00	Opt
Lights	Pull Out Wide Load Lights, extends 18" with 2.5" Amber forward, Red rearward lights (all four corners)	1	\$950.00	Opt
Lights	Severe Condition Wiring Package - Closed Back Grommets, Metal Conduit to Side & Rear Lights and Enclosed Tail-lights & Tri-Lights	1	\$1,019.00	Opt
Main Deck	Formed smooth steel plate (flush w/wood deck) with 1/2" grouser bars welded 9" oc. Steel plate starts at the approach plate, width of tread (ILO wood decking)	12	\$168.00	Feet
Main Deck	Combo - Wood with Self Cleaning Angle Iron Outsides & Wood Inlayed Center the last 6 ft	1	\$900.00	Opt
Main Deck	The Last 6' of the Main Deck is 5x3 Self Cleaning Angle Iron	1	\$972.00	Opt
Option	No Parts Direct Decal, Decal #2001139	1	\$0.00	Opt
Option	Drawing Approval Required	1	\$0.00	Opt

Option	Plain Black Mudflaps (No Logo) ILO Standard	1	\$0.00	Opt
Option	Reflective Tape w/o Logo ILO Standard	1	\$0.00	Opt
Option	Printed Owner's Manual	1	\$0.00	Opt
Option	Document Holder, Truck Lite Weather Proof	1	\$16.00	Opt
Option	4" Steel Lip on Both Sides	1	\$31.00	Feet
Option	(4) Flag Holders for Over Width	4	\$38.00	Opt
Option	Outrigger Boards, Full 2" Oak (Full 2" x 12" x 1/2 deck length)	1	\$80.00	Opt
Option	Side Mounted Step, Additional (Flat Bar Style)	1	\$91.00	Each
Option	Wheel chock, galvanized steel w/handle, Slide on storage	1	\$174.00	Each
Option	Hub Odometer	1	\$208.00	Opt
Option	6 Amp DC Charger with 110 VAC Input	1	\$251.00	Opt
Option	Outriggers, Swing Out (mounted to trailer)	1	\$259.00	Pair
Option	Cone holder/ stand- 25.5" tall 3/4" capped on top and welded to a base plate that can be bolted to tongue	1	\$264.00	Each
Option	Galvanized Toolbox	1	\$300.00	Opt
Option	Toolbox, Extended as far forward as possible (with lockable latch) in a-frame area of hitch	1	\$336.00	Opt
Option	Expanded Metal (3/4 x #9) in Hitch A-frame	1	\$396.00	Opt
Option	Step Grab Handles, 2 point step handles, removable (with step below deck)	1	\$403.00	Opt
Option	Step Grab Handles, 3 point pool style (with step below deck)	1	\$436.00	Opt
Option	Toolbox (Lockable) Between Gooseneck Uprights	1	\$558.00	Opt
Option	7.5 Solar Charging System Mounted with Mesh Protection Cover	1	\$570.00	Opt
Option	Wireless Remote Control for Elec/Hyd Pump-Single Function (in addition to standard 15' cord remote)	1	\$774.00	Opt
Option	Expanded Metal (3/4 x #9) Tool Tray in A-Frame of Gooseneck	1	\$883.00	Opt
Option	Side Mounted Aluminum Toolbox - Single Door - Brite Tread Plate 36" x 12" x 18"	1	\$1,136.00	Opt
Option	Outrigger Boards Apitong (Full 2" x 12" x 1/2 deck length)	4	\$1,224.00	Each
Option	Side Mounted Aluminum Toolbox - Single Door - Brite Tread Plate 48" x 12" x 18"	1	\$1,358.00	Opt
Option	Additional Cushion Cylinder	1	\$1,676.00	Opt
Option	Wireless Remote-Single Hydraulic Function(2 button remote)	1	\$1,740.00	Each
Option	Wireless Remote-Two Hydraulic Function (8 button remote)	1	\$2,358.00	Each
Option	Power Up & Down (self contained elec/hyd unit)	1	\$2,376.00	Opt
Option	Wireless Remote-Three Hydraulic Function (8 button remote)	1	\$2,976.00	Each
Option	Wireless Remote-Four Hydraulic Function (8 button remote)	1	\$3,480.00	Each
Option	Self Contained 11-13 HP Hydraulic System W/Electric Start	1	\$6,452.00	Opt
Option	Self Contained 20-24 HP Hydraulic System W/Electric Start, Mounted on top of Gooseneck	1	\$9,462.00	Opt
Plug	4 Flat	1	\$0.00	Each
Plug	7 Pole Semi	1	\$0.00	Each
Plug	6 Pole Round	1	\$0.00	Each
Plug	Female Socket mounted on left side of tongue, facing forward	1	\$77.00	Each
Plug	7 Pole Semi, 4 tail light system, seperate brake/turn	1	\$182.00	Each
Plug	7 Pole Semi, 4 tail light system, combined brake/turn	1	\$182.00	Opt
Plug	Female socket mounted on left side of tongue, facing forward and coiled pigtail with male ends	1	\$186.00	Opt
Plug	7 Pole RV, 4 tail light system	1	\$198.00	Each
Plug	12 Pin Nato Plug	1	\$382.00	Opt

Plug	2 Pole Anderson Connectors (2) with 30 ft 1/0 12 Volt Power Lead, includes Tow Vehicle 1/2 of connector	1	\$476.00	Opt
Spare Tire	215/75R 17.5 H, 8 Bolt [17.5 x 6.75] Plate Wheel	1	\$422.00	Each
Spare Tire, Acc	Spare Tire Mount, Mounted on the Curb Side of the Hitch Beam	1	\$215.00	Each
Spare Tire, Acc	Spare Tire Mount - Mounted on top of the Gooseneck Slope	1	\$296.00	Each
Spare Tire, Acc	Attachment Rack Spare Tire Mount	1	\$354.00	Each
Spare Tire, Acc	Attachment Rack Spare Tire Mount	1	\$354.00	Each
Spare Tire, Acc	Spare Tire Mount - Mounted, Underbody Style	1	\$558.00	Each
Standard	Toolbox, with Lockable Cover	1	\$0.00	Each
Standard	Lockable Toolbox Between Uprights, Standard with Gooseneck	1	\$0.00	Std
Standard	Steps, Gooseneck - 2 Roadside (1 behind headboard & 1 in front of axle)	1	\$167.00	Each
Standard	1/2" Safety Chains, Grade 70 (Upgrade)	1	\$139.00	Opt
Stationary Deck	Stationary Deck	1	\$625.00	Feet
Stationary Deck Type	White Oak 2" Nom	1	\$0.00	Feet
Stationary Deck Type	Pressure Treated Wood	1	\$0.00	Feet
Stationary Deck Type	White Oak Full 2" (Approx. 1" of decking exposed above frame)	1	\$31.00	Feet
Stationary Deck Type	Apitong, 1 3/8"	1	\$79.00	Feet
Stationary Deck Type	1/8" Floor Plate	1	\$108.00	Feet
Stationary Deck Type	3/16" Floor Plate	1	\$108.00	Feet
Stationary Deck Type	Grat-X (Expanded Metal 3.14#)	1	\$115.00	Feet
Stationary Deck Type	1/4" Floor Plate	1	\$137.00	Feet
Stationary Deck Type	Rumber Deck - Crossmembers 9" On Center	1	\$139.00	Feet
Stripe Color	Black	1	\$0.00	Opt
Stripe Color	None	1	\$0.00	Opt
Stripe Color	Bold Yellow	1	\$0.00	Opt
Stripe Color	Green	1	\$0.00	Opt
Stripe Color	Chrome	1	\$0.00	Opt
Suspension	Rubber Torsion, Dexter TorFlex Axles for 16K Trailers	1	\$955.00	Opt
Tie Downs	Inside Stake Pockets in Lieu of D-Rings	10	\$0.00	Each
Tie Downs	D-Rings, 1" ** Bent **- With Stationary Platform	12	\$50.00	Each
Tie Downs	Stake Pockets	1	\$31.00	Each
Tie Downs	C-Track installed on Road side for Sliding 4" Winch w/Flat Bar installed on Curb side	1	\$38.00	Feet
Tie Downs	Rub Rail & Stake Pockets	1	\$48.00	Feet
Tie Downs	Chain Slots (3/8") every 2 ft in Center of Deck	1	\$48.00	Feet
Tie Downs	D-Rings, 1"	1	\$50.00	Each
Tie Downs	Chain Slots (3/8") every 2 ft (appx) along top of outer beams	1	\$52.00	Feet
Tie Downs	Stake Pockets Welded Inside of Side Channel	1	\$52.00	Each
Tie Downs	Rub Rail & Stake Pockets with Double Pipe Spools	1	\$55.00	Feet
Tie Downs	C-Track Sliding 4" Barrel Winch, Low Profile 4.33"	1	\$60.00	Each
Tie Downs	C-Track Sliding 4" Barrel Winch, Tall Profile 7.72"	1	\$60.00	Each
Tie Downs	C-Track Sliding 4" Barrel Winch, Standard Profile 6"	1	\$60.00	Each
Tie Downs	LL-Track Sliding 5.91" Standard Profile Barrel Winch	1	\$62.00	Each
Tie Downs	LL-Track Sliding 5.25" Low Profile Barrel Winch	1	\$62.00	Each
Tie Downs	Weld On Barrel Style Winch for 4" Strap, 6.0"	1	\$62.00	Each
Tie Downs	LL-Track Sliding 4.91" Low Profile 3-Bar Winch	1	\$62.00	Each
Tie Downs	LL-Track for sliding winches, Aluminum (with Flat Bar on opposite side)	1	\$62.00	Feet
Tie Downs	LL-Track Sliding 3 Bar Tall Winch	1	\$62.00	Each

Tie Downs	D-Rings 1", Recessed in Deck	1	\$64.00	Each
Tie Downs	4" x 30' Strap and Flat Hook	1	\$64.00	Each
Tie Downs	D-Ring 1", Recessed Between Stake Pockets, (must option stake & strap)	1	\$64.00	Each
Tie Downs	4" x 30' Strap and Chain & Hook	1	\$84.00	Each
Tie Downs	Weld On Barrel Style Winch for 4" Strap, 5.5"	1	\$88.00	Each
Tie Downs	Weld On Barrel Style Winch for 4" Strap, Low Profile 4.33"	1	\$101.00	Each
Tie Downs	3 Bar Low Profile Winches (weld on) with J-Hook across from Winch	1	\$115.00	Each
Tie Downs	3 Bar Low Profile Winches (weld on) with C-Hook across from Winch	1	\$115.00	Each
Tie Downs	Swivel D-Rings	1	\$115.00	Each
Tie Downs	Stake Pockets Cut in Center of Deck	1	\$126.00	Each
Tie Downs	Combination Winch / Binder Bar, Includes Pipe Storage	1	\$194.00	Each
Tires & Wheels	215/75R 17.5 H, 8 Bolt [17.5 x 6.75] *Black* Plate Wheel	4	\$60.00	Each
Tires & Wheels, Acc	Aluminum 17.5", 8 Bolt [17.5 x 6.75] Plate Wheel	4	\$343.00	Each
Trailer Color	Galvanized (Black Felling Decal) ** 3 Weeks already added to Lead Time **	1	\$1.14	LBS
Trailer Color	Bold Yellow # CCA945381 (Black Felling Decal)	1	\$505.00	Opt
Trailer Color	Oklahoma Orange # CCA945379 (Black Felling Decal)	1	\$505.00	Opt
Trailer Color	Cosmic Blue # CCA945382 (White Felling Decal)	1	\$505.00	Opt
Trailer Color	Construction Gray # CCA945592 (White Felling Decal)	1	\$505.00	Opt
Trailer Color	Viper Red # CCA945383 (White Felling Decal)	1	\$605.00	Opt
Trailer Color	Construction Yellow # CCA945588 (Black Felling Decal)	1	\$605.00	Opt
Trailer Color	Vivid White # CCA945380 (Black Felling Decal) *Seams caulked prior to prime/paint*	1	\$605.00	Opt
Trailer Color	Omaha Orange # CCA945591 (Black Felling Decal)	1	\$605.00	Opt
Trailer Color	Freightliner White # CCA945586 (Black Felling Decal) *Seams caulked prior to prime/paint*	1	\$605.00	Opt
Trailer Color	Platinum Metallic # CCA945729 (White Felling Decal)	1	\$605.00	Opt
Trailer Color	Mack Red # CCA945587 (White Felling Decal)	1	\$780.00	Opt
Trailer Color	Traffic Blue # CCA946016 (White Felling Decal)	1	\$780.00	Opt
Trailer Color	Dark Blue # CCA945732 (White Felling Decal)	1	\$780.00	Opt
Trailer Color	Charcoal Metallic # CCA945731 (White Felling Decal)	1	\$780.00	Opt
Trailer Color	Sparkle Black Metallic # CCA945730 (White Felling Decal)	1	\$780.00	Opt
Trailer Color	Michels Red # CCA943445 (White Decal)	1	\$840.00	Opt
Trailer Color	Sublime Green *45th Anniversary Color* # CCA953995 (Black Felling Decal)	1	\$1,194.00	Opt
Trailer Color	Plum Crazy Purple Metallic *45th Anniversary Color* # CCA953994 (Black Felling Decal)	1	\$1,194.00	Opt
Trailer Color	Ruby Red Metallic *45th Anniversary Color* # CCA975561 (Black Felling Decal)	1	\$1,434.00	Opt
Trailer Color, Acc	Custom Decals -	1	\$131.00	Opt
Width	9' Wide OD, 8.5' Tread Width	25	\$1,740.00	Feet
Width	10' Wide OD, 9.5' Tread Width	25	\$2,580.00	Feet
Winch	Warn Wireless Winch Controller (Not for use with Industrial series Winches)	1	\$708.00	Each
Winch	4K to 8K Mounting Bracket	1	\$774.00	Each
Winch	Wireless Remote (2 Button) For Warn 12k Electric Winch **Includes 12 Volt Charging Cable**	1	\$936.00	Opt
Winch	9K to 20K Winch Mounting Bracket - Tower Style	1	\$972.00	Each
Winch	8000# Elec Winch Mounted - Includes Cable, Hook, Fairlead and Battery - Wired to Front of Trailer	1	\$2,930.00	Each

Winch	12K Hyd, Requires External Hyd Source, Includes Fairlead Roller, Tensioner, Cable and Hook	1	\$6,520.00	Each
Winch	12000# Elec Winch Mounted - Includes Cable, Hook and Fairlead - Powered Off Tow Vehicle, Includes Plugs (No Battery)	1	\$6,520.00	Each
Winch	20K Hyd, Requires External Hyd Source, Includes Cable and Hook	1	\$9,292.00	Each

RESOLUTION NO. 66

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$8,798,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$8,798,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 3/13/23

By Audit and Finance Committee:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The County of Albany, New York (the "County") is hereby authorized to construct and reconstruct various bridges in Albany County, New York, including, but not limited to, the Krumkill Truss Rehabilitation Project, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,553,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,553,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,553,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,553,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(10) of the New York Local Finance Law (the "Law"), is twenty (20) years..

Section 2. The County is hereby authorized to construct and reconstruct various bridges in Albany County, New York, including, but not limited to, the Various Albany County Bridge Rehabilitation and Replacement Project, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating

to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,000,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(10) of the New York Local Finance Law (the "Law"), is twenty (20) years.

Section 3. The County is hereby authorized to construct and reconstruct various bridges in Albany County, New York, including, but not limited to, the Various Bridge Deck Replacement Project, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,250,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,250,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,250,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,250,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(10) of the New York Local Finance Law (the "Law"), is twenty (20) years.

Section 4. The County is hereby authorized to undertake a Highway Pavement Recycling Project for various roads in Albany County, including, but not limited to, portions of CR 252, CR 411, CR 312, CR 409, CR 203 and CR 152 in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,250,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,250,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as

may be necessary to pay the cost thereof, but in no event in excess of \$1,250,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,250,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(20)(c), (d) and (e) of the Law, is fifteen (15) years.

Section 5. The County is hereby authorized to acquire heavy duty trucks and various other equipment, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,450,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,450,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,450,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$1,450,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(28) of the Law, are described as follows: (a) for equipment having a cost greater than or equal to \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000 but less than \$30,000, ten (10) years.

Section 6. The County is hereby authorized to construct and reconstruct various water way and drainage improvements in Albany County, New York, including, but not limited to, the Various Albany County Culvert Rehabilitation and Replacement Project, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$500,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$500,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$500,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$500,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(3) of the New York Local Finance Law (the "Law"), is ten (10) years.

Section 7. The County is hereby authorized to construct and reconstruct various water way and drainage improvements in Albany County, New York, including, but not limited to, the CR 405 over 8 Mile Creek Culvert Replacement Project, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,545,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,545,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,545,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,545,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(3) of the New York Local Finance Law (the "Law"), is ten (10) years.

Section 8. The County is hereby authorized to construct and reconstruct various water way and drainage improvements in Albany County, New York, including, but not limited to, the Potter Hollow Creek Streambank Stabilization Project, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$250,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$250,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof; but in no event in excess of \$250,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$250,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(3) of the New York Local Finance Law (the "Law"), is ten (10) years.

Section 9. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$8,798,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 10. The following additional matters are hereby determined and stated:

(a) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(b) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 11. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 12. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 13. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 14. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the

Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 15. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects.

(a) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The various bridge projects authorized by this resolution described in Sections 1, 2 and 3 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(2); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(b) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The Highway Pavement Recycling Projects authorized by this resolution described in Section 4 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(5); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(c) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The acquisition of heavy duty trucks and various other equipment authorized by this resolution described in Section 5 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(31); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(d) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The various water way and drainage improvement projects authorized by this resolution described in Sections 6, 7 and 8 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(24) and (27); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

Section 16. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 9 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1 through 8 hereof with the

proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 17. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) (1) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(2) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(b) such obligations are authorized in violation of the provisions of the constitution.

Section 18. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full (or a summary as permitted by the Law), together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the newspaper(s) designated as the official newspaper(s) of the County for such publication.

On long roll call vote the following members voted in favor: Bruschi, Burgdorf, Chapman, Clay, Cleary, Commisso, Cunningham, Domalewicz, Drake, Efekoro, Ethier, Feeney, Fein, Grimm, A. Joyce, R. Joyce, Kuhn, Lekakis, Lockart, Mauriello, McLaughlin, McLean Lane, Miller, O'Brien, Perlee, Peter, Plotsky, Reidy, Reinhardt, Ricard, Simpson, Smith, Tunny, Ward, Whalen and Willingham - 36

Those opposed - 0

Resolution was adopted - 3/13/23

RESOLUTION NO. 470

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED DECEMBER 7, 2020, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$12,721,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$12,721,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 12/7/20

By Audit and Finance Committee and Mr. Miller:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The County of Albany, New York (the "County") is hereby authorized to construct and reconstruct various roads in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$4,160,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$4,160,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$4,160,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$4,160,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(20)(b) or (c) of the New York Local Finance Law (the "Law"), is at least ten (10) years.

Section 2. The County is hereby authorized to construct and reconstruct various bridges in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$6,941,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$6,941,000 of serial bonds (and bond anticipation notes in

anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$6,941,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$6,941,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(10) of the Law, is twenty (20) years.

Section 3. The County is hereby authorized to acquire heavy duty trucks and various other equipment. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,270,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,270,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,270,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$1,270,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(28) of the Law, are described as follows: (a) for equipment having a cost greater than or equal to \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000 but less than \$30,000, ten (10) years.

Section 4. The County is hereby authorized to undertake the fuel leak remediation project at the Voorheesville Department of Public Works facility located in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$350,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$350,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$350,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$350,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(32) of the Law, is five (5) years.

Section 5. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed

\$12,721,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 6. The following additional matters are hereby determined and stated:

(a) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(b) The proposed maturity of a portion of the bonds authorized by this resolution will exceed five (5) years.

Section 7. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 8. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 9. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 10. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 11. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects.

(a) (1) Except as provided below, based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The various road projects authorized by this resolution described in Section 1 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(5); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(2) (A) Notwithstanding the foregoing, the Knox Cave Rd. Highway Rehabilitation Project and CR311 and CR303 Highway Rehabilitation Project described in Section 1 constitute an "Unlisted action" (as said quoted term is defined in the Regulations) and therefore coordinated review and notification of other involved agencies is strictly optional. The County hereby determines not to undertake a coordinated review of the projects, and therefore will not seek lead agency status with respect to the projects;

(B) The projects will result in no major impacts and, therefore, are ones that will not cause significant damage to the environment. Therefore, the County hereby determines that the projects will not have a significant effect on the environment, and the County will not require the preparation of an environmental impact statement with respect to either project; and

(C) As a consequence of the foregoing, the County has decided to prepare a negative declaration with respect to each project.

(3) Notwithstanding the foregoing, the design phase of the New Karner Road Corridor Improvements Project described in Section 1 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(24) and (27); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(b) (1) Except as provided below, based upon an examination of the projects and memoranda from the Albany County Department of Economic

Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution described in Section 2 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(2); and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(2) Notwithstanding the foregoing, by separate resolution, the County has complied with the provisions of SEQRA with respect to the Helderberg-Hudson Rail Trail Bridge Project described in Section 2 by issuing a negative declaration determining that the capital project described in this resolution will not have a significant effect on the environment.

(c) Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 3 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(31); and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(d) The project authorized by this resolution described in Section 4 will be conducted pursuant to a corrective action plan under a Stipulation Agreement with the Department of Environmental Conservation of the State of New York; and therefore, the project is exempt from SEQRA.

Section 12. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 5 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2, 3, and 4 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 13. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) (1) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(2) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(b) such obligations are authorized in violation of the provisions of the constitution.

Section 14. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the newspaper(s) designated as the official newspaper(s) of the County for such publication.

On long roll call vote the following members voted in favor: Messrs. Beston, Bruschi, Burgdorf, Ms. Chapman, Messrs. Clay, Cleary, Commisso, Ms. Cunningham, Messrs. Domalewicz, Drake, Efekoro, Ethier, Feeney, Fein, Grimm, A. Joyce, R. Joyce, Kuhn, Langdon, Mss. Lekakis, Lockart, Messrs. Mauriello, Mayo, Mss. McLaughlin, McLean Lane, Messrs. Miller, O'Brien, Perlee, Peter, Ms. Plotsky, Messrs. Reidy, Reinhardt, Ricard, Simpson, Tunny, Ward, Mss. Whalen and Willingham - 38

Those opposed - 0

Resolution was adopted - 12/7/20

Albany County Request for Contract Approval

Contract #	2023-1029
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	D5110 - Maintenance of Roads and Bridges
Date Submitted	Thursday, April 27, 2023
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Greenman Pedersen, Inc. 80 Wolf Rd., Suite #300, Albany, NY 12205
Estimated Amount	\$71,900.00
Estimated Term	6/1/2023 to 12/31/2023
Scope of Services	Construction Inspection Services for Krumkill Rd. Bridge over the Normanskill (BIN 3301270) Rehabilitation Project.
Budget Line Item	DD5110 - 00000 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518)447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: April 27, 2023

Re: Contract Request

The Department of Public Works is requesting approval for an agreement with Greenman Pedersen, Inc. (GPI) for the Construction Inspection Services for the Krumkill Rd. Bridge over the Normanskill Rehabilitation Project. The total contract amount shall not exceed \$71,900.00. Bond money will be used to fund this project.

If there are any questions or further information is needed, please feel free to contact my office.



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

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo
Commissioner

FROM: Pamela O Neill
Purchasing Agent

DATE: April 28, 2023

RE: RFP#2023-036
Construction Inspection Services
Krumkill Rd. Bridge over the Normanskill Rehabilitation Project

I am in receipt of your recommendation to award the aforementioned to Greenman-Pedersen, Inc. in the amount not to exceed \$71,900.00

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposals submitted. I have no objection to the selection of Greenman-Pedersen, Inc.

Please obtain the necessary contract approval of the Contract Administration Board, so that we may issue a Notice of Award.



DANIEL P. McCOY
COUNTY EXECUTIVE


COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO, PE
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

Recommendation

To: Pamela O'Neill, Purchasing Agent

From: Lisa M. Ramundo, Commissioner 

Date: April 27, 2023

RE: RFP#2023-036
Construction Inspection Services
Krumkill Rd. Bridge over the Normanskill Rehabilitation Project

Upon review of the three (3) Proposals that were received regarding the aforementioned project, I would like to recommend Greenman-Pedersen, Inc. for the award of this proposal for a contract amount not to exceed \$71,900.00.

I have attached a copy of our Engineering Divisions recommendation along with Rating and Evaluation Sheets.

If you have any questions or further information is needed, please let me know.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

Memorandum

TO: Lisa M. Ramundo, Commissioner
FROM: Bill Anslow, Civil Engineer
DATE: April 27, 2023
RE: RFP#2023-036

Construction Inspection Services for Krumkill Rd Bridge over the Normanskill
(BIN 3301270) Rehabilitation Project

Attached please find the Rating Sheet along with Evaluation Score Sheets for the subject project. After reviewing all three (3) of the RFP's, we recommend the project be awarded to Greenman-Pedersen, Inc. on the basis of the best understanding of the scope of the project and project team experience. Total contract amount not to exceed is \$71,900.00.

Please let me know if you have any questions.

WA:ct

BID TALLY SHEET

RFP 2023-036

CI for Krumkill Rd Bridge Over the Normanskill Bridge Rehabilitation

COMPANY	Construction Inspection	Materials Testing	PROPOSED PRICE
GPI	\$ 66,900	\$ 5,000	\$ 71,900
Creighton Manning	\$ 64,000	\$ 5,000	\$ 69,000
KC Engineering	\$ 90,500	\$ 5,000	\$ 95,500

RATING SHEET
 RFP #2023-036 Construction Inspection Services for Krumkill Rd Bridge over the Normanskill
 (BIN 3301270) Rehabilitation Project Project

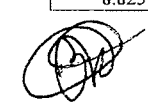
	CME	KC Engineering	GPI
Bill	9.2	8.825	9.275
Brent	9.1	8.125	9.075
Totals	18.3	16.95	18.35
Average	9.15	8.475	9.175
Rank	2	3	1

RFP #2023-036 Construction Inspection Services for Krumkill Rd Bridge over the Normanskill (BIN 3301270) Rehabilitation Project

Proposal Rating Worksheet

Proposer: KC Engineering

	Weight	Brent		Bill	
		Rate	Score	Rate	Score
Proposer's Comprehension of Required (work) Scope of Services	20%	9	1.8	10	2
Prior Experience in Similar Projects	20%	9	1.8	8	1.6
Ability to Keep Project on Schedule and Within Budget (Include Examples and a proposed project schedule)	20%	5	1	8	1.6
Total Proposed Price	25%	8.5	2.125	8.5	2.125
Client References	5%	10	0.5	10	0.5
Proposed Project Staffing (Evaluation of Employees' Resumes)	10%	9	0.9	10	1
TOTALS:			8.125		8.825

NOTES: _____

RFP #2023-036 Construction Inspection Services for Krumkill Rd Bridge over the Normanskill (BIN 3301270) Rehabilitation Project

Proposal Rating Worksheet

Proposer: GPI/Greenman-Pedersen, Inc.

	Weight	Brent		Bill	
		Rate	Score	Rate	Score
Proposers Comprehension of Required (work) Scope of Services	20%	10	2	9	1.8
Prior Experience in Similar Projects	20%	10	2	10	2
Ability to Keep Project on Schedule and Within Budget (Include Examples and a proposed project schedule)	20%	6	1.2	8	1.6
Total Proposed Price	25%	9.5	2.375	9.5	2.375
Client References	5%	10	0.5	10	0.5
Proposed Project Staffing (Evaluation of Employees' Resumes)	10%	10	1	10	1
TOTALS:			9.075		9.275

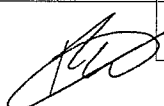
NOTES: _____

RFP #2023-036 Construction Inspection Services for Krumkill Rd Bridge over the Normanskill (BIN 3301270) Rehabilitation Project

Proposal Rating Worksheet

Proposer: Creighton Manning

	Weight	Brent		Bill	
		Rate	Score	Rate	Score
Proposers Comprehension of Required (work) Scope of Services	20%	10	2	8.5	1.7
Prior Experience in Similar Projects	20%	8	1.6	7.5	1.5
Ability to Keep Project on Schedule and Within Budget (Include Examples and a proposed project schedule)	20%	8	1.6	10	2
Total Proposed Price	25%	10	2.5	10	2.5
Client References	5%	10	0.5	10	0.5
Proposed Project Staffing (Evaluation of Employees' Resumes)	10%	9	0.9	10	1
TOTALS:			9.1		9.2




NOTES: _____

RESOLUTION NO. 66

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$8,798,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$8,798,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 3/13/23

By Audit and Finance Committee:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The County of Albany, New York (the "County") is hereby authorized to construct and reconstruct various bridges in Albany County, New York, including, but not limited to, the Krumkill Truss Rehabilitation Project, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,553,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,553,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,553,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,553,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(10) of the New York Local Finance Law (the "Law"), is twenty (20) years..

Section 2. The County is hereby authorized to construct and reconstruct various bridges in Albany County, New York, including, but not limited to, the Various Albany County Bridge Rehabilitation and Replacement Project, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating

to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,000,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(10) of the New York Local Finance Law (the "Law"), is twenty (20) years.

Section 3. The County is hereby authorized to construct and reconstruct various bridges in Albany County, New York, including, but not limited to, the Various Bridge Deck Replacement Project, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,250,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,250,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,250,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,250,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(10) of the New York Local Finance Law (the "Law"), is twenty (20) years.

Section 4. The County is hereby authorized to undertake a Highway Pavement Recycling Project for various roads in Albany County, including, but not limited to, portions of CR 252, CR 411, CR 312, CR 409, CR 203 and CR 152 in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,250,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,250,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as

may be necessary to pay the cost thereof, but in no event in excess of \$1,250,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,250,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(20)(c), (d) and (e) of the Law, is fifteen (15) years.

Section 5. The County is hereby authorized to acquire heavy duty trucks and various other equipment, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,450,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,450,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,450,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$1,450,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(28) of the Law, are described as follows: (a) for equipment having a cost greater than or equal to \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000 but less than \$30,000, ten (10) years.

Section 6. The County is hereby authorized to construct and reconstruct various water way and drainage improvements in Albany County, New York, including, but not limited to, the Various Albany County Culvert Rehabilitation and Replacement Project, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$500,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$500,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$500,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$500,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(3) of the New York Local Finance Law (the "Law"), is ten (10) years.

Section 7. The County is hereby authorized to construct and reconstruct various water way and drainage improvements in Albany County, New York, including, but not limited to, the CR 405 over 8 Mile Creek Culvert Replacement Project, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,545,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,545,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,545,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,545,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(3) of the New York Local Finance Law (the "Law"), is ten (10) years.

Section 8. The County is hereby authorized to construct and reconstruct various water way and drainage improvements in Albany County, New York, including, but not limited to, the Potter Hollow Creek Streambank Stabilization Project, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$250,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$250,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$250,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$250,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(3) of the New York Local Finance Law (the "Law"), is ten (10) years.

Section 9. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$8,798,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 10. The following additional matters are hereby determined and stated:

(a) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(b) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 11. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 12. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 13. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 14. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the

Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 15. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects.

(a) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The various bridge projects authorized by this resolution described in Sections 1, 2 and 3 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(2); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(b) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The Highway Pavement Recycling Projects authorized by this resolution described in Section 4 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(5); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(c) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The acquisition of heavy duty trucks and various other equipment authorized by this resolution described in Section 5 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(31); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(d) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The various water way and drainage improvement projects authorized by this resolution described in Sections 6, 7 and 8 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(24) and (27); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

Section 16. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 9 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1 through 8 hereof with the

proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 17. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) (1) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(2) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(b) such obligations are authorized in violation of the provisions of the constitution.

Section 18. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full (or a summary as permitted by the Law), together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the newspaper(s) designated as the official newspaper(s) of the County for such publication.

On long roll call vote the following members voted in favor: Bruschi, Burgdorf, Chapman, Clay, Cleary, Commisso, Cunningham, Domalewicz, Drake, Efekoro, Ethier, Feeney, Fein, Grimm, A. Joyce, R. Joyce, Kuhn, Lekakis, Lockart, Mauriello, McLaughlin, McLean Lane, Miller, O'Brien, Perlee, Peter, Plotsky, Reidy, Reinhardt, Ricard, Simpson, Smith, Tunny, Ward, Whalen and Willingham - 36

Those opposed - 0

Resolution was adopted - 3/13/23

Albany County Request for Contract Approval

Contract #	2023-1032
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	S) Sole Source (please attach sole source letter)
Department	A1230 - County ExecutiveA4310 - Mental Health
Date Submitted	Monday, May 01, 2023
Contact Person	Alderson, Patrick
Contact Phone	1 (518) 447-3033
Vendor Info	Public Defender Association 110 PREFONTAINE PLACE, S SUITE 502, SEATTLE, WA 98104
Estimated Amount	\$60,000.00
Estimated Term	1/1/2023 to 12/31/2024
Scope of Services	<p>Serve as the "employer of record" for Albany LEAD (Law Enforcement Assisted Diversion) project managers pursuant to 2015 MOU between LEAD stakeholders which establishes the LEAD Policy Coordinating Group, its governance structure, and responsibilities of members.</p> <p>This contract represents funds committed to the LEAD project management function by Albany County in the County's 2023 Budget. The contract, and any remaining balances are transferrable to another entity, if the LEAD Policy Coordinating Group opts to terminate its relationship with the Public Defender Association, and select another Project Management host agency pursuant to RFP 2023-042.</p>
Budget Line Item	AA4310 - 44092 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY, JR.
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, SUITE 1200
ALBANY, NEW YORK 12207
OFFICE: (518) 447-5525
FAX: (518) 447-5589
www.albanycounty.com

PATRICK ALDERSON
DEPUTY COMMISSIONER

May 1, 2023

Hon. Daniel P. McCoy
Albany County Executive
112 State Street, Room 1200
Albany, New York 12207

Hon. Bruce A. Hidley
Albany County Clerk
16 Eagle Street, Room 128
Albany, New York 12207

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear County Executive McCoy, Clerk Hidley, and Chairman Joyce:

On behalf of the Department of Mental Health and the County Executive's Office, I am requesting authorization to enter into a contract with the Public Defender's Association to serve as the "employer of record" for the Albany LEAD (Law Enforcement Assisted Diversion) project managers pursuant to 2015 MOU between LEAD stakeholders which establishes the LEAD Policy Coordinating Group, its governance structure, and responsibilities of members.

The MOU states, "The assignment of the Project Manager is determined by the Policy Coordinating Group. The Project Manager(s) are responsible for overseeing all aspects of LEAD program management, resource development, and stakeholder coordination. The Project Manager(s) will serve as liaison between the fiscal sponsor, the program funders, the contract service providers, the Policy Coordinating Group, the community advisory groups and the operational work groups. The Project Manager(s), with members of the Policy Coordinating Group, will advocate for fidelity to agreed protocols and core principles of LEAD."

This contract is for an amount not to exceed \$60,000 that was committed to the LEAD project management function in the County's 2023 Budget. The term is from January 1, 2023 through December 31, 2024, as funding permits. The contract, and any remaining balances are transferrable to another entity, if the LEAD Policy Coordinating Group opts to terminate its relationship with the Public Defender Association, and select another Project Management host agency pursuant to RFP 2023-042.

Please don't hesitate to contact me with any questions.

Patrick Alderson

Deputy Commissioner, Management & Budget

MEMORANDUM OF UNDERSTANDING

Among

ALBANY OFFICE OF THE MAYOR,
ALBANY POLICE DEPARTMENT,
ALBANY COUNTY EXECUTIVE,
ALBANY COUNTY DISTRICT ATTORNEY,
ALBANY COUNTY SHERIFF,
CENTRAL DISTRICT MANAGEMENT ASSOCIATION,
CENTER FOR LAW AND JUSTICE,
AND DRUG POLICY ALLIANCE

Regarding

ALBANY LAW ENFORCEMENT ASSISTED DIVERSION PROGRAM
POLICY COORDINATING GROUP: FORMATION, GOVERNANCE, AND
RESPONSIBILITIES

RECITALS

WHEREAS, the City of Albany ("City"), Albany County ("County"), and residents and business owners in the communities want to improve public safety and public order in their neighborhoods; and

WHEREAS, the City, County, and community members want to reduce future criminal behavior related to mental illness, drug involvement, chronic homelessness and other health and wellness issues in the City's communities; and

WHEREAS, booking, prosecuting, and jailing individuals committing offenses related to mental illness, drug involvement, chronic homelessness and other health and wellness issues in the City has had limited effectiveness in improving either public safety or public order in the neighborhoods; and

*Albany Law Enforcement Assisted Diversion (LEAD) Program
Memorandum of Understanding of the Policy Coordinating Group*

WHEREAS, interventions that connect people who have been charged with low-level drug offenses with services may cost less and be more successful at reducing future criminal behavior than processing these individuals through the criminal justice system; and

WHEREAS, a program grounded in harm reduction and housing first philosophies, such as LEAD, may provide better results than traditional abstinence-only programs; and

WHEREAS, harm reduction is a proven public health philosophy and intervention that seeks to reduce the harms associated with drug use; and

WHEREAS, the City of Seattle launched the first LEAD demonstration project in 2011, and its collaborative, harm reduction approach to addressing and reducing drug related crime and disorder in downtown Seattle has earned support of local stakeholders including the Seattle Mayor, Seattle Police Department, King County Prosecuting Attorney, the King County Sheriff, the Downtown Seattle Association, and local community leaders, while also garnering the attention of the U.S. Justice Department and other municipalities through the U.S. – including Houston, Atlanta, San Francisco, and Santa Fe, which in 2013 launched the second official LEAD pilot with support from the City and private foundations; and

WHEREAS, the Seattle LEAD Operational Group has offered to provide technical support to the City and County of Albany in the establishment of a LEAD program; and;

WHEREAS, private foundations have expressed interest in supporting the development and evaluation of LEAD in Albany;

NOW, THEREFORE, THE PARTIES STATE THEIR INTENT AS FOLLOWS:

A. Formation, Purposes, and Membership of the Albany Law Enforcement Assisted Diversion ("LEAD") Policy Coordinating Group. A Policy Coordinating Group is hereby formed for the Albany LEAD pre-arrest diversion program. The purposes of the Policy Coordinating Group are to review and provide feedback on the Referral and Diversion Protocols for LEAD candidates, approve Requests for Proposals ("RFPs") for service providers and program evaluators, select providers and evaluators, review and provide feedback on periodic reports from the Operational Group¹, make criminal justice and human services system data available for comparison and evaluative purposes, and provide policy guidance and administrative oversight for the LEAD program's operation and evaluation. The Policy Coordinating Group will select an appropriate fiscal sponsor to receive and administer the program's funding from private donors.

LEAD Policy Coordinating Group

The Policy Coordinating Group's membership shall consist of representatives from the following entities and organizations:

1. Albany Office of the Mayor;
2. Albany Police Department;
3. Albany County Executive Office;
4. Albany County District Attorney's Office;
5. Albany County Sheriff's Office;

¹ The Operational Group is populated by representatives of the policing and prosecutorial agencies having jurisdiction over the communities to be selected for participation in LEAD, a representative from the community (as identified by the LEAD community outreach organizer), and at least one of the organizations providing technical assistance to the LEAD program. Representatives of the service providers selected for each community will be added after selection. The Operational Group has primary responsibility for developing and amending the Referral and Diversion Protocols, for staffing program participants' cases per the Protocols, and for providing periodic reports on resource utilization and participants' progress to the Policy Coordinating Group.

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6. Central District Management Association
7. The Center for Law and Justice; and
8. Drug Policy Alliance (advisory role).

Additional member entities and organizations may be added to the Policy Coordinating Group upon unanimous consent of the existing members.

LEAD Staffing

In addition to individual organizations' staff committed by each of the signatories to this Memorandum of Understanding as described below, the Albany Law Enforcement Assisted Diversion Program is to have two full-time staff members dedicated solely to the LEAD program: a Community Outreach worker, and a Project Manager. The Community Outreach worker is to be assigned to the Center for Law and Justice, as an Albany-based non-government signatory to this MOU. The assignment of the Project Manager will be determined by the Policy Coordinating Group. The Project Manager is to be responsible for overseeing all aspects of LEAD program management, resource development, and stakeholder coordination. The Project Manager will serve as liaison between the fiscal sponsor, the program funders, the contract service providers, the Policy Coordinating Group, the community advisory groups and the operational work groups. The Project Manager, with members of the Policy Coordinating Group, will advocate for fidelity to agreed protocols and core principles of LEAD.

MOU Signatories' Individual Statements of Intent

The parties signing this Memorandum of Understanding ("MOU") specifically state their respective intents and commitments as follows:

*Albany Law Enforcement Assisted Diversion (LEAD) Program
Memorandum of Understanding of the Policy Coordinating Group*

1. **Albany Office of the Mayor** is committed to the goals of supporting safe communities and promoting opportunities for all communities and individuals to realize their full potential; by reducing future criminal behavior related to mental illness, drug involvement, chronic homelessness, and other health and wellness issues. The LEAD program furthers these goals and has the full support of the Mayor. As outlined in the Mayor's transition report, the Mayor's Office is dedicated to adopting a city-wide public health and safety approach to drug policy and believes that this program will play a role in helping the City to evaluate policies and practices across departments to ensure that we are promoting public safety and health; addressing drug addiction as a health issue; and reducing unwarranted racial disparities in drug law enforcement. The Mayor's Office believes that by developing coordinated drug policies that transcend the criminal justice system the LEAD program will help shift the national paradigm from a drug enforcement strategy that destroys communities, to one that rebuilds them.

The Mayor's Office is committed to providing staff towards the implementation, execution, and sustainability of the LEAD program. They have appointed a qualified senior staff member to serve on the LEAD Policy Coordinating Group. They have also directed the Police Department to make the LEAD program a priority, and are committed to addressing racial and ethnic disparities within the cross systems that the LEAD program touches. The Mayor's Office has also agreed to participate in data collection and sharing.

2. **Albany Police Department (APD)** is committed to participate in the LEAD Program on

*Albany Law Enforcement Assisted Diversion (LEAD) Program
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both an operational and policy level. The APD will provide the following staffing to the program:

- The APD is dedicated to training all personnel in the LEAD program and process. The personnel will include patrol officers, as well as detectives who work in the Community Response Unit. Personnel will be knowledgeable in New York State's drug laws, search and seizure case law, local, state and federal criminal history records, State Department of Corrections and Community Supervision records, warrant records, and principles of harm reduction and will have the authority to make street level decisions on where to direct those individuals that are eligible for the LEAD program. The APD will utilize the LEAD program as a pre-arrest diversion program.
- The APD will provide the part-time services of a sergeant and a lieutenant who will oversee the day to day operations of the program. At a policy level, Deputy Chief (Brendan Cox) or a designee shall serve on the LEAD Policy Coordinating Group. These representatives will serve on the Policy Coordinating Group as long as it exists or unless and until the APD withdraws from the LEAD Program.
- Furthermore, the APD is dedicated to training all personnel on the principles of harm reduction and applying these principles across the spectrum of police related calls for service when dealing with addiction, mental illness, and homelessness.

3. Albany County Executive's Office (ACEO)

Albany County Executive Daniel P. McCoy, and Albany County Government, are committed to the goals of supporting safe communities and accessible justice systems for all, and promoting opportunities for all communities and individuals to realize their full potential, by

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reducing future criminal behavior related to mental illness, drug involvement, chronic homelessness and other health and wellness issues within our communities. The Albany County Executive believes the LEAD program furthers those goals and has therefore committed to participate in the LEAD program. The Executive will provide staffing to evaluate the progress of the program as related to the County and its Departments active in the program. Further, the County Executive shall ensure that qualified staff shall serve, including a representative from the County Executive's senior staff, on the LEAD Policy Coordinating Group.

4. Albany County Department of Mental Health

The Albany County Department of Mental Health, under the auspices of the Albany County Executive, agrees to assign senior leadership personnel to the LEAD Policy Coordinating Group; as well as personnel knowledgeable of the behavioral health system of care in Albany County in order to provide consultation and operational technical assistance in the development of appropriate community behavioral health services necessary to the success of the LEAD program.

5. Albany County Department of Health

The Albany County Department of Health (ACDOH) recognizes the importance of taking a coordinated, public health-oriented approach to dealing with people who have been charged with low-level drug offenses where the focus is not on punishment but rather on harm reduction, treatment and supportive services. The LEAD program embraces this approach with the ultimate goal of reducing criminal behavior and improving community safety. The ACDOH supports implementation of the LEAD program in Albany County. We agree to attend LEAD meetings, be an active participant in ongoing discussions and planning, and where applicable facilitate connections to services offered by the ACDOH.

6. Albany County Office of the Public Defender

The Albany County Public Defender's Office pledges its support for the formation of the Albany LEAD pre-arrest diversion program. The Public Defender will participate in any manner needed to assist the Policy Coordinating Group in the development of this program. After the LEAD Program is commenced, the Public Defender's Office will have an attorney assigned to all meetings to represent the interests of participants, advocate for individuals who seek to become part of the LEAD Program, advise potential participants of the legal ramifications of the program and communicate with all stakeholders to ensure that the program accomplishes the goals that are set forth in the Memorandum of Understanding.

7. Albany County District Attorney's Office

The District Attorney's Office believes that the success of this program will allow for better outcomes for those living with addiction, mental illness, and homelessness while allowing for less of a burden on our costly criminal justice system. The District Attorney's Office will provide staffing to the program when practicable: an Assistant District Attorney or other prosecuting attorney to both the Operational and Policy Coordinating Groups. The District Attorney and/or the Assistant District Attorney shall serve on each group as long as the groups exist or unless and until the District Attorney withdraws from the LEAD program. The District Attorney's Office further agrees to assist in data collection and data sharing. Though they will be informed by the Operational Group's staffing recommendations regarding participants, the District Attorney retains the ultimate and exclusive authority to make filing decisions in all criminal cases.

8. Albany County Sheriff's

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Sheriff Craig D. Apple Sr. and the Albany County Sheriff's Office are pleased to participate in the Law Enforcement Assisted Diversion Program in partnership with the Albany Police Department, the Albany County District Attorney's Office and all of those committed to this program. We will support this participation at both the policy and operational levels.

At the operational level a Command Staff Member assigned to the Albany County Sheriff's Office will provide management-level input to structuring the policies and procedures. That representative will also oversee implementation through the first-line supervisors to the patrol deputies and investigators actually making the contact and referrals.

At the policy level, the Sheriff (or other designee) will be a member of the LEAD Policy Coordinating Group, offering the perspective and support of the Sheriff and the Command Staff. It is recognized that the program in the unincorporated areas may differ in some respects from the City of Albany Police Department implementation and operation. But we support the same overarching program goals and we desire the same positive outcomes in the moves of those referred to the program and in the communities impacted by public safety issues.

9. **Central District Management Association** The Central District Management Association, (The Central Avenue Business Improvement District) will assign staff who will attend and be actively engaged in Policy and outreach meetings representing the business and property owners of the BID area. The staff will include the Executive Director and Operations personnel trained in community engagement and crime prevention programming. The staff of the CDMA, Inc., will be prepared to work with the other LEAD partners in an ongoing capacity to provide outreach assistance and acting in an advisory capacity and in an advocacy role for the LEAD.

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The CDMA, Inc. will work in direct relationship with stakeholders and LEAD partners in public relations and communication of LEAD goals and partnership activities, including support for web, press & media relations in support of LEAD efforts. The CDMA, Inc. believes that LEAD efforts support our mission in a “Rising tide lifts all boats” approach to community building and crime reduction, and parallels our mission of improving the quality of life to the City of Albany and its citizens and visitors.

10. **The Center for Law and Justice (CFLJ)** will supervise the LEAD Community Outreach Worker and assist with all aspects of community organization and outreach. Should the Policy Coordinating Group assign the Project Manager to CFLJ, CFLJ will supervise the Project Manager in the performance of his/her responsibilities as described under *LEAD Staffing*, above. CFLJ, with other partners, will assist in communicating about the process of creating and operating LEAD with interested policymakers and community leaders in other jurisdictions.
11. **Drug Policy Alliance (DPA)** is committed to replacing reliance on criminal sanctions with approaches that treat drug misuse as a public health concern and at the same time respect civil liberties, reduce incarceration, and promote racial justice. DPA maintains a New York Policy Office whose professional staff possess significant relevant experience. DPA will participate in the LEAD program in an advisory capacity only. DPA’s staff will assist the LEAD program and its Policy Coordinating Group with advocacy, fundraising, document drafting, stakeholder consultation, troubleshooting, and technical assistance. DPA will support the Project Manager as liaison and advocate between potential funders and the Policy Coordinating Group. DPA, with other partners, will advocate for fidelity to agreed protocols and core principles of LEAD. DPA, in conjunction with CFLJ and along with other partners, will be responsible for communication with interested policymakers and community leaders in other

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jurisdictions regarding the LEAD implementation process. DPA's communication office will provide media support and expertise, consulting on media relations, and the policy department will support outreach and coalition building efforts.

B Governance.

Participation in the LEAD Policy Coordinating Group is voluntary, and any member may withdraw unilaterally at any time for any reason. This MOU does not amend any law or ordinance; nor does it create any binding obligation on the part of any signatory. This MOU simply memorializes the intent of the Policy Coordinating Group's members in participating in this program and describes the responsibilities they understand to be accepting through their participation.

All decisions of the Policy Coordinating Group will be made by modified consensus. For purposes of this MOU, "modified consensus" means a resolution that is acceptable to all participants even if not ideal to one or more. However, the APD retains discretionary authority over diverting potential LEAD participants and in instances where a case is filed, the District Attorney retains the ultimate and exclusive authority to make filing decisions. DPA shall not have a decision-making role in neither the Policy Coordinating Group nor the Operational Group, and will operate in an advisory capacity only. Catholic Charities Care Coordination Services (CCS), St. Catherine's Center for Children, and the Addictions Care Center of Albany, Inc. shall not have a decision-making role in the Policy Coordinating Group, but may participate at the discretion of the partner entities. The role of service providers in the Policy Coordinating Group is further outlined in the addendum.

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Each member organization shall designate one representative for purposes of determining consensus in Policy Coordinating Group decisions, but multiple representatives from each organization may attend meetings and participate in discussions.

C Responsibilities.

The role of the Policy Coordinating Group is to make policy-level decisions regarding the LEAD program and to provide periodic administrative oversight of the program. Specific responsibilities include, but are not limited to, the following:

1. Review of LEAD Referral and Diversion Protocols;
2. Selection of a fiscal sponsor to receive and administer private funding granted for LEAD operation and evaluation; however, the City of Albany may administer its own funds allocated for the LEAD program, rather than transferring said funds to a Funding Hub;
3. Oversight, advisement, and direction of fiscal sponsor pursuant to grant agreements;
4. Collaboration on grant applications for LEAD operation and evaluation;
5. Review of RFP applications and selection of service providers and evaluators;
6. Approval of RFPs for LEAD service provision and evaluation;
7. Making available criminal justice and human services system data for comparison and evaluative purposes;
8. Oversight of LEAD implementation, including but not limited to regular review of reports from the Operational Group(s), contract compliance of service providers and evaluators, ensuring a commitment to a harm reduction philosophy, and solicitation and review of community feedback; and
9. Modification of service provision, or evaluation criteria and process, as needed.

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The MOU signatory agency to which the Project Manager is assigned and DPA will provide staffing support through document drafting, stakeholder consultation, troubleshooting, and technical assistance to the Operational Groups; the Project Manager will have decision-making authority as member of the Policy Coordinating Group.

This MOU may be signed in counterparts and shall be effective as of the date it is signed by all parties. No amendment or modification of this MOU will have effect unless it is made in writing and agreed to by all signatories or their successors.

Albany Law Enforcement Assisted Diversion (LEAD) Program
Memorandum of Understanding of the Policy Coordinating Group

SIGNATURES / DATE



Kathy M. Sheehan
Mayor of the City of Albany

Date



David Soares
Albany County District Attorney

Date



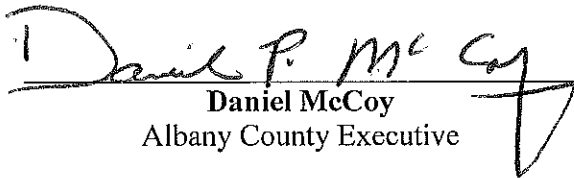
Brendan Cox
Acting Chief
Albany Police Department

Date



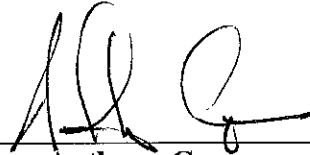
Craig Apple
Albany County Sheriff

Date



Daniel McCoy
Albany County Executive

Date



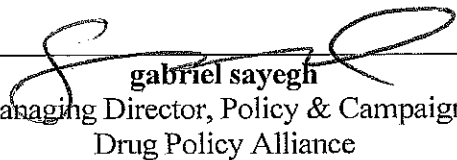
Anthony Capece
Central District Management
Association

Date



Dr. Alice Green
Executive Director
Center for Law and Justice

Date



gabriel sayegh
Managing Director, Policy & Campaigns
Drug Policy Alliance

Date

25 June 15

Addendum for Service Providers

1. **Catholic Charities Care Coordination Services (CCS)** is committed to reducing the negative impact that drug use and behavioral health challenges have in the lives of individuals in the community, addressing racial disparities in the criminal justice system, and providing alternatives to incarceration for nonviolent offenses. The Executive Director and/or other senior leadership staff are committed to assisting with the development of policies, procedures, documentation, and other implementation tools specific to LEAD. Additionally, assistance with media communications, fundraising, community and stakeholder engagement will be provided at the request of the Policy Coordinating Group.

CCS shall not have a decision-making role in the Policy Coordinating Group, but may participate at the discretion of the partner entities in a technical advising role as an expert in direct Case Management/Care Coordination and harm reduction services. CCS will not be involved in the decision-making processes associated with reviewing or selecting of a case management provider and may be removed from the Policy Coordinating Group at any point if the partner entities determine a conflict of interest.

2. **St. Catherine's Center for Children** is committed to reducing the negative impact that substance use and behavioral health challenges have in the lives of individuals in the community, addressing racial disparities in the criminal justice system, and providing alternatives to incarceration for nonviolent offenses. The Executive Director and/or other senior leadership staff are committed to assisting with the development of policies, procedures, documentation, and other implementation tools specific to LEAD. Additionally,

*Albany Law Enforcement Assisted Diversion (LEAD) Program
Memorandum of Understanding of the Policy Coordinating Group*

assistance with media communications, fundraising, community and stakeholder engagement will be provided at the request of the Policy Coordinating Group.

St. Catherine's shall not have a decision-making role in the Policy Coordinating Group, but may participate at the discretion of the partner entities in a technical advising role as an expert in direct Case Management/Care Coordination and harm reduction services. St. Catherine's will not be involved in the decision-making processes associated with reviewing or selecting of a case management provider and may be removed from the Policy Coordinating Group at any point if the partner entities determine a conflict of interest.

3. **The Addictions Care Center of Albany, Inc.** is committed to reducing the negative impact that drug use and behavioral health challenges have in the lives of individuals in the community, addressing racial disparities in the criminal justice system, and providing alternatives to incarceration for nonviolent offenses.

The Executive Director and/or other senior leadership staff are committed to assisting with the development of policies, procedures, documentation, and other implementation tools specific to LEAD. Additionally, assistance with media communications, fundraising, community and stakeholder engagement will be provided at the request of the Policy Coordinating Group.

The Addictions Care Center of Albany, Inc. shall not have a decision-making role in the Policy Coordinating Group, but may participate at the discretion of the partner entities in a technical advising role as an expert in Substance Use Disorder (SUD) prevention and community education, SUD evaluation and treatment. The Addictions Care Center of Albany,

*Albany Law Enforcement Assisted Diversion (LEAD) Program
Memorandum of Understanding of the Policy Coordinating Group*

Inc. will not be involved in the decision-making processes associated with reviewing or selecting a Substance Use Disorder service provider and may be removed from the Policy Coordinating Group at any point if the partner entities determine a conflict of interest.



5/11/2020

Rebecca Brown
Consulting Expert, LEAD Proof of Concept Project
Public Defender Association
by email to: rebecca.brown@leadbureau.org
Re: Letter of Intent regarding LEAD National Development Cohort

Dear Rebecca:

As members of the Policy Coordinating Group (or equivalent body) for the LEAD project in the city of Albany, we are writing to respond to your invitation to join the LEAD National Development Cohort.

We accept this invitation, and we identify [enter name], our Project Manager, as the primary point of contact for this project. *[Note: If you do not currently have a Project Manager or are proposing another person as the primary point of contact for this project, please use the space below to explain your reasoning for this decision.]*

Contact information for Project Manager/Primary Point of Contact:

Name: Michael Lalli	Title: Director of Civil Service
Organization: Albany County	Role in LEAD: County Executive Representative
Email address: michael.lalli@albanycountyny.gov	Office phone: 518-447-5642 Cell phone
Albany LEAD is in the process of hiring a project manager. Michael Lalli can act as a point of contact for the time being to disseminate information to the group and coordinate actions between all members	

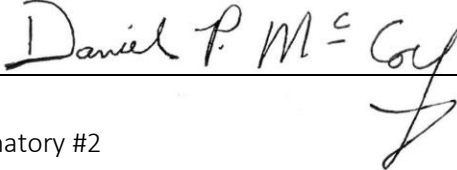
We decline this invitation.

Note: If you have decided to decline this invitation, we would be grateful if you would use this space to help us understand why you've made this decision.

As representatives of Albany LEAD, we the undersigned endorse the information provided in this

Letter of Intent, and we look forward to executing a Memorandum of Understanding to partner with you in the LEAD National Development Cohort.

Signatory #1

Name: Daniel P. McCoy	Role in LEAD: Signatory Member
Organization: Albany County Executive's Office	Email address: County_Executive@albanycounty.com
Title: Albany County Executive	Office phone: 518-447-7040 Cell phone:
	

Signatory #2

Name: Kathy Sheehan	Role in LEAD: Signatory Member
Organization: City of Albany	Email address: mayor@albanyny.gov
Title: Mayor	Office phone: 518-434-5100 Cell phone:

Signatory #3

Name: David Soares	Role in LEAD: Signatory Member
Organization: Albany County District Attorney	Email address: AlbanyDA@albanycountyny.gov
Title: District Attorney	Office phone: 518-487-5093 Cell phone:

Signatory #4

Name: Eric Hawkins	Role in LEAD: Signatory Member
Organization: Albany Police Department	Email address: ehawkins@albanyny.gov
Title: Chief	Office phone: 518-438-4000 Cell phone:

Signatory #5

Name: Craig Apple	Role in LEAD: Signatory Member
Organization: Albany County Sheriff	Email address: Craig.Apple@albanycountyny.gov
Title: Sheriff	Office phone: 518-487-5400 Cell phone:

Signatory #6

Name: Alice Green	Role in LEAD: Signatory Member
Organization: Center for Law and Justice	Email address: cflj@verizon.net
Title: Executive Director	Office phone: 518-427-8361 Cell phone:

Signatory #7

Name: Anthony Capece	Role in LEAD: Signatory Member
Organization: Central District Management Association, Inc.	Email address: anthony@centralbid.com
Title: Executive Director	Office phone: 518-462-4300 Cell phone:

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY EXECUTIVE



RFP-2023-042

**Project Management Host Agency Services and Community
Engagement Services**

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION**

PAMELA O NEILL, 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: Project Management Host Agency Services and Community Engagement Services
RFP NUMBER: 2023-042

Receipt Confirmation Form

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

Pamela O Neill
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

**IF YOU PLAN TO SUBMIT A PROPOSAL, YOU MUST RETURN
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL
FURTHER COMMUNICATION REGARDING THIS RFP.**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____ E-Mail: _____

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:

Yes / **No**

I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method (check):

Fax Number: _____ E-Mail _____

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

NON-PROPOSER RESPONSE

RFP #2023-042

Project Management Host Agency Services and Community Engagement Services

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: _____

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2023-042**

Sealed Proposals for Project Management Host Agency Services and Community Engagement Services as requested by Albany County Executive 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 Thursday April 27, 2023 and or Electronic Submission on BidNet, Empire State Purchasing Group.

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 <http://www.empirestatebidsystem.com>, **starting** by close of business (4:30 p.m.) on April 6, 2023.

Pamela O Neill
Purchasing Agent

Dated: March 30, 2023
Albany, New York

PUBLISH ONE DAY – APRIL 6, 2023-- THE EVANGELIST
PUBLISH ONE DAY – APRIL 6, 2023-- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
PROJECT MANAGEMENT HOST AGENCY SERVICES
AND COMMUNITY ENGAGEMENT SERVICES
FOR ALBANY LAW ENFORCEMENT ASSISTED DIVERSION INITIATIVE

OFFICE OF THE ALBANY COUNTY EXECUTIVE
RFP #2023-042

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 <http://www.empirestatebidsystem.com>. 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 the recipient of Federal Award 2022 BJA FY 22 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program which will be used to develop, implement, and or expand comprehensive programs in response to illicit opioids, stimulants, or other substances of abuse.

Award Name: 2022 BJA FY 22 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program

Assistance Listing #: 16.838

Federal Award Identification Number (FAIN): 15PBJA-22-GG-04489-COAP

Program Title: Comprehensive Opioid, Stimulant, and Substance Abuse Program

Total amount of federal funds awarded: \$1,260,648.00

Project Title: Expansion, Clinical Support and Evaluation: Building LEAD Further in Albany and Albany County

Performance Period Start Date: 10/01/2022

Performance Period End Date: 09/30/2025

Budget Period Start Date: 10/01/2022

Budget Period End Date: 09/30/2025

CFDA (same as Assistance Listing #): 16.838

Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)): Albany County (NY) seeks a Category 1b award of \$1,260,648 to support expansion of, new clinical capacity for, and comprehensive evaluation of Albany Law Enforcement Assisted Diversion. This award would support law enforcement deflection and diversion (at 100%), an embedded social worker or clinician at

intercepts identified using the Sequential Intercept Model, and a field-initiated project bringing together justice and a behavioral health practitioner (both at 29%). New, dedicated clinical capacity within the Albany County Department of Mental Health, designed in the context of Sequential Intercept Model analysis, would be added to serve LEAD clients with substance use disorders, in response to longstanding gaps in such services. A robust program of external evaluation would be provided through a partnership with the University at Albany's School of Public Health, paired with enhanced data analysis and reporting across the initiative. Such evaluation will identify barriers to program implementation; assess program acceptability and benefits from the community perspective; and assess whether the program leads to desired outcomes. Findings are expected to add significantly to existing literature on engagement among individuals with substance use disorders who are justice-involved, and individuals who are unlikely to participate in office-based clinical services, as well as previous research on the LEAD concept which is now in effect in more than 60 U.S. localities. Expansion would include adoption of LEAD in two or more additional municipalities and addition of social contact referrals, a second pathway into LEAD to go beyond pre-arrest diversions that have been in place in the City of Albany since 2016. With this change and expansion to additional jurisdictions, proposed funding would allow an increase of approximately 75 additional clients. Among other benefits, this expansion is expected to advance racial equity by facilitating an increased emphasis on referrals of Black individuals, who historically have represented 60 percent or more of arrests in Albany but only 38 percent of all diversions. Case management is provided by Catholic Charities Care Management Services, which has been serving Albany LEAD clients since 2016 and engages in a range of harm reduction-based programs on behalf of New York State and other funders.

Name of federal awarding agency: DOJ, OJP, BJA

Pass-through entity: Albany County

The County is seeking proposals for project management host agency services and community engagement services as requested by the Office of the Albany County Executive on behalf of the Albany Law Enforcement Assisted Diversion (Albany LEAD) initiative. One proposer will be selected to fulfill both the role of project management host agency and that of community engagement partner.

- 1.2 Albany LEAD works to reduce criminal legal system engagement among individuals who experience mental illness, substance use, homelessness and poverty, and seeks to reduce racial inequities in both the criminal justice system and in public health. Research suggests that LEAD can reduce criminal legal system involvement for participants while improving their access to services and overall quality of life. The requested services are integral to advancement of the work of Albany LEAD through effective project management and community engagement.
- 1.3 As host agency for Albany LEAD project management, the selected entity will serve as employer of record for LEAD project managers in the City of Albany and other locations within Albany County while providing certain additional administrative, financial and other services in support of project management. As community outreach and engagement partner, the entity will work collaboratively in the City of Albany with the Albany LEAD Policy

Coordinating Group (PCG), project managers, community-based organizations and community members to coordinate and ensure diverse community outreach and engagement. The selected entity must demonstrate experience with and commitment to LEAD principles including provision of services that are trauma-informed and based on the harm reduction concept; client participation on a voluntary basis to meet needs as defined by the client; advancement of racial equity; collaboration among and accountability to stakeholders and the community; and cultural competence. The selected entity will participate in the Albany LEAD PCG as an advisory, non-voting member.

SECTION 2: RECEIPT OF PROPOSALS

2.1 Three (3) 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 Thursday, April 27, 2023** at the following address:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, New York 12207

Or electronic submission on BidNet Empire State Purchasing Group
<http://www.empirestatebidsystem.com>

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 the Office of the Albany County Executive in collaboration with other members of the Albany LEAD Policy Coordinating Group and project managers.

2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation on May 1, 2023 or May 2, 2023 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 administration and financial management of human services programs and staff; community outreach/engagement within the City of Albany; and responsibilities and functions of the successful Proposer as outlined in Section 4.1 of this RFP ("Scope of Services").

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

Background

Albany LEAD has been operating in the City of Albany since 2016 and plans to expand to Watervliet and Cohoes in 2023. The initiative brings together a number of related service providers and stakeholders to collaborate effectively to support people who struggle with mental illness, substance use, poverty, and a lack of housing. Albany LEAD is considered a model by many of its peer programs nationwide and has twice been awarded major federal grants in support of its pathbreaking work, including the recent Federal Award 2022 BJA FY 22 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program.

The Albany LEAD Policy Coordinating Group (PCG) serves as the policy-making and stewardship body for the Albany LEAD initiative. It consists of signatories to the Memorandum of Understanding that established the initiative in 2015 – the Albany Office of the Mayor, the Albany Police Department, the Albany County Executive, the Albany County District Attorney, Albany County Sheriff, the Center for Law and Justice and the Central District Management Association. (The Albany County Sheriff's Office currently does not actively participate in the initiative.) Program operations began in April 2016. Albany LEAD is not a governmental or corporate entity, but operates as a cooperative effort among the founding MOU partners. The PCG's ongoing responsibilities are expected to include decision making with regard to hiring and overall supervision of project managers, allocation of resources and oversight of fidelity to LEAD principles. The successful Proposer will participate as a non-voting member of the PCG, providing insight unique to its position and gaining an expanded network of professional colleagues in multiple governmental and nonprofit organizations.

A separate policy-making and stewardship body, the Albany County LEAD Policy Coordinating Group, will oversee development and implementation of the initiative in Cohoes and Watervliet, including the expected appointment of a project manager during 2023. This group consists of the Office of the Albany County Executive, the Albany County District Attorney, the Mayor and/or Chief of Police of the City of Cohoes, and the Mayor and/or Chief of Police of the City of Watervliet. The successful Proposer is expected to work with the Albany County LEAD initiative as employer of record and provider of certain related services similar to those required for project management of LEAD in the City of Albany.

A: Host agency services for Albany LEAD and Albany County LEAD project management

The successful Proposer will serve as employer of record for LEAD project managers and provide other administrative and financial management services as host agency for project management. The two Albany LEAD co-project managers are currently employed by the Public Defender Association, a Seattle-based nonprofit organization that initiated the LEAD concept in 2011; these two employees will transition to become employees of the new host agency.

The Albany LEAD Memorandum of Understanding includes the following directives regarding the work of the project manager(s):

The Project Manager is to be responsible for overseeing all aspects of LEAD program management, resource development, and stakeholder coordination. The Project Manager will serve as liaison between the fiscal sponsor, the program funders, the contract service providers, the Policy Coordinating Group, the community advisory groups and the operational work groups. The Project Manager, with members of the Policy Coordinating Group, will advocate for fidelity to agreed protocols and core principles of LEAD.

Project managers must be trusted partners of all partners, serving as a key resource and liaison to the Policy Coordinating Group and other stakeholders. Because of LEAD's collaborative structure, dedicated project management is responsible for coordinating and convening all the various stakeholders that comprise the initiative. For this reason, the best practice is to house project management within a trusted community-based agency that sits outside of the PCG, is widely respected and can work collaboratively with the partners. Such agency may be primarily involved in other programs that improve the social welfare of the community and build partnerships among multiple stakeholders.

Project managers are charged with building consensus among LEAD stakeholders, collaboratively leading problem solving with partners, and managing daily operations while ensuring ongoing work to establish and enhance LEAD policies, assure sustainability and grow the initiative. Specific roles include convening and facilitating the PCG as well as the Operational Work Group, the Data and Evaluation Committee and the Finance Committee; leading work on budgeting and fundraising; providing community outreach and education; working with police supervisors to train officers; overseeing communications with the media and the public; and responding to community and stakeholder concerns. Together with the PCG, project managers assure fidelity to core LEAD principles including voluntary client participation, harm reduction, intensive case management and cultural competence.

Policy direction for the LEAD initiative rests solely with the PCG. The Public Defender Association's LEAD Support Bureau provides technical assistance to LEAD within Albany County as well as numerous other jurisdictions throughout the United States and internationally.

Responsibilities of the project management agency will include:

- Serving as employer of record for the project manager(s). This role includes personnel functions of processing payroll, taxes, mandated and other fringe benefits, and work time records;
- Administering health insurance, time off, retirement and other benefits not less than those currently in place for project managers;
- Participating with the Albany County LEAD PCG as needed to facilitate selection and employment of the LEAD project manager for Cohoes and Watervliet;
- Maintaining complete records of expenses incurred and payments made on behalf of Albany LEAD and Albany County LEAD, and reporting such expenses and payments to the Policy Coordinating Group(s) on a quarterly basis;
- Designating one or more senior staff members to participate in meetings of the Albany LEAD PCG as requested by the PCG or project managers, but no less than four times each year; and

in meetings of the Albany LEAD Finance Committee as requested by project managers no less than two times each year; and

- Providing support for Albany LEAD social media and other communications efforts, IT support and additional administrative support as agreed by the successful Proposer and project managers.

The ideal project management partner will also provide a positive and productive team environment with other agency staff engaged in work related to the mission of Albany LEAD.

Personnel costs for project management in the City of Albany are expected to total approximately \$203,000 in 2023, including salaries and fringe benefits. Such costs in Cohoes and Watervliet are estimated at approximately \$52,000 during the first year of LEAD implementation. These and other project management costs are expected to be supported by resources from federal and New York State grants, and budget support from Albany County and the City of Albany. The Albany County Department of Mental Health currently provides office space for the project managers in its building on South Pearl Street in Albany, while much of the project managers' work time is done remotely. Should the current arrangement for office space end, any costs incurred by the host agency to provide office space for project managers would be paid by Albany County on behalf of Albany LEAD.

B: Albany LEAD Community Outreach and Engagement

Guiding Philosophy:

Albany LEAD also seeks a Community Outreach and Engagement Partner who will bring together the skills, knowledge, and experiences of diverse groups to implement solutions that work for all members of the community. The successful Proposer will dedicate a staff position or a portion of staff time to work alongside project management and the PCG to educate the community about Albany LEAD, and receive community feedback about policies and practices of Albany LEAD.

The LEAD Community Outreach and Engagement Partner shall work collaboratively with community-based organizations and community members, specifically members of the community who have been disproportionately impacted by the traditional criminal legal system, to help coordinate and ensure diverse community outreach and engagement. The Community Outreach and Engagement Partner shall help communicate the mission of LEAD to the community with the goal of helping to increase diversions and referrals to LEAD as a way of addressing poverty, mental illness, substance abuse, and homelessness. The LEAD Community Outreach and Engagement Partner shall strive to meet individuals where they are, and shall work to ensure that transportation, financial and technological challenges do not prevent individual community members or community-based organizations from contributing to the LEAD collaborative. Outreach will be conducted in the City of Albany with an emphasis on areas of the City most impacted by poverty, mental illness, substance use, homelessness and the criminal legal system.

The Community Outreach and Engagement Partner should expect to engage and then reengage throughout the life of the project, as communities are dynamic and behavior change is not linear. Community engagement is a dynamic process in which leadership and needs are constantly changing.

The engagement process is continuous. It can move from level to level or stay at one level, but it constantly must be reevaluated to ensure that indicators are appropriate and met.

Responsibilities of the Community Outreach and Engagement Partner shall include:

- Hosting at minimum one quarterly public community outreach/engagement meeting with housing and homeless services, substance use, mental health service providers and stakeholders, and/or the general public to learn of outstanding needs, gaps, and potential areas of service improvement.

- Hosting at minimum one quarterly public community outreach/engagement meeting with stakeholders from the business community including but not limited to Business Improvement Districts (BIDs), small business owners, and local and large retail grocers, to inform stakeholders about LEAD diversion and referral, as well as to learn of any outstanding, needs, gaps, and potential areas of service improvement.

- Providing quarterly reports to the PCG listing the number of individuals, organizations, and stakeholders that were engaged and the frequency of their engagement. The quarterly report is to include information regarding the LEAD programmatic information and resources that were distributed to individuals and organizations. Information regarding community outreach should be anonymized with regard to individuals engaged, but should include information regarding the Zip Code or neighborhood of residence of the engaged entity to ensure equitable communication and outreach. Additionally, the presence of anonymized geographic or location data will help to craft future outreach and engagement plans which ensure that demographics that have been and continue to be disproportionately impacted are aware of the resource.

- Working in collaboration with the members of the PCG, the co-project managers, and the community to help coordinate and develop training for clients and potential stakeholders related to LEAD and associated topics including poverty, homelessness, mental illness, and addiction.

- Tracking the number of hours dedicated to LEAD Community Outreach and Engagement as well as the number of hours and amount of funds utilized to host Community Outreach and Engagement meetings and/or listening sessions.

- Hiring or assigning a staff member to perform tasks outlined above for no less than 25 hours per week. Final determination of expected workload and hours employed on behalf of Albany LEAD shall be made by the successful Proposer in consultation with project managers and the PCG.

Resources:

The community engagement agency will be awarded up to \$85,000 for its first year of work on behalf of Albany LEAD to provide coordination of Albany LEAD's community engagement work. Information, pamphlets, and giveaways for tabling events can be produced in coordination with project managers. Project managers are also available to assist with community events and meetings.

C. Successful Proposer as Subrecipient of 2022 BJA FY 22 Comprehensive Opioid Stimulant, and Substance Abuse Site-based Program.

Any contracts awarded pursuant to this RFP will be considered a subaward, and the successful proposer will be considered a subrecipient of Albany County Federal Award 2022 BJA FY 22 Comprehensive Opioid Stimulant, and Substance Abused Site-based program. Accordingly, the successful Proposer will be required to meet the terms and conditions of the federal award. (See Albany County award letter and terms and conditions, Attachment #1. and #2), together with the

provisions outlined in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (See Attachment #3).

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be July 1, 2023, through December 31, 2025.
- 5.2 At the end of the initial one year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for four (4) additional years, in four (4) 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.
- 5.3 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, and should anticipate an agreement which contains, but is not limited to, the contract provisions described in Attachment#4 County of Albany Non-Federal Entity Contract Provisions and Attachment#5 Standard Provisions for County of Albany Services/Work Agreements.

SECTION 6: COST PROPOSAL

- 6.1 Submit a cost proposal/fee structure for each of the two services described above in Section 4, Scope of Services (project management host agency, and community engagement). **Such proposal shall reflect expenditures and resources for project management and community engagement as projected in the Albany LEAD Adopted Budget for 2023-25, appended to this RFP Attachment #6. Total costs for project management from July 1, 2023 through December 31, 2025 shall not exceed \$698,873, including any administrative fees. Total costs for community engagement during such period shall not exceed \$216,850, including any administrative fees.** Salaries for project management employees and community engagement employees shall be determined by the County of Albany in consultation with the Albany LEAD Policy Coordinating Group and/or the Albany County LEAD Policy Coordinating Group. Costs for such salaries and for fringe benefits including health insurance, retirement plan(s), paid vacation and leave time, payroll taxes and other benefit costs shall be fully reimbursed by the Albany LEAD/Albany County LEAD initiative. Submissions should reflect the Proposer's existing fringe benefit programs; the County of Albany reserves the right to negotiate adjustments in such benefits for employees affected by the contract resulting from this RFP to achieve parity with compensation and benefits currently received by Albany LEAD project managers. **Proposals should indicate an estimated percentage of salary costs required for such fringe benefits.**Total expenditures for Albany LEAD project management to be administered by the successful Proposer from July 1, 2023 through December 31, 2023 (personnel and non-personnel services) are estimated at approximately \$135,000, excluding costs to be incurred and charged separately by the successful Proposer for administrative and related purposes. Such costs in other locations within Albany County are estimated at \$61,000 during the first year of implementation in Cohoes and Watervliet. Total costs for community engagement for 2023 are estimated at approximately \$85,000. Cost proposals may be based on a percentage of

actual salary, fringe benefit and other costs to be administered by the successful Proposer.

6.2 Detail the fee structure for the Proposal. If applicable, provide hourly rates and reimbursable costs if not included in the lump sum.

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 Office of the Albany County Executive in consultation with other members of the Albany LEAD Policy Coordinating Group **and project managers**. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Experience/expertise in organizational and financial management of services to high-need individuals and marginalized communities	20%
Experience/expertise in outreach to and engagement with communities in the City of Albany that are historically marginalized and disproportionately impacted by engagement with the criminal legal system	20%
Demonstrated experience with hiring individuals of color, individuals who are knowledgeable regarding the communities and locations served by Albany LEAD, and individuals with lived experience with the criminal legal system, homelessness, substance use or other behavioral health needs	15%
Demonstrated interest and competence in collaborating with other service providers, community organizations, local government leaders, local businesses, neighborhood associations, law enforcement and other partners/stakeholders	10%
Financial stability as evidenced by annual audits, current Board-adopted budget, tax returns and/or other documentation	10%
Experience/expertise in applying for and managing grants from U.S. government entities, New York State and private foundations	10%
Cost: Is the proposal for services within the price range outlined in this RFP?	10%
Experience/expertise in using data to assess and improve operations/services	5%

8.3 Proposals will be examined and evaluated by the Office of the Albany County Executive in consultation with other members of the Albany LEAD Policy Coordinating Group and project managers 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: Section not in use

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

See Attachment #5 Standard Provisions for County of Albany Services/Work Agreements

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:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, ***Room 1000***
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: pamela.oneill@albanycountyny.gov

- 12.2 Other 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 shall be sent to the Purchasing Division no later than Friday April 21, 2023. 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

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

See Attachment #5 Standard Provisions for County of Albany Services/Work Agreements.

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 FREEDOM 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

See Attachment #5 Standard Provisions for County of Albany Services/Work Agreements.

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/CONSULTANT, 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/CONSULTANT 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/CONSULTANT, shall return or destroy all PHI received from, or created or received by the CONTRACTOR/CONSULTANT on behalf of the COUNTY that the CONTRACTOR/CONSULTANT 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: AFFIRMATIVE ACTION REQUIREMENTS

- 21.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors/proposers and subcontractors utilize minority and women labor to the greatest extent feasible.
- 21.2 In proposing on this contract, the Proposer acknowledges an understanding of this policy. The contractor/proposer shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.
- 21.3 In an effort to assist Proposers with compliance attached you will find the following:
Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

SECTION 22: Section not in use

SECTION 23: INTERPRETATION

See Attachment #5 Standard Provisions for County of Albany Services/Work Agreements.

SECTION 24: NON APPROPRIATIONS CLAUSE

See Attachment #5 Standard Provisions for County of Albany Services/Work Agreements.

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: Section not in use

SECTION 27: Section not in use

SECTION 28: Section not in use

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Project Management Host Agency Services and Community Engagement Services
RFP Number: 2023-042

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, 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")

7. Communication concerning this Proposal shall be addressed to:

Phone: _____

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: Project Management Host Agency Services and Community Engagement Services
RFP Number: 2023-042

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

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) **SS.:**

On the _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / 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. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		<input type="checkbox"/> Yes	<input type="checkbox"/> No
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		<input type="checkbox"/> Yes	<input type="checkbox"/> No

16.	<p>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), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p>	
a)	<ol style="list-style-type: none"> 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 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; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 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; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 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 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
b)	<p>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?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <ol style="list-style-type: none"> 1. federal, state or local health laws, rules or regulations. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
17.	<p>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 the status of each item as "open" or "unsatisfied."</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <ol style="list-style-type: none"> a) file returns or pay any applicable federal, state or city taxes? <i>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.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i> 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 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, remain pending or have been closed. If closed, provide the date closed.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
20.	<p>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.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹: Yes No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

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:)
) ss:
County of:)

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

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this ____ day of _____, 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

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

The following is taken from Resolution No. 495 adopted by the Albany County Legislature on October 9, 2018.

Resolved, That the Albany County Legislature hereby approves and adopts the updates to the Affirmative Action Policy as reflected in the document annexed hereto, and be it further that the updated Affirmative Action Plan shall take effect immediately, and that the Commissioner of Human Resources and Director of the Division of Affirmative Action are directed to implement the policies reflected in the updated language of the Affirmative Action policy immediately and on a County-wide basis.

The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

ANTI-DISCRIMINATION CLAUSE 220-E - NYS Labor Law. Provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works. Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality 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, sex 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, sex 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.

ADMINISTRATION

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.

• CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must**:

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

• COMPLIANCE

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.

SANCTIONS

SC-19.5.1

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A **Minority Business Enterprise (MBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A **Woman Business Enterprise (WBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A **Disadvantaged Business Enterprise (DBE)** mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

- A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
- B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority. For

assistance or additional information, contact

County of Albany

Division of Affirmative Action

112 State Street, Room 900, Albany, NY 12207

Phone: (518) 447-7010

Fax: (518) 447-5586

County of Albany
Division of Affirmative Action
MBE/WBE Compliance Forms



Daniel P. McCoy
Albany County Executive

County of Albany
Schedule of MBE/WBE and Labor Performance

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. The Schedule of MBE/WBE and Labor Performance must be completed and submitted within 15 days of receiving the Notice of Award. The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce.

Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at (518) 447-7010.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Contract Description: _____

Bidder is an approved MBE WBE

If yes, specify agency: _____

Joint Venture

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one):

No MBE/WBE joint ventures
with Bidder on this Contract.

Bidder is joint venturing with the following firm(s)
(Attach a copy of joint venture agreements to this form)

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Federal ID No.: _____

MBE Share of Joint Venture: _____% x Total Bid Amount = \$ _____

WBE Share of Joint Venture: _____% x Total Bid Amount = \$ _____

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = \$ _____

WBE Goal: 5% x Total Bid Amount = \$ _____

Please provide the information requested for **all** subcontractors participating on this project (include MBE/WBE firms).

Sub-contractor Name, Address, Phone	MBE, WBE or N/A	Amount of Sub- contract & Award Date	Description of Work (Trade)	Start Date ----- Completion Date	Contracted Payment Schedule
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				

I, _____, representative of _____
 declare that the information provided is true and represents accurately my firm's efforts to comply with the Affirmative Action
 Policy. We shall continue to make every effort to ensure that MBE/WBE firms have the maximum opportunity to compete for, and
 perform contracts let by the County of Albany.

SUBMIT MONTHLY

**County of Albany MBE/WBE and
Labor Performance
Monthly Utilization Report**

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 900, Albany, NY 12207. Fax (518) 447-5560. For assistance, call (518) 447-7010.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Reporting Period: _____ **Month** _____ **Year** _____

Trade	Number of Hours Worked by Minorities	Number of Hours Worked by Women	Number of Hours Worked by Non-Minorities	Total Hours Worked
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Total(s):	0.00	0.00	0.00	0.00

Information Provided By _____

Date _____

MBE/WBE Payments

MBE/WBE Firm(s) Participating on the Project	Payments Made this Month	Payments Made to Date

INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the **10th** of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

County of Albany
Department of Human Resources Division of
Affirmative Action
112 State Street, Room 900, Albany, NY 12207
Phone:(518) 447-7010

NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.

County of Albany
Waiver Request for MBE/WBE Subcontracting and/or Labor Performance

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this form within fifteen days of the Intent to Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Division of Affirmative Action will evaluate each waiver individually. Please be advised that sub- mission of this request does not guarantee waiver of the requirements. Attach additional sheets if necessary. Please refer to the County of Albany Criteria for Establishing Good Faith Effort.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Contract Type/Number: _____ Project Cost: _____

() **Request Waiver of Minority/Women Labor Participation Goal. Please explain:**

Actions taken to include minority/women labor _____

() **Request Waiver of Minority Subcontractor Participation Goal. Please explain:**

Actions taken to include MBE and/or WBE Subcontractor(s) _____

Signature

Name (Printed)

Title

County Of Albany
Criteria for Establishing Good Faith Effort

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?
2. Were advertisements placed in appropriate trade, general circulation and minority and women- oriented publications in a timely fashion?
3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?
4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?
5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?
6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?
7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?
8. What actions were taken to contact and assess the financial ability of certified minority and women- owned businesses enterprises to participation on the contract, and which enterprises are located out- side of the region in which the contract scope of work was or will be performed?
9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?
10. What subcontract terms and conditions were offered to certified minority and women- owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?
11. Has the contractor made payments for work performed by certified minority and women- owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?

Award Letter

September 30, 2022

Dear Patrick Alderson,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by ALBANY COUNTY OFFICE BUILDINGS for an award under the funding opportunity entitled 2022 BJA FY 22 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program. The approved award amount is \$1,260,648.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of

the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

Awards under the Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP) will be used to develop, implement, or expand comprehensive programs in response to illicit opioids, stimulants, or other substances of abuse. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

1. New construction.
2. Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
3. A renovation that will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal

action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

ALBANY, COUNTY OF

UEI

H16ACDZQPYM4

Street 1

112 STATE ST

Street 2

RM 260

City

ALBANY

State/U.S. Territory

New York

Zip/Postal Code

12207

Country

United States

County/Parish

Province

Award Details

Federal Award Date

9/30/22

Award Type

Initial

Award Number

15PBJA-22-GG-04489-COAP

Supplement Number

00

Federal Award Amount

\$1,260,648.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
----------------------------------	--

16.838

Comprehensive Opioid, Stimulant, and Substance Abuse Program

Statutory Authority

34 U.S.C. 10701. Any awards under this solicitation would be made under statutory authority provided by the Department of Justice Appropriations Act, 2022 (Pub. L. No. 117-103, 136 Stat. 49, 127).

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2022 BJA FY 22 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program

Application Number

GRANT13654887

Awarding Agency

OJP

Program Office

BJA

Grant Manager Name

Aja Pappas

Phone Number

[202-532-5212](tel:202-532-5212)

E-mail Address

Aja.C.Pappas@usdoj.gov

Project Title

Expansion, Clinical Support and Evaluation: Building LEAD Further in Albany and Albany County

Performance Period Start Date

10/01/2022

Performance Period End Date

09/30/2025

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2025

Project Description

Expansion, Clinical Support and Evaluation: Building LEAD Further in Albany and Albany County, NY

Albany County (NY) seeks a Category 1b award of \$1,260,648 to support expansion of, new clinical capacity for, and comprehensive evaluation of Albany Law Enforcement Assisted Diversion. This award would support law enforcement deflection and diversion (at 100%), an embedded social worker or clinician at intercepts identified using the Sequential Intercept Model, and a field-initiated project bringing together justice and a behavioral health practitioner (both at 29%).

New, dedicated clinical capacity within the Albany County Department of Mental Health, designed in the context of Sequential Intercept Model analysis, would be added to serve LEAD clients with substance use disorders, in response to longstanding gaps in such services. A robust program of external evaluation would be provided through a partnership with the University at Albany's School of Public Health, paired with enhanced data analysis and reporting across the initiative. Such evaluation will identify barriers to program implementation; assess program acceptability and benefits from the community perspective; and assess whether the program leads to desired outcomes.

Findings are expected to add significantly to existing literature on engagement among individuals with substance use disorders who are justice-involved, and individuals who are unlikely to participate in office-based clinical services, as well as previous research on the LEAD concept which is now in effect in more than 60 U.S. localities. Expansion would include adoption of LEAD in two or more additional municipalities and addition of social contact referrals, a second pathway into LEAD to go beyond pre-arrest diversions that have been in place in the City of Albany since 2016. With this change and expansion to additional jurisdictions, proposed funding would allow an increase of approximately 75 additional clients. Among other benefits, this expansion is expected to advance racial equity by facilitating an increased emphasis on referrals of Black individuals, who historically have represented 60 percent or more of arrests in Albany but only 38 percent of all diversions. Case management is provided by Catholic Charities Care Management Services, which has been serving Albany LEAD clients since 2016 and engages in a range of harm reduction-based programs on behalf of New York State and other funders.

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

2

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

5

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator

or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

7

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to

imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

10

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

11

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable

provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

12

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

13

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

15

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

17

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

18

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients

("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a

federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes

references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

24

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with

respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

27

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

28

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly

must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

29

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

30

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

32

The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

33

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

34

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

35

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

36

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

37

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.

38

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages,

the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

41

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

42

Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

43

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the

Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

44

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

45

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

46

The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

47

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

48

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are

required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

49

Conditional Clearance

The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and an Award Condition Modification (ACM) has been issued to remove this award condition.

50

Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued an Award Condition Modification (ACM) informing the recipient of the approval.

[Load more](#)

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official
Deputy Assistant Attorney General

Name of Approving Official
Maureen Henneberg

Signed Date And Time
9/26/22 2:58 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
Deputy County Executive

Name of Authorized Entity Official
Daniel Lynch

Signed Date And Time
10/25/2022 1:31 PM

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

2

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

5

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ

awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

7

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

10

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

11

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

12

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

13

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

15

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

17

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

18

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each

hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"),

procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

24

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any

procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

27

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

28

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

29

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

30

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

32

The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

33

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

34

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

35

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

36

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

37

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part

46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

41

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

42

Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

43

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

44

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

45

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

46

The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

47

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

48

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

49

Conditional Clearance

The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial

Officer (OCFO) has approved the budget and budget narrative and an Award Condition Modification (ACM) has been issued to remove this award condition.

50

Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued an Award Condition Modification (ACM) informing the recipient of the approval.

Pass-through Entity's Responsibilities Checklist

Section	Uniform Requirements – 2 CFR Part 200	Completed (Y/N)
Subrecipient and Contractor Determination		
200.330	A determination has been made as to whether the entity receiving federal funds is a subrecipient or a contractor based on the definitions outlined in the Uniform Requirements.	
200.331 (a)	The subrecipient has been informed of the subaward and their requirements to comply with the provisions outlined in the Uniform Requirements.	
Required Subaward Identification Information		
200.331 (a)(1)	Subrecipient name (must match registered name in DUNS)	
	Subrecipient's DUNS number	
	Federal Award Identification Number (FAIN)	
	Federal Award Date	
	Subaward period of performance start and end date	
	Amount of federal funds obligated by this action	
	Total amount of federal funds obligated to the subrecipient	
	Total amount of federal award	
	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	
	Name of federal awarding agency, pass-through entity, and contact information for awarding official	
	CFDA number and name	
	Whether or not the award is R&D	
	Indirect cost rate for the federal award	
Requirements for Pass-through Entities		
200.331 (a)(2)	The subaward includes all requirements imposed by the pass-through entity to ensure the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.	
200.331 (a)(3)	Any additional requirements imposed by the pass-through entity in order to meet its responsibilities with the Federal awarding agency to include identifying any required financial and performance reports.	
200.331 (a)(4)	A current approved indirect cost rate between the subrecipient and the federal government. If no rate exist, either a rate negotiated between the pass-through entity and the subrecipient or a de minimis rate of 10%.	
200.331 (a)(5)	The subaward includes a requirement that the subrecipient allows the pass-through entity and auditor's access to their records and financial statements.	
200.331 (a)(6)	The subaward includes the appropriate terms and conditions regarding the closeout of the award.	
200.331 (b)	Assess the subrecipient's risk of non-compliance with federal statutes, regulations, and terms and conditions of the subaward (<i>see Subrecipient Monitoring Risk Factors Checklist</i>).	
200.331 (c)	Consider imposing specific subaward conditions on a subrecipient, if appropriate as described in § 200.207 (<i>Specific Conditions</i>).	
Subrecipient Monitoring Requirements		
200.331 (d)	Activities of the subrecipient are monitored as necessary to ensure the subaward is used for authorized purposes; is in compliance with Federal statutes, regulations and the terms and conditions of the subaward and performance goals are met.	

Section	Uniform Requirements – 2 CFR Part 200	Completed (Y/N)
200.331 (d)(1) (2)&(3)	Monitoring of subrecipients must include: <ul style="list-style-type: none"> • Reviewing financial and programmatic reports, • Follow-up process to ensure subrecipient takes timely and appropriate action on all deficiencies detected through audits, on-site reviews, and other methods, and • Issue a management decision for all audit findings pertaining to the award. 	
Subrecipient Monitoring Tools		
200.331 (e)	Based on the results of the risk assessment performed, consider other monitoring tools to ensure proper accountability and compliance with program requirements.	
200.331 (e)(1)	Provide subrecipients with training and technical assistance on program-related matters.	
200.331 (e)(2)	Perform on-site reviews of the subrecipient's program operations.	
200.331 (e)(3)	Arrange for agreed upon procedures engagement as described in § 200.425 (<i>Audit Services</i>).	
Additional Monitoring Requirements		
200.331 (f)	Verify that every subrecipient is audited as required by Subpart F when it is expected that Federal funds expended during the fiscal year either equaled or exceeded the \$750,000 threshold set forth in § 200.501 (<i>Audit Requirements</i>).	
200.331 (g)	Make necessary adjustments to the pass-through entity's records based on the results of a subrecipient's audit, on-site review, or other monitoring efforts.	
200.331 (h)	Consider taking enforcement action against non-compliance subrecipients as described in § 200.338 (<i>Remedies for Non-compliance</i>).	

ATTACHMENT #4: COUNTY OF ALBANY – NON - FEDERAL ENTITY CONTRACT PROVISIONS

The following provisions are required and apply when federal funds are expended by the County of Albany for any contract resulting from the RFB/P #2023-042 procurement process.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal contract provision (A) above, when federal funds are expended by the County of Albany, the County reserves all rights and privileges under the applicable laws and regulations with respect to the RFB/P # procurement in the event of breach of contract by either party.

Does Contractor/Consultant agree? YES ____ **Authorized Representative's initials:** ____

- (B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).

Pursuant to Federal contract provision (B) above, when federal funds are expended by the County of Albany, the County reserves the right to immediately terminate any contract in excess of \$10,000 resulting from the RFB/P #2023-042 procurement process in the event of a breach or default of the agreement by Contractor/Consultant, in the event the Contractor/Consultant fails to:

- (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, agreement, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the agreement and/or the procurement solicitation. The County of Albany also reserves the right to terminate the contract immediately, with written notice to the Contractor/Consultant, for convenience, if the County believes, in its sole discretion that it is in the best interest of the County to do so. The Contractor/Consultant will be compensated for work performed and accepted and goods accepted by the County as of the termination date if the contract is terminated for convenience of the County. Any award under the RFB/P #2023-042 procurement process is not exclusive and the County reserves the right to purchase goods and services from other Contractors/Consultants when it is in the best interest of the County.

Does Contractor/Consultant agree? YES ____ **Authorized Representative's initials:** ____

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal contract provision (C) above, when federal funds are expended by the County of Albany on any federally assisted construction contract, the aforesaid equal opportunity clause is incorporated by reference herein.

Does Contractor/Consultant agree? YES _____ **Authorized Representative’s initials:** _____

- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal contract provision (D) above, when federal funds are expended by the County of Albany during the term of an award for all contracts and subgrants for construction or repair, the Contractor/Consultant shall comply with all applicable Davis-Bacon Act provisions.

Does Contractor/Consultant agree? YES ____ **Authorized Representative's initials:** ____

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal contract provision (E) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the County resulting from the RFB/P # procurement process, the Contractor/Consultant shall be, and shall remain, in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials:** ____

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal contract provision (F) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the County resulting from the RFB/P # procurement process, the Contractor/Consultant agrees to comply with all applicable requirements as referenced in Federal contract provision (F) above.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials:** ____

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal contract provision (G) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the County resulting from the RFB/P #2023-042 procurement process, the Contractor/Consultant agrees to comply with all applicable requirements as referenced in Federal contract provision (G) above.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials:** ____

(H) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal contract provision (H) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the resulting from the RFB/P# procurement process, the Contractor/Consultant neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of New York. The Contractor/Consultant shall immediately provide written notice to the if at any time it learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The County may rely upon a certification of a Contractor/Consultant that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the County knows the certification is erroneous.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials:** ____

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors/Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award.

Pursuant to Federal contract provision (I) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term and after the awarded term of an award for all contracts by the County resulting from the RFB/P # procurement process, the Contractor/Consultant shall provide the required written certification that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor/Consultant further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The Contractor/Consultant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The aforesaid certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the required certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Does Contractor/Consultant certify? YES ___ **Authorized Representative's initials:** ___

(J) Procurement of Recovered Materials. When federal funds are expended by the County of Albany, it and its contractors/consultants must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal contract provision (J) above, when federal funds are expended the County of Albany, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor/Consultant certifies, by initialing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials:** ____

(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by the County of Albany, Contractor/Consultant is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women-owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Pursuant to Federal contract provision (K) above, when federal funds are expended the County of Albany, the Contractor/Consultant certifies, by initialing this document, that it shall take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women-owned firms for any subcontracting opportunities on the project.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials:** ____

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.334

When federal funds are expended by the County of Albany for any contract resulting from the RFB/P # procurement process, the Contractor/Consultant certifies it shall comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor/Consultant further certifies it will retain all records as required by 2 CFR § 200.334 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Contractor/Consultant certify? YES ___ **Authorized Representative's initials:** ___

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS

When federal funds are expended by the County of Albany for any contract resulting from the RFB/P # procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Contractor/Consultant certify? YES ___ **Authorized Representative's initials:** ___

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the County of Albany for any contract resulting from this procurement process, the Contractor/Consultant certifies it shall be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does Contractor/Consultant certify? YES ___ **Authorized Representative's initials:** ___

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Contractor/Consultant certifies it shall be, and remain, in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials:** ____

CERTIFICATION OF NON-COLLUSION STATEMENT

Contractor/Consultant certifies that it has executed a certification under penalty of perjury as part of its response to the RFB/P # procurement solicitation that it is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials:** ____

STANDARD PROVISIONS FOR
COUNTY OF ALBANY SERVICES/WORK AGREEMENTS

1. ASSIGNMENT

The Contractor/Consultant specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor/Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's/Consultant's right, title, or interest therein, without the prior written consent of the County.

The Contractor/Consultant shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor/subconsultant shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

2. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor/Consultant shall be made available to the other party to this Agreement without expense to the other party.

3. COOPERATION

The Contractor/Consultant shall cooperate with representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of the Contractor/Consultant to the end that work may proceed expeditiously and economically.

4. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor/Consultant agrees that neither it nor any of its County-approved subcontractors/subconsultants shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, marital status, or disability, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

5. RELATIONSHIP OF THE PARTIES

The Contractor/Consultant is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor/Consultant shall not in any manner be, or be held out to be, agents or employees of the County.

6. INDEMNIFICATION

The Contractor/Consultant shall defend, indemnify, and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor/Consultant, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses.

7. NON-APPROPRIATIONS

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/Consultant 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.

8. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

9. RECORDS

The Contractor/Consultant shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

The Contractor/Consultant shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

The Contractor/Consultant shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

10. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor/Consultant.

11. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

12. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

13. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend, or affect the provisions hereof.

14. NON-INTERRUPTION OF WORK [Contractors only]

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

16. EXTRA WORK/SERVICE

If the Contractor/Consultant is of the opinion that any work/services it has been directed to perform is beyond the scope of this Agreement and constitutes extra work/services, the Contractor/Consultant shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work/services is in fact beyond the scope of this Agreement and whether or not it constitutes extra work/services. In the event the County determines such work does constitute extra work/services, it shall provide extra compensation to the Contractor/Consultant on a negotiated basis.

17. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor/Consultant hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor/Consultant 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 its 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 Contractor/Consultant in default and/or seeking debarment or suspension of the Contractor/Consultant.

18. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor/Consultant hereby represents that it is in compliance with § 103-g entitled “Iranian Energy Sector Divestment,” in that the Contractor/Consultant 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.

19. MISCELLANEOUS PROVISIONS

- 19.1 In addition to the MacBride Principles of Fair Employment, the Iranian Energy Sector Divestment and other policies and procedures described above, the Contractor/Consultant also acknowledges that it shall follow the Affirmative Action Requirements, Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures of the County.
- 19.2 During the term of this Agreement, the Contractor/Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor/Consultant shall give the County thirty (30) days written notice in advance of such event.
- 19.3 The Contractor/Consultant shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
- 19.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
- 19.5 The County shall bear no responsibility other than that set forth in this Agreement.
- 19.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given

if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

Albany LEAD Budget, 2023-2025: Summary

Function	EXPENSES			3-Year Totals
	2023	2024	2025	
Case Management	443,933	512,573	527,055	1,483,561
Project Management	270,116	277,885	285,931	833,931
Clinical Support Initiative, ACDMH	-	175,000	181,000	356,000
Community Engagement	85,055	85,961	88,362	259,378
Albany Police Department	48,763	50,226	51,733	150,722
Albany County District Attorney	47,247	47,247	47,247	141,741
Albany County Performance Reporting	10,080	10,382	10,694	31,156
Evaluation and Research	80,000	83,000	83,000	246,000
TOTAL EXPENSES (including in-kind) *	985,194	1,242,274	1,275,021	3,502,490
TOTAL EXPENSES (excluding in-kind) *	902,473	1,144,802	1,176,042	3,210,027

Source	RESOURCES			
	2023	2024	2025	
2020 COSSAP Grant	221,289	-	-	221,289
2022 COSSAP Grant	132,219	382,868	392,614	907,701
2022 New York State Grant	280,965	9,035	-	290,000
LEAD Support Bureau Grant	75,000	-	-	75,000
Albany County Support	60,000	-	-	60,000
City of Albany Support	60,000	-	-	60,000
Health Research Inc. /Bridge Clinic Grant	73,000	73,000	73,000	219,000
TOTAL	902,473	464,903	465,614	1,832,990

PROJECTED SURPLUS OR (GAP)

	2023	2024	2025
Gap including cost of in-kind services**	(82,721)	(659,372)	(809,407)
Gap excluding cost of in-kind services	-	(741,899)	(710,427)

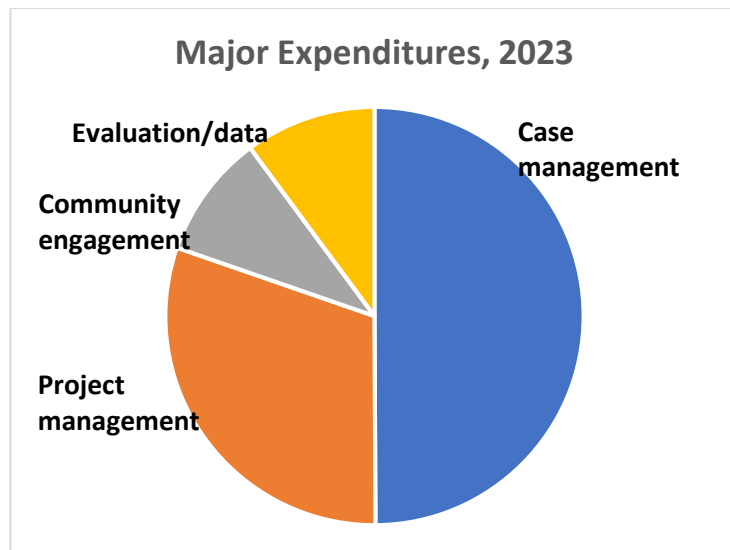
Notes:

*In-kind services include estimates of certain costs for the Albany Police Department and

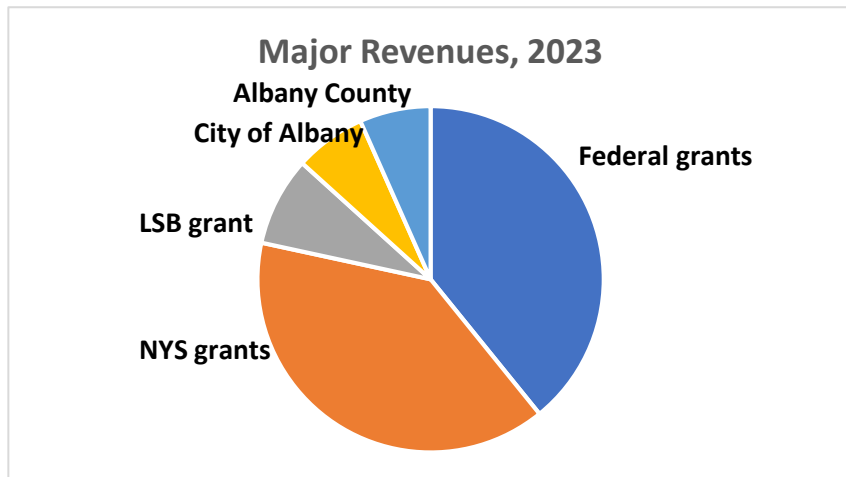
Albany County District Attorney's Office; figures on other unreimbursed costs are not currently available.

The 2022 COSSAP Grant totals \$1.26 million, of which \$308,000 is tentatively budgeted for expansion jurisdictions.

Case Management	443,933
Project Management	270,116
Community Engagement	85,055
Evaluation/Data Analysis	90,080



Federal grants	353,508
New York State grants	353,965
LEAD Support Bureau grant	75,000
City of Albany	60,000
Albany County	60,000



Albany LEAD/Albany County LEAD Uses of 2022 COSSAP Grant

<u>Function</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	3-Year Totals
Case Management (all jurisdictions)	42,139	191,542	197,214	430,895
Clinical Support Initiative, ACDMH	-	175,000	181,000	356,000
Evaluation and Research	80,000	83,000	83,000	246,000
Project Management (Cohoes-Watervliet)	42,750	53,426	55,029	151,205
Albany County Performance Reporting	10,080	10,382	10,694	31,156
Travel/Conferences	6,000	6,000	6,000	18,000
TOTAL	180,969	519,351	532,936	1,233,256

Note: Full value of 2022 COSSAP grant is \$1,260,648; allocation of remaining \$27,392 to be determined.

Albany LEAD/Albany County LEAD Uses of 2022 New York State Grant

<u>Function</u>	<u>2023</u>	
Case Management (Albany)	113,794	-
Project Management (Albany)	102,116	
Community Engagement (all jurisdictions)	75,055	
TOTAL	290,965	
<i>Remaining to be used in 2024:</i>	9,035	

Note: Albany County LEAD budget appears in separate document.

Albany LEAD Budget: Case Management

	2023	2024	2025
Expenses			
Personnel			
Case Manager salary	42,627	43,906	45,223
Case Manager salary	42,627	43,906	45,223
Case Manager salary	42,627	43,906	45,223
Case Manager salary	42,627	43,906	45,223
Case Manager salary (to be added during 2023)*	31,970	43,906	45,223
Case Manager salary (to be added during 2024)	-	44,346	45,676
Case Management supervisor (25%)**	9,846	10,142	10,446
Case Management data analyst (40%)	21,200	21,836	22,491
LEAD Coordinator salary	52,514	54,089	55,712
Program Director salary (5%)	3,061	3,152	3,247
Executive Director salary (15%)	12,000	12,360	12,731
<i>Total Salaries</i>	301,099	310,132	319,436
<i>Total Fringe Benefits @ 33%</i>	99,363	102,344	105,414
Total Personnel	400,462	467,798	481,832
OTPS			
Supplies/equipment	4,777	4,920	4,970
Phone/internet	3,491	3,596	3,632
Travel/training/AAA	10,106	10,409	10,513
Rent	6,800	7,004	7,074
Total OTPS	25,174	25,929	26,189
Agency Admin.	18,297	18,846	19,034
Total Expenses	443,933	512,573	527,055
Resources			
2020 COSSAP Grant	80,000	-	-
2022 COSSAP Grant***	42,139	114,486	117,920
2022 New York State Grant	113,794	-	-
LEAD Support Bureau Grant	75,000	-	-
City of Albany CDBG-CV Grant	60,000	-	-
Bridge Clinic Grant (LEAD Coordinator)	73,000	73,000	73,000
Total Resources	443,933	187,486	190,920
Gap (Total Expenses - Total Resources)	-	(325,088)	(336,135)

Notes on Expenses:

Staffing levels assume 25 clients per case manager. Increase in caseloads would require additional staffing. Additional case manager positions depend on overall client caseload.

* Fifth case manager and part-time case management supervisor positions are assumed to start in April 2023.

** 25% time case management supervisor position is shared with 25% time position in LEAD expansion jurisdictions, budgeted separately.

*** 2022 COSSAP grant resources support salaries for Case Management Supervisor and Data Analyst, plus 50% expected costs for fringe benefits and OTPS. Support for additional Case Manager begins in 2024.

Notes on Resources:

Bridge Clinic Grant is expected to be renewed annually.

Albany LEAD Budget: Project Management

	2023	2024	2025
Expenses			
<u>Personnel Expenses</u>			
Co-Project Manager salary	83,000	85,490	88,055
Co-Project Manager salary	83,000	85,490	88,055
<i>Total Salaries</i>	166,000	170,980	176,109
<i>Total Fringe Benefits</i>	49,800	51,294	52,833
Total Personnel	215,800	222,274	228,942
<u>NPS Expenses</u>			
20% Admin. (Equipment, supplies etc.)	43,160	44,455	45,788
Communications/social media	9,000	9,000	9,000
COSSAP conference	2,156	2,156	2,200
Total NPS	54,316	55,611	56,988
Total Expenses	270,116	277,885	285,931
Resources			
2020 COSSAP Grant	108,000	-	-
2022 COSSAP Grant	-	-	-
2022 New York State Grant	102,116	-	-
City of Albany support	-	-	-
Albany County support	60,000	-	-
Total Resources	270,116	-	-
Gap (Total Expenses - Total Resources)	-	(277,885)	(285,931)

Notes on Resources:

Project manager salary figures reflect 4% increase in 2023 per PDA and 3% annual increases thereafter.

Albany LEAD Budget: Clinical Support, Albany County Department of Mental Health

	2023	2024	2025
Expenses			
<u>Personnel Expenses</u>			
Clinical Social Worker	-	65,000	67,000
<i>Total Salaries</i>	-	65,000	67,000
<i>Total Fringe Benefits</i>	-	26,000	26,000
Total Personnel	-	91,000	93,000
<u>NPS Expenses</u>			
Contractual Psychiatric Services	-	84,000	88,000
Total NPS	-	84,000	88,000
Total Expenses	-	175,000	181,000
Resources			
2022 COSSAP Grant	-	175,000	181,000
Total Resources	-	175,000	181,000
Gap (Total Expenses - Total Resources)	-	-	-

Albany LEAD Budget: Community Engagement

	2023	2024	2025
Expenses			
<u>Personnel</u>			
Community Engagement Coordinator salary	60,000	61,800	63,654
<i>Total Salaries</i>	60,000	61,800	63,654
<i>Total Fringe Benefits @ 22%</i>	13,200	13,596	14,004
Total Personnel	73,200	75,396	77,658
<u>OTPS</u>			
Community Leadership Team expenses	4,500	4,635	4,774
Supplies/equipment	2,495	1,070	1,070
Travel	1,560	1,560	1,560
Rent	3,300	3,300	3,300
Total OTPS	11,855	10,565	10,704
Total Expenses	85,055	85,961	88,362
Resources			
2020 COSSAP Grant	20,000	-	-
2022 New York State Grant	65,055	-	-
Total Resources	85,055	-	-
Gap (Total Expenses - Total Resources)	-	(85,961)	(88,362)

Notes on Expenses:

Expenses for community engagement coordinator are estimates based on Center for Law and Justice experience and may be adjusted.

CLT expenses may include stipends, meeting costs e.g., child care, refreshments) and others.

Albany LEAD Budget: Albany Police Department

	2023	2024	2025
Expenses			
Overtime (900 hours per year)	48,763	50,226	51,733
Total LEAD Expenses	48,763	50,226	51,733
Resources			
2020 COSSAP Grant	13,289	-	-
Total Resources	13,289	-	-
Gap (Total Expenses - Total Resources)	(35,474)	(50,226)	(51,733)

Notes on Expenses:

Expenses not funded by COSSAP grant represent in-kind contributions by APD and the City of Albany. 2024 and 2025 figures reflect 3% annual increases.

Albany LEAD Budget: Albany County District Attorney's Office

	2023	2024	2025
Expenses			
LEAD-related personnel costs (partial)	47,247	47,247	47,247
Total LEAD Expenses	47,247	47,247	47,247
Resources			
Total Resources	-	-	-
Gap (Total Expenses - Total Resources)	47,247	47,247	47,247

Notes on Expenses:

Expenses represent in-kind contributions

by the Albany County District Attorney's office and Albany County.

Albany LEAD Budget: Albany County Performance Reporting

	2023	2024	2025
Expenses			
<u>Personnel</u>			
Data analyst 12%	7,200	7,416	7,638
<i>Total Salaries</i>	7,200	7,416	7,638
<i>Total Fringe Benefits @ 22%</i>	2,880	2,966	3,055
Total Personnel	10,080	10,382	10,694
Total Expenses	10,080	10,382	10,694
Resources			
2022 COSSAP Grant	10,080	10,382	10,694
Total Resources	10,080	10,382	10,694
Gap (Total Expenses - Total Resources)	-	-	-

Albany LEAD Budget: Evaluation

	2023	2024	2025
Expenses			
Evaluation - Dr. Udo/SUNY RF	80,000	83,000	83,000
Total LEAD Expenses	80,000	83,000	83,000
Resources			
2022 COSSAP Grant	80,000	83,000	83,000
Total Resources	80,000	83,000	83,000
Gap (Total Expenses - Total Resources)	-	-	-

Albany County Request for Contract Approval

Contract #	2023-1034
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	N) None
Department	A2960 - Service for Physically Handicapped Children
Date Submitted	Tuesday, May 02, 2023
Contact Person	McNelis, Scott
Contact Phone	() -518
Vendor Info	See Attached N/A, N/A, N/A N/A
Estimated Amount	\$53,800.00
Estimated Term	7/1/2023 to 6/30/2024
Scope of Services	Center Based Preschool Providers. The NYS Education Law (4410) requires Municipalities to provide an approved preschool special education program for children ages 3 to 5 who have been determined by the Board of Educ. to having a disabling condition. Albany County contracts with service providers who have been approved by the BOE as having an appropriate structured program capable of offering preschool education services to children with disabilities. Contract dollar amounts vary for each provider.
Budget Line Item	AA2960 - 44252 - - -
Fiscal Impact	County: 40.50% State: 59.50% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DIVISION FOR CHILDREN WITH SPECIAL NEEDS
112 STATE STREET - SUITE 300
ALBANY, NEW YORK 12207
(518) 447-4820 - FAX (518) 447-5686

DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

TO: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

FROM: Scott McNelis
Contract Administrator

RE: Contract Requests - Center Based Pre-School Providers

DATE: May 8, 2023

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contracts for Center Based Pre-School Providers to provide an approved preschool special education program for children age 3 to 5 who have been determined by the Board of Ed to have a disabling condition. Albany County contracts with service providers who have been approved by the Board of Education as having an appropriate, structured program capable of offering preschool education to children with disabilities.

Municipalities contract with private service providers. Rates are set by the State. The requested contract term is for July 1, 2023 – June 30, 2024.

Please call me at 447-7306 if you have any questions.

Albany County Request for Contract Approval

Contract #	2023-1035
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	N) None
Department	A2960 - Service for Physically Handicapped Children
Date Submitted	Tuesday, May 02, 2023
Contact Person	McNelis, Scott
Contact Phone	() -518
Vendor Info	See Attached N/A, N/A, N/A N/A
Estimated Amount	\$79,000.00
Estimated Term	7/1/2023 to 6/30/2024
Scope of Services	Mandated Related Services to meet the physical and educational needs of children ages 3 to 5 with disabilities. The Individualized Education Programs of many special education children prescribe instruction by Special Education Itinerant Teachers, as well as Related Services, such as Speech Pathology, Physical or Occupational therapies, to help the children attain their educational goals. Contract dollar amounts vary for each provider
Budget Line Item	AA2960 - 44252 - - -
Fiscal Impact	County: 40.50% State: 59.50% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DIVISION FOR CHILDREN WITH SPECIAL NEEDS
112 STATE STREET - SUITE 300
ALBANY, NEW YORK 12207
(518) 447-4820 - FAX (518) 447-5686

DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

TO: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

FROM: Scott McNelis
Contract Administrator

RE: Contract Requests – Related Services Providers

DATE: May 8, 2023

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contracts for Mandated Related Services to meet the physical and educational needs of children ages 3 to 5 with disabilities. The Individualized Education Programs (IEP's) of many special education children prescribe instruction by Special Education Itinerant Teachers, as well as Related Services, such as Speech Pathology, Physical or Occupational therapies, to help the children attain their educational goals.

Municipalities contract with private service providers. Rates are set by the State. The requested contract term is for July 1, 2023 – June 30, 2024.

Please call me at 447-7306 if you have any questions.

Enclosure

Related Service	Providers	CAB Requests	07/01/2023-	6/30/2024
PROVIDER	ADDRESS	DISCIPLINE	PAYMENTS 01/01/22 - 12/31/22	CONTRACT REQUEST 7/01/23 - 6/30/24
Cathryn Abbey	12 Darnley Greene Delmar, NY 12054	Speech Language Pathology	\$43,285.00	\$45,449.25
Access Therapy Group	515 Moe Road Clifton Park 12065	OT, PT, Psychology, Speech	\$44,165.00	\$46,373.25
Marisa Bryant	53 Middlesex Drive Slingerlands, NY 12159	Speech Language Pathology	\$42,185.00	\$44,294.25
Camille Bushell	631 Salvia Lane Schenectady, NY 12303	Speech Language Pathology	\$59,620.00	\$62,601.00
Capital District Beginnings	597 Third Ave Troy, NY 12182	OT, PT, Psychology, Speech	\$27,244.00	\$28,606.20
Circle of Friends	14379 Route 9W Ravena, NY 12143	OT, PT, Psychology, Speech	\$75,240.00	\$79,002.00
Barbara Collins	208 Delaware Avenue Delmar NY 12054	Occupational Therapy	\$29,590.00	\$31,069.50
Sara Coons	419 Vischer Ferry Road, Clifton Park NY 12065	Speech Language Pathology	\$33,220.00	\$34,881.00
Early Childhood Education Center	230 Washington Ave Ext Albany, NY 12203	OT, PT, Psychology, Speech, Social Worker	\$31,625.00	\$33,206.25
Heidi Gray	28 Hancock Drive, Glenmont NY 12077	Occupational Therapy	\$25,685.00	\$26,969.25
Kristine Griffin	17 Outlook Drive South, Mechanicville NY 12118	Speech Language Pathology	\$36,025.00	\$37,826.25
Catherine Kunz	749 Sixth Avenue Troy NY 12182	Speech Language Pathology	\$34,760.00	\$36,498.00
Amy Leonard	26 Normanside Drive Albany, NY 12208	Occupational Therapy	\$29,490.00	\$30,964.50
Kathleen Megahey dba Reaching New Heights	53 Brookhaven Lane Glenmont NY 12077	Speech Language Pathology	\$28,875.00	\$30,318.75
Julie Murphy	29 Little Drive Ballston Spa NY 12020	Speech Language Pathology	\$61,105.00	\$64,160.25
Amie Murray-Thomson	504 Legion Drive Schenectady, NY 12303	Speech Language Pathology	\$29,040.00	\$30,492.00
Michelle Nash dba Dragonfly and Owl LLC	3 Dale Street Latham NY 12110	Occupational Therapy	\$25,465.00	\$26,738.25
Anna Patka	2 Glenwood Street Albany, NY 12203	Speech Language Pathology	\$53,790.00	\$56,479.50
Sarah Rosa	109 Pheasant Walk Schenectady NY 12303	Speech Language Pathology	\$44,440.00	\$46,662.00
Christine Roylance	11 Sandalwood Drive Loudonville, NY 12211	Occupational Therapy	\$31,240.00	\$32,802.00
Lori Hart-Ryan	108 Seneca Street Troy, NY 12180	Physical Therapy	\$23,760.00	\$24,948.00
Denise Senick - Pirri	14 Ridgefield Way Watervliet NY 12189	Speech Language Pathology	\$66,495.00	\$69,819.75
Carolyn Turner	232 Walnut Ln Slingerlands, NY 12159	Speech Language Pathology	\$70,595.00	\$74,124.75
A Child's Place @ Unity House	435 Fourth Street Troy NY 12180	OT, PT, Psych, Speech Language Pathology	\$43,021.00	\$45,172.05
Whispering Pines Preschool	2841 Thousand Acre Rd Delanson, NY 12053	OT, PT, Speech Language Pathology	\$20,845.00	\$21,887.25

Albany County Request for Contract Approval

Contract #	2023-1030
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A1355 - Real Property
Date Submitted	Thursday, April 27, 2023
Contact Person	McGuire, Michael
Contact Phone	1 (518) 487-5292
Vendor Info	Systems Development Group, Inc 8140 State Route 12, Barneveld, NY 13304
Estimated Amount	\$45,000.00
Estimated Term	7/17/2023 to 7/17/2026
Scope of Services	Systems Development Group Inc. will be designing an Image Mate Online website which will provide public access to real property related assessment information for all properties located within Albany County.
Budget Line Item	AA1355 - 44046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
REAL PROPERTY TAX SERVICE AGENCY
112 STATE STREET, ROOM 1340
ALBANY, NEW YORK 12207
PHONE: (518) 487-5291 FAX: (518) 447-2503
www.albanycounty.com

MICHAEL McGUIRE
DIRECTOR

April 27, 2023

Hon. Daniel P. McCoy
County Executive
112 State Street – Room 1200
Albany, NY 12207

Hon. Andrew C. Joyce
Chairman
Albany County Legislature
112 State Street - Suite 710
Albany, NY 12207

Hon. Bruce A. Hidley
County Clerk
16 Eagle Street – Room 128
Albany, NY 12207

Re: RFP #2023-005 Web Based System for Assessment Data and Real Property Information

Messrs. McCoy, Joyce & Hidley,

The Real Property Tax Service Agency (RPTSA) is requesting authorization to award the above subject contract to System Development Group Inc., for a total not to exceed amount of \$45,000 for a contract term of three years which is scheduled to run from July 17, 2023 through July 18, 2026. This contract will allow for the creation of an Albany County web based service that will allow the public to retrieve, display, and review comprehensive assessment and real property related information. RPTSA is committed to transparency and aims to provide the public with access to all available assessment and taxation related information. It is our estimate that the web based system for assessment data will have over 100,000 visits per year.

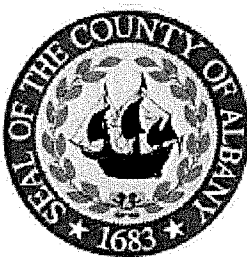
Two bids were received in response to the RFP. Systems Development Group Inc. was determined to be the highest scoring bidding. Systems Development Group Inc. has a long history of success throughout New York State. Supporting documentation has been attached.

Please call with any questions related to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael McGuire", with a long horizontal flourish extending to the right.

Michael McGuire, IAO, CCD
Director of Real Property Tax Service Agency




DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
REAL PROPERTY TAX SERVICE AGENCY
112 SATE STREET, ROOM 1340
ALBANY, NEW YORK 12207
OFFICE: (518) 487-5291
FAX: (518) 447-2503
www.albanycounty.com

MICHAEL McGUIRE
DIRECTOR

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent

From: Michael McGuire, Director 

Date: April 25, 2023

Re: RFP #2023-005 Web Based System for Assessment Data and Real Property Information

Overview and Review Criteria:

The Albany County Real Property Tax Service Agency requested proposals for an interactive web based interface to share detailed municipal assessment data and property tax data for all municipalities within Albany County. Our objective is to provide assessment related data to the public in a cost effective and easily accessible manor. The interface must be easily updated, compatible with data from current and future versions of NYS RPS software, and allow for property owners to submit requests for corrections to parcel level data errors.

The RFP was released on February 2, 2023. The initial response deadline was February 17, 2023 but was late extended to March 10, 2023. Proposals were reviewed using the official Albany County RFP rating scale.

Evaluation of Responses:

Systems Development Group, Inc

Systems Development Group, Inc. (SDG) submitted a response to the RFP. The SDG proposal scored a 5 out of 5. SDG has a demonstrated history of success in providing a cost effective product that has been utilized throughout New York State. The SDG's proposed scope of services included all Objective and Technical Requirements outline in the RFP. The total proposed cost was less than that of Colliers Engineering & Design.

RFP #2023-005 : Web-Based System for Assessment Data and Real Property

Proposal Rating Worksheet

Proposer: Systems Development Group, Inc.

	Weight	Reviewer 1		Reviewer 2	
		Rate	Score	Rate	Score
Total Proposed cost	40%	5	2	5	2
Ability to carry out the proposed scope of services	20%	5	1	5	1
Prior Experience (Providing Services to Other Organizations for Similar projects)	15%	5	0.75	5	0.75
Professional qualifications	15%	5	0.75	5	0.75
References (includes applicable and relevant past work with other organizations)	10%	5	0.5	5	0.5
TOTALS:			5	5	

Colliers Engineering & Design

Colliers Engineering & Design submitted a response to the RFP. The Colliers Engineering & Design proposal scored a 3.8 out of 5. Colliers Engineering & Design has a demonstrated history of success and offers a product that can satisfactory meet most of the requirements set forth in the Objective and Technical Requirements outlined in the RFP. However, the Colliers Engineering & Design proposal did not include the following items; Tax Billing Payment History (4.2 B), Compatibility with future RPS Software (4.2 C), Inclusion of Web Hosting Services (4.2 E), and Comparable Property Information (4.2 I). The cost of the Colliers Engineering & Design proposal was significantly more than that of the SDG proposal. Due to the increased cost and the omission of items included in the Objects and Technical Requirements Colliers Engineering & Design scored 3 out of 5 in the Total Proposed Cost and the Ability to Carry Out the Proposed Scope of Services categories.

RFP #2023-005 : Web-Based System for Assessment Data and Real Property

Proposal Rating Worksheet

Proposer: Colliers Engineering & Design

	Weight	Reviewer 1		Reviewer 2	
		Rate	Score	Rate	Score
Total Proposed cost	40%	3	1.2	3	1.2
Ability to carry out the proposed scope of services	20%	3	0.6	3	0.6
Prior Experience (Providing Services to Other Organizations for Similar projects)	15%	5	0.75	5	0.75
Professional qualifications	15%	5	0.75	5	0.75

References (includes applicable and relevant past work with other organizations)	10%	5	0.5	5	0.5
TOTALS:			3.8		3.8

RFP Proposal Selection:

Based upon the review of the two RFP responses received we are recommending that the SDG proposal be selected and advanced to the Contract Advisory Board for approval.



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

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Michael McGuire
Director of Real Property Tax Service Agency

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: April 27, 2023

RE: RFP#2023-005, Web Based System for Assessment Data and Real Property
Records

I am in receipt of your recommendation to award the aforementioned to Systems Development Group, Inc in the amount of \$45,000.00.

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 Systems Development Group, Inc.

Please obtain the necessary contract approval of the Contract Administration Board so that we may issue a Notice of Award.

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY REAL PROPERTY



RFP#2023-005

WEB BASED SYSTEM FOR ASSESSMENT DATA AND REAL PROPERTY

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
PAMELA O NEILL, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

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 Background Information

The Albany County Real Property Tax Service Agency (RPTSA) is committed to transparency and aims to provide the public with access to assessment information for all parcels within the County. To achieve this goal RPTSA is seeking proposals for the implementation of an interactive web based interface. The use of an interactive web based interface to share detailed municipal assessment data and property tax data is integral to goal.

The interface must contain data for all Towns and Cities within Albany County. RPTSA recognizes that the public would be better served if detailed assessment and property tax data was available through a centralized web based interface. At present the public must visit multiple County, Municipal and School District website, contact multiple offices, and in some cases travel to different locations to collect assessment and property tax data.

The preferred solution would be a robust web based interface capable of displaying detailed assessment data and publically available real property related information. The interface must extract data from RPSV-4 and display detailed assessment data, property tax payment history, pictures of buildings/structures where available, a hyperlink at the parcel level to current Albany County Tax Maps, and a hyperlink at the parcel level to the Albany County Interactive Mapping website. The interface must display the data in an easily readable, understandable, and searchable format. The interface must allow for the public to search for assessment and sale data. The website must be ADA 508 compliant for the visually impaired.

4.2 Objectives and Technical Requirements – Scope of Work

The proposed project includes, but is not limited to:

- a. The amalgamation of municipal assessment data for 13 Albany County municipalities into one web based interface capable of displaying detailed assessment data and publically available real property related information;
- b. The annual update of the interface with the following data: Tentative Assessment Roll data, Final Assessment Roll data, new and updated images, tax maps, a hyperlink to the Albany County Interactive Mapping website, current and previous

- year property and school tax billing and payment history, and other assessment related data as needed;
- c. The interface must be compatible with NYS RPS Version 4 and future versions of NYS RPS software;
 - d. The interface should contain at minimum the following assessment related information from the RPS database; site, land, buildings, improvement, assessment including taxable value, exemption, deed history, special districts, school district, sales data;
 - e. Web hosting services of the interface should be included;
 - f. The interface should display current Tentative and Final Assessment Rolls for each municipality;
 - g. The interface should allow for property owners to submit online requests for corrections to parcel level inventory data entries;
 - h. Direct hyperlink access to the interface on the County and local municipal websites must be available;
 - i. The interface should allow for property owners to generate, display, print and download comparable property sales information;
 - j. Unlimited public user queries of the interface;
 - k. Troubleshooting of all problems as they arise.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be **for a period of three (3) years.**
- 5.2 At the end of the initial three (3) 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
- 6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.
- 6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

SECTION I Title Page/Table of Contents

Albany County

**WEB BASED SYSTEM FOR ASSESSMENT DATA
AND REAL PROPERTY INFORMATION**

Proposal

Prepared by:



*John F. Kelly, President
8140 State Route 12
Barneveld, New York 13304
(315) 525-1063*

March 2023

Section IV Plan Implementation

Scope of Services

SDG Image Mate Online, which includes:

3 Years Hosting with unlimited public access

Coordinating the regular amalgamation of Albany County's 13 RPS V4 data and image included

The IMO interface includes, but is not limited to, the display of: Assessment, Ownership, Inventory, Improvement, Building, Land, Site, Taxable Value, Exemption, Deed History, Special and School District. All information derived from RPS.

Display of Tentative and Final tax rolls by municipality

Hyperlink access to IMO from County and municipal websites

IMO Feedback page to allow property owner requests for corrections to parcel level inventory data discrepancies including wrong photos

Integrated IMO support for images, tax maps

Integration support for direct links between IMO and the Albany County Interactive Mapping Site

Display of current and previous year tax billing and payment information

Migration support for the next generation DTF provided Real Property System

Future links to Eagleview or NearMap oblique aerial imagery if the County moves in that direction

IMO Assessment and Sales Analysis Program (ASAP) Comparable Search support

PDF tax map support

Onsite and Remote Support for the life of the contract

Direct IMO link to county GIS web services

Section V Cost Proposal

SDG Image Mate Online

Installation, Configuration, Licensing and Testing and Hosting

Includes the following IMO options:

- Property Owner Feedback Page
- GIS Integration
- PDF Tax Bill display
- PDF Tax Map display and printing
- ASAP Comparable Search application

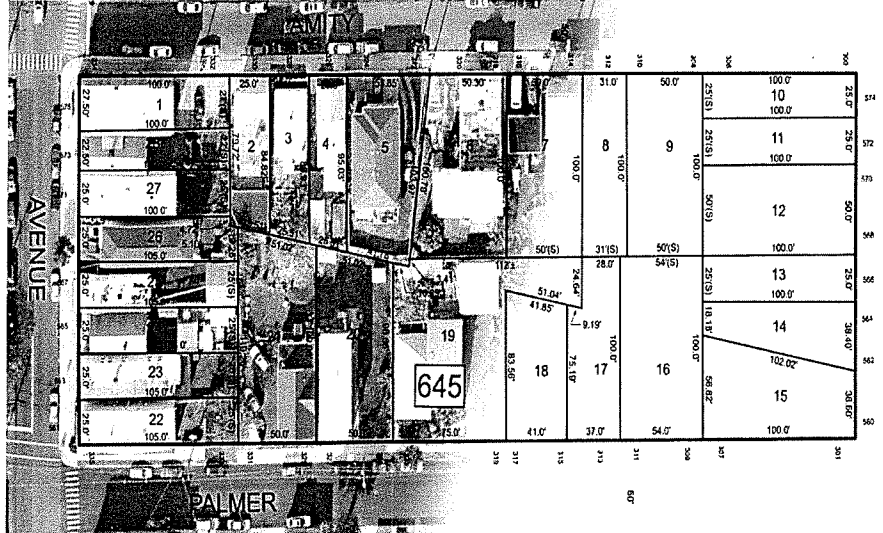
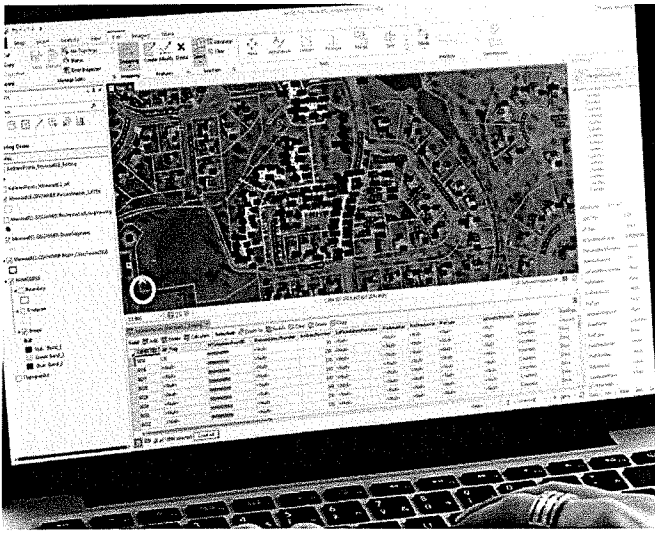
\$15,000.00/year 1

Year 2 and 3 pricing including Licensing, Support and Hosting

\$15,000/per year

Licensing, Support and Hosting for minimum 2 subsequent years

\$12,500/per year

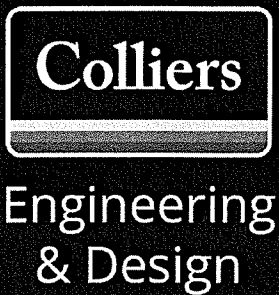
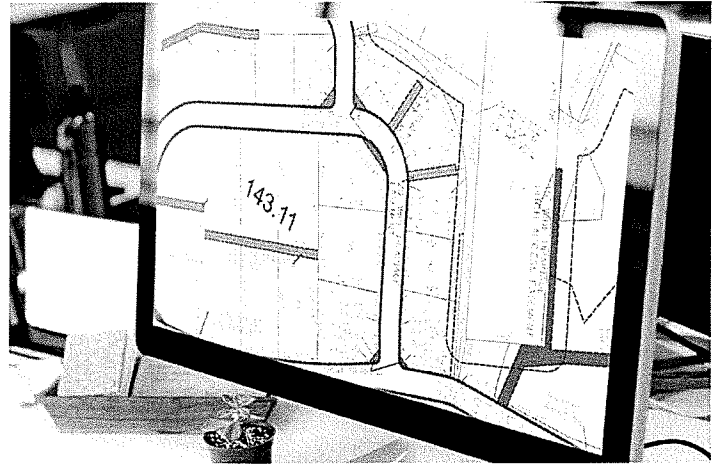


LOCATION: 210 W 5Th St, Jamestown SBL (NEW): 387.32-1-28
(OLD): 404-2-8

- PROPERTY
- PHYSICAL
- CURRENT TAXES
- LATEST OWNER
- COMMERCIAL
- HISTORICAL
- IMPROVEMENTS
- EXEMPTIONS
- PHOTO
- MAP
- COMPARABLE SALES
- COMPARABLE ASSESSMENTS

PROPERTY INFORMATION

Owner Name	Romeo Rental, LLC	Neighborhood Code	202
Total Assessed Value (93.20% Market)	\$65,000	School District Code	060800
Full Market Value	\$69,742	SWIS Code	060800
Land Value	\$1,500	Parcel Status	ACTIVE
Property Type	483 - Converted Res	County Taxable	\$65,000
Lot Size	Acres: 0, Front:60, Depth:100	Town Taxable	\$65,000
Mailing Address 1	842 Hunt Rd	School Taxable	\$65,000
Mailing Address 2		Village Taxable	\$0
Mailing City, State	Lakewood, NY	Tax Code	
Mailing ZIP Code	14750	Bank Code	
Description #1	403306	Deed Book	2020
Description #2		Deed Page	7302
Description #3	404-2-8	Year Built	



Prepared For
The County of Albany

RFP #2023-005

Web Based System for Assessment Data and Real Property

3/10/23
Proposal No. 23003648P
18 Computer Drive East, Suite 203, Albany, NY 12205

Background

The Albany County Real Property Tax Service Agency (RPTSA) would like to implement a public facing, interactive, web-based interface to provide the public with access to assessment information for all parcels within the County. The RPTSA would like to share detailed municipal assessment data and property tax data for all Towns and Cities within Albany County through a centralized web-based interface to better serve the public. This will alleviate the process that their constituents currently must utilize to track down the information from various web sources and multiple physical locations.

The preferred solution consists of a robust website that displays detailed assessment data and real property information extracted from the RPSV-4 database. The interface must display the data in an easily readable, understandable, and searchable format. The website must also include a user input form for public requests. In addition, the website must be ADA 508 compliant for the visually impaired.

Scope of Services

Data Gathering, Analysis, & Database Design / RPSv4 Data Integration

One of our first tasks for this project will be gathering the data and analyzing it to determine the best workflow for integrating it into the custom web solution. Our GIS team will meet with RPTSA staff to get the details about where all the data is located and how it is stored currently in their respective databases. Once we perform the data investigation, we will develop a comprehensive database design and establish where we will bring all the data together. Parcel data will need to be obtained from each municipality. The parcel layers will be compiled into one feature class, taking into consideration the varying data schemas from the 13 municipalities.

Our initial meetings will also include discussion on exactly what data is to be extracted from each of the 13 municipalities RPSv4 Sybase 12 databases. In general, we know that we will be extracting real property information that can be publicly displayed and detailed assessment data, but we will need to drill down to specifics. Some of the information we will incorporate includes site, land, buildings, photographs, improvements, assessment including taxable value, exemptions, deed history, special districts, school district, sales data, property and school tax billing and payment history, as requested in the RFP. Our GIS and RPTSA teams can also explore additional information to include if feasible.

We are anticipating some of this data will be able to be joined directly into the parcel attributes, adding the necessary fields to the parcel schema to update with the RPSv4 data. Other data we expect to be stored in separate related tables where suitable. The data we foresee being stored in related tables includes information on improvements, deed history, sales, and the tax billing and payment history, as these data sets will have multiple records per parcel.

Our development team will create custom data extraction and integration tools to merge the RPSv4 data with the GIS parcels and related tables. The location and type of database where the parcels and tables will

Plan Implementation

reside will be determined after discussions with the RPTSA team. Once the data design and workflow are in place, we will determine together how often the process needs to run to keep the data current.

We understand that both the current and final assessment rolls are to be displayed on the web interface. To display both, we are anticipating the web site to reference two different parcel layers, one for the current working assessment data and one for the final roll. There will be a different data workflow process for updating final roll and current assessment data. We will work with the RPTSA team to determine the best method for obtaining the final assessment rolls and the timing of when we would obtain the final rolls from each municipality. This will require coordination with the RPTSA team and the municipalities.

Custom Web Application Development

The web-based system for assessment data and real property web application will consist of three main pages: the search tool and search results page, the property details page, and the parcel corrections request page/form. All pages will use similar styling and design to ensure a consistent use interface for all pages.

The web application will include a search tool that will allow users to query for properties based on address information, parcel id, municipality, and owner information. The search will result in a list of all properties that meet the search criteria. Search results will display the property address and other identifying features. Search results will be sortable. Clicking a search result will take the user to the property details page.

The property details page will be organized into multiple sections. The multiple sections may include general property information, building information, current owner, historical sales, tax information, commercial attributes (if a commercial property), improvement history, property photos, parcel map, comparable sales, and comparable assessments. Additional property information may also include exemptions, deed history, special districts, and school districts. The information will be presented in an easy-to-read grid layout. An example of a possible layout is show in the screenshot below.

PROPERTY INFORMATION

Owner Name	Lynn Dev, LLC	Neighborhood Code	202
Total Assessed Value (93.20% Market)	\$1,765,000	School District Code	060800
Full Market Value	\$1,893,777	SWIS Code	060800
Land Value	\$127,000	Parcel Status	ACTIVE
Property Type	480 - Mult-use bld	County Taxable	\$1,349,000
Lot Size	Acres: 0, Front:316, Depth:195	Town Taxable	\$1,349,000
Mailing Address 1		School Taxable	\$1,349,000
Mailing Address 2		Village Taxable	\$0
Mailing City, State	Jamestown, NY	Tax Code	
Mailing ZIP Code	14702	Bank Code	
Description #1	4041100a	Deed Book	2019
Description #2	Post Office	Deed Page	34076
Description #3	406-6-1	Year Built	-
Roll Year	2021	Last Sale Date	6/27/2019

The property details page will have multiple links to other municipal websites. Links will be dynamically created based upon the property being viewed. The links will be to other informational pages such county tax map PDF documents and the Albany County interactive mapping website.

This web page will also be linkable based on a property id. Other websites and applications can have links to direct properties by supplying a property id parameter. The link will allow users to view property details for specific properties using the link, without having to search for a property manually on the property information web page. The property id will be supplied as a parameter included in the property details url and the parameter may be formatted as propertyid=14200000010250120000. An example where users could link directly to the detailed property information web page would be from the parcel pop-up in the parcel mapping application. A link would be configured in the parcel application to take the user directly to the property information page for the parcel they clicked on in the map.

The web application will be viewable on multiple screen sizes including desktop computers, tablets, and mobile devices. The property information will be formatted for users to create well designed printouts of property details and export as PDF reports.

The custom web application will also have a parcel corrections request page. Users will be able to submit online requests for review by the appropriate municipality personnel. The property information page can include a button that takes the user to a request form web page to submit a correction request of their

Plan Implementation

parcel data. Our team will meet with RPTSA to determine the level of detail and input required on the form. Parcel information can be pulled over to populate fields on the request form, such as parcel id, address, municipality, owner name, so the user does not need to input manually. When the user submits the request form, the request will be stored as a record in a table. Our developer team will configure scripts that run on a schedule to monitor this table for new request submissions and send an email notification to the email account associated with the municipality where the parcel is located. The email will include all the details that were input on the request form. We anticipate there will be a need for a separate lookup table that will store the email addresses associated with each municipality.

Our team will build the application using ASP.NET, HTML5, JavaScript, and the Bootstrap 5 framework. It will call web services and map services to retrieve property details and parcel boundaries. The web application will be fully responsive and accessible by multiple device types and will be viewable in multiple web browsers such as Chrome, Edge, Firefox, Safari, as well as other modern browsers.

The website will mainly contain text and will be usable by screen readers. Special attention will be paid to the color contrast of text and will follow the ADA 508 guidelines. Brief descriptions of house pictures and plans will be used as the alternate text for those items. Besides designing the website for ADA 508 compliance from the start, the website will be tested for compatibility using several online tools such as TPGi Colour Contrast Analyser (CCA), HTML_CodeSniffer, and Microsoft's Accessibility Insights.

As the custom web application comes together, we will be in close communication with the RPTSA team to make sure the application is meeting expectations. We can take this time to review the application with the team and troubleshoot any issues that may arise.

Web Hosting

We propose Albany County host the web application in their existing server environment. Our GIS team will work closely with the County IT department to configure this web application in IIS on their web server. Our GIS team has the experience and knowledge required to set up web security/https in IIS, setting up SSL Certificates in close collaboration with IT staff. IT staff will often have to purchase a security certificate from a Certificate Authority (CA) and our team will apply the certificate in IIS and assign a port number to enable https on the websites. If this application will be hosted on an existing County web server, the security certificate should already be in place.

Our GIS team will need to work with Albany County IT to determine their preferred method for standing up the web application.

Troubleshooting Support & Documentation

Our team will be working closely with RPTSA to review and test the application before final delivery. We will troubleshoot issues arising related the proper functionality of the website as needed.

We will provide organized documentation that contains technical information related to all aspects of creating the web application. This will include information on data sources and workflows, names of servers and databases, users/passwords (if any), map/web services, GIS scripts, and windows tasks. The documentation will also include information describing the capabilities, web server set up, and

configuration of the application itself. This will be an easy-to-use reference for information about the entirety of the application and its supporting resources.

Deliverables

- 1) Compiled parcel feature class with parcels from all 13 municipalities
- 2) Database of information extracted from RPSv4
- 3) RPSv4 Data Extraction Tool
- 4) Public-facing custom web application for assessment data and real property
- 5) Technical documentation on data workflows and web application capabilities

Assumptions

- 1) Our GIS team will have access to parcels and RPSv4 data from all municipalities. The County is to coordinate with the municipalities to have the data accessible to our team on County servers.
- 2) Access to the required County servers to host the custom web application and database.

Cost Proposal

This project will be conducted on a fixed-cost, lump sum fee not-to-exceed **\$115,440**. The project will be invoiced based on percent completion of critical milestones. Reimbursable expenses for this project are included in the total.

	Suzanne Zitzman, GISP	Maria Dolce, GISP	Carol Zollweg, GISP	David Burgoon	Rob Kriskowski / Gabrielle Buck	Hours per Task	Subtotal per Task
	Discipline Leader	Project Manager / GIS Enterprise Administrator	Senior Software Developer	Senior GIS Developer / Analyst	GIS Specialist		
Task 1: Data Gathering, Analysis, Database Design, & Workflow Processes	16	24	40	0	80	160	\$23,960
Task 2: RPSv4 Data Integration Tools	16	24	120	0	0	160	\$27,960
Task 3: Custom Web Application Development & Public Request Web Form and Email Notification	24	40	0	200	0	264	\$44,120
Task 4: Documentation & Troubleshooting	8	8	40	40	8	104	\$17,400
Subtotal of Hours per Team Member	64	96	200	240	88		
Average Hourly Rates for Team Members	\$180	\$170	\$175	\$165	\$125		
Fee Subtotal per Team Member	\$11,520	\$16,320	\$35,000	\$39,600	\$11,000		
						TASKS SUBTOTAL	\$113,440
						<i>Expenses (mileage, meals, printing, etc.)</i>	\$2,000
						TOTAL	\$115,440

Albany County Request for Contract Approval

Contract #	2023-1033
Contract Type	B) CAB Contract
Contract Action	B) Amendment
Contract Action Type	N) None
Department	A1340 - Management & Budget
Date Submitted	Monday, May 01, 2023
Contact Person	Herbert, Christopher
Contact Phone	1 (518) 447-7046
Vendor Info	Helgerson Solutions Group 150 State Street, Albany, New York 12207
Estimated Amount	\$74,500.00
Estimated Term	4/1/2022 to 8/31/2023
Scope of Services	This is a contract date extension amendment to the original contract. The scope has not changed and is: "HSG will complete a comprehensive assessment of current data infrastructure and protocols of Albany County Human Service departments. Under this contract, Helgerson Solutions will provide in depth analysis and co-design with Albany County leadership a "single source of truth", which is a singular identification system to enhance our vision of a seamless, integrated system and coordinated approach to receiving county services."
Budget Line Item	AA6070 - 44046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207
PHONE: (518) 447-5525 FAX: (518) 447-5589
www.albanycounty.com

M. DAVID REILLY, JR
COMMISSIONER

PATRICK ALDERSON
DEPUTY COMMISSIONER

Hon. Daniel P. McCoy
Albany County Executive
112 State Street, Room 1200
Albany, New York 12207

Hon. Bruce A. Hidley
Albany County Clerk
16 Eagle Street, Room 128
Albany, New York 12207

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear County Executive McCoy, Clerk Hidley, and Chairman Joyce:

On behalf of the Department of Management & Budget, I am requesting authorization to amend the current contract with Helgerson Solutions Group (HSG) to extend the contract completion date from 5/31/2023 to 8/31/2023. The scope of this contract will remain the same, which is: HSG will complete a comprehensive assessment of current data infrastructure and protocols of Albany County Human Service departments and will provide in-depth analysis and co-design with Albany County leadership a “single source of truth”, which is a singular identification system to enhance our vision of a seamless, integrated system and coordinated approach to receiving county services.

The contract is for an amount not to exceed \$75,000.

Please don't hesitate to contact me with any questions.

Yours Truly,

Christopher Herbert
Performance Manager / Data Analytics Coordinator
Albany County Department of Management & Budget

PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND HELGERSON SOLUTIONS GROUP

Contract No. 2022-102

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation organized under the laws of the State of New York, acting by and through its County Executive, with a principal office at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter, the "County"), and Helgerson Solutions Group, with a principal address located at 150 State Street, Albany, New York 12207 (hereinafter, the "Consultant," the County and the Consultant may be referred to individually as a "[P]arty" and together as the "[P]arties").

WITNESSETH:

WHEREAS, the County has a need for a comprehensive assessment of current data infrastructure and protocols of Albany County Human Service departments, said request having been denominated RFP #2021—139, and having been issued by the Albany County Purchasing Division (hereinafter called the "Purchasing Division") on December 12, 2021 and published on December 16, 2021 (hereinafter called the "RFP"); and

WHEREAS, the Purchasing Division has issued one (1) addendum to the RFP on January 10, 2022 (hereinafter called the "Addendum"); and

WHEREAS, in response thereto, Consultant has submitted a proposal on January 28, 2022 (hereinafter called the "Proposal"); and

WHEREAS, the County has accepted the Proposal of the Consultant to provide the aforesaid services; and

WHEREAS, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned supplies, and to execute a fully-integrated agreement with respect thereto;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the Addendum, which is incorporated herein and made a part hereof in its entirety by reference; the RFP, which

is incorporated herein and made a part hereof in its entirety by reference; and the Proposal, which is incorporated herein and made a part hereof in its entirety by reference (collectively called "the Agreement" hereinafter).

- 1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement; 2) the Addendum; 3) the RFP; 4) the Proposal.

ARTICLE 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

The Consultant shall provide comprehensive assessment of current data infrastructure and protocols of Albany County Human Service departments for the Albany County. The Services the Consultant shall provide include those described in the RFP at SECTION 4: SCOPE OF SERVICES, pages RFP3 through RFP4, along with the Plan Implementation described in the Proposal at Section IV – Plan Implementation, pages 21 through 25.

ARTICLE 3. COMPENSATION

In consideration of the terms and obligations contained in this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed SEVENTY-FOUR THOUSAND, FIVE HUNDRED AND 00/100 (\$74,500.00) DOLLARS (US CURRENCY) for all services performed under this Agreement.

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County upon the Consultant's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the County, and acceptance by the County of the Claim Form.

ARTICLE 5. TERM OF THE AGREEMENT

This Agreement shall commence on April 1, 2022 and continue in effect until October 31, 2022.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

- 6.1 This Agreement may be terminated by the County or the Consultant as follows:
 - 6.1.1 The County may terminate this Agreement if the Consultant refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Consultant fails to make payment to County-approved

subcontractors for materials or labor, or disregards laws, ordinances, or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Consultant may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Consultant, the Consultant 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 Consultant to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute Consultant.

ARTICLE 7. ASSIGNMENT

7.1 The Consultant specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Consultant's right, title, or interest therein, without the prior written consent of the County.

7.2 The Consultant shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Consultant shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Consultant shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Consultant to the end that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions,

the Consultant agrees that neither it nor any of its County approved sub-consultants shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Consultant is, and shall function as, an independent consultant under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Consultant shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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 Consultant 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.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

Proper and full accounting records shall be maintained by the Consultant which records shall clearly identify the costs of the services/work performed. The records shall be subject to periodic and final audit by the County upon request. Such records shall be accessible to the County for a period of six (6) years following the date of final payment.

ARTICLE 16. INSURANCE

- 16.1 The Consultant shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon 30 days prior written approval by the County.
- 16.2 The Consultant shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Consultant shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Consultant has delivered the Certificates of Insurance to the County. Upon failure of the Consultant to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.
- 16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Consultant shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Consultant.

ARTICLE 18. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 19. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 20. HEADINGS - CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Consultant hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Consultant 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 its 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 Consultant in default and/or seeking debarment or suspension of the Consultant.

ARTICLE 23. EXTRA SERVICES/WORK

If the Consultant is of the opinion that any services/work it has been directed to perform is beyond the scope of this Agreement and constitutes extra services/work, the Consultant shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such services/work is in fact beyond the scope of this Agreement and whether or not it constitutes extra services/work. In the event the County determines such services/work does constitute extra services/work, it shall provide extra compensation to the Consultant on a negotiated basis.

ARTICLE 24. IRANIAN ENERGY SECTOR DIVESTMENT

The Consultant hereby represents that said consultant is in compliance with N.Y. GEN. MUN. LAW § 103-g entitled "Iranian Energy Sector Divestment," in that said consultant 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 45 days or more, if that person's intent was to use the credit to

provide goods or services in the energy sector in Iran.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM

- 25.1 The Consultant understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned permit. Proposer further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Consultant agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Consultant also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Consultant's own liability.
- 25.2 The Consultant shall execute and deliver to the County a certification statement acknowledging the above provisions prior to providing any services and/or commencing any work.

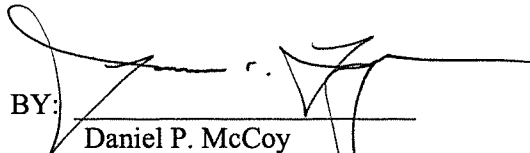
ARTICLE 26. MISCELLANEOUS PROVISIONS

- 26.1 In addition to the Iranian Energy Sector Divestment (per N.Y. GEN. MUN. LAW § 103-9) described above, the Consultant also acknowledges that it shall follow and all of the other policies and procedures described in the RFP.
- 26.2 During the term of this Agreement, the Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Consultant shall give the County 30 days written notice in advance of such event.
- 26.3 The Consultant shall at all times obtain and maintain all licenses and/or certifications required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
- 26.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
- 26.5 The County shall bear no responsibility other than that set forth in this Agreement.
- 26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

COUNTY OF ALBANY

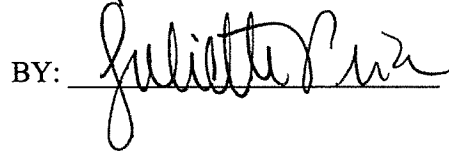
DATED: 8/17/2022

BY: 
Daniel P. McCoy
Albany County Executive
or
Daniel C. Lynch
Deputy County Executive

HELGERSON SOLUTIONS GROUP

Juliette Price
Chief Solutions Officer

DATED: June 15, 2022

BY: 

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2022, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 17th day of August, 2022, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2024

STATE OF NEW YORK)
COUNTY OF Albany) SS.:

On the 15th day of June, 2022, before me, the undersigned, personally appeared Juliette Price, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

02 GA 6329068

Qualified in Albany County

Commission expires

8/17/2023

SCHEDULE A

INSURANCE COVERAGE

Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies 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.

General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000.00
Bodily Injury	\$1,000,000.00
Personal Injury	\$1,000,000.00

FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND HELGERSON SOLUTIONS GROUP

CONTRACT NO. 2022-718

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building 112 State Street, Albany, New York 12207 (hereafter referred to as "County"), and Helgerson Solutions Group, with a principal address located at 150 State Street, Albany, New York 12207 (hereinafter referred to as the "CONSULTANT," COUNTY and CONSULTANT each may hereinafter be referred to as the "Party" and together the "Parties").

WITNESSETH:

WHEREAS, the County has an Agreement with Consultant for comprehensive assessment of current data infrastructure and protocols of Albany County Human Service Departments, said Agreement having been entered into pursuant to Contract No. 2022-102; and

WHEREAS, the County and the Consultant wish to amend the Agreement in certain respects, hereinafter set forth, to amend contract language, and

WHEREAS, this First Amendment to the Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

- A. That the Agreement at ARTICLE 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR shall be amended to read as follows:

ARTICLE 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

The Consultant shall provide comprehensive assessment of current data infrastructure and protocols of Albany County Human Service departments for the Albany County. The Services the Consultant shall provide include those described in the RFP at SECTION 4: SCOPE OF SERVICES, pages RFP3 through RFP4, along with the Plan Implementation described in the Proposal at Section IV – Plan Implementation, pages 21 through 25.

More specifically, the Consultant shall narrow focus to understanding individual-level utilization of services that would build towards development of unique identifiers; begin work with DMH and DSS first, to build a data map and prototype of the infrastructure needed to access this information to serve as a proof of concept for other Departments; and begin working on care redesign pathways via Rapid Cycle Continuous Improvement only after this prototype is complete.

- B. That the Agreement at ARTICLE 5. TERM OF THE AGREEMENT shall be amended to read as follows:

ARTICLE 5. TERM OF THE AGREEMENT

The term of this Agreement shall commence on April 1, 2022 and continue in effect until May 31, 2023.

- C. That the Agreement at ARTICLE 12. INDEMNIFICATION

ARTICLE 12. INDEMNIFICATION AND ASSUMPTION OF RISK

- A. The Consultant shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Consultant, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses.
- B. In addition to any other provisions of this Agreement, the Consultant represents that the exchange, transition, release, disclosure and/or use of the information and data that is the subject of this Agreement does not violate any State or Federal laws, rules or regulations. The Consultant represents that the proceeding representation is based upon its due diligence of the legal requirements for the transfer, exchange, release, disclosure and/or use of the information and data that is contemplated by the performance of this Agreement. The Consultant assumes all risks and all costs associated with the violation of any Federal or State laws, rules or regulations by the release, exchange, transfer, disclosure and/or use of the data or information by the County or the Consultant in and from the performance of this Agreement. Should the exchange, transition, release, disclosure and/or use of the information and data that is contemplated by or done in the performance of this Agreement violate any State or Federal laws rules or regulations, the Consultant shall indemnify, defend and absolutely hold harmless the County, its officers, employees and agents from any costs, expenses and damages associated with any violation of State or Federal law, rule or regulation including, but not limited to, all claims (including, but not limited to civil claims, administrative actions or any other type of proceedings that are judicial, quasi-judicial or executive in nature, in all forums whether the forum be a judicial proceeding or action or an administrative proceeding or action), damages, losses and expenses (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or in consequence of any transfer, use, disclosure, exchange and/or release of the information or data in performance of this Agreement
- D. That the Agreement at ARTICLE 26. MISCELLANEOUS PROVISIONS shall be amended to read as follow:

ARTICLE 26. MISCELLANEOUS PROVISIONS

- 26.1 In addition to the Iranian Energy Sector Divestment (per N.Y. GEN. MUN. LAW § 103-9) described above, the Consultant also acknowledges that it shall follow and all of the other policies and procedures described in the RFP.

- 26.2 During the term of this Agreement, the Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Consultant shall give the County 30 days written notice in advance of such event.
- 26.3 The Consultant shall at all times obtain and maintain all licenses and/or certifications required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
- 26.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
- 26.5 The County shall bear no responsibility other than that set forth in this Agreement.
- 26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.
- 26.7 Consultant shall maintain the confidentiality of all patient information and any information regarding Health, which could be considered confidential or proprietary. This excludes records and information relative to the reporting of patient abuse required by law. Further, to the extent it may be applicable, the Consultant agrees to abide by the terms and conditions of Appendix "A" and Appendix "B" attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.
- E. That all other articles, paragraphs, terms, conditions, and provisions of the Agreement (Contract No. 2022-102) shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed set forth below.

DATED: 4/12/2023

COUNTY OF ALBANY

By: 

Daniel P. McCoy
County Executive, or
Daniel C. Lynch
Deputy County Executive

DATED: 4/7/23

HELGERSON SOLUTIONS GROUP

By: 

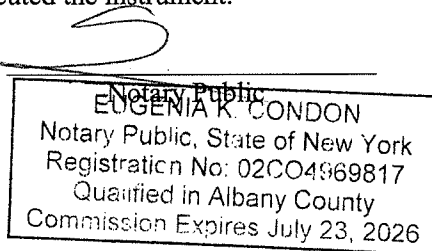
STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2023, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

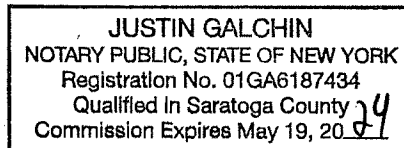
On the 12th day of April, 2023, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



STATE OF NEW YORK)
COUNTY OF Albany) SS.:

On the 07 day of April, 2023, before me, the undersigned, personally appeared Kenneth B Robjn, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Justin Galchin
Notary Public



APPENDIX "A"

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 CFR SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the CONSULTANT herein shall be considered a "Business Associate." The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

A. DEFINITIONS

1. "Business Associate" – under the terms of this Agreement, the term "Business Associate" shall mean the CONSULTANT, Helgerson Solutions Group.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany and/or the Albany County Human Service Departments.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. "Privacy Rule" – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. "Protected Health Information" - shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created, received, maintained or transmitted by the Business Associate from or on behalf of the Covered Entity.
6. "Required by Law" – shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his/her Designee.
8. "Subcontractor" – shall have the same meaning as the term "subcontractor" in 45 CFR Section 160.103.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the

Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.

4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.

5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.

6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.

7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.

8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.

10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.

11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.

2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).

4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.

5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).

6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICE AND RESTRICTIONS

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.

2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.

3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be April 1, 2022 and shall continue in effect through May 31, 2023. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.

2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:

- (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the Agreement; or,
- (b) Immediately terminate the Agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
- (c) If neither termination of the Agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.

2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

H. MISCELLANEOUS

1. Regulatory References – A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.

2. Amendment – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

3. Survival – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.

4. Interpretation – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.

5. Incorporation in the Agreement – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.

APPENDIX "B"

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 CFR SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the CONSULTANT herein shall be considered a "Business Associate." The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

A. DEFINITIONS

1. "Business Associate" – under the terms of this Agreement, the term "Business Associate" shall mean the CONSULTANT, Helgerson Solutions Group.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the Albany County Department of Mental Health.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. "Privacy Rule" – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. "Protected Health Information" - shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created, received, maintained or transmitted by the Business Associate from or on behalf of the Covered Entity.
6. "Required by Law" – shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his/her Designee.
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3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and

shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.

4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.

5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.

6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.

7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.

8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.

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11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.

2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).

4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.

5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).

6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICE AND RESTRICTIONS

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.

2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.

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E. PERMISSIBLE REQUESTS BY COVERED ENTITY

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be April 1, 2022 and shall continue in effect through May 31, 2023. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.

2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:

- (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the Agreement; or,
- (b) Immediately terminate the Agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
- (c) If neither termination of the Agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.

2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

H. MISCELLANEOUS

1. Regulatory References – A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.

2. Amendment – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

3. Survival – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.

4. Interpretation – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.

5. Incorporation in the Agreement – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.

Albany County Request for Contract Approval

Contract #	2023-1004
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Friday, April 21, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Centry Carpeting, Inc. 264 Windsor Highway suite 101, New Windsor, NY 12553
Estimated Amount	\$99,000.00
Estimated Term	6/1/2023 to 5/31/2024
Scope of Services	Carpet installation services for various County Facilities as needed.
Budget Line Item	AA1620 - 4046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 21, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval of a contract with Centry Carpeting, Inc. for labor associated with future carpet installation services at various County facilities for a not to exceed cost of \$99,000.00.

All projects utilizing this contract will be individually quoted and tracked to conform to the not to exceed cost of \$99,000.00.

The term of this contract will be for one (1) year beginning June 1, 2023. At the end of the initial one year bid period, 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.

If you should have any questions, please do not hesitate to contact me.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: April 21, 2023

Re: Request for Proposal #2023-035

I have reviewed the proposals for RFP#2023-035 CARPET INSTALLATION AND REMOVAL FOR VARIOUS ALBANY COUNTY DEPARTMENTS and recommend Century Carpeting, Inc. be awarded the contract for the amount not to exceed \$99,000.00.

If you need any further information or have any questions, please feel free to contact me.

DML:tas



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

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: April 21, 2023

RE: RFB #2023-035 Carpet Installation and Removal

I am in receipt of your recommendation to award the aforementioned to Century Carpeting Inc. in the amount of \$99,000.00.

As Century Carpeting Inc is the sole responsible and responsive bidder, I concur with your recommendation.

Please obtain the necessary contract approval of the County Contract Administration Board, so that we may issue a Notice of Award.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION: ✓

Title: Carpet Installation

Bid Number: 2023-035

THIS BID IS SUBMITTED TO: ✓

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned BIDDER proposes and agrees, if this Bid 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 Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:

- (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date 3/16/2023 Number (914) 327 0230

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

- (b) BIDDER 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 BIDDER deems necessary;

(c) This Bid 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; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER 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 Bid:
 - (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")
 - (e) Non-Interruption of work Agreement

7. Communication concerning this Bid shall be addressed to:

Jermaine Webber

Phone: (914) 327-0230

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Carpet Installation
Bid Number: 2023-035

Prices to be quoted for regular business hours

Carpet Installation Labor Cost per Square Yard

\$ 9.50 Sq. Yard

Rip up and disposal of carpet/tiles, Labor Cost

\$ 7.50 Sq. Yard

Floor Patch and Preparation, Hourly rate for time and materials

\$ 350.00 Hourly Rate

Cove Base 4" supplied and installed (price per foot)

\$ 3.50 Price per foot

Moving of furniture:

Light Lifting

\$ 100.00 Hourly Rate

Heavy Lifting

\$ 150.00 Hourly Rate

Prices to be quoted for off hours, evening and weekend

Carpet Installation Labor Cost per Square Yard

\$ 10.50 Sq. Yard

Rip up and disposal of carpet/tiles, Labor Cost

\$ 8.50 Sq. Yard

Floor Patch and Preparation, Hourly rate for time and materials

\$ 375.00 Hourly Rate

Cove Base 4" supplied and installed (price per foot)

\$ 3.75 Price per foot

Moving of furniture:

Light Lifting

\$ 100.00 Hourly Rate

Heavy Lifting

\$ 150.00 Hourly Rate

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Carpet Installation
Bid Number: 2023-035

Ancillary Items:

Carpet Glue 4 gallon pail
(Multi Purpose)

\$ 168.00

COMPANY: Century Carpeting Inc
ADDRESS: 264 Windsor Highway, Ste #101
CITY, STATE, ZIP: New Windsor, NY 12553
TEL. NO.: (914) 327-0230
FAX NO.: _____
FEDERAL TAX ID NO.: 30-0147168
REPRESENTATIVE: Jermaine Webber
SIGNATURE AND TITLE Jermaine Webber

DATE 3/16/2023

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.

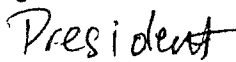
A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets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

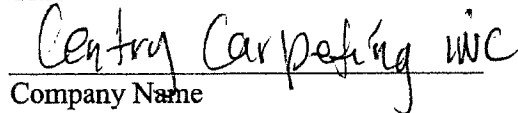
B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, 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



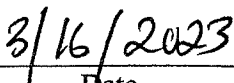
Signature



Title



Company Name



Date

**ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR <i>Centry Carpeting inc</i>			
2. VENDOR'S LEGAL BUSINESS NAME <i>Centry Carpeting inc</i>		3. IDENTIFICATION NUMBERS a) FEIN # <i>30-0147168</i> b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) <i>www.centrycarpeting.com</i>	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>264 Windsor Highway sk#101 New Windsor NY 12553</i>		7. TELEPHONE NUMBER <i>(914) 327-0230</i>	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> <i>264 Windsor Highway sk #101 New Windsor N.Y 12553</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name <i>Jermaine webber</i> Title <i>President</i> Telephone Number <i>(914) 327-0230</i> Fax Number e-mail <i>centrycarpet@gmail.com</i>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME <i>Jermaine webber</i>	TITLE <i>President</i>	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

<p>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), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p> <p>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>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;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>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</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</p> <p>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?</p> <p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. federal, state or local health laws, rules or regulations.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>17. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?</p> <p>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 the status of each item as "open" or "unsatisfied."</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>18. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <i>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.</i></p> <p>b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p> <p>c) Property Tax <i>Indicate the years the vendor failed to file.</i></p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>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 OF THE DATE OF FILING?</p> <p>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, remain pending or have been closed. If closed, provide the date closed.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>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 Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES: Yes No
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

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.

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF NEW YORK)
COUNTY OF BRONX) SS.:

On this 16 day of MARCH, 2023, before me personally appeared DERMAINE WEBBER to me known, who, being by me sworn, did say that he resides at (give address) 3410 SE LAUREL NAUGHTON that he is the (give title) President of Clancy Carpeting Inc of the (name of corporation) _____, the corporation, described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

ANTHONY PIZZUTO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PI6056331
Qualified in Bronx County
My Commission Expires 09-28-2026

Anthony Pizzuto

Notary Public, State of New York

Qualified in BRONX

Commission Expires Sept 28, 2026

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN # 30-0147168

State of:) New York
) ss:
County of:) Orange

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.

Centry Carpeting inc
Name of Business

Signature of Owner Jermaine Webber

Address 264 Windsor Highway Ste 101

Printed Name of Signatory Jermaine Webber

City, State, Zip New Windsor NY 12553

Title President

Sworn before me this 16 day of MAR, 2023
Anthony Pizzuto
Notary Public

JERMAINE WEBBER
Printed Name

Jermaine Webber
Signature

3/16/2023
Date

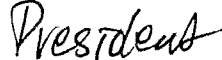
ANTHONY PIZZUTO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PI6056331
Qualified in Bronx County
My Commission Expires 09-28-2026

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.



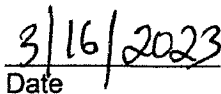
Signature



Title



Company Name



Date

ATTACHMENT "E"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: Century Carpeting inc

By: Jermaine Webber
(Signature)

JERMAINE WEBBER
(Typed)

Title: President

Date: 3/16/2023

REQUEST FOR BIDS #2023-035
CARPET INSTALATION SERVICES
VARIOUS ALBANY COUNTY FACILITIES

SCOPE OF SERVICES

1. The scope of services shall be as outlined herein, and shall be performed in accordance with all applicable building codes, standards and material specifications.
2. The successful Contractor shall provide carpet installation services and rip up and disposal services for broadloom carpet or carpet tiles. Carpet will be purchased separately, by Albany County, from a New York State contract and delivered **TO THE AWARDED CONTRACTORS FACILITY**. Current purchases from state contract are for broadloom or carpet tiles.
3. Installation shall take place on an as needed basis pursuant to an approved proposal and receipt of a purchase order from Albany County.
4. The successful Contractor shall field verify all dimensions for areas that need to be carpeted and make recommendations for the amount and type of carpet that is needed. All carpet purchases made from state contract will be delivered directly to the awarded contractors facility to be cut and delivered to the designated County site for installation. All costs associated to carry out these services shall be included in the per square yard bid price.
5. All adhesives needed to install new carpet are to be included in the per sq. yard installation price.
6. Where applicable the replacement of vinyl covebase shall be done in a manner to ensure adequate coverage of exposed wall surface.
7. The installation rate and rip-up/disposal rate shall remain firm for the entire contract and will be a price per square yard.
8. Contractor is responsible for moving/lifting all office furniture, file cabinets, shelving, cubicles and equipment as needed to access areas to be carpeted and returning said items to their original locations.
9. The successful Contractor shall coordinate access to job site and all work activities with the facility supervisor present.
10. Contractor shall thoroughly clean all dirt and debris from exposed sub floor.
11. Contractor shall prep and patch sub floor as needed. Sub floor should be smooth and level.
12. Contractor shall clean all work areas each day to the satisfaction of the Facility Supervisor present.

13. All debris from the rip up of existing floor coverings, packing materials and scrap from new materials shall be disposed into a County supplied dumpster.
14. Contractor shall be responsible for all site staging and safety operations, as well as complete restoration of any disturbed areas to the satisfaction of the Facility Supervisor present.
15. Contractor shall erect temporary construction barriers and provide warning signs where required to ensure safety of pedestrians.
16. Contractor shall comply with all necessary OSHA regulations and standards, including but not limited to "PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION".
17. Contractor shall protect existing systems and surfaces to remain, all damage resulting from the contractor's operations shall be replaced or repaired to a condition acceptable to the County Engineer, by the contractor at no additional cost to the County.
18. Contractor shall determine exact location of existing utilities before commencing work. Contractor agrees to be fully responsible for any and all damages which might be incurred by his failure to exactly locate and preserve utilities.
19. Incorrectly fabricated, damaged or otherwise misfitting or non-conforming materials or conditions shall be reported to the County prior to remedial or corrective action. Any such action shall require approval.
20. Contractor shall provide warranty to cover contractor workmanship for a minimum of 90 days from date of final completion of work.

Albany County Request for Contract Approval

Contract #	2023-1007
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Monday, April 24, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Securitas Technology Corp. DBA Securitas Electronic Security, Inc. 8350 SUNLIGHT DRIVE, Fishers, IN 46037
Estimated Amount	\$60,087.28
Estimated Term	6/1/2023 to 5/31/2028
Scope of Services	Installation of access card readers in elevators at 112 State Street. Installation includes twelve months of repair and troubleshooting service. At the end of the warrantee period (twelve months) repair and troubleshooting service will be billed monthly for forty-eight consecutive months at the fixed price.
Budget Line Item	AA1620 - 4046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - RFQ

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 25, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval of a contract with Securitas Technology Corporation, utilizing Sourcewell Contract 030421-SCS, for the installation of access card readers in elevators at 112 State Street. Installation includes twelve months of repair and troubleshooting service. At the end of the warranty period (twelve months) additional repair and troubleshooting service will be billed monthly for forty-eight consecutive months at the fixed price.

The total not to exceed amount is \$60,087.28 for the term of the contract. Initial installation costs of \$39,818.80 to be paid under bond HH1A, Res. No. 550 dated 12/14/2015. Additional repair service at \$359.76 per month for forty eight consecutive months, totaling \$17,268.48. An additional \$3,000.00 is being included as a contingency to cover any unforeseen issues.

The term of this contract is June 1, 2023 through May 31, 2028

Please do not hesitate to contact me if I can be of further assistance.

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: April 24, 2023

Re: Sourcewell Contract 030421-SCS

DGS has a need for installation and servicing of new card readers for our elevators at 112 State Street. I recommend using Securitas Technology Corporation pursuant to the Sourcewell Contract 030421-SCS.

If you need any further information or have any questions, please feel free to contact me.

DML:tas



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

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
General Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: April 24, 2023

RE: Sourcewell Contract 030421-SCS

I am in receipt of your recommendation to purchase a National Cooperative Contract with Securitas Technology Corporation in the amount of \$39,818.80.

As Securitas Technology Corporation has a current award with Sourcewell with an expiration date of April 22, 2025 I approve of your recommendation.

Please obtain the necessary contract approval of the Contract Administration Board so that we may issue a Notice of Award.

Prepared For:

Department of General Services - Albany, NY - Building Elevator

Scott D. Allardice
Department of General Services

, ,

Scott.Allardice@albanycountyny.gov

Prepared By:

Securitas Electronic Security, Inc.
3800 Tabs Drive
Uniontown, OH 44685
Phone: 1-855-331-0359
Andy O'Reilly
System Integration

andy.oreilly@securitas.com

Project Site:

Department of General Services
112 State Street
Albany, NY , 12207

Scope: Elevator Access Control

Sourcewell Contract#030421-SCS.

Albany County ID# 932

Lenels2 Access Control

Access Control Controller

- Rack Mounted in IT/IDF Closet

Elevators

- 6 Card Readers 1 in Each Elevator Car
Work and Coordinate with Onsite Elevator Tech and Client

Elevator Machine Room

- Install 2 Controller Panels 24H X 20W ENCL (Wall Mounted)
Power Required at each Panel by Client
Network Drop Required at 1 Controller
- Access Boards Installed in Controllers
Work and Coordinate with Onsite Elevator Tech and Client
- Wire and Program Each Elevator Car for Full Floor Access Control

Note: PM Travis Dodson Onsite to walk job with Lead Tech Buck W. Bothe PM and Lead tech will be onsite to install job and coordinate with all parties involved.

Install Test and Program

Design Built/ Misc Equipment Required

100 - V7-WFB4	Fuse Block
100 - 239002	Fuse
4 - H2X2LG6	Panduit No Cover
4 - C2LG6	Panduit Cover
1-Conduit	

**Securitas
Technology**



1 Proposal Schedules:

1.1 Material Schedule:

Material Line Items

Manufacturer	Qty	Unit Price	Total Price
Lenel NetBox Extreme Controller w/16 portal license, RM	1	\$2,788.96	\$2,788.96
LenelS2 - S2 S2 MERCURY CONTROLLER	1	\$2,060.26	\$2,060.26
Lenel Mercury MR52 Reader Interface Mod, 2 rdr, 8 In/6out	2	\$668.70	\$1,337.40
Lenel LSP-8DR, E4M1 24H X 20W ENCL WITH DOOR MOUNT, FITS FOUR LNL	2	\$936.48	\$1,872.96
HID iCLASS SE RP40 Smart Card Reader Wall Switch, Sprts HID Prox	6	\$233.42	\$1,400.52
Paige 6 CON. 18 AWG STRANDED OVERALL SHIELDED TYPE CMP/FPLP 1000FT	1	\$575.31	\$575.31
Altronix d/r mt relay 12v altronix 10a 120vac	100	\$19.90	\$1,990.00
Lenel MR-16OUT 16 Output Module	6	\$891.12	\$5,346.72

Group Subtotal: \$17,372.13

Material Schedule Subtotal: \$17,372.13

Labor Schedule

Categories	Hours	Hourly Rate	Extended Sell
Project Supervision	16.00	185.00	\$2,960.00
Installation	100.00	165.00	\$16,500.00
Training	8.00	165.00	\$1,320.00

Labor Schedule Subtotal: \$20,780.00

Subcontracting & Cable Schedule

Categories	Qty	Unit	Price
Misc Parts and Conduit			\$1,666.67

Additional Cables and Locks:

SubContracting & Cable Schedule Subtotal: \$1,666.67

2 Service and Support Schedules:

Service and Support Schedule

Categories	Qty	Internal Part #	Monthly Charges
Standard Service Plan	1	CP OPTION A	\$359.76

Plan coverage includes troubleshooting, diagnosis, adjustment, repair and/or replacement, if required, of non-functioning security system devices covered and listed per contract terms. Service is for repair purposes only and covers normal wear and tear. Coverage does not include battery replacement(s), lift or specialty rentals, system upgrades, add ons, technology enhancements, equipment obsolescence, Acts of God, vandalism, customer or third-party alterations or misuse, and other exemptions as identified per contract terms, which will be billed at SES prevailing service rates. Plan covers labor during normal business hours (Monday thru Friday, 8am-5pm local time); does not include national holidays, weekends or after hours service, which will be billed at SES prevailing hourly rates. Customer required to provide free and clear access to equipment and the ability to perform repair services as necessary. Customer is responsible to perform their own onsite device and signal testing to identify and report any system malfunctions or service repair needs.

Service & Support Schedule Subtotal: \$0.00
 Service & Support Schedule Subtotal (After Warranty Period): \$359.76

3 Purchase Investment Summary:

Total: \$39,818.80

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms:

100% Upon completion of Installation. Payment Terms: Due thirty (30) days after receipt of invoice or as otherwise set forth in the agreement between the parties.

Note: Billing for all Services, including applicable Service Plans, will be begin upon installation completion or in-service date.

Monthly Charges Per Schedule of Services(After Warranty): \$359.76

Customer agrees to pay Securitas Electronic Security, Inc.this monthly sum, plus all applicable taxes, per location, for the Services indicated on the Service & Support Schedule, prepaid Quarterlyfor a period of 5 year(s).

This proposal is valid for 30 days

Albany County Request for Contract Approval

Contract #	2023-1012
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Tuesday, April 25, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Dan's Hauling & Demo, Inc. PO Box 409, Wynantskill, NY 12198
Estimated Amount	\$69,300.00
Estimated Term	6/15/2023 to 6/14/2024
Scope of Services	Demolition of the structures at #1 Hill House Road pursuant to RFB #2023-048.
Budget Line Item	AA1620 - 4046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 25, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval of a contract with Dan's Hauling & Demo, Inc. for the demolition of the structures at #1 Hill House Road pursuant to RFB #2023-048.

Dan's Hauling & Demo, Inc. was the lowest of five bids received at \$63,000.00. The not to exceed cost of \$69,300.00 includes a contingency allowance of \$6,300.00.

Associated costs of this contract will be covered under Bond HHYZ dated Nov. 12, 2019 pursuant to Res. No. 518 of 2019.

The term of this contract will be June 15, 2023 through June 14, 2024

Please do not hesitate to contact me if I can be of further assistance.

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

Memo

To: David Latina, Commissioner, Department of General Services
From: Michael Martin PE, Director, Facilities Engineering Division
Cc: Pamela O Neill, Purchasing Agent
Date: April 24, 2023
Re: **RFB #2023-048 – Demolition of Structures at #1 Hill House Road**

Recommendation for Award to Dan's Hauling & Demo, Inc.

Commissioner Latina,

As you are aware, the Facilities Engineering Division, have developed construction documents, a Request for Bid (RFB) and along with the Purchasing Division solicited bid prices for the **demolition of the structures at #1 Hill House Road**. Bids from the Demolition Contractors have been received and reviewed for conformance with the bid documents.

A complete tabulation of the **Demolition Bids** are attached for your use. After review of the quotes that were submitted, the Facilities Engineering Division recommends you proceed with a request for contract approval of the lowest responsive bidder, **Dan's Hauling & Demo, Inc.** at a cost of **\$69,300.00** which includes a Contingency Allowance as listed on the Bid tabulation.

If you have any questions regarding this project, I can be reached at 447-7032.

Thank you



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

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
General Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: April 25, 2023

RE: RFB#2023-048 Demolition of Structures at #1 Hill House Road

I am in receipt of your recommendation to award the aforementioned to Dan's Hauling and Demo Co in the amount of \$69,300.00

As Dan's Hauling and is the lowest responsible and responsive bidder, I concur with your recommendation.

Please obtain the necessary contract approval of the Contract Administration Board so that we may issue a Notice of Award.

RFB#2023-048 Demolition of the Structures at #1 Hill House Road						
April 20, 2023 @11:00am						
	Dan's Hauling	DiTonno & Sons	Cristo Demolition	David Frueh Contracting	Gentile Construction	Jackson Demolition
Lump Sum Base Bid	\$ 63,000.00	\$ 80,000.00	\$ 99,600.00	\$ 109,000.00	\$ 126,500.00	\$ 141,500.00
10% Contingency	\$ 6,300.00	\$ 8,000.00	\$ 9,960.00	\$ 10,900.00	\$ 12,650.00	\$ 14,150.00
Total Base Bid	\$ 69,300.00	\$ 88,000.00	\$ 109,560.00	\$ 119,900.00	\$ 139,150.00	\$ 155,650.00

COUNTY OF ALBANY

BID FORM

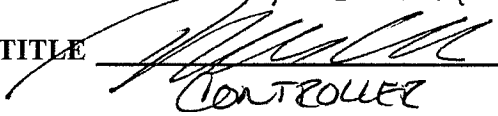
BID IDENTIFICATION:

Title: Demolition of the Structures at #1 Hill House Road
Bid Number: 2023-048

Conditions:

1. All bid prices must include all materials, labor, equipment, incidentals, and other associated costs.
2. Base Bid work shall carry a 10% Base Bid Contingency Allowance for additional work discovered during construction beyond scope of work indicated on drawings and specifications. Contractor shall receive advance approval from the County Engineer prior to performing any additional work.

<u>GENERAL CONSTRUCTION</u> Lump Sum Base Bid (Price in Words):	<u>Sixty three thousand dollars</u> _____
(Price in Numbers):	\$ <u>63,000.00</u> _____
10% Contingency Allowance	\$ <u>6,300.00</u> _____
TOTAL BID (Base Bid + Contingency Allowance) (Price in Words):	<u>Sixty nine thousand three hundred</u> _____
(Price in Numbers):	\$ <u>69,300.00</u> _____

COMPANY: DAN'S HAULING : DEMO, INC.
ADDRESS: PO BOX 409
CITY, STATE, ZIP: WYNAUTSKILL, NY 12198
TEL. NO.: (518) 438-9800
FAX NO.: (518) 438-9803
FEDERAL TAX ID NO.: 20-0186779
REPRESENTATIVE: MICHELLE WOLFE
E-MAIL: mwolfe@dandspuling.com
SIGNATURE AND TITLE  CONTROLLED
DATE 4/19/23

Demolition of structures at #1 Hill House Road

Acknowledgement of Addendum

#1 – Dated 4-14-2023

#2 – Dated 4-18-2023

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

Title

Dan's Hauling + Demo, Inc.

Company Name

4-18-2023

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

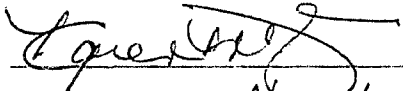
On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Rensselaer) SS.:

On this 18th day of April, 2003, before me personally appeared Daniel Wolfe to me known, who, being by me sworn, did say that he resides at (give address) 10 Box 402, Wynantskill, NY 12198; that he is the (give title) President of the (name of corporation) Dan's Hauling & Demo, Inc., the corporation described in and which executed the above instrument: that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.



Notary Public, State of New York
Qualified in Oswego County
Commission Expires 10-11-2026

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

Karen M. Dunn
Notary Public, State of New York
Registration No. 5034288
Qualified in Oswego County
Commission Expires October 11, 2026

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME DAN'S HAULING, DEMO, INC. PO BOX 409 WYOMANTSKILL, NY 12199		3. IDENTIFICATION NUMBERS a) FEIN # 20-0186779 b) DUNS #	
4. D/B/A - Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.danshauling.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 42 REBEKAH WAY E. GREENBUSH, NY 12061		7. TELEPHONE NUMBER (518) 438-9800	8. FAX NUMBER (518) 438-9803
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name DAN WOLFE Title PRESIDENT Telephone Number (518) 438-9800 Fax Number (518) 438-9803 e-mail demodan@danshauling.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME DAN WOLFE	TITLE PRESIDENT	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

16.	<p>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), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p> <p>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>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;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>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</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</p> <p>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?</p> <p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. federal, state or local health laws, rules or regulations.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
17.	<p>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?</p> <p>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 the status of each item as "open" or "unsatisfied."</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <i>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.</i></p> <p>b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p> <p>c) Property Tax <i>Indicate the years the vendor failed to file.</i></p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 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?</p> <p>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, remain pending or have been closed. If closed, provide the date closed.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
20.	<p>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.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ : Yes No
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

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.

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

PRESIDENT

Title

DAN'S HAULING & DEMO, INC.

Company Name

4/19/23

Date

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

DEMOLITION

Description of where the work is to be performed within Albany County facilities:

1 HILL HOUSE RD.



Signature

DAN WOLFE

Printed Name

PRESIDENT

Title

4/19/23

Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? 20 years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. CITY OF GLOVERSVILLE - MULTI-SITE DEMOLITION

REF: JESSE ZAHN - HRP ASSOCIATES - 1 FAIRCHILD SQUARE, CLIFTON PARK NY (518) 12065 877-7101

COMPLETED: DEC 2023 - BID \$397,600 - COMPLETED COST - \$397,600

2. CITY OF TROY - CITY WIDE DEMOLITIONS

REF: RICHARD MORRISSEY - 433 RIVER ST. TROY, NY 12180 (518) 279-7157

COMPLETED: JAN 2023 - BID \$228,700 - COMPLETED COST - \$273,314

3. CITY OF SCHEENECTADY - DEMOLITION OF 1901 STATE ST.

REF: NAHEEM ABZAL - 105 JAY ST. SCHEENECTADY, NY 12305 (518) 382-5199

COMPLETED: 12/2022 - BID \$74,000 - COMPLETED COST - \$74,000

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

PLEASE SEE ATTACHED

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

NO

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

NO

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

NO

7. Do you plan to sublet any part of this work? If so, give details.

YES. ASBESTOS ABATEMENT.

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

SURETY: KORE INSURANCE HOLDINGS - VINCENT MATTHEWS (973) 985-2187

BANK: FIRST NATIONAL BANK OF SCOTIA - LAURA SIRACUSE (518) 410-2090

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

PLEASE SEE ATTACHED

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

DAN'S HAULING & DEMO, INC.
Correct Name of Bidder

(a) The business is a: CORPORATION

(b) The address of principal place of business is: 42 REBEKAH WAY,
E. GREENBUSH, NY 12061

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

DANIEL WOLFE - PRESIDENT

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes X No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

DAN'S STALLING DEMO, INC.
Firm

Dated: 4/19/23

By 

DAN WOLFE
(Typed)

OBLIGEE: City Station North, LLC CONTACT: PHONE: FAX:	Demolition n of Structures	PRIME ESUB	START DATE	END DATE	Bonded	Contract Price (Including Approved Change Orders)
PROJECT NAME: Demolition Congress St. EOC OBLIGEE: Joe Smyth CONTACT: PHONE: FAX:	Demolition n of Structures	PRIME	May-23	Jun-23	N	272,600
PROJECT NAME: 37 Blue Heron Dr. OBLIGEE: WJ Morris Excavating CONTACT: PHONE: FAX:	Demolition n of Structures	PRIME	Jun-23	Jun-23	N	38,200
PROJECT NAME: Demolition of Yaddo Structure OBLIGEE: Peachtree Builders CONTACT: PHONE: FAX:	Demolition n of Structures	PRIME	Jul-23	Aug-23	N	97,000
PROJECT NAME: 90 Hudson River Rd. OBLIGEE: Shari Rohan CONTACT: PHONE: FAX:	Demolition n of Structures	PRIME	Apr-23	Apr-23	N	26,400
PROJECT NAME: 213 8th Ave. Watervliet OBLIGEE: Parkland Development CONTACT: PHONE: FAX:	Demolition n of Structures	PRIME	May-23	May-23	N	49,900
PROJECT NAME: : 323 Kings Rd. OBLIGEE: BBL Construction Services CONTACT: PHONE: FAX:	Demolition n of Structures	PRIME	May-23	May-23	N	21,000
PROJECT NAME: Schoolhouse Rd. Albany OBLIGEE: Catskill Watershed CONTACT: PHONE: FAX:	Demolition n of Structures	PRIME	May-23	Jun-23	N	66,000
PROJECT NAME: Tannersville OBLIGEE: Catskill Watershed CONTACT: PHONE: FAX:	Demolition n of Structures	PRIME	May-23	Jul-23	N	207,000
PROJECT NAME: Boiceville OBLIGEE: Catskill Watershed CONTACT: PHONE: FAX:	Demolition n of Structures	PRIME	May-23	Jul-23	N	221,000
PROJECT NAME: Hunter	Demolition n of Structures	PRIME	May-23	Jul-23	N	82,000
Totals						1,081,100

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: DAN'S HAULING, DEMO, INC.

By: 
(Signature)

DAN WOLFE
(Typed)

Title: PRESIDENT

Date: 4/19/23

Department of State

Division of Corporations

Entity Information

[Return to Results](#)

[Return to Search](#)

Entity Details

ENTITY NAME: DAN'S HAULING & DEMO, INC.

DOS ID: 2942396

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC BUSINESS CORPORATION

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTION OF LAW: 402 BCL - BUSINESS CORPORATION LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 08/13/2003

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 08/13/2003

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: CURRENT

COUNTY: ALBANY

NEXT STATEMENT DUE DATE: 08/31/2023

JURISDICTION: NEW YORK, UNITED STATES

NFP CATEGORY:

ENTITY DISPLAY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: DAN'S HAULING & DEMO, INC.

Address: 42 REBEKAH WAY, EAST GREENBUSH, NY, UNITED STATES, 12061

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name: DAN WOLFE

Address: PO BOX 409, WYNANTSKILL, NY, UNITED STATES, 12198

Principal Executive Office Address

Address: 42 REBEKAH WAY, EAST GREENBUSH, NY, UNITED STATES, 12061

Registered Agent Name and Address

Name: DANIEL G. WOLFE

Address: 74 EXCHANGE STREET, ALBANY, NY, 12205

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share
NO PAR VALUE	200	\$0.00000



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Dan's Hauling & Demo, Inc.
PO Box 409
Wynantskill, NY 12198

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

OWNER:

(Name, legal status and address)

Albany County Department of General Services
112 State Street
Albany, NY 12207

BOND AMOUNT: Five percent of amount bid (5% Amt Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Demolition of Structures at #1 Hill House Road

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

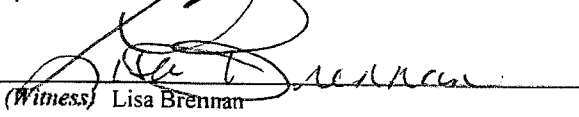
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

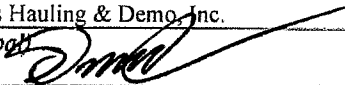
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of April 2023


(Witness)


(Witness) Lisa Brennan

Dan's Hauling & Demo, Inc.
(Principal)  (Seal)

(Title) DAN WOODRUFF - PRESIDENT
United States Fire Insurance Company
(Surety)  (Seal)

(Title) Adriana Giammichele, Attorney-in-Fact

Init.

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration the

United States Fire Insurance Company

Organized and existing under the laws of the State of

Delaware

And licensed to do business in the State of

New York

Certifies and agrees, that if contract for

Demolition of Structures at #1 Hill House Road

for the Albany County Department of General Services

is awarded to Dan's Hauling & Demo, Inc.

the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this 18th day of April 2023.


Adriana Giammichele, Attorney-in-Fact

Surety Acknowledgement


State of New Jersey

County of Essex

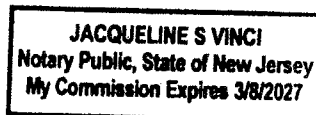
On this 18th of April in the year 2023 before me personally came Adriana Giammichele to me known, who, being by me duly sworn, did depose and say that she resides in Passaic County, New Jersey that he/she is the Attorney-In-Fact for

United States Fire Insurance Company

the corporation described in and which executed the attached instrument; that he/she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was affixed by Order of the Board of Directors of the said corporation, and that he/she signed his/her name thereto by like order.



Notary Public



Corporate Acknowledgement

STATE OF New York
COUNTY OF Rensselaer

On this 18th day of April the year 2023, before me Karen M. Dunn,
NOTARY PUBLIC personally appeared Daniel Wolfe
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person who executed the within instrument as president (or secretary) or on
behalf of the corporation therein named and acknowledged to me that the
corporation executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Official Seal,
the date and year first above written.

My Commission expires 10-11-2026

Karen M. Dunn
Notary Public, residing in
Oswego County, NY

Karen M. Dunn
Notary Public, State of New York
Registration No. 5034288
Qualified in Oswego County
Commission Expires October 11, 2026

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

8923522

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

David M. Solimine, Emil W. Solimine, Vincent G. Matthews, Adriana Giammichele

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

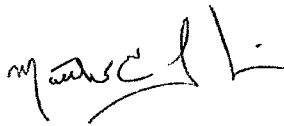
(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

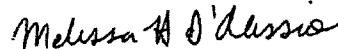
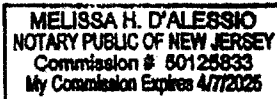
UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



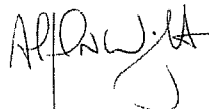
Melissa H. D'Alessio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 18th day of April 2023

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright, Senior Vice President



UNITED STATES FIRE INSURANCE COMPANY
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2021

<u>ASSETS</u>	
Bonds (Amortized Value).....	903,307,173
Preferred Stocks (Market Value).....	105,571,429
Common Stocks (Market Value).....	1,504,759,231
Mortgage Loans (Market Value).....	446,047,113
Cash, Cash Equivalents, and Short Term Investments.....	1,184,428,501
Derivatives.....	8,536,548
Other Invested Assets.....	336,487,236
Investment Income Due and Accrued.....	10,016,168
Premiums and Considerations.....	431,207,743
Amounts Recoverable from Reinsurers.....	68,151,803
Funds Held by or Deposited with Reinsured Companies.....	29,595,868
Net Deferred Tax Asset.....	160,701,318
Electronic Data Processing Equipment.....	2,011,585
Receivables from Parent, Subsidiaries and Affiliates.....	114,953,836
Other Assets.....	97,519,676
TOTAL ASSETS.....	\$ 5,403,295,228

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses).....	1,866,433,397
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....	88,108,310
Loss Adjustment Expenses.....	322,459,750
Commissions Payable, Contingent Commissions and Other Similar Charges.....	8,674,938
Other Expenses (Excluding Taxes, Licenses and Fees).....	75,718,281
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	32,725,021
Current Federal and Foreign Income Taxes.....	62,383
Unearned Premiums.....	845,288,567
Advance Premium.....	7,921,829
Ceded Reinsurance Premiums Payable.....	72,110,703
Funds Held by Company under Reinsurance Treaties.....	24,081,128
Amounts Withheld by Company for Account of Others.....	147,974,892
Provision for Reinsurance.....	3,350,178
Payable to Parent, Subsidiaries and Affiliates.....	13,084,638
Other Liabilities.....	41,952,278
TOTAL LIABILITIES.....	\$ 3,549,946,293
Common Capital Stock.....	18,780,000
Gross Paid In and Contributed Surplus.....	1,577,074,940
Unassigned Funds (Surplus).....	257,493,995
Surplus as Regards Policyholders.....	1,853,348,935
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS.....	\$ 5,403,295,228

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2021, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 29th day of March, 2022.
UNITED STATES FIRE INSURANCE COMPANY

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
DEMOLITION OF THE STRUCTURES AT #1 HILL HOUSE ROAD
RFB # 2023-48**

1. GENERAL SUMMARY/SCOPE OF WORK

- 1.1. The scope of work shall encompass the complete demolition and removal of all structures, including foundation walls, footings, retaining walls, stairs, etc. as noted on **Site Plan Drawing C-1** dated April 2023. The Demolition Contractor shall be solely responsible for satisfaction of all requirements described herein, including all attachments, drawings, and addendums. See attached Drawings and Specifications for additional detailed information.
- 1.2. The scope of work shall include initial abatement and legal disposal of hazardous asbestos containing materials and subsequent controlled demolition, removal and legal disposal of all structures, building components, portions of buildings, building equipment, building contents – furniture/equipment & debris, ancillary utilities, attached structures, basketball structure, incinerator structure, site debris, etc. from the property as indicated on attached Drawings and Specifications. See attachments; *Site Plan Drawing C-1, Report of Pre-Demolition Asbestos Inspection by Alpine Environmental Services Inc., dated 11/7/2022 and Asbestos Abatement Specification Section 028213.*
- 1.3. Demolition Contractor shall perform all work and dispose of all materials and building components in accordance with all applicable Codes, Regulations, and Standards including but not limited to;

Federal Regulations:

- 29 CFR 1910.1001, "Asbestos" (OSHA)
- 29 CFR 1910.1200, "Hazard Communication" (OSHA)
- 29 FR 1910.134, "Respiratory Protection" (OSHA)
- 29 CFR 1910.145, "Specification for Accident Prevention Signs and Tags" (OSHA)
- 29 FR 1926, "Construction Industry" (OSHA)
- 29 CFR 1926.1101, "Asbestos, Tremolite, Anthophyllite, and Actinolite" (OSHA)
- 29 FR 1926.500 "Guardrails, Handrails and Covers" (OSHA)
- 40 FR 61, Subpart A, "General Provisions" (EPA)
- 40 FR 61, Subpart M, "National Emission Standard for Asbestos" (EPA)
- 49 CFR 171-172, Transportation Standards (DOT)

New York State Regulations:

- 12 NYCRR, Part 56, "Asbestos", Industrial Code Rule 56 (DOL) (amended January 11, 2006).

Demolition of Structures at #1 Hill House Road

6 NYCRR, Parts 360, 364, Disposal and Transportation (DEC)
10 NYCRR, Part 73, "Asbestos Safety Program Requirements" (DOH)
Building Code of New York State and related Reference Standards and Provisions

Standards and Guidance Documents:

American National Standard Institute (ANSI) Z88.2-80, Practices for Respiratory Protection
ANSI Z9.2-79, Fundamentals Governing the Design and Operation of Local Exhaust Systems
EPA 560/585-024, Guidance for Controlling Asbestos Containing Materials in Buildings (Purple Book)
EPA 530-SW-85-007, Asbestos Waste Management Guidance
ASTM Standard E1368 "Standard Practice for Visual Inspection of Asbestos Abatement Projects."

- 1.4. The Demolition Contractor shall provide notification of intent to commence asbestos abatement activities as indicated below;
 - 1.4.1. At least ten (10) Working days prior to beginning abatement activities, send written notification to:
*U.S. Environmental Protection Agency
National Emissions Standards for Hazardous Air Pollutants (NESHAPS)
Coordinator
26 Federal Plaza
New York, NY 10007.*
 - 1.4.2. At least ten (10) days prior to beginning abatement activities send written notification to:
*New York State Department of Labor
Division of Safety and Health, Asbestos Control Program.
State Office Campus
Building 12 - Room 454
Albany, NY 12240*
 - 1.4.3. The Contractor is required to send notifications to regulatory agencies via mail or package delivery service that will provide proof of delivery and receipt.
 - 1.4.4. The Contractor shall post and/or provide Building Occupant Notification at least 10 days prior to beginning abatement activities as required by Code Rule 56.
- 1.5. Controlled Demolition work shall **not** commence until all areas have been completely abated, legally disposed and acceptable final clearance results are available.

- 1.6. Albany County shall engage the services of a **Project Monitor who shall serve as the Owner's Representative in regard to the performance of the asbestos abatement Project and provide direction as required throughout the entire abatement Project period.** Project Monitor shall perform and oversee air monitoring and visual site clearances/approvals.
- 1.7. Existing overhead power to building shall be terminated prior to beginning any demolition activities. **Demolition Contractor shall coordinate with Albany County and National Grid to terminate power to structure.** Demolition Contractor shall be responsible to provide power necessary for their Abatement Subcontractor as required to perform their removal work per all applicable rules, regulations and standards. Coordinate the start of work with the County and National Grid. **The existing buildings do not have gas service supplied by National Grid.** At some point the main building utilized propane gas for cooking, but tanks have been removed.
- 1.8. The location of underground improvements or encroachments, if any exist, or as shown on Site Plan Drawing C-1, are not certified. There may be underground utilities, the existence of which are not known. Size and location of all underground utilities and structures must be verified by the appropriate authorities. **DIGSAFE 811 New York** must be notified prior to demolition of any structures. Demolition Contractor shall also engage private utilities/subsurface exploration of the proposed site (not covered by NYS DIGSAFE 811 public callouts/markings) as required for excavation/removals associated with water/sewer termination, and demolition/removal of all concrete building foundations, concrete slabs, concrete retaining walls & stairs, etc.
- 1.9. **Demolition Contractor shall coordinate with Albany County and Town of Colonie Division of Pure Waters to terminate the existing sewer and water lines.** Sewer line shall assume to be terminated near sewer line man hole northeast of building adjacent to roadway (noted on Site Plan Drawing C-1). Water line shall assume to be terminated at water main line running along roadway. **Demo contractor shall obtain sewer and water termination permits from the Town of Colonie, Department of Public Works, Division of Pure Waters (518-783-2766)** and shall be responsible for all their requirements, including but not limited to; completing & submitting permit application, permit fees, submitting insurance documents (General Liability and Workers Compensation), adhering to Pure Water specifications and passing inspections prior to backfilling.
- 1.10. Scope of work includes the complete demolition and removal of all structures, including foundation walls and footings. **Contractor shall backfill excavation**

left from removal of structures flush with adjacent grades. Backfill materials shall conform to ASTM D 2487 Soil groups GW, GP, GM, SW, SP and SM or a combination of these materials free of rock or gravel larger than 3” in any dimension, debris, frozen materials, vegetation and other deleterious matter. Compact all backfill in maximum 12” lifts to 90% of standard Proctor Density per ASTM D-698.

- 1.11. Provide material, labor, equipment, and installation to complete all necessary work as specified herein.
- 1.12. Coordinate all work with the Albany County Department of General Services Facility Engineering Division (ACFE).
- 1.13. Field verify all Project conditions and dimensions prior to the start of any construction. Any discrepancies, substitutions or changes shall be brought to the attention of ACFE prior to the start of any construction.
- 1.14. Start work immediately upon receiving a Notice to Proceed from the County.
- 1.15. Contractor shall be responsible for keeping all areas of the work site contained within limits of work zone and provide adequate barricades or means of access. Construction waste and debris shall be moved off site in a timely manner and as regulatory requirements allows/dictates.
- 1.16. Perform demolition in such manner as to eliminate hazards to persons and property; to minimize interference with use of adjacent areas, utilities and structures or interruption of use of such utilities; and to provide free passage to and from such adjacent areas of structures.
- 1.17. Provide safeguards, including warning signs, barricades, temporary fences, warning lights, and other similar items that are required for protection of all personnel during demolition and removal operations.
- 1.18. Maintain fences, barricades, lights, and other similar items around exposed excavations until such excavations have been completely filled.
- 1.19. Provide enclosed dust chutes with control gates from each floor to carry debris to truck beds and govern flow of material into truck. Provide overhead bridges of tight board or prefabricated metal construction at dust chutes to protect persons and property from falling debris.
- 1.20. Prevent spread of flying particles and dust. Sprinkle rubbish and debris with water to keep dust to a minimum and as dictated by regulatory requirements. Do not use

water if it results in hazardous or objectionable condition such as, but not limited to; ice, flooding, or pollution.

- 1.21. Remove existing utilities as indicated or uncovered by work and terminate in a manner conforming to the nationally recognized code covering the specific utility and approved by the County Engineer. When Utility lines are encountered that are not indicated on the drawings, the County Engineer shall be notified prior to further work in that area.
- 1.22. Limit use of site to work in areas indicated, and do not disturb portions of project site beyond areas in which the work is indicated. ALL REMOVAL OF BUILDING DEMOLITION WASTE/DEBRIS SHALL BE PERFORMED IN A SAFE MANNER, NOT TO ALLOW TRACKING OF DEBRIS OR SOILS ONTO ROADWAYS LEAVING SITE.
- 1.23. Provide not less than 72 hours' notice to ACFE of activities that will affect adjacent building operations.
- 1.24. Contractor shall assume to perform all general work during regular business hours, between 7:00 AM and 4:00 PM, Monday through Friday, non-holidays.
- 1.25. Obtain necessary permits from the **Albany County Office of Code Enforcement prior to beginning work. Contractor shall be solely responsible for scheduling Code inspections.**

SECTION 028213 - ASBESTOS ABATEMENT

PART 1 - GENERAL

1.1 SCOPE

Perform all operations in connection with asbestos abatement, encapsulation, removal and related work as shown on drawings and/or specified herein.

1.2 DESCRIPTION OF WORK;

A. Removal;

Below is a brief description of the estimated quantities of asbestos containing materials to be abated. These quantities are for informational purposes only and are based on the best information available at the time of the specification preparation. The Contractor shall satisfy himself as the actual quantities to be abated. All asbestos containing materials listed below must be removed from this building. Nothing in this section may be interpreted as limiting the extent of work otherwise required by this contract and related documents.

Removal, clean-up, disposal, and disturbance of asbestos containing materials in appropriate regulated areas in the following approximate quantities;

1 Hill House Road, Albany, New York:

Roofing (Front Porch - Beneath EPDM) estimated 410 square feet

B. Special Precautions:

1. Coordinate with the Owner's Representative for the shutdown and isolation of all electrical circuits and air movement systems within the regulated area from that of the rest of the building to prevent any contamination outside of the regulated area. Refer to the section of this document entitled: "Preparation of Regulated area," of this section relative to shutdown of mechanical and electrical systems.
2. The abatement contractor shall seal all accessible penetrations in the roof deck that may allow asbestos roofing material debris to fall through into the building during roofing removal work. Penetrations shall be sealed from the under side of the roof deck using plastic, tape, or caulking.
3. If roofing materials fall into the building during roofing removal work, the contaminated area(s) shall be cleaned in accordance with the requirements of ICR 56, including but not limited to; personal/waste decontamination systems, critical barriers, negative pressure, and air monitoring. All additional expenses incurred as part of this clean-up of roofing debris from the interior of the building will be borne by the abatement contractor.

1.3 REFERENCES

A. General Reference:

1. All work under this contract shall be done in strict accordance with all applicable Federal and State regulations, standards and codes governing asbestos abatement and any other trade work done in conjunction with the abatement.

2. The most recent edition of any relevant regulation in force at the time of bid opening shall be in effect. Where conflict among the laws, rules, and regulations or with these specifications exists the most stringent requirements shall be utilized.
3. The Contractor shall make available, in the clean room of the personal decontamination system, copies of this specification and all standards, regulations, and codes listed hereinafter.

B. Specific Reference:

1. New York State Codes, Rules and Regulations (NYCRR):
12 NYCRR Part 56 - Industrial Code Rule No. 56, Asbestos, As Amended – Effective March 21, 2007; Applicable Variances, or Site-Specific Variance
6 NYCRR Part 360 - 2.17 (p) - Asbestos Waste Disposal at a Sanitary Landfill.
6 NYCRR Part 364 – Hazardous Waste Transportation, Including Permitting
2. New York State Labor Law:
Article 30 - Asbestos or Products Containing Asbestos: Licensing,
3. Occupational Safety and Health Administrations (OSHA):
Title 29 Code of Federal Regulations (CFR) Section 1910.1001 - General Industry Standard for Asbestos.
29 CFR Section 1910.134 - Respiratory Protection (Amended 1998).
29 CFR Section 1926.1101 - Construction Industry Safety and Health Standards for Asbestos.
29 CFR Section 1926.62 - Lead
4. Environmental Protection Agency (EPA):
Title 40 CFR Part 61 Subparts A and M (Revised Subpart B) - National Emission Standards for Hazardous Air Pollutants.
40 CFR Part 61.146 - Standard for Demolition and Renovation: Notification Requirements.
40 CFR Part 763 – Asbestos Hazard Emergency Response Act
5. US Department of Transportation:
49 CFR 106, 107, 171-179, "The Transportation Safety Act of 1974, Hazardous Material Transportation Act".
6. American National Standards Institute (ANSI) Publications:
Z9.2-79 - Fundamentals Governing the Design and Operation of Local Exhaust Systems.
Z88.2-80 - Practice for Respiratory Protection.
7. Temporary Fire Protection:
NFPA 10 - Standard for Portable Fire Extinguishers
NFPA 241 - Standard for Safeguarding Construction, Alterations and Demolition Operations.
8. American Society for Testing Materials:
ASTM 1368-97 – Standard Practice for Visual Inspection of Asbestos Abatement Projects
9. All other applicable regulations in effect at the time the work is conducted.

1.4 QUALIFICATIONS

The prospective Contractor who is to perform the asbestos abatement work, shall submit to the Architect/Engineer the data hereinafter requested within ten (10) days after Bid Opening. The proposed asbestos abatement Contractor will be awarded a Contract, only if data submitted is determined to be favorable in all instances, by the Architect/Engineer, and the prospective Contractor further meets the qualifications requirements specified in the Instructions to Bidders.

The proposed asbestos abatement Contractor shall:

- A. Provide a list of five projects performed within the last two years and include the dollar value of all projects. Provide project references to include owner, consultant, and air monitoring firm's

name, contact person, address and phone number. Include descriptions of projects and records of all air monitoring data that was generated during the projects.

- B. Submit a description of all major Asbestos Abatement Equipment owned by the prospective Contractor which is available for use on this project such as:
 - 1. Respiratory protection equipment.
 - 2. HEPA vacuum equipment.
 - 3. Negative air pressure equipment.
 - 4. Spray equipment for amended water.
 - 5. Equipment used for shower facilities in decontamination enclosure system.
- C. Submit a list of names, and evidence of certification for all employees that will be assigned to this project:
 - 1. The abatement contractor firm's "competent person" and any other personnel performing supervisory duties must be certified by the New York State Department of Labor as having successfully completed a comprehensive 5-day course for Asbestos Abatement Contractors and Supervisors.
 - 2. Contractor's employees who perform asbestos abatement activities must be certified by the New York State Department of Labor as having successfully completed a comprehensive 4-day course for Asbestos Abatement Workers.

1.5 DEFINITIONS

- A. ACGIH: American Conference of Governmental Industrial Hygienists
- B. AIHA: American Industrial Hygiene Association
- C. Air Monitoring: The process of measuring the fiber content of a known volume of air collected during a specific period of time, using accepted methodologies.
- D. Air Sampling Professional: The Professional contracted or employed by the building owner or owner's representative to supervise and conduct air monitoring and analysis schemes. This individual shall not be affiliated in any way other than through this contract with the Contractor performing the abatement work.
- E. ANSI: American National Standards Institute
- F. Asbestos: Means the asbestiform varieties of chrysotile (serpentine); crocidolite (riebeckite); amosite (cummingtonite-grunerite); tremolite; anthophyllite, and actinolite.
- G. Asbestos Containing Material (ACM): Material composed of asbestos of any type and in an amount greater than 1%, either alone or mixed with other fibrous or nonfibrous materials.
- H. Asbestos Containing Waste Material: Asbestos containing material or asbestos contaminated objects requiring disposal.
- I. ASTM: American Society for Testing and Materials
- J. Authorized Visitor: The Building Owner (and designated representatives) and any representative of a regulatory agency having jurisdiction over the project.

- K. Certified Industrial Hygienist (CIH): An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.
- L. Competent Person: Means one who is capable of identifying existing asbestos hazards in the workplace and who has the authority to take prompt corrective measures to eliminate them.
- M. Decontamination Enclosure: A decontamination system consisting of a clean room, a shower room, and an equipment room separated from each other and from the regulated area by airlocks. This system is used for all workers to enter and exit the regulated area and may also serve as equipment and waste pass out on small jobs.
- N. Department of Labor (DOL): A New York State agency that protects the safety and health of workers and the public.
- O. Encapsulation: The application of a bridging or penetrating liquid material to asbestos containing materials to control the release of asbestos fibers into the air. The bridging liquid material creates a membrane over the surface and the penetrating liquid material seeps through the surface and binds all components together.
- P. Enclosure: The construction of an airtight, impermeable, permanent barrier around asbestos containing material to control the release of asbestos fibers into the air.
- Q. EPA: U. S. Environmental Protection Agency
- R. Glovebag Technique: A method with limited applications for removing small amounts of friable asbestos-containing material from ducts, short piping runs, valves, joints, elbows, and other nonplanar surfaces in a regulated area. The glovebag is constructed and installed in such a manner that it surrounds the object or material to be removed and contains all asbestos fibers released during the process.
- S. HEPA Filter: A high efficiency particulate air filter capable of removing particles 0.3 microns in diameter with 99.97% efficiency.
- T. HEPA Vacuum: A vacuum system equipped with HEPA filtration.
- U. NESHAP: National Emission Standards for Hazardous Air Pollutants
- V. OSHA: The Occupational Safety and Health Administration
- W. Permissible Exposure Limits (PELs): No personnel associated with asbestos abatement work shall be exposed to an airborne concentration of asbestos in excess of the following limits, as determined by the method prescribed in Appendix A to OSHA 29 CFR 1926.1101, or by an equivalent method:
 - 1. P.E.L. is 0.1 fiber per cubic centimeter of air as an eight (8) - hour time-weighted average.
 - 2. Excursion Limit (EL) 1.0 fiber per cubic centimeter of air as averaged over a sampling period of thirty (30) minutes.
- X. Regulated Area: An area identified by specific boundaries where airborne concentrations of asbestos exceed, or can reasonably be expected to exceed the PEL and/or Excursion Limit. The regulated area may take the form of:
 - 1. A temporary negative-pressure enclosure, or
 - 2. An area specifically identified and segregated in any manner that minimizes the number of employees exposed to asbestos.

- Y. Surfactant: A chemical wetting agent added to water to improve penetration.
- Z. Visible Emissions: Any emissions containing particulate asbestos material that is visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
- AA. Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with water and afterwards thoroughly decontaminated or disposed of as asbestos contaminated waste.

1.6 SUBMITTALS AND NOTICES

The Contractor shall be fully responsible for ensuring that the samples, materials, and equipment used to perform this project comply with the Project Manual and for ensuring their suitability for use in the complete performance of this contract. Any deviations from the Contract Documents shall be boldly marked on the submittals by the Contractor for review by the Construction Manager.

- A. Pre-Contract Submittals: Within five days after the opening of bids, the apparent low bidder shall be required to submit the following documentation:
 - 1. Contractor's Asbestos Handling License issued by the New York State Department of Labor.
 - 2. The number of years engaged in asbestos removal.
 - 3. An outline of the worker training course and medical surveillance program conducted by the contractor.
 - 4. A standard operating procedures manual describing work practices and procedures, equipment, type of decontamination facilities, respiratory program, special removal techniques, etc.
 - 5. Citations/Violations/Legal Proceedings - Submit a notarized statement describing:

Any citations, violations, criminal charges, or legal proceedings undertaken or issued to either the abatement contractor, including companies owned by said owner, or owner of the building where contractor was performing work. These citations, violations, criminal charges, or legal proceedings may have been undertaken or issued by any law enforcement, regulatory agency, or consultant concerning performance on abatement contracts within the past two years. Briefly describe the circumstances citing the project and involved persons and agencies as well as the outcome of any actions.

 - a. Any Stop Work Orders issued on projects within the past two years.
 - b. Any litigations or arbitration proceedings arising out of performance on past projects.
 - c. Any liquidated damages assessed within the last two years.
 - 6. Preliminary Schedule
 - a. Provide an estimate of manpower to be utilized and the time for completion of each major work area. Include estimated size and number of crews and work shifts.
- B. Pre-Work Submittals: The Asbestos Material Abatement Contractor shall submit to the Architect/Engineer, within seven days prior to the pre-construction conference, three (3) copies of the documents listed below.
 - 1. Progress Schedule:
 - a. Show the complete sequence of construction by activity and the sequencing of work within each building or section of the work.

- b. Show the dates for the beginning and completion of each major element of work including substantial completion dates for each work area, building or phase.
 - c. Show projected percentage of completion for each item, as of the first day of each month.
 - d. Show final inspection dates.
2. Notifications: Submit notification required by federal, state, and local regulations together with proof of timely transmittal to agencies requiring the notice (e.g., certified mail return receipt).
 - a. The Contractor shall provide notification of intent to work on Asbestos Containing Materials. At least 10 days prior to the beginning of the asbestos abatement, send written notification to the New York State Department of Labor, Worker Protection Central Processing, Asbestos project Notification – Room 290B, State Campus - Building 12, Albany, New York, 12240. A separate notification must be sent for each building.
 - b. At least 10 working days prior to the beginning of the removal project, send written notification to: United States Environmental Protection Agency – Region 2, Division of Enforcement & Compliance Assistance – Air Compliance Branch, 290 Broadway – 21st Floor, New York, New York 10007-1866, in accordance with 40 CFR 61.145 (b).
3. Permits: Submit copies of current valid permits required by state and local regulations, including arrangements for storage, transportation, and disposal of contaminated material.
4. Certificate of Insurance: Contractor must possess General Liability Insurance as well as Pollution Liability. Contractor may be required to name building owner, architect, etc. as Additional Insured.
5. Abatement Work Plan: Provide plans which clearly indicates all work areas (numbered sequentially) including the locations and types of all decontamination chambers, entrance and exits to the work area, type of abatement activity/technique, number and location of negative air units and exhaust including calculations, and the proposed location and construction of storage facilities and field office.
6. Equipment: Submit manufacturer's information of vacuums, negative air pressure equipment, respirators, and air supply equipment, etc. Provide certification that all equipment meets applicable requirements of OSHA and EPA.
7. Samples: Submit samples of warning notices to be posted, catalog descriptions of protective clothing, replacement materials, etc.
8. Worker Training and Medical Surveillance: The Contractor shall submit a list of the people who will be employed by him and his subcontractors in the removal work. Present evidence that workers have received proper training required by the regulations and the medical examinations required by OSHA 29 CFR 1928.38.
9. Logs: Specimen copies of daily progress log, visitor's log, and disposal log.
10. Material List: A complete materials list of all items proposed to be furnished and used under this contract.
11. Sub-Contractors List: The prime contractors shall submit a list of all subcontractors to be used on the project.
12. Material Safety Data Sheets (MSDS): Submit copies of MSDS for each chemical or material used for the project (encapsulant, surfactant, mastic remover, etc.).
13. Project Supervisor: Submit the resume of the proposed Project Supervisor.
14. Rental Notifications: Submit copies of notices sent to rental suppliers informing them of the nature of the work for which the contractor intends to use the equipment.
15. Worker's Acknowledgments: Submit statements signed by each employee that the employee has received training in the proper handling of asbestos containing materials; understands the

health implications and risks involved; and understands the use and limitations of the respiratory equipment to be used.

C. Project Close-Out Submittals:

1. Submit copies of all completed "Transportation and Disposal Manifest" forms for all asbestos waste materials removed from the regulated area during the abatement process prior to requesting final payment.
2. Submit OSHA compliance air monitoring records conducted during the work.
3. Submit copies of the daily progress log.
4. Submit copies of the Visitor's log.
5. Submit Certificate of Visual Inspection.

D. During Abatement Activities, Contractor shall submit to the Owner's Representative, if requested:

1. Weekly (or as required) job progress reports detailing abatement activities. Include review of major problems and action taken, injury reports, equipment breakdown.
2. Copies of daily work site entry log books with information on worker and visitor access.
3. Logs documenting filter changes on HEPA vacuums, negative pressure ventilation units, local exhaust ventilation systems, and other engineering controls.
4. Results of bulk material analysis and air sampling data collected during the course of the abatement including OSHA compliance air monitoring results.
5. Results of materials testing conducted during the abatement for purposes of utilization during abatement activities (e. g., testing of encapsulant for depth of penetration, testing of materials for adherence to encapsulated surfaces).
6. Any new asbestos abatement employee hired, who has not been previously reported, complete data must be submitted, consisting of: experience, certification, respirator test fitting, physicians' determination of employee's ability to work while wearing respirator and evidence of medical monitoring.
7. Contractor shall post at the entrance to the regulated area a list containing the names, addresses, and telephone numbers of the Contractor, Fire Department and any other personnel who may be required to be contracted during abatement activities.

1.7 SITE SECURITY

- A. Contractor shall be responsible for the security of the regulated area(s) during abatement operations in order to protect work efforts and equipment.
- B. The regulated area shall be restricted to only authorized, trained, and protected personnel. These may include the Contractor's employees, employees of subcontractors, state representatives, and any other designated individuals. A list of authorized personnel shall be established prior to job start and posted in the clean room of the decontamination facility.
- C. Contractor shall immediately decontaminate (if required) and evict any unauthorized individual entering the regulated area and notify the Building Owner's Representative of action taken and identity of the unauthorized individual.
- D. A logbook shall be maintained in the clean room area of the decontamination system. Anyone who enters the regulated area must record name, affiliation, time in, and time out for each entry.
- E. Access to the regulated area shall be through a single personal decontamination system or airlock where the personal decontamination system is remote from the regulated area. All other means of

access (doors, windows, hallways, etc.) shall be blocked or locked so as to prevent entry to or exit from the regulated area. The only exceptions to this rule are the waste decontamination system, and emergency exits in case of fire or accident. Emergency exits shall not be locked from the inside; however, they shall be sealed with polyethylene sheeting and tape until needed.

1.8 EMERGENCY PLANNING

- A. Written emergency plan shall be submitted through the Owner's Representative and approved by the Architect/Engineer prior to the initiation of abatement activities.
- B. Emergency procedures shall be in written form and prominently posted in the clean room and equipment room of the worker decontamination area. Everyone prior to entering the regulated area must read and sign these procedures to acknowledge receipt and understanding of work site layout, location of emergency exits and emergency procedures.
- C. Emergency planning shall include considerations of fire, explosion, toxic atmospheres, electrical hazards, slips, trips and falls, confined spaces and heat related injury. Written procedures shall be developed and employee training in procedures shall be provided.
- D. Employees shall be trained in evacuation procedures in the event of workplace emergencies under the following conditions:
 - 1. For non-life-threatening situations, employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers, if necessary, before exiting the workplace to obtain proper medical treatment.
 - 2. For life-threatening injury or illness, worker decontamination shall take least priority, after measures to stabilize the injured worker, remove the worker from the workplace and secure proper medical treatment.
- E. Telephone numbers of all emergency response personnel shall be prominently posted in the clean room and equipment room, along with the location of the nearest telephone.

1.9 PRECONSTRUCTION MEETING

- A. The Contractor shall attend a preconstruction meeting to be conducted at a time and place designated by the Owners Project Representative. All parties having an active role in the asbestos abatement will be in attendance.
- B. The Contractor, Contractor's competent person and other supervisory personnel who will provide on-site direction of the abatement activities must attend.
- C. At this meeting the Contractor shall provide all documentation as required by the section of this document entitled: "Submittals and Notices," herein. In addition, the Contractor shall be prepared to provide detailed information concerning:
 - 1. Preparation of regulated area.
 - 2. Personal protective equipment including respiratory protection and protective clothing.
 - 3. Employees who will participate in the project, including delineation of experience, training, certification, and assigned responsibilities during the project.
 - 4. Decontamination procedures for personnel, regulated area and equipment.
 - 5. Abatement methods and procedures to be utilized.
 - 6. Required air monitoring procedures.

7. Procedures for handling and disposing of waste materials.
8. Procedures for final decontamination and cleanup.
9. A sequence of work and performance schedule.
10. Procedures for dealing with heat stress.
11. Emergency procedures.
12. Methods of adhering plastic sheeting to the surfaces to be covered.

1.10 DELIVERY, STORAGE AND HANDLING

- A. Deliver all materials in the original packages, containers or bundles bearing the name of the manufacturer and the brand name.
- B. Damaged, deteriorating or previously used materials shall not be used and shall be removed from the work site and disposed of properly.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Polyethylene sheeting for critical barriers, and stationary objects shall be fire retardant and a minimum of six (6) mil thickness and shall be used in widths selected to minimize the frequency of joints. Polyethylene sheeting utilized for decontamination enclosure shall be opaque white in color. Reinforced polyethylene sheeting shall be used for the floor of the decontamination facilities.
- B. Disposal bags shall be of six (6) mil polyethylene, preprinted with labels as required by EPA NESHAP.
- C. Disposal drums for transporting disposal bags shall be metal or fiberboard with locking ring tops.
- D. Stick-on labels as per EPA, and OSHA requirements for disposal containers.
- E. Surfactant (Wetting Agent): A chemical wetting agent added to water to reduce the surface tension of the water and improve its penetration for added mitigation of airborne fiber release.
- F. Encapsulating Agent or Encapsulant: A liquid material, which can be applied to asbestos material and which prevents the release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together and to the substrate (penetrating encapsulant).

2.2 EQUIPMENT

- A. Air Purifying Respirators:
 1. Respirator bodies shall be of half face or full-face type with removable cartridges. Single use, disposable or quarter face respirators shall not be used. Full face respirators shall be equipped with a nose cup or other anti-fogging devices as would be appropriate for use in air temperatures less than 32 degrees F.

2. Filter cartridges shall, at a minimum, be HEPA type filters or with filters certified for particulates certified by NIOSH under 42 CFR Part 84.
- B. Full body disposable protective clothing, including head, body and foot coverings consisting of material impenetrable by asbestos fibers (Tyvek or equivalent) shall be provided to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.
- C. Additional safety equipment, such as hard hats, eye protection, safety shoes, fall protection, disposable PVC gloves, as necessary, shall be provided to all workers and authorized visitors where required.
- D. Provide hand tools such as scrapers, wire cutters, brushes, utility knives, wire saws, as the work requires.
- E. Sprayers with pumps capable of providing 14-15 pounds per square inch (psi) at the nozzle tip at a flow rate of 2 gallons per minute for spraying amended water.
- F. Rubber dust pans and rubber squeegees shall be provided for cleanup.
- G. Brushes utilized for removing loose asbestos containing material shall have nylon or fiber bristles, not metal.
- H. A sufficient supply of HEPA filtered vacuum systems shall be available during cleanup.
- I. Airless spray equipment with an adjustable low-pressure nozzle shall be provided for spraying encapsulants. Nozzle tip size and pressure adjustment shall conform to encapsulant manufacturers written recommendations.
- J. Heavy duty power cables for temporary electrical service.
- K. Warning Signs and Labels: As required per OSHA Regulation 29 CFR 1926.1101(k).

Text on warning signs for regulated areas, may be found at paragraph 1910.1001(j)(4)(ii)(A), wherein the legend on the warning sign must read:

**DANGER
ASBESTOS
MAY CAUSE CANCER
CAUSES DAMAGE TO LUNGS
AUTHORIZED PERSONNEL ONLY**

Where the use of respirators and protective clothing is required in the regulated area, the warning signs shall include the following:

**WEAR RESPIRATORY PROTECTION
AND PROTECTIVE CLOTHING IN THIS AREA**

- L. Other equipment the Contractor deems necessary for asbestos abatement work shall be submitted to the Architect/Engineer for approval prior to their use.

PART 3 - EXECUTION

3.1 GENERAL COMPLIANCE MEASURES

- A. Mandatory Protection Conditions: Contractor's employees shall wear appropriate respiratory protection and protective clothing under the following conditions:
1. After the installation of the personal decontamination system, Contractor's employees shall wear appropriate respiratory protection and protective clothing in compliance with current OSHA regulations in the regulated abatement areas.
- B. Control Measures: The Contractor shall use a combination of the following control methods to achieve compliance with the "Permissible Exposure Limits" defined hereinbefore:
1. Local exhaust ventilation equipped with HEPA filter dust collection systems.
 2. Vacuum cleaners equipped with HEPA filters.
 3. Use of wet methods, wetting agents to control employee exposures during their performance of asbestos abatement activities.
- C. Types of Respiratory Protection: The following Table represents the minimum respiratory protection required for given airborne concentrations of asbestos:

<u>Airborne Concentration of Asbestos</u>	<u>Required Respirator</u>
Not in excess of 1 f/cc (10 X PEL)	1. Half-face air purifying respirator equipped with high-efficiency filters.
Not in excess of 5 f/cc (50 X PEL)	1. Full-face air purifying respirator equipped with high-efficiency filters.
Not in excess of 10 f/cc (100 X PEL)	1. Any powered air purifying respirator equipped with high efficiency filters. 2. Any supplied air respirator operated in continuous flow mode.
Not in excess of 100 f/cc (1,000 X PEL)	1. Full facepiece supplied air respirator operated in pressure demand mode.
Greater than 100 f/cc (1,000 X PEL) or unknown concentration	1. Full facepiece supplied air respirator operated in pressure demand mode equipped with an auxiliary positive pressure self-contained breathing apparatus.

NOTE: Respirators assigned for higher environmental concentrations may be used at lower concentrations.

A high-efficiency filter means a filter that is at least 99.97 percent efficient against mono-dispersed particles of 0.3 micrometers in diameter or larger.

- D. Employee Rotation: The Contractor shall not use employee rotation as a means of compliance with Permissible Exposure Limits (TWA and/or Excursion Limit).

- E. Supervision: The Contractor shall have a project supervisor on site at all times that only supervises the project and is responsible to assure contract and regulatory compliance.

3.2 PREPARATION OF REGULATED AREA _ ROOFS

- A. Place all machinery, materials, equipment and supplies necessary to isolate the regulated area inside the regulated area. Remove all movable material/equipment and secure all unmovable material/equipment. Properly secured material/equipment shall be considered outside the regulated area.
- B. Post warning signs at all approaches to a regulated area. Signs shall be posted at a distance sufficiently far enough away from the regulated area to permit any person to read the sign and take the necessary protective measures to avoid exposure.
- C. All electrical circuits to the area in which asbestos abatement work is to take place must be shut down and locked out. The abatement contractor shall provide temporary power to the regulated work area and ensure safe installation of temporary power sources and equipment used where high humidity and water shall be sprayed in accordance with all applicable codes. All temporary power to the regulated work area shall be brought in from outside the regulated work area. This temporary power shall be protected by ground fault circuit interrupters (GFCI) before entry into the regulated work area.
- D. All openings, including operable windows, doors, ducts, grills, communicating openings, etc., one (1) story above and one (1) story below the roof level of the regulated abatement work area shall be sealed with two (2) layers of at least six (6) mil fire retardant plastic sheeting. All vent openings that cannot be sealed shall be extended vertically a minimum of eight (8) feet and remain in operation.
- E. Prior to placement of critical barriers, affected surfaces shall be pre-cleaned using HEPA filtered vacuum equipment and wet cleaning methods. The critical barriers shall be removed only after the asbestos project is complete.
- F. A polyethylene drape or curtain may be used instead of plasticizing the windows individually. The drape may be removed after the asbestos project is complete. The drape or curtain, if used, shall be made of two (2) layers of a continuous eighteen (18) foot curtain of at least six (6) mil plastic sheeting hung from the top of the wall or parapet. The plastic curtain shall be secured using nailer strips and ram set charges or other methods approved by the building owner's authorized representative. The bottom of the plastic curtain shall be sufficiently weighted or anchored to prevent lifting due to winds. Curtain seams shall overlap at least twelve (12) inches and be sealed with duct tape front and back. The curtain ends and each seal shall be reinforced by stapling furring strips to the plastic. The plastic curtain shall extend a minimum of fifteen (15) feet beyond the last opening within twenty-five (25) feet of the regulated abatement work area. When removed, the plastic curtain shall be disposed of as asbestos waste.
- G. Any windows on the floor below or above and within twenty-five (25) feet of the immediate work area need to be plasticized, but if safety reasons dictate, they may be plasticized from inside the building/structure.
- H. Any fixed or non-operable window on the floor below or above and within twenty-five (25) feet of the immediate work area need not be plasticized but shall be sealed using caulking or duct tape.

- I. Shutdown and lock out all heating, cooling and air conditioning system (HVAC) components that are in, or pass through the regulated area. Appropriate equipment and control measures shall be utilized to prevent contamination of building spaces. Seal all intake and exhaust vents in the work area with tape and two layers of 6 mil fire retardant polyethylene. Also seal any seams in system components that pass through the regulated area.

3.3 DECONTAMINATION ENCLOSURE SYSTEMS

A. Personal Decontamination Enclosure System:

1. A decontamination enclosure system, or airlock where a remote decontamination system is used, shall be provided at each location where workers will enter or exit a regulated area.
2. The personal decontamination enclosure system shall consist of at least a clean room, a shower room, and an equipment room, each separated from each other and from the regulated area by air locks.
3. Entry to and exit from all airlocks and decontamination enclosure system chambers shall be through curtained doorways consisting of three layers of overlapping six (6) mil polyethylene sheeting. The curtain doorway sheets shall be secured at the top and one side opposite each other. All curtains shall have weights attached to the bottom to ensure that they hang straight and maintain a seal over the doorway when not in use.
4. Access between any two rooms in the decontamination enclosure system shall be through an airlock with at least three (3) feet separating each curtained doorway. Pathways into (from clean to contaminated) and out from (contaminated to clean) the regulated area shall be clearly designated.
5. Clean room shall be sized to adequately accommodate the work crew, air sampling technician, and the project monitor. Clean disposable clothing, replacement filters for respirators, disposable towels and other necessary items shall be provided in adequate supply at the clean room. A location for postings shall also be provided in this area. A lockable door shall be used to permit access into the clean room from outside the regulated area, and shall be used to secure the regulated abatement work area and decontamination enclosure during non-work hours.
6. Shower room shall contain one or more shower heads as necessary to adequately accommodate workers. Each shower head shall be supplied with hot and cold water adjustable at the tap. The shower enclosure shall be constructed to insure against leakage of any kind. An adequate supply of soap and disposable towels shall be supplied by the Contractor and available at all times. Shower water shall be drained, collected and filtered as specified in the section of this document entitled: "Water Collection and Disposal," herein.
7. The equipment room shall be used for storage of equipment and tools at the end of a shift after workers have been decontaminated using a HEPA filtered vacuum and/or wet cleaning techniques as appropriate. Replacement filters (in sealed containers until used) for HEPA vacuums and negative pressure ventilation equipment, extra tools, containers of surfactant and other materials and equipment that may be required during the abatement may also be stored here as needed. A walk-off pan (a small children's swimming pool or equivalent filled with water) shall be located in the regulated area just outside the equipment room for workers to clean off foot coverings after leaving the regulated area and prevent excessive contamination of the worker decontamination enclosure system. A drum lined with a labeled six (6) mil polyethylene bag for collection of disposable clothing shall be located in this room. Contaminated rubber boots or other reusable footwear shall be stored in this area for reuse the following workday.

B. Waste Decontamination Enclosure System:

1. The roofing materials shall be transferred from the roof directly to the waste trailer/dumpster using a chute or lowered to the ground using a crane or hoist then transferred to the dumpster/trailer. Waste dumpsters/trailers shall be hard topped, lockable, and lined with two (2) layers of six (6) mil fire retardant plastic sheeting. Prior to transport from the work site, waste dumpsters/trailers shall be sealed using six (6) mil plastic sheeting, duct tape, and expandable foam as necessary.
2. Asbestos contaminated waste that has been containerized shall be transported out of the regulated area through the personal decontamination enclosure if a separate waste decontamination system has not been constructed.

3.4 MAINTENANCE OF ENCLOSURE SYSTEM

- A. All polyethylene barriers and decontamination enclosure systems shall be inspected at least twice daily by the Contractor's competent person prior to the start of each day's abatement activities and following the completion of the day's abatement activities. Document inspections and observations in the daily project log.
- B. Damage and defects in the enclosure system are to be repaired immediately upon discovery.
- C. Anytime during abatement activities, if visible emissions or water leaks are observed outside of the regulated area, tent, or enclosure of any type loses its integrity, work shall immediately stop, HVAC systems in the contaminated area will be shut down and all openings in HVAC system isolated, contaminated area will be isolated from uncontaminated areas using two (2) layers of six (6) mil fire retardant plastic sheeting, critical barriers will be installed on all openings within twenty-five (25) feet of the contaminated area, negative pressure shall be installed, and debris/residue cleaned up using appropriate HEPA vacuuming and wet mopping procedures.
- D. Personal decontamination system enclosures, waste decontamination system enclosures, and airlocks, if a remote personal decontamination system enclosure is used, shall be HEPA vacuumed or wet cleaned daily at the end of each work shift
- E. Use of enclosure system shall not commence until the following has been accomplished:
 1. Enclosure systems have been constructed, inspected, and tested.
 2. Negative pressure systems are functioning adequately.
 3. All pre-abatement submissions, notifications, postings and permits have been provided and approved by the Architect/Engineer, or Construction Representative, as applicable.
 4. All equipment for abatement, cleanup and disposal are on hand.
 5. All worker training is completed.

3.5 WORKPLACE ENTRY AND EXIT PROCEDURES

- A. All workers and authorized personnel shall enter the regulated area through the personal decontamination enclosure system.
- B. All personnel who enter the regulated area must sign the entry/exit log, located in the clean room, both upon entry and exiting the area.
- C. All personnel shall proceed first to the clean room, remove all street clothes, and appropriately don respiratory protection (as approved for the job conditions) and disposable coveralls, head covering and foot covering. Hard hats, eye protection and gloves shall also be utilized if required. Clean

respirators and protective clothing shall be provided and utilized by each person for each separate entry into the regulated area.

- D. Personnel wearing designated personal protective equipment shall proceed from the clean room through the decontamination enclosure system to the regulated area.
- E. Before leaving the regulated area all personnel shall remove gross contamination from the outside of respirators and protective clothing by brushing or wet wiping procedures. (Small HEPA vacuums with brush attachments may be utilized for this purpose.) Each person shall clean bottoms of protective footwear in the walk-off pan just prior to entering the equipment room.
- F. Personnel shall proceed to equipment room where they remove all protective equipment except respirators. Deposit disposable clothing into appropriately labeled containers for disposal.
- G. Reusable, contaminated footwear shall be stored in the equipment room when not in use in the regulated area. Upon completion of abatement, it shall be disposed of as asbestos contaminated waste. Rubber boots may be decontaminated at the completion of the abatement for reuse.
- H. Still wearing respirators, personnel shall proceed to the shower area, clean the outside of the respirators and the exposed face area under running water prior to removal of respirator and shower and shampoo to remove residual asbestos contamination. Various types of respirators will require slight modification of these procedures. An airline respirator with HEPA filtered disconnect protection may be disconnected in the equipment room and worn into the shower. A powered air purifying respirator facepiece will have to be disconnected from the filter/power pack assembly which is not waterproof, upon entering the shower. Cartridges must be in place for each new entry into the regulated area.
- I. After showering and drying off, proceed to the clean room and don street clothing even if there will be later reentry into the regulated area, or street clothes if it is the end of the work shift.
- J. Workers shall NOT eat, drink, smoke, chew gum or tobacco in the regulated area. To eat, drink or smoke, workers shall follow the procedure described above, then dress in street clothes before entering the nonregulated areas of the building.
- K. These procedures shall be posted in the clean room and equipment room.

3.6 WASTE CONTAINER DECONTAMINATION AND REMOVAL PROCEDURES

- A. The roofing materials shall be transferred from the roof directly to the waste trailer/dumpster using a chute or lowered to the ground using a crane or hoist then transferred to the dumpster/trailer. Waste dumpsters/trailers shall be hard topped, lockable, and lined with two (2) layers of six (6) mil fire retardant plastic sheeting. Prior to transport from the work site, waste dumpsters/trailers shall be sealed using six (6) mil plastic sheeting, duct tape, and expandable foam as necessary.
- B. Asbestos contaminated waste that has been containerized shall be transported out of the regulated area through the waste decontamination enclosure system (or through the personal decontamination enclosure if a separate waste decontamination system has not been constructed).
- C. The inside team wearing protective clothing and respirators appropriate for the contaminated regulated area shall clean the entire surface, including bottoms, of properly labeled bags, using HEPA vacuums and wet wiping techniques and transport them into the waste decontamination

system wash room. No worker from the inside team shall further exit the regulated area through this decontamination system.

- D. The team of workers, in full protective clothing and appropriate respiratory protection, shall be stationed in the waste washroom to accept the waste bags from the inside team and to wash them, dry them and place them into additional properly labeled bags.
- E. The washroom team will then transport the cleaned waste bags to the airlock between the washroom and the holding area.
- F. Workers from outside the regulated area wearing full protective clothing and appropriate respiratory protection, shall enter the airlock from outside the regulated area. No worker from the outside team shall further enter the regulated area through this decontamination system.
- G. The exit from this waste decontamination enclosure system shall be secured to prevent unauthorized entry.

3.7 WATER COLLECTION AND DISPOSAL

- A. Water from the decontamination shower shall be collected in a holding tank and filtered to remove particles of 0.5 microns or larger size before draining water into sanitary sewer system in accordance with applicable codes. The drainage and filtering system shall consist of the following:
 - 1. Submersible pumps shall be installed maintained and utilized in accordance with pertinent OSHA regulations and manufacturer's recommendations.
 - 2. A multistage filtering system containing a series of several filters with progressively smaller pore sizes shall be used to avoid rapid clogging of the filtering system by larger particles. Filtered wastewater shall be discharged in accordance with applicable codes. Contaminated filters shall be disposed of as asbestos contaminated waste.

3.8 WET REMOVAL PROCEDURE

- A. Wet all asbestos containing material with amended water solution using equipment capable of providing a fine spray mist, in order to reduce airborne fiber concentrations when the material is disturbed. Saturate the material to the substrate. Keep all removed material wet to prevent fiber release until it can be containerized for disposal. Maintain a high humidity in the regulated area by misting or spraying to assist in fiber settling and reduce airborne concentrations.
- B. Saturated asbestos containing material shall be removed in manageable sections. Removed material should be containerized before moving to a new location for continuance of work. Surrounding areas shall be periodically sprayed and maintained in a wet condition until visible material is cleaned up.
- C. Material removed from building structures or components shall not be dropped or thrown to the floor. Material should be removed as intact sections or components whenever possible. Asbestos containing materials, on detachment from the substrate, shall be directly bagged or placed into a flexible catch basin and subsequently bagged or containerized. Materials removed in negative pressure tent enclosure work areas shall be bagged or containerized immediately upon

detachment from the substrate. Additional amended water shall be added as necessary to the waste bags/containers to ensure that all waste remains adequately wet within the bag/containment.

- D. Bags shall be considered full when half their capacity have been filled. They should be securely sealed to prevent accidental opening and leakage by taping in gooseneck fashion. Do not seal bags with wire or cord.
- E. Large components removed intact may be wrapped in two (2) layers of six (6) mil polyethylene sheeting secured with tape for transport to the approved disposal site.
- F. Asbestos containing waste with sharp edged components (e.g., nails, screws, metal lath, tin sheeting) shall be placed into drums for disposal in lieu of polyethylene bags. Drums shall be marked to differentiate contents from those drums containing bagged material.
- G. After completion of all stripping work, surfaces from which asbestos containing materials have been removed such as plaster base coat or metal deck, etc., shall be wet brushed and sponged to remove all visible residue.

3.9 ROOFING MATERIALS REMOVAL

- A. All applicable requirements of OSHA, EPA, DOT, and NYSDOL shall be followed during roofing materials removal work. Keep materials intact; adequately wetted while working with it; wrap as soon as possible with 2 layers of 6 mil plastic, or transfer directly to the waste dumpster/trailer using a chute.
- B. Removal of asbestos containing materials shall utilize manual wet methods for all non-friable asbestos containing materials removals, and rotating blade roof cutters for roofing removals, as applicable. In no event shall methods be used that may render the asbestos containing roofing materials friable. Power roof cutting equipment must be manufacturer equipped with HEPA-filtered local exhaust ventilation.
- C. Residual non-friable asbestos containing roofing materials shall be wet scraped and HEPA vacuumed.
- D. For asbestos roofing materials being lowered or conveyed greater than ten (10) feet in height; dust tight, enclosed, inclined chutes may be used. The upper end of the chute shall be furnished with a hinged lid that is to be kept closed when the chute is not in use. The chute shall be dust tight along its lateral perimeter and at the terminal connection to the dumpster or waste container.
- E. In lieu of using an exterior chute; waste bags and containers may be lowered to the waste trailer/dumpster by crane or hoist using a temporary waste transfer container of adequate size and strength.

3.10 AIR MONITORING

- A. AREA AIR MONITORING

1. Area air monitoring and analysis on exterior non-friable asbestos materials abatement projects is not required unless the asbestos containing materials are rendered friable, or debris falls inside the building/structure.
2. The building owner or the owner's representative shall contract with a third-party independent air/project monitoring firm to perform required air monitoring and visual inspections related to the abatement work.

B. DAILY PERSONAL AIR MONITORING

1. The asbestos material abatement contractor shall provide and include in his base bid price the services of an independent air monitoring firm to **monitor airborne asbestos levels on personnel** inside the work area in accordance with OSHA regulations 29 CFR 1926.1101. The Contractor's air monitoring firm shall be a successful participant in the New York State Department of Health Environmental Laboratory Accreditation Program (ELAP).
 - a. Samples shall be taken in such frequency and pattern as to represent with reasonable accuracy the level of exposure of the workers.
 - b. Phase Contrast Microscopy may be used to analyze personnel air samples.
 - c. At least 25% of the persons performing the asbestos removal shall have personal air monitors.
 - d. If at any time personal air analysis results exceed 0.1 f/cc, work shall cease, respiratory protection shall be increased and additional engineering control shall be implemented to reduce ambient airborne fiber concentrations.
 - e. Sampling will be to determine eight (8) hour Time-Weighted-Averages (TWA). The asbestos abatement contractor is responsible for personal sampling as outlined in OSHA Standard 1926.1101. The eight (8) hour Time Weighted Average (TWA) of asbestos fibers shall not exceed 0.10 fibers per cubic centimeter. This value is the permissible exposure limit. Should this value be attained or exceeded, the contractor will re-assess the quality of respiratory protection on the workers.
 - f. Personal Air sampling results shall be available at the job site in written form no more than twenty-four (24) hours after the completion of a sampling cycle. The document shall list each sample's result, sampling time and date, person monitored, flow rate, sample duration, microscope field area, number of fibers per fields counted, cassette size, analyst's name and company. Air sample analysis results will be reported in fibers per cubic centimeter.
 - g. Personal air samples shall be analyzed by a laboratory that holds certification by the New York State Department of Health's Environmental Laboratory Approval Program. The asbestos consultant must approve the laboratory the contractor intends to use.
- C. All samples collected shall be analyzed by a laboratory accredited by the New York State Environmental Laboratory Approval Program (ELAP) and the results of each analysis shall be submitted to the Owners Project Representative for the record. Copies of the analysis results shall also be made available to the Contractor.
- D. The Owner's Representative has the authority to stop the abatement work under the provisions of the General Conditions of this contract at anytime the Representative determines either personally or through the services of the air sampling professional that conditions are not in compliance with the specifications and applicable regulations. The stoppage of work shall continue until conditions have been corrected and corrective steps have been taken to the

satisfaction of the Representative. Standby time required to resolve violations shall be at the Contractor's expense.

3.11 CLEANUP PROCEDURE

- A. Unless otherwise specified, after all of the asbestos containing materials have been removed from the substrate as per the Scope of Work and these specifications, final cleaning and clearance procedures shall be performed. Final cleaning shall comply with 12NYCRR 56 Subpart 9, except that only one (1) stage of cleaning is to be performed. Lockdown encapsulant use is not required. All windows, doors, HVAC system vents and all other openings shall remain sealed.
- B. All containerized waste shall be removed from the work area and the holding area. All tools and equipment shall be removed from the work area and decontaminated.
- C. Waiting periods per the Industrial Code Rule, Applicable Variances and/or Site Specific Variance shall be observed.
- D. The Project Monitor and the abatement contractor's Supervisor shall inspect the regulated area for visible residue. If any accumulation of residue is observed, it will be assumed to be asbestos and the cleaning cycle shall be repeated.
- E. Following the satisfactory completion of the visual inspection by the Project Monitor, remaining barriers shall be removed and properly disposed of prior to other trades occupying the area. All fixed objects within the area, which were covered with polyethylene prior to abatement work, shall be uncovered and thoroughly cleaned. A final visual inspection by the Asbestos Project Monitor and the Contractor shall insure that no contamination remains in the regulated area. Unsatisfactory conditions shall require additional cleaning.

3.12 CLEARANCE TESTING – PROJECT MONITOR VISUAL INSPECTION

A. WORK AREA CLEARANCE

- 1. The building owner or the owner's representative shall contract with a third-party independent air/project monitoring firm to perform required air monitoring and visual inspections related to the abatement work.
- 2. Area air monitoring and analysis on exterior non-friable asbestos materials abatement projects is not required unless the asbestos containing materials are rendered friable, or debris falls inside the building/structure.
- 3. The work in each area shall be considered complete when the area has been visually inspected and found to be clean of residual dusts and debris or any other suspect contaminating material, and the scope of work completed as per this specification. Inspections of the work area shall be performed by the independent asbestos project monitor and the asbestos contractor.
- 4. Final inspections shall be conducted by the Project Monitor as follows:
 - a. After the final cleaning is completed, the project monitor shall perform a visual inspection to confirm that the scope of abatement work is complete, and no visible asbestos debris/residue, pools of liquid, or condensation remain.

- b. Each homogeneous work area that does not meet the clearance criteria shall be thoroughly re-cleaned using wet methods and HEPA vacuuming. The process shall be repeated until the work area passes the test.
- c. After the removal of the critical barriers, a final inspection shall be made to ensure the absence of any visible signs of asbestos or asbestos containing materials.

3.13 DISPOSAL PROCEDURES

A. Applicable Regulations

1. All asbestos waste shall be stored, transported and disposed of as per, but not limited to, the following Regulations:
 - a. NYS DEC 6 NYCRR part 360 and 364;
 - b. USEPA NESHAPS 40 CFR 61;
 - c. USEPA ASBESTOS WASTE MANAGEMENT GUIDANCE EPA/530-SW-85-007

B. Transportation and Disposal Site

1. The Contractor's Transporter and Disposal Site shall be approved by the building owner.
2. The Contractor shall give 24-hour notification prior to removing any waste from the site. Waste shall be removed from site only during normal working hours unless otherwise specified. No waste may be taken from the site without authorization from the Owner's Consultant.
3. The Contractor shall have the Transporter estimate the date and time of arrival at the Disposal Site.

C. Waste Storage Container

1. The waste container shall be hard topped, lockable, and lined with two (2) layers of six (6) mil fire-retardant polyethylene sheeting. Prior to transport from the work site, all waste dumpsters/trailers shall be sealed to ensure air, dust, and watertight integrity using six (6) mil plastic, duct tape, and expandable foam sealant as necessary.
2. While on-site the container shall be labeled with EPA Danger signage:

DANGER
CONTAINS ASBESTOS FIBERS
MAY CAUSE CANCER
CAUSES DAMAGE TO LUNGS
DO NOT BREATHE DUST
AVOID CREATING DUST

3. The Contractor shall be responsible for all necessary precautions to prevent pollution by spillage during the performance of services and shall assume full responsibility for all Contractor caused spills, which shall be cleaned up at the Contractor's expense. During loading of container, any worker inside the container will be required to wear personal protective equipment, and respiratory protection. Upon completion of the work, the worker will proceed to the decontamination chamber and decontaminate according to 12 NYCRR 56.

4. Before the container is removed from the project site for transportation to the Disposal Site, a lock will be placed on the door(s) of the container.
5. The owner may initiate random checks at the Disposal Site to insure that the procedures outlined herein are complied with.

D. Compliance

1. Failure to adhere to these procedures shall constitute a material breach of the Contract and the Owner shall have the right to and may terminate the Contract provided, however, the failure of the Owner to so terminate shall not relieve the Contractor from future compliance.

3.14 RE-ESTABLISHMENT OF REGULATED AREA

- A. Re-establishment of the regulated area shall only occur following the completion of cleanup procedures and after clearance air monitoring has been performed and documented to the satisfaction of the Architect/Engineer and Building Owner.
- B. Re-secure mounted objects removed from their former positions during area preparation activities.
- C. Re-secure and relocate objects that were removed to temporary locations back to their original positions.
- D. Reestablish HVAC, mechanical and electrical systems in proper working order. Remove potentially contaminated HVAC system filters and dispose of as asbestos contaminated waste. Decontaminate filter assembly using HEPA vacuums and wet cleaning techniques.



REPORT OF PRE-DEMOLITION ASBESTOS INSPECTION



Location of Inspection: 1 Hill House Road
Albany, New York

**Client/
Building Owner:** Albany County Department of General Services
112 State Street
Albany, New York 12207

Alpine Project #: 22-28203-A

Material or Area Inspected: Whole Building

Asbestos Materials Tested: Porch Roof

**Non-Asbestos Containing
Materials Tested:** Ceramic floor tile, mortar & grout, floor leveler, drywall & compound, stucco, plaster, plaster patch, ceramic wall tile, mortar & grout & adhesive, fiberglass pipe insulation paper, fiberglass insulation paper, wire insulation, brick mortar, fiberboard, 12" floor tile, self stick floor tile, linoleum, wallboard adhesive, 2'x4' ceiling tile, stair tread/mastic, covebase & mastic, foundation paint, caulk, window caulk, vapor barrier & shingle, fiberboard

Date(s) of Inspection: September 26, October 5 & November 1, 2022
Report Date: November 7, 2022

Inspection Performed By: Alpine Environmental Services, Inc.
438 New Karner Road
Albany, New York 12205

Inspector(s): Paul Van Zandt: NYS DOL Cert.#AH95-02581
NYS Department of Labor Certified Asbestos Inspector

Scope and Purpose

This report is intended to document the pre-demolition asbestos inspection of the building located at 1 Hill House Road, Albany, New York.

“Asbestos containing materials”, as defined by the United States Environmental Protection Agency (EPA), is any material containing greater than 1% by weight of asbestos. Non-Friable samples (samples not easily crushed/pulverized by hand pressure), were analyzed via Transmission Electron Microscopy (TEM) by EMSL Laboratory of New York, New York, a New York State Department of Health Approved Laboratory (ELAP #11506).

Description

The building was a three-story brick structure with a basement. This portion of the building was built in or around 1926. There was a two story wood addition in the rear constructed in 1977. The basement had a poured concrete foundation. The walls and ceilings were a mix of plaster and drywall. Floors were wooden and covered with vinyl floor tile, linoleum or ceramic tile. All observed pipe insulation was fiberglass. The main roof and rear overhang roof were covered with the same shingles and vapor barrier. The front porch roof had a rubber membrane covering built-up asphalt layers. The rear addition roof was inaccessible at the time of the initial inspection.

Alpine returned October 5th and gained access to the rear addition roof. The roof consisted of a rubber membrane over fiberboard insulation over 4” of foam insulation on a wood deck.

Alpine returned November 1st to take additional samples to determine if the vermiculite in the plaster samples contained asbestos. An additional plaster sample was taken to complete the negative plaster set.

Limitations

Quantities of asbestos containing materials were estimated and the user must field verify all quantities.

Results of Asbestos Inspection

Bulk samples were collected, as prescribed by US EPA ASHARA protocols for the number and types of samples. The following asbestos containing materials were found at 1 Hill House Road, Albany, New York:

ACM (Sample #s)	Location	Quantity*	Substrate	Friability	Condition
Roof					
Roofing (33-01)	Front Porch Roof Under Rubber	410 sq. ft.	Wood	Non-Friable	Good

*Quantities are estimates only and should be field verified by the user.

The following materials were sampled and determined not to contain asbestos:

Non-Asbestos Material	Locations	Sample #s
Heating		
Fiberglass Pipe Insulation Paper	Basement Furnace Room	10-01, 10-02
Floors		
Ceramic Floor Tile, Mortar & Grout	1 st Floor Rear Bath, 2 nd Floor Front Bath	1-01, 1-02, 1M-01, 1M-02, 1G-01, 1G-02
Floor Leveler	2 nd Floor Front Bath	2-01, 2-02
12" Floor Tile	Room 100, 1 st Floor Rear Addition	15-01, 15-02
	Room 201, Room 203	16-01, 16-02
	2 nd Floor Rear Hall	17-01, 17-02
12" Self Stick Floor Tile	1 st Floor Front Bath, 2 nd Floor Hall Bath	18-01, 18-02
	1 st Floor Rear Bath	19-01, 19-02
	2 nd Floor Front Bath Bottom Layer	20-01, 20-02
Linoleum	1 st Floor Front Bath Under Floor Tile	21-01, 21-02
	Kitchen 104	22-01, 22-02
	1 st Floor Rear Addition Under Floor Tile	23-01, 23-02
Covebase & Mastic	Room 101, Room 201	27-01, 27-02, 27M-01, 27M-02
Walls/Ceilings		
Drywall	2 nd Floor Rear Hall, 3 rd Floor	3-01, 3-02
Drywall Compound	Basement Furnace Room, 2 nd Floor Rear Hall	4-01, 4-02
Stucco	Basement Furnace Room	5-01, 5-02
Plaster	Basement Grease Trap Room, Basement Fuel Tank Room, Room 100, Kitchen 104, Room 200, 2 nd Floor Hall Bath, Room 204, Room 103	6A-01 to 6B-08
Plaster Patch	Basement Furnace Room	7-01, 7-02
Ceramic Wall Tile & Adhesive	Basement Big Laundry Room	8-01, 8-02, 8M-01, 8M-02
Ceramic Wall Tile, Mortar & Grout	2 nd Floor Front Bath	9-01, 9-02, 9M-01, 9M-02, 9G-01, 9G-02
Wallboard Adhesive	1 st Floor Rear Bath	24-01, 24-02
2'x4' Ceiling Tile	Room 201, Room 202	25-01, 25-02
Misc.		
Fiberglass Insulation Paper	Rear Addition	11-01, 11-02
Wire Insulation	Room 201	12-01, 12-02
Stair Tread/Mastic	Rear Stair	26-01, 26-02

Non-Asbestos Materials Cont'd

Non-Asbestos Material	Locations	Sample #s
Exterior		
Brick Mortar	Exterior	13-01, 13-02
Fiberboard	Exterior Rear Addition	14-01, 14-02
Foundation Paint	Exterior	28-01, 28-02
Caulk	Exterior Bottom of Front Porch	29-01, 29-02
Window Caulk	Exterior	30-01, 30-02
Roof		
Vapor Barrier	Main Roof & Rear Overhang Roof Under Shingle	31-01, 31-02
Shingle	Main Roof, Overhang Roof	32-01, 32-02
Fiberboard Insulation	Rear Addition Roof	34-01, 34-02

Conclusion & Recommendations

Any materials not sampled during this inspection should be considered suspect unless sampled and determined to be non-asbestos. All asbestos containing materials must be abated prior to the demolition/renovation of any of the structures unless performed under a variance issued by the NYS Department of Labor. Disturbance/Abatement of any asbestos containing materials, as well as necessary air monitoring, must be performed by a NYS DOL licensed contractor, in accordance with state and federal regulations (NYS DOL ICR 56 and US EPA 40 CFR).

If Alpine Environmental Services can be of further assistance on this matter, please contact Craig Petreikis at either (518) 250-4047 ext. 313 or craigp@alpineenv.com.

Sincerely,

Alpine Environmental Services, Inc.



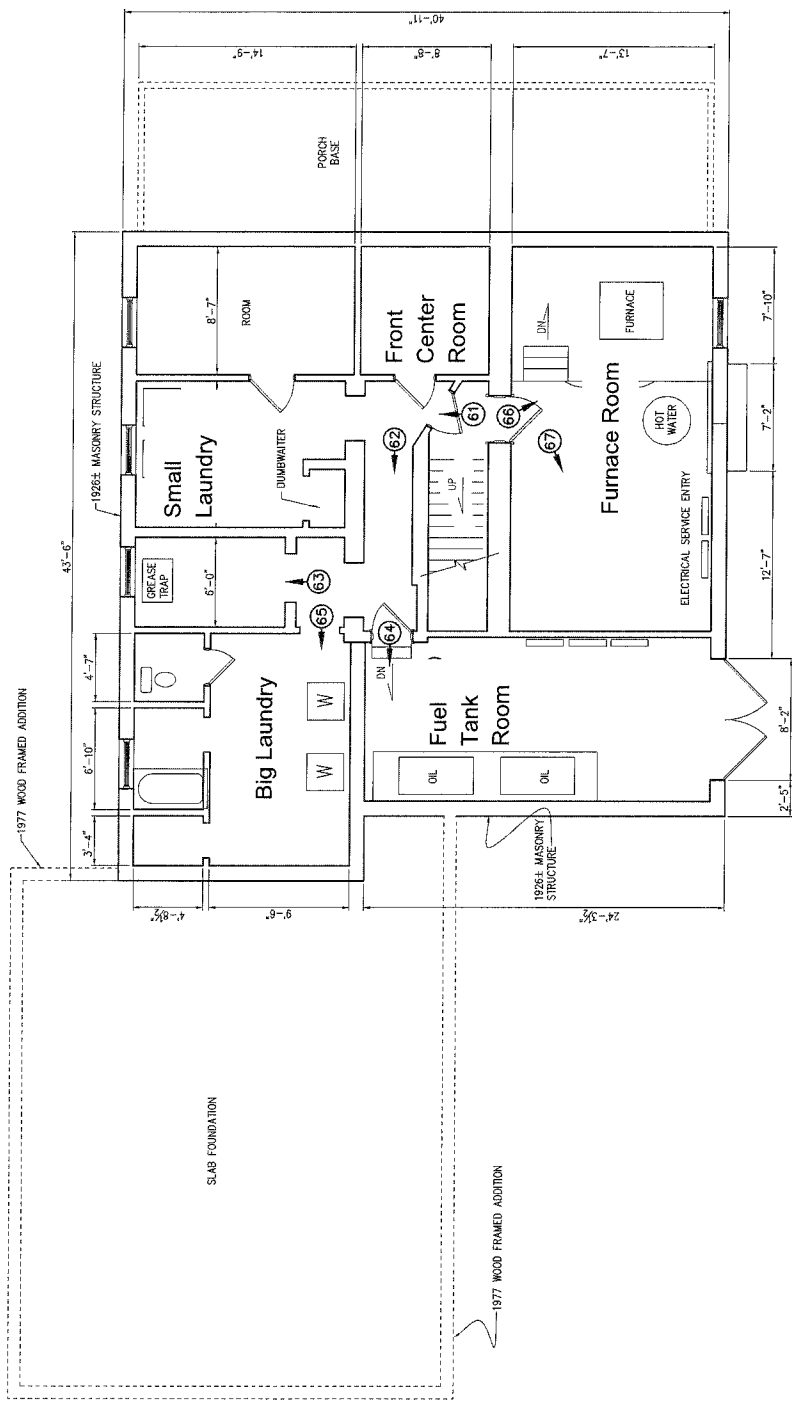
Paul Van Zandt
NYS Dept. of Labor Asbestos Inspector

Enclosures: Results, NYSDOL Handling License(s), NYSDOL Handling Certificate(s), NYSDOH ELAP License(s)

Site Photos



Roofing - Front Porch Roof



EXISTING BASEMENT
 1/8"=1'-0"

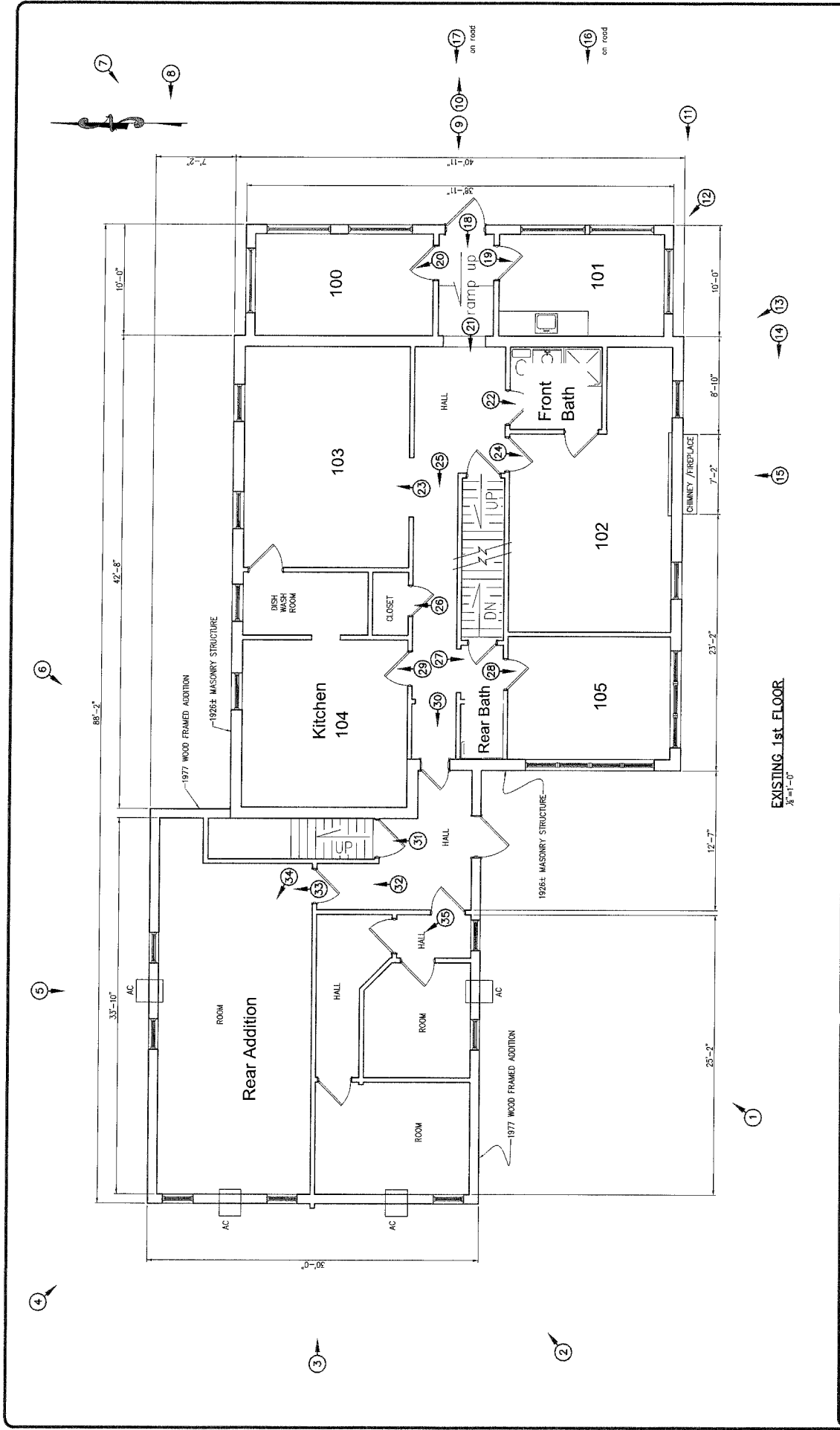
REV. #	DATE	BY	REMARKS

WARNING: It is a violation of the New York State Education Law to practice as a Licensed Professional Engineer, Licensed Professional Architect, or Licensed Professional Engineer without the seal or stamp of the State Board of Regents, to which the seal of a Licensed Professional Engineer has been applied.



County of Albany
 Department of General Services
 Division of Facilities Engineering
 112 STATE STREET • ALBANY, NEW YORK • 12207
 518-447-7210

County of Albany • Albany, N.Y.
 Hill House
EXISTING BASEMENT PLAN
 PREPARED BY: MM
 CHECKED BY: DA
 DATE: JANUARY 2022
 DRAWN BY: REE




EXISTING 1st FLOOR
1/8"=1'-0"

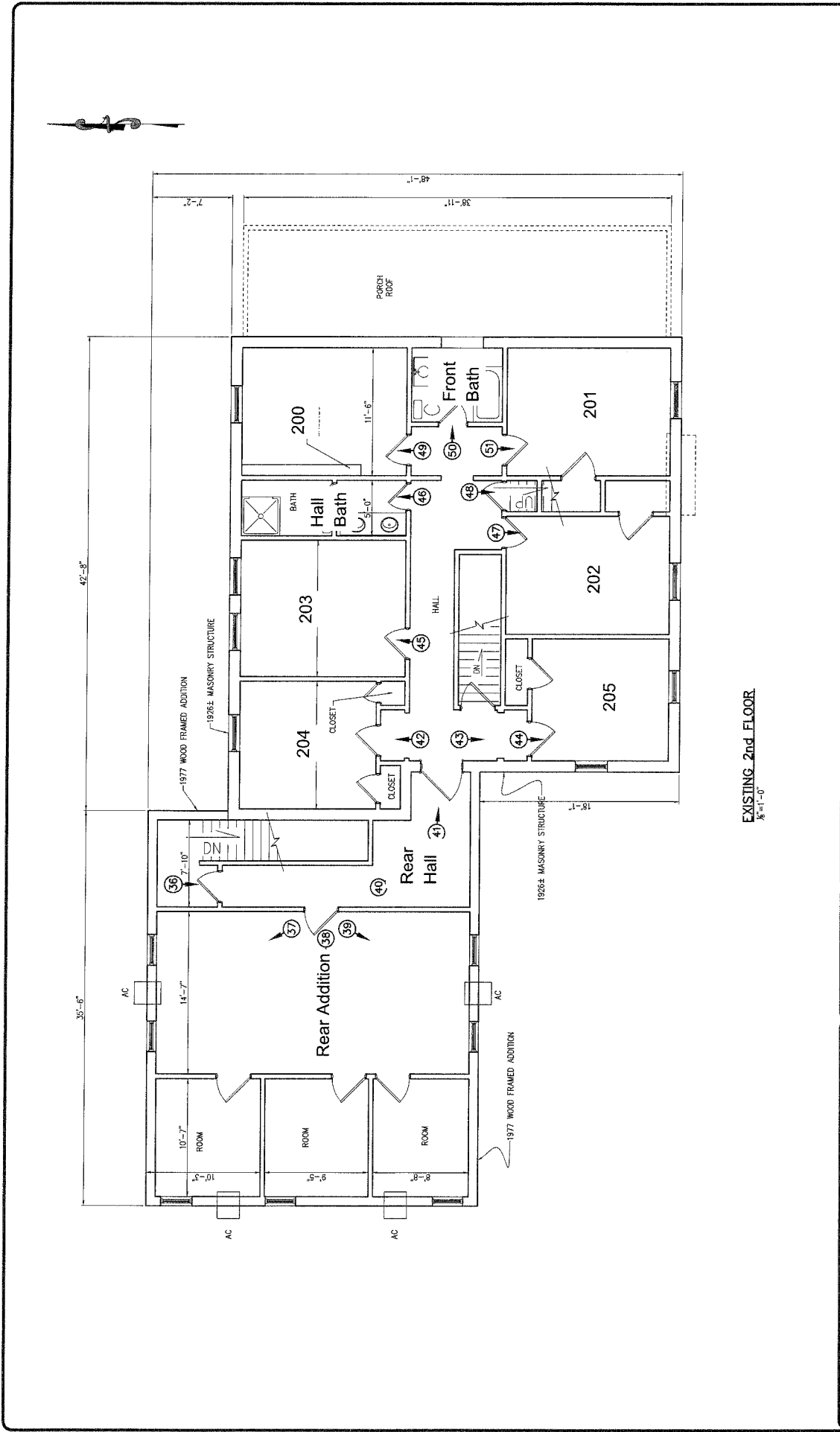
DRAWING NUMBER	AI
PROJECT	County of Albany • Albany, N.Y. Hill House EXISTING 1st FLOOR PLAN
DESIGNED BY	AS SHOWN
CHECKED BY	DA
DATE	JANUARY 2022
DRAWN BY	REBE
PROJECT NO.	12207
DRAWING NO.	318-447-7210

County of Albany
Department of General Services
Division of Facilities Engineering

112 STATE STREET • ALBANY, NEW YORK • 12207
318-447-7210



REV #	DATE	BY	DATE	BY	REMARKS



EXISTING 2nd FLOOR
 1/8"=1'-0"

REV. #	DATE	BY	REMARKS	REV. #	DATE	BY	REMARKS

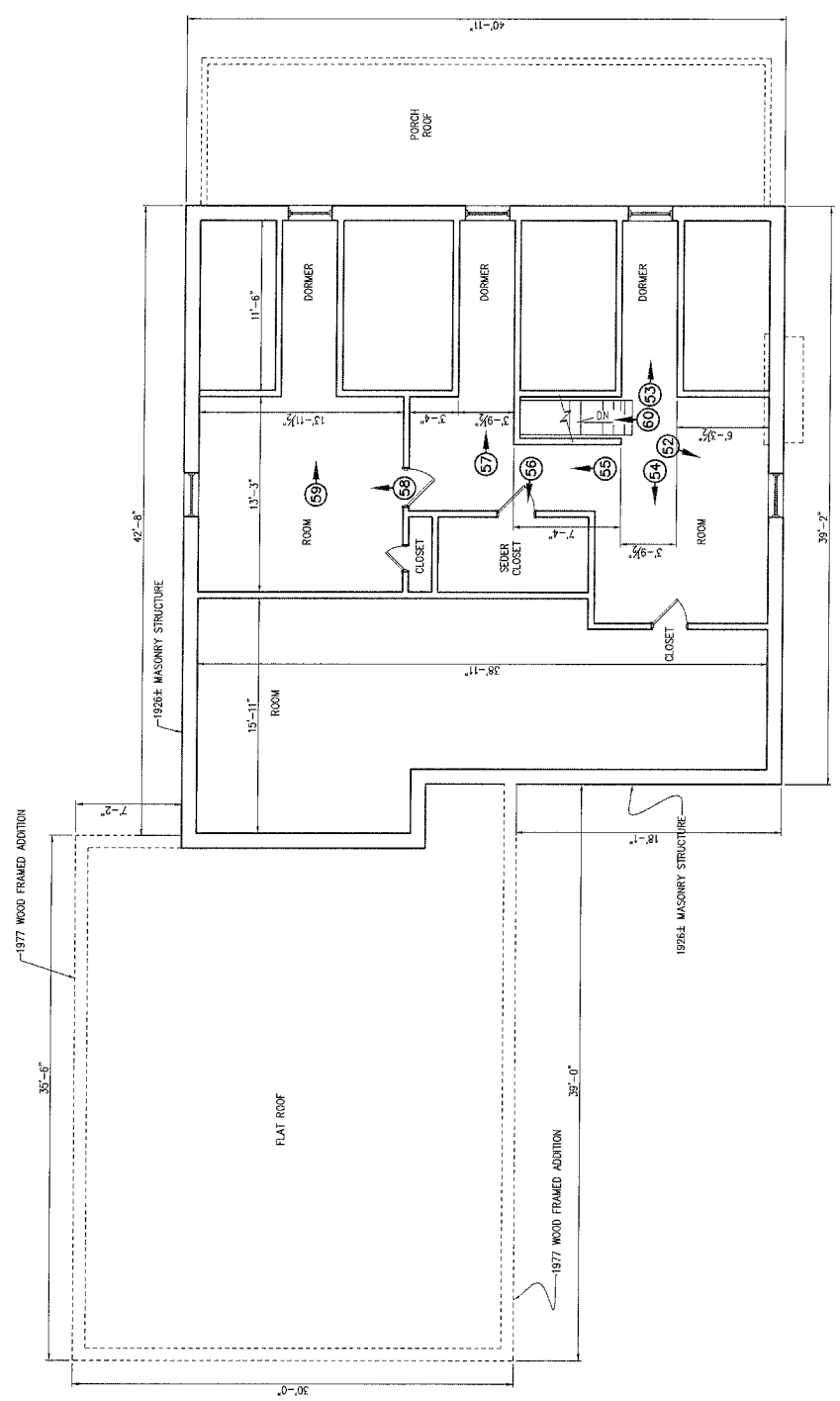
COUNTY OF ALBANY
 DEPARTMENT OF GENERAL SERVICES
 DIVISION OF FACILITIES ENGINEERING
 112 STATE STREET • ALBANY, NEW YORK • 12207
 518-447-7210

County of Albany • Albany, N.Y.
 Hill House
 EXISTING 2nd FLOOR PLAN

DESIGNED BY: DM	DATE: JANUARY 2022
DRAWN BY: DA	PROJECT NO.: RTB
CHECKED BY: AS SHOWN	SCALE: AS SHOWN

DRAWING NUMBER: **A2**

WARNING: It is a violation of the New York State Education Law if any person who is not a Licensed Professional Engineer, Licensed Professional Architect, Licensed Professional Interior Designer, Licensed Professional Landscape Architect, Registered Professional Geologist, Registered Professional Engineer, Registered Professional Environmental Engineer has been applied.



EXISTING 3rd FLOOR (ATTIC)
8'-11'-0"

DRAWING NUMBER 1	County of Albany • Albany, N.Y. HULL HOUSE			A3					
EXISTING 3rd FLOOR (ATTIC) PLAN									
DESIGNED BY: JM	CHECKED BY: DA	SCALE: AS SHOWN	DATE: JANUARY 2022	PROJECT NO.: REBE					
County of Albany Department of General Services Division of Facilities Engineering 112 STATE STREET • ALBANY, NEW YORK • 12207 518-447-7210									
REV #	DATE	BY	REV #	DATE	BY	REV #	DATE	BY	REMARKS

WARNING: It is a violation of the New York State Education Law if a Licensed Professional Engineer, Architect, or Professional Designer issues a seal, stamp, specification, report or other document to which the seal of a Licensed Professional Engineer has been applied.

Albany County Request for Contract Approval

Contract #	2023-1016
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Wednesday, April 26, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Upstate Companies I, LLC 1690 State Highway 8, Mount Upton, NY 13809
Estimated Amount	\$68,586.01
Estimated Term	6/1/2023 to 5/31/2024
Scope of Services	Twelfth Floor Office Renovations at the Harold L. Joyce Albany County Office Building.
Budget Line Item	AA1620 - 4046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - RFQ

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 25, 2023

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Re: Harold L. Joyce Albany County Office Building – Twelfth Floor Office Renovation

Dear Chairman Joyce:

The Department of General Services requests authorization to enter into an agreement with Upstate Companies I, LLC for the Twelfth Floor Office Renovations at the Harold L. Joyce Albany County Office Building. The proposed cost of the project is \$62,386.01 with an additional ten percent contingency allowance of \$6,200.00 for a not to exceed total of \$68,586.01.

The Department of General Services & Facilities Engineering Division solicited a bid price for the Twelfth Floor Office Renovation utilizing the Town of Greece, NY statewide Job Order Contracting Services. The Town of Greece extends these services to other eligible governmental entities including all government agencies, education agencies including colleges and universities pursuant to NYS General Municipal Law, allowing them access to complete repair, renovation and maintenance services at competitively solicited prices. Albany County Purchasing Division has also determined that the Town of Greece, NY statewide Job Order Contracting Services meets the requirements of N.Y. Gen. Mun. Law and the County's Procurement Policies.

Associated costs for this agreement will be covered under bond HH1A, Res. No. 550 of 2015 dated 12/14/2015.

The projected term of this agreement is June 1, 2023 – May 31, 2023.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: April 25, 2023

Re: Albany County-112 State Street Office Renovation-Reception

The Department of General Services & Facilities Engineering Division solicited a bid price for the Twelfth Floor Office Renovation utilizing the Town of Greece, NY statewide Job Order Contracting Services. The Town of Greece extends these services to other eligible governmental entities including all government agencies, education agencies including colleges and universities pursuant to NYS General Municipal Law, allowing them access to complete repair, renovation and maintenance services at competitively solicited prices. Albany County Purchasing Division has also determined that the Town of Greece, NY statewide Job Order Contracting Services meets the requirements of N.Y. Gen. Mun. Law and the County's Procurement Policies

After careful review of their proposal I recommend proceeding with Upstate Companies I, LLC

If you need any further information or have any questions, please feel free to contact me.

DML:tas



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

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
General Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: April 26, 2023

RE: Town of Greece JOC-2021-06-GC Upstate Companies

I am in receipt of your recommendation to Upstate Companies in the amount of \$62,386.01 and \$6,200 Contingency allowance with a total not to exceed of \$68,586.01.

As Upstate Companies is the General Contractor (JOC-2021-06-GC) for the Albany Region under the Gordian contract with the Town of Greece I have no objection to your recommendation.

Please obtain the necessary contract approval of the Albany County Contract Administration Board so that we may issue a Notice of Award.



Job Order Contract

Contractor's Price Proposal Summary- Category

Work Order #: 113134.00
Title: Albany County-112 State Street Office Renovation
Contractor: JOC-2021-06-GC - Upstate Companies I, LLC
Proposal Value: \$62,386.01
Proposal Name: Albany County-112 State Street Office Renovation-Reception OTNWH

To: David Latina Commissioner Dept of General Services Albany County 112 State Street Albany, NY 12207	From: Don Hartwell Project Manager Upstate Companies I, LLC 1690 State Highway 8 Mount Upton, NY 13809
---	---

DOOR:	\$3,153.89
Electrical:	\$7,924.00
FIRE WATCH:	\$991.08
FLOORING:	\$1,313.54
GENERAL:	\$9,517.46
HVAC RECEP AREA:	\$6,846.51
HVAC REPAIR:	\$728.81
INSULATION:	\$3,056.78
RECEP WALL PAINT:	\$2,867.70
RECEP WALLS:	\$24,173.62
SPRINKLER SYSTEM:	\$1,812.62
Work Order Proposal Total	\$62,386.01

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.



Job Order Contract

Contractor's Price Proposal Detail- Category

Work Order #: 113134.00
 Title: Albany County-112 State Street Office Renovation
 Contractor: JOC-2021-06-GC - Upstate Companies I, LLC
 Proposal Value: \$62,386.01
 Proposal Name: Albany County-112 State Street Office Renovation-Reception OTNWH

CSI Number	Mod.	UOM	Description	Line Total		
DOOR						
1	08 05 13 00-0056	EA	Removal And Reinstallation Of Door	\$113.98		
			Quantity	Unit Price	Factor	Total
		Installation	1.00 x	\$74.65 x	1.5268 =	\$113.98
2	08 12 13 13-0008	EA	3' x 6'-8" Through 7'-2" High, 4-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame	\$1,277.75		
			Quantity	Unit Price	Factor	Total
		Installation	2.00 x	\$374.53 x	1.5268 =	\$1,143.66
		Demolition	1.00 x	\$87.82 x	1.5268 =	\$134.08
		User Note: RECEP AREA				
3	08 14 16 00-0058	EA	3'-0" x 6'-8" x 1-3/8" Thick, 5 Ply, Hollow Core (HC), Maple Faced Wood Door	\$561.51		
			Quantity	Unit Price	Factor	Total
		Installation	1.00 x	\$315.08 x	1.5268 =	\$481.06
		Demolition	1.00 x	\$52.69 x	1.5268 =	\$80.45
		User Note: RECEP AREA				
4	08 71 11 00-0027	PR	4-1/2" x 4-1/2" Heavy Duty, Full Mortise, Plain Bearing, Brass/Bronze, Satin Chrome Finish Hinge	\$253.34		
			Quantity	Unit Price	Factor	Total
		Installation	1.50 x	\$110.62 x	1.5268 =	\$253.34
		User Note: RECEP AREA				
5	08 71 11 00-0027	0101	PR For Clear Coated Bright Brass, Add	\$19.38		
			Quantity	Unit Price	Factor	Total
		Installation	1.50 x	\$8.46 x	1.5268 =	\$19.38
6	08 71 11 00-2254	EA	Entrance/Office F82 Bored Lockset Locked with key outside and push button inside.	\$755.80		
			Quantity	Unit Price	Factor	Total
		Installation	2.00 x	\$247.51 x	1.5268 =	\$755.80
		User Note: RECEP AREA 101 DOOR & 102 DOOR				
7	08 71 11 00-2254	0169	EA For Satin Stainless Steel US32D (BHMA 630) Finish, Add	\$172.13		
			Quantity	Unit Price	Factor	Total
		Installation	2.00 x	\$56.37 x	1.5268 =	\$172.13

Subtotal for DOOR: \$3,153.89

Electrical



Contractor's Price Proposal Detail- Category Continued..

Work Order #: 113134.00
 Title Albany County-112 State Street Office Renovation

CSI Number	Mod.	UOM	Description	Line Total
Electrical				
8	02 41 19 13-0243	EA	Core Drill Minimum ChargeFor projects where the total core drilling charge is less than the minimum charge, use task "Minimum Charge For Core Drilling" exclusively. Task "Minimum Charge For Core Drilling" should not be used in conjunction with any other tasks in this section. Does not apply to sections "Drilling In Concrete Per Inch Of Depth" or "Drilling In Brick Or Block Per Inch Of Depth".	\$1,014.33
		Installation	Quantity 1.00 x Unit Price \$664.35 x Factor 1.5268 =	Total \$1,014.33
9	05 05 19 00-0203	EA	1/4" x 1-1/4" Tapcon Masonry Screw	\$281.24
		Installation	Quantity 20.00 x Unit Price \$9.21 x Factor 1.5268 =	Total \$281.24
10	07 84 13 19-0004	EA	1-1/2" Diameter Hole With 3/4" Pipe, Sealed With Intumescent Firestop Sealant (3M CP 25WB+)	\$198.97
		Installation	Quantity 6.00 x Unit Price \$21.72 x Factor 1.5268 =	Total \$198.97
11	26 01 20 91-0003	EA	Lock Out/Tag Out Breaker Or Motor Starter	\$96.74
		Installation	Quantity 3.00 x Unit Price \$21.12 x Factor 1.5268 =	Total \$96.74
12	26 01 20 91-0004	EA	Lock Out/Tag Out Tags	\$14.66
		Installation	Quantity 3.00 x Unit Price \$3.20 x Factor 1.5268 =	Total \$14.66
13	26 01 20 91-0006	EA	Motors, Disconnects And Other Single Source Devices, Existing Circuit Tracing Per Device	\$214.61
		Installation	Quantity 8.00 x Unit Price \$17.57 x Factor 1.5268 =	Total \$214.61
14	26 05 19 16-0157	MLF	2 Conductors, #12 AWG, Type ACTHH, Solid, Armored Cable	\$637.16
		Installation	Quantity 0.15 x Unit Price \$2,782.13 x Factor 1.5268 =	Total \$637.16
15	26 05 29 00-0024	EA	>1' To 2' Length x 1-5/8" Wide x 13/16" High, 12 Gauge, Steel Unistrut Channel	\$148.31
		Installation	Quantity 6.00 x Unit Price \$16.19 x Factor 1.5268 =	Total \$148.31
16	26 05 29 00-0311	C	7" Length, 50 LB Tensile Strength, Nylon Cable Ties	\$41.99
		Installation	Quantity 1.00 x Unit Price \$27.50 x Factor 1.5268 =	Total \$41.99
17	26 05 29 00-0342	EA	1/4" Diameter, 2" Length, Zinc Plated Steel, Machine Screw	\$76.65
		Installation	Quantity 20.00 x Unit Price \$2.51 x Factor 1.5268 =	Total \$76.65
18	26 05 33 13-0009	CLF	3/4" Electrical Metallic Tubing (EMT) Conduit Assembly With 2 #12 Copper THHN And 1 #12 Copper Insulated Grounding ConductorIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.	\$1,361.10
		Installation	Quantity 1.00 x Unit Price \$688.64 x Factor 1.5268 =	Total \$1,051.42
		Demolition	Quantity 1.00 x Unit Price \$202.83 x Factor 1.5268 =	Total \$309.68



Contractor's Price Proposal Detail- Category Continued..

Work Order #: 113134.00
 Title Albany County-112 State Street Office Renovation

CSI Number	Mod.	UOM	Description	Line Total		
Electrical						
19	26 05 33 16-0004	EA	2-1/8" Depth, 4" Square Steel Box	\$344.84		
			Quantity	Unit Price	Factor	Total
		Installation	6.00 x	\$29.21 x	1.5268 =	\$267.59
		Demolition	4.00 x	\$12.65 x	1.5268 =	\$77.26
20	26 05 53 00-0019	EA	Labeling Wire	\$99.24		
			Quantity	Unit Price	Factor	Total
		Installation	25.00 x	\$2.60 x	1.5268 =	\$99.24
21	26 05 53 00-0022	EA	Label single gang face plate (2 labels required)	\$304.14		
			Quantity	Unit Price	Factor	Total
		Installation	15.00 x	\$13.28 x	1.5268 =	\$304.14
22	26 27 26 00-0005	EA	20 Amperes, 1 Gang, NEMA 5-20, Duplex Receptacle Assembly	\$1,471.62		
			Quantity	Unit Price	Factor	Total
		Installation	12.00 x	\$74.98 x	1.5268 =	\$1,373.75
		Demolition	2.00 x	\$32.05 x	1.5268 =	\$97.87
23	26 27 26 00-0009	EA	20 Amperes, 1 Gang, GFI, Duplex Receptacle Assembly	\$526.87		
			Quantity	Unit Price	Factor	Total
		Installation	4.00 x	\$86.27 x	1.5268 =	\$526.87
24	26 27 26 00-0130	EA	1 Gang, 20 Amperes, 120/277 Volt, SPST, Switch Assembly	\$406.30		
			Quantity	Unit Price	Factor	Total
		Installation	3.00 x	\$78.02 x	1.5268 =	\$357.36
		Demolition	1.00 x	\$32.05 x	1.5268 =	\$48.93
25	26 51 19 00-0071	EA	2' x 4', 4,600 Lumens, Shadow Box Style, Lay-In/Troffer LED Fixture (Lithonia 2SBSL4)	\$685.23		
			Quantity	Unit Price	Factor	Total
		Installation	5.00 x	\$53.89 x	1.5268 =	\$411.40
		Demolition	5.00 x	\$35.87 x	1.5268 =	\$273.83

Subtotal for Electrical: \$7,924.00

FIRE WATCH

26	01 22 20 00-0015	HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$991.08		
			Quantity	Unit Price	Factor	Total
		Installation	8.00 x	\$81.14 x	1.5268 =	\$991.08

User Note: As required by fire code section 901.7. drawing A- 106

Subtotal for FIRE WATCH: \$991.08

FLOORING

27	09 65 13 13-0003	LF	4" High, 1/8" Thick, Type TV Thermoplastic Vinyl Wall Base, All Colors	\$942.80		
			Quantity	Unit Price	Factor	Total
		Installation	130.00 x	\$3.66 x	1.5268 =	\$726.45
		Demolition	130.00 x	\$1.09 x	1.5268 =	\$216.35
28	09 68 13 00-0008	SY	28 Ounce, Non Patterned, Nylon Carpet Tile	\$370.74		
			Quantity	Unit Price	Factor	Total
		Installation	4.44 x	\$49.38 x	1.5268 =	\$334.75
		Demolition	4.44 x	\$5.31 x	1.5268 =	\$36.00



Contractor's Price Proposal Detail- Category Continued..

Work Order #: 113134.00
 Title Albany County-112 State Street Office Renovation

CSI Number	Mod.	UOM	Description	Line Total
Subtotal for FLOORING:				\$1,313.54

GENERAL

29	01 22 20 00-0015	HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$4,955.38
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Installation	Quantity	x	Unit Price	x	Factor	=	Total
	40.00		\$81.14		1.5268		\$4,955.38

User Note: Item used to get material(sheetrock, insulation, cabinets, metal studding, ETC)

30	01 56 16 00-0060	SF	6 Mil, Plastic Sheeting On One Side, Temporary Wood Stud Wall, 16" On Center	\$1,117.62
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Installation	Quantity	x	Unit Price	x	Factor	=	Total
	240.00		\$3.05		1.5268		\$1,117.62

User Note: reception area work on office 102

31	01 56 26 00-0143	LF	Temporary 6' High Chain Link Fence Panels (Portable), Up To 6 Months	\$1,992.47
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Installation	Quantity	x	Unit Price	x	Factor	=	Total
	180.00		\$7.25		1.5268		\$1,992.47

User Note: TO PROTECT DUMPSTER AND MATERIAL IN OUTDOOR LOT

32	01 66 19 00-0012	SF	Removal, Transportaton, Return And Reinstallation Of Office Furniture And FurnishingsIncludes desks, tables, file cabinets, chairs, storage boxes, bookshelves, office equipment, computers, and other furniture and furnishings. Quantity equals total floor space.	\$467.20
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Installation	Quantity	x	Unit Price	x	Factor	=	Total
	300.00		\$1.02		1.5268		\$467.20

User Note: RECEP AREA

33	01 74 19 00-0014	EA	20 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$984.79
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Installation	Quantity	x	Unit Price	x	Factor	=	Total
	1.00		\$645.00		1.5268		\$984.79

Subtotal for GENERAL:				\$9,517.46
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HVAC RECEP AREA

34	01 22 20 00-0024	HR	PlumberFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$5,492.21
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Installation	Quantity	x	Unit Price	x	Factor	=	Total
	40.00		\$89.93		1.5268		\$5,492.20

User Note: For moving and working on HVAC SYSTEM

35	23 33 46 00-0006	LF	8" Diameter Flexible Duct, R8.0 Insulated With Polyester Inner Liner And Metallized Outer Jacket	\$1,072.42
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Installation	Quantity	x	Unit Price	x	Factor	=	Total
	80.00		\$8.78		1.5268		\$1,072.42



Contractor's Price Proposal Detail- Category Continued..

Work Order #: 113134.00
 Title Albany County-112 State Street Office Renovation

CSI Number Mod. UOM Description Line Total

HVAC RECEP AREA

36	23 37 13 13-0011		EA	24" x 24" Ceiling Diffuser With Perforated Face, Flush Mount, Aluminum Construction With Damper					\$281.88
				Quantity	Unit Price	Factor	=	Total	
		Installation		1.00	\$184.62	x	1.5268	=	\$281.88

Subtotal for HVAC RECEP AREA: \$6,846.51

HVAC REPAIR

37	09 01 20 91-0006		SF	>16 To 32 SF, Cut And Patch Hole In Gypsum Board To Match Existing Per location. See CSI section 09 29 10 00-0001 for "Gypsum Board" repairs > 32 SF.					\$269.33
				Quantity	Unit Price	Factor	=	Total	
		Installation		20.00	\$8.82	x	1.5268	=	\$269.33
38	09 91 13 00-0049		SF	2 Coats Paint, Brush Work, Paint Exterior Drywall/Plaster Walls					\$50.20
				Quantity	Unit Price	Factor	=	Total	
		Installation		24.00	\$1.37	x	1.5268	=	\$50.20
39	09 91 13 00-0050		SF	1 Coat Primer, Brush/Roller Work, Paint Exterior Drywall/Plaster Walls					\$19.79
				Quantity	Unit Price	Factor	=	Total	
		Installation		24.00	\$0.54	x	1.5268	=	\$19.79
40	23 37 13 13-0149		EA	24" x 24" Aluminum Eggcrate Ceiling Return Air And Exhaust Grille					\$389.49
				Quantity	Unit Price	Factor	=	Total	
		Installation		2.00	\$127.55	x	1.5268	=	\$389.49

Subtotal for HVAC REPAIR: \$728.81

INSULATION

41	07 21 16 00-0044		SF	3-1/2", R-13 UltraTouch™ Natural Cotton Insulation					\$3,056.78
				Quantity	Unit Price	Factor	=	Total	
		Installation		1,032.00	\$1.94	x	1.5268	=	\$3,056.78

User Note: RECEP AREA

Subtotal for INSULATION: \$3,056.78

RECEP WALL PAINT

42	09 91 23 00-0062		SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls					\$961.15
				Quantity	Unit Price	Factor	=	Total	
		Installation		1,032.00	\$0.61	x	1.5268	=	\$961.15
43	09 91 23 00-0064		SF	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls					\$1,906.55
				Quantity	Unit Price	Factor	=	Total	
		Installation		1,032.00	\$1.21	x	1.5268	=	\$1,906.55

Subtotal for RECEP WALL PAINT: \$2,867.70

RECEP WALLS

44	07 92 13 00-0055		CLF	3/8" x 3/4" Joint, Polysulfide Sealant And Caulking					\$1,739.50
				Quantity	Unit Price	Factor	=	Total	
		Installation		3.00	\$379.77	x	1.5268	=	\$1,739.50



Contractor's Price Proposal Detail- Category Continued..

Work Order #: 113134.00
 Title Albany County-112 State Street Office Renovation

CSI Number	Mod.	UOM	Description	Line Total
RECEP WALLS				
45	09 01 20 91-0006	SF	>16 To 32 SF, Cut And Patch Hole In Gypsum Board To Match Existing Per location. See CSI section 09 29 10 00-0001 for "Gypsum Board" repairs > 32 SF.	\$430.92
		Installation	Quantity 32.00 x Unit Price \$8.82 x Factor 1.5268 =	Total \$430.92
User Note: To patch walls where wall was removed for room 101				
46	09 01 90 52-0014	SF	Hand Wash, Minor Repair And Light Sanding Drywall Surfaces, Surface Preparation	\$82.45
		Installation	Quantity 100.00 x Unit Price \$0.54 x Factor 1.5268 =	Total \$82.45
47	09 21 00 00-0002	SF	Interior Partition Wall Assembly. Metal Studs With Tracks And Runners Includes 18 gauge 3-5/8" metal studs 16" on center with tracks, runners, and channel, one layer 5/8" drywall on each side, level 4 finish, one primer coat and two finish coats of latex paint.	\$6,296.03
		Installation	Quantity 264.00 x Unit Price \$15.62 x Factor 1.5268 =	Total \$6,296.03
User Note: New walls for office 102 In recep area				
48	09 22 13 23-0003	SF	25 Gauge, 16" On Center, Installed On Walls, Single-Leg Resilient Channel, RC1 Furring Channel	\$4,979.08
		Installation	Quantity 1,032.00 x Unit Price \$3.16 x Factor 1.5268 =	Total \$4,979.08
49	09 22 13 23-0003	0016 SF	For Walls >10' High, Add	\$646.02
		Installation	Quantity 1,032.00 x Unit Price \$0.41 x Factor 1.5268 =	Total \$646.02
50	09 22 13 23-0003	0019 SF	For 24" On Center, Deduct	-\$567.24
		Installation	Quantity 1,032.00 x Unit Price \$-0.36 x Factor 1.5268 =	Total \$-567.24
51	09 22 13 23-0003	0022 SF	For 20 Gauge, Add	\$1,071.45
		Installation	Quantity 1,032.00 x Unit Price \$0.68 x Factor 1.5268 =	Total \$1,071.45
52	09 22 16 13-0004	SF	3-5/8" Width, 16" On Center, 25 Gauge, Non Load Bearing, Non Structural, Galvanized Steel Stud Framing With Tracks And Runners	\$1,553.67
		Installation	Quantity 424.00 x Unit Price \$2.40 x Factor 1.5268 =	Total \$1,553.67
53	09 22 16 13-0004	0002 SF	For Powder-Actuated Fasteners Every 2', Add	\$25.89
		Installation	Quantity 424.00 x Unit Price \$0.04 x Factor 1.5268 =	Total \$25.89
54	09 22 16 13-0010	SF	3-5/8" Width, 16" On Center, 20 Gauge, Non Load Bearing, Non Structural, Galvanized Steel Stud Framing With Tracks And Runners	\$87.94
		Installation	Quantity 0.00 x Unit Price \$2.79 x Factor 1.5268 =	Total \$0.00
		Demolition	Quantity 90.00 x Unit Price \$0.64 x Factor 1.5268 =	Total \$87.94
User Note: DEMO OF WALL IN NEW OFFICE 101				



Contractor's Price Proposal Detail- Category Continued..

Work Order #: 113134.00
 Title Albany County-112 State Street Office Renovation

CSI Number Mod. UOM Description Line Total

RECEP WALLS

55	09 29 10 00-0006		SF	5/8" Gypsum Board					\$3,157.87
				Quantity	Unit Price	Factor		Total	
			Installation	1,407.00 x	\$1.47 x	1.5268 =		\$3,157.87	
			User Note: 105, WALL X 11' HIGH = 1155 TOP OF WALL 63, X 4,HIGH = 252=1407 SF						
56	09 29 10 00-0006		SF	5/8" Gypsum Board					\$714.54
				Quantity	Unit Price	Factor		Total	
			Installation	0.00 x	\$1.47 x	1.5268 =		\$0.00	
			Demolition	900.00 x	\$0.52 x	1.5268 =		\$714.54	
			User Note: RECEP AREA DEMO						
57	09 29 10 00-0006	0061	SF	For Up To 128, Add					\$91.61
				Quantity	Unit Price	Factor		Total	
			Installation	120.00 x	\$0.50 x	1.5268 =		\$91.61	
58	09 29 10 00-0039		SF	>10' High, Walls, Tape, Spackle And Finish Gypsum BoardUse this task for the entire wall area when the wall is >10' high.					\$1,568.19
				Quantity	Unit Price	Factor		Total	
			Installation	1,407.00 x	\$0.73 x	1.5268 =		\$1,568.19	
59	09 29 10 00-0044		LF	Up To 10' High, Vertical Corners, Tape, Spackle And Finish Gypsum Board					\$134.36
				Quantity	Unit Price	Factor		Total	
			Installation	80.00 x	\$1.10 x	1.5268 =		\$134.36	
60	09 51 13 00-0024		SF	2' x 4' x 5/8" Square Edge, Mineral Fiber Acoustical Ceiling Panel (Armstrong VL Perforated)					\$1,599.48
				Quantity	Unit Price	Factor		Total	
			Installation	180.00 x	\$5.82 x	1.5268 =		\$1,599.48	
61	09 51 13 00-0047		SF	Removal And Reinstallation Of Acoustical Panels Only					\$513.00
				Quantity	Unit Price	Factor		Total	
			Installation	400.00 x	\$0.84 x	1.5268 =		\$513.00	
			User Note: To work on walls above ceiling						
62	09 51 13 00-0047	0102	SF	For >200 To 500, Add					\$48.86
				Quantity	Unit Price	Factor		Total	
			Installation	400.00 x	\$0.08 x	1.5268 =		\$48.86	

Subtotal for RECEP WALLS: \$24,173.62

SPRINKLER SYSTEM

63	01 22 20 00-0030		HR	Sprinkler InstallerFor tasks not included in the Construction Task Catalog® and as directed by owner only.					\$1,812.62
				Quantity	Unit Price	Factor		Total	
			Installation	16.00 x	\$74.20 x	1.5268 =		\$1,812.62	
			User Note: To add new sprinkler head in new office area. Refill system put system back into service						
64	01 22 20 00-0030	0002	HR	For Foreman, Add					\$0.00
				Quantity	Unit Price	Factor		Total	
			Installation	0.00 x	\$3.71 x	1.5268 =		\$0.00	



Contractor's Price Proposal Detail- Category Continued..

Work Order #: 113134.00
Title Albany County-112 State Street Office Renovation

CSI Number	Mod.	UOM	Description	Line Total
Subtotal for SPRINKLER SYSTEM:				\$1,812.62
Work Order Proposal Total				\$62,386.01

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%