

Albany County Request for Contract Approval

Contract #	2023-1092
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	A1010 - Legislature
Date Submitted	Tuesday, June 06, 2023
Contact Person	Ford, Eric
Contact Phone	() -518
Vendor Info	Salvation Army of Albany 20 South Ferry Street, Albany, NY 12202
Estimated Amount	\$25,000.00
Estimated Term	6/30/2023 to 6/30/2024
Scope of Services	Support funding for outreach & engagement of young adults (ages 18 to 24 yrs.) to participate in Workforce Development trainings at the campus. Includes Workforce Preparedness, case management services and workshops & industry specific trainings to participants.
Budget Line Item	AA1010 - 44011 - - -
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



ANDREW JOYCE
CHAIRMAN

ALBANY COUNTY LEGISLATURE
HAROLD L. JOYCE ALBANY COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 710
ALBANY, NEW YORK 12207
PHONE: (518) 447-7168 | FAX: (518) 447-5683
WWW.ALBANYCOUNTY.COM

NECOLE M. CHAMBERS
CLERK

PAUL T. DEVANE
FIRST DEPUTY CLERK

MEMORANDUM

To: Contract Administration Board
From: Albany County Legislature
Date: June 7, 2023
RE: Salvation Army of Albany

The Legislature is requesting approval of a Community Development, Public Health and Safety Program contract with the Salvation Army of Albany's South End Campus in the amount of \$25,000. The contract is to support funding for outreach & engagement of young adults (ages 18 to 24 years) participating in workforce development trainings at the campus. Programming include workforce preparedness, case management services, workshops and industry specific trainings to participants.



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: Eric Ford
Director of Budget and Fiscal Studies- Legislator

FROM: Pamela O'Neill *Pamela*
Purchasing Agent

DATE: June 6, 2023

RE: RFP #2023-054 Community Development

I am in receipt of your recommendation to award the aforementioned to the following organizations:

- Salvation Army- South End Campus Award: \$25,000
- African American Cultural
Center of the Capital Region Award: \$25,000
- Eden's Rose Award: \$25,000
- In Our Own Voices Award: \$25,000
- Youth FX Award: \$12,500
- Shalom Food Pantry Award: \$10,000
- Maimonides Hebrew Day School Award: \$25,000
- West Hill Farmers Market Award: \$24,960
- Capital District Irish American
Assoc., Inc. Award: \$25,000

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 organizations recommended.

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

COUNTY OF ALBANY

REQUEST FOR PROPOSALS ALBANY

COUNTY LEGISLATURE



RFP#2023-054

COMMUNITY DEVELOPMENT AND SERVICES

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

**PAMELA O NEILL, PURCHASING AGENT
HAROLD L. JOYCE COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

**Response to Albany County RFP# 2023-054
County Development and Services**



Support for Pathway of Hope Case Management Program

“Direct Support to Assist Albany County Residents through individualized, wrap around case management services to address intergenerational poverty.”

Prepared for:

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

Submitted by:

**Trisha Smouse
Director of County Operations
The Salvation Army (of Albany)
20 S. Ferry Street
Albany, NY 12202
Telephone: (o) 518-463-6678 (c) 845-263-6297
Facsimile: (518) 463-0138
E-mail: trisha.smouse@use.salvationarmy.org
Federal Employment ID#: 13-5562351**

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Purpose

The Salvation Army's Pathway of Hope (POH) Program provides support to individuals and families in Albany County to address intergenerational poverty. The POH initiative provides individualized, wrap-around services to residents who desire to move from crisis and vulnerability to stability and self-sufficiency by addressing barriers to services and capitalizing on strengths and opportunities. This project targets marginalized persons who are interested in breaking the cycle of poverty and connects them to services and opportunities in the community while promoting internal strengths and hope. Being client-centered allows for the program to cater to the individual needs of each program participant, affording opportunities to connect people with mental health services, workforce development/education, cultural and performing arts programming, youth and socialization, hygiene supports, and other services in the community.

Qualifications and Experience

History and Description

The Salvation Army was founded in 1865 and open its doors in Albany, NY in 1884 to serve the community. The Salvation Army aims to provide services that help fill a gap in the community in which we are located. Therefore, each location has community-inspired programs to meet the unique needs in that community. In Albany, The Salvation Army currently provides a myriad of services, including food pantry, youth programs, housing assistance, clothing assistance, furniture assistance, spiritual and emotional care, character building classes, senior programs, and wrap around case management services for youth, adults, and families. The Salvation Army's mission statement is to preach the Gospel of Jesus Christ and meet human needs in His name without discrimination.

Professional Program Staff

Kim Smolen, LMSW, is the Director of Social Services in the Empire State Division. She has over 20 years of experience providing services to those members of the community who are most at risk. Kim oversees The Salvation Army's 48 community programs in the upstate counties and will provide oversight and guidance on this project from Syracuse, NY.

Hilary Weyant, LMSW, is the Empire State Pathway of Hope Director based out of Syracuse, NY. Hilary has nearly 20 years of experience working with children and families in various settings, including preventive child welfare, emergency services, and family shelter and spent several years in youth development and camping in Boston, Massachusetts. Her work on community resilience, poverty and trauma, community engagement, and fundraising/special events led her to Pathway of Hope, where she uses

her skills and experience to support staff across the state addressing root causes of poverty for families in need.

Trisha Smouse, LMSW, is the Albany County Director of Operations for The Salvation Army. Prior to her current role, Trisha served as the Human Trafficking (AHT) Program Coordinator for The Salvation Army in Central Ohio. As the AHT coordinator she was responsible for program oversight and clinical supervision for The Salvation Army's anti-trafficking programs, including 24/7 emergency response for victims of trafficking, long term comprehensive case management to help survivors rebuild their lives, street outreach to sexually exploited women and girls and The Well, a drop-in center for sexually exploited women. She also has experience working with families and youth as a health home care manager, focusing on increasing access and services to health care. She has training and experience in Seeking Safety Therapy, Cognitive Behavioral Therapy, Crisis Intervention, Motivational Interviewing, and Narrative Therapy. Trisha will provide support to the program and staff, as well as oversee the reporting requirements of the grant.

Laurel Whalen, is the Albany County Care Manager. She brings a great deal of experience working with individuals and families through Health Home Care Management, which provides individualized, wrap-around care management services to those with at least two chronic health conditions. As a care manager, she conducts assessments to create individualized plans of care to address any barriers or concerns. Laurel collaborates with participants, community members, and other providers to achieve identified goals. She tracks progress and identifies trends. She is a strong asset to our team in Albany.

In addition to Pathway of Hope Case Management training, care managers are trained in client-centered, strength-based frameworks. Moreover, staff understand the importance of culturally appropriate and trauma informed services. Finally, program staff are required to attend mandated reporter, sexual harassment, workplace, and community safety trainings, as well as many other organization-required trainings to ensure safety, collaboration, and effective service delivery.

[Authorized Persons](#)

Board Authorized Corporate Signatories

Michael J. Southwick
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(845) 620-7329

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74 Overlook Trail, Chester, NY 10918
(845) 620-7381

Local Authorized Person

Trisha Smouse, Captain
Director of Albany County Operations
20 S Ferry St., Albany, NY
O: (518) 463-6678 x3 C: (845) 263-6297

Professional Experience

The Salvation Army has a long, rich history of providing emergency assistance, food pantries, soup kitchens, shelter (family, youth, and single shelters), and community programs that address the specific needs of a family. In addition to a food pantry, The Salvation Army in Albany offers a mobile feeding canteen that provides hot meals to those identified as homeless in our community. Additionally, The Salvation Army provides vouchers for clothing, furniture, and other household items, as well as other forms of financial assistance, including rental, prescription, identification, hygiene, and transportation assistance. All Albany County residents are eligible for emergency services. Moreover, the program offers wrap-around services to community residents through Pathway of Hope and Health Home Care Management by offering individualized plans of care. These programs offer linkage to services such as mental health services for all persons, including LGBTQ youth, without discrimination, workforce development and education. Further, The Salvation Army provides cultural and performing arts for youth in the community and link participants to other services as well. Finally, The Salvation Army provides character building and educational programs for seniors and youth that focus on developing the whole person. These programs focus on health, nutrition, recreation, education, character development, and life skill building.

The Salvation Army is enhancing our traditional emergency food and financial assistance programs with a case management model that focuses on embracing and supporting those experiencing new and/or increased hardship. This model, named

Pathway of Hope, has been developed to integrate into our current programs, enhance the impact of our services, and create a case management system to coordinate lasting change for those we serve through The Salvation Army in the county.

The Salvation Army has a strong reputation and long history of working with marginalized and vulnerable individuals and families across the globe. When emergency services are provided, The Salvation Army builds relationships with people and comes to understand their needs. The Salvation Army has likely already served many of the families that would enroll in Pathway of Hope as they move in and out of crises and utilize support throughout the year. The Salvation Army has the staff infrastructure and supervisory framework to support the work. It also operates units located in 48 upstate counties.

The Salvation Army is well positioned to take on the critical work of serving those in need as evidenced through the administration of over 100 contracts funded through such entities as Department of Health (DOH), Department of Housing and Urban Development (HUD), Office of Temporary and Disability Assistance (OTDA), Emergency Food and Shelter Programs (EFSP), Homeless Housing, Assistance and Prevention (HHAP), Hunger Prevention and Nutrition Assistance Program (HPNAP), United Way, Office of Victims of Crime (OVC), Office of Victim Services (OVS), and Office of Child and Family Services (OCFS). These funders rely on The Salvation Army's expertise in compliance, continuous quality improvement, and adherence to the regulations surrounding varied funding streams. The Empire State Division has undertaken division/state-wide initiatives to address the cycle of generational poverty in the areas of: Health Home Care Management, Affordable/Supportive Housing, and Alternatives to Juvenile Incarceration.

The Salvation Army Board of Directors

THE SALVATION ARMY a New York Corporation

FEIN 13-5562351

DUNS 06-2517941

Executive Address: 440 West Nyack Road West Nyack, New York 10994-1739

T 845-620-7200 F 845-620-7615

Board of Trustees

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Ruth A. Stoneburner Trustee 11 Forest Ridge Rd Nyack, NY 10960

G. Lorraine Bamford Trustee 6 Matthew Drive Chestnut Ridge, NY 10977

Deslea A. Maxwell Trustee 9 Patriot Drive Airmont, NY 10952

References

Legislator making and/or supporting project:

Carolyn McLaughlin (D)
Legislative District 1
76 Grandview Terrace
Albany, NY 12206
Phone: 518-376-5120
Email: Carolyn.Mclaughlin@albanycountyny.gov

The Salvation Army provides direct client assistance in partnership with:

Nettie Romanzo-Smith, Performance Consultant
Healthy Alliance
(518) 401-0703

Libby Miller, Program Coordinator
Food Pantries for the Capital District
32 Essex Street
Albany, NY 12206
518-458-1167

Nicole Bryl, Chief Executive Officer
Children's Health Home Upstate New York
585-867-4833

Alexis Soto, Reduced Fare Program Specialist (STAR and ACCESS Transit)
Capital District Transportation Authority
110 Watervliet Ave
Albany, NY 12206
518-482-8822

Plan Implementation

Pathway of Hope Case Managers will work intensively with the entire family to help them achieve their short and long-term goals through collaboration and providing access to community resources. Case Managers will meet with families as often as necessary (once a week) at the onset of program enrollment and regularly thereafter (minimally bi-weekly). Client meetings will occur through outreach-based strategies including home visits, community sites, at The Salvation Army's offices, or wherever the client is able.

Each Case Manager will work with the head of household to increase employability and the skills needed to maintain employment, in addition to responding to the needs of all family members across a broad spectrum. Life-skills building, health literacy, and financial

planning can educate clients on such things as budgeting, repairing credit, banking, landlord/tenant relations, and any additional training that families identify as necessary to increase their stability and self-sufficiency.

Targeting families with children came from the desire to have an intergenerational impact on poverty. By positively influencing the lives of parents, the Salvation Army can create better living conditions for children. Influencing children in their development years is crucial, as studies show that children who spend more than half of their life in poverty are 32 times more likely to be in poverty as an adult.

The following are the expected measurable outcomes of this program:

Measurable Outcome	Data Source	Details	Case Manager (CM) Action Steps:
Increased overall family stability (17 domains to assess self-sufficiency improvements over time)	Self-Sufficiency Matrix (SSM) assessment at entry, and every 90 days	Case Manager tracks progress of each family throughout their time in the program; first at project entry, then every 90 days thereafter. Expect an overall improvement in score from entry to exit.	Continue to complete SSOM assessment at intake, 90 day interims and at closing/exit.
Increased hope in the ability to have short and/or long-range goals, a sense of direction, and feelings of value and worth.	Herth Hope assessment at entry, and every 90 days	Case Manager tracks progress of each family throughout their time in the program; first at project entry, then every 90 days thereafter. Expect an overall improvement in score from entry to exit.	Continue to complete HHI assessment at intake, 90 day interims and at closing/exit.
Decreased usage of emergency services	Enrollment/Entry assessment and each 90 day assessment	Case Manager and family will identify ways to decrease emergency service usage thereby increasing stability – decreasing crises resulting in emergency needs	Continue to collect information on emergency assistance usage at Salvation Army units – as is required to complete the POH enrollment/entry. This is only required for families that enter POH program – this is not required for PIC clients.
Improve or maintain appropriate Housing	Data collection – entry and interim assessments from CM and client	CM and Client will identify housing needs and determine goals needed to improve housing. Stable, safe and affordable housing is	All families will have a housing goal (Improve or maintain housing or housing stability). Narratives can include condition of the home (appeared clean and organized) or identify what family wants/needs to

		imperative to self-sufficiency.	work on – family seeks to repair broken railing or has a broken window to repair, etc. If nothing else is needed, and they are maintaining the home – then indicate that the family continues to maintain safe, affordable, appropriate housing.
Improved financial stability (Increased income, more stable financial status)	Intake assessment and 90 day interim assessments: <ul style="list-style-type: none"> • Total family income; • Self-Sufficiency Matrix score; • # of use of emergency services in previous 90 days 	CM and client family identify ways to build financial stability, including increasing income, financial planning and fewer crises. Measured throughout time in POH as compared to entry/exit. Will include financial planning/budgeting; assessing expenses and income	Ensure accurate collection of <u>all family income</u> – earned income from employment, child support, side jobs, retro payments, SSI/SSDI etc for ALL family members – it is recorded under Head of Household income. <u>All families will have a financial stability goal</u> (increase wages, decrease spending, pay off loans, budgeting, credit counseling /improve credit). This can be in tandem with obtain/maintain employment. If the client has employment, then financial stability could be to budget better – that will require that the CM complete budgeting activity with the family. Narratives for this will go in the Financial Stability goal. If the goal is only to obtain employment, the notes can reflect the progress in the employment goal.
Improve access to medical and behavioral health care for children	Data Collection – Children’s Care Management Screening Tool, documented service transaction	CM will complete CCMP screen on every child under 21 in HH during outreach (PIC) and document in ServicePoint service transactions. Once eligibility is determined, appropriate referrals will be made to increase access and improve care provided to children.	CCMP screening for every child (under age 21) Service transaction is completed on the HoH’s account, will have HOH and child being assessed checked in the transaction. Please follow the narrative provided to you and follow through with referrals as needed. Example: if there are two children, there should be two service transactions.

Scope of Services

The Salvation Army's Pathway of Hope Case Management Services aims to address intergenerational poverty. The funds from this grant will be used to supplement the Pathway of Hope program by providing direct client assistance in the form of identification (SS cards, ID, Birth Certificates, Other), Transportation (Bus Passes, Taxi/Uber, Mileage), Rental Assistance, Childcare Assistance, Education Assistance (Courses, Laptops, Books, Etc.), Furniture/Clothing/Household Items for those in need to help eliminate barriers and increase access to services.

The Salvation Army has a long, rich history of providing emergency assistance, food pantries, soup kitchens, shelter, and community programs that address the specific needs of a family. The Salvation Army is enhancing our traditional emergency food and financial assistance programs with a case management model that focuses on embracing and supporting those experiencing new and/or increased hardship. **This model, named Pathway of Hope (POH), has been developed to integrate into our current programs, enhance the impact of our services, and create a case management system to coordinate lasting change for those we serve through The Salvation Army in Albany County.**

Pathway of Hope is an innovative approach to working with families struggling to break the cycle of intergenerational poverty. Almost 40% of children spend at least one year in poverty before age 18 and the longer a child is in poverty, the greater the chance they will remain in poverty as an adult. POH targets poor and vulnerable families facing barriers to sufficiency and who have a desire to act, by creating a plan to reduce hindrances and define action steps to overcome those challenges. It is a community-based project, meaning that the case manager will meet clients in their homes and communities, rather than having the clients come to our offices located at 20 S Ferry St., Albany, NY 12202. It is important that participants meet in a space that is safe and accessible to them in order to build trust and rapport. Furthermore, we believe this model helps to eliminate barriers to services for those historically marginalized because of availability, convenience, and cultural awareness.

The Case Manager works alongside the family to identify resources, secure support, liaison, and advocate as well as educate and uplift the family as they work toward achieving their goals. Support services, referrals, and links to community resources are critical to addressing the family's needs. Concrete support such as food baskets, resume writing, or transportation, as well as intangibles such as emotional support, education, and skill-building are provided by the Case Manager or community partners.

During engagement and outreach, the Case Manager will conduct assessments that inform goal planning around improving social determinants of health and increasing positive health outcomes. Examples of goals include safe, affordable housing, accessing medical care, mental/behavioral health care, substance use treatment, skill building and

education, workforce development, etc. Children's and Adult Health Homes screening will be provided to all families to ensure proper care coordination is offered and available and that children and adults are connected to a variety of resources including physicians, dentists, behavioral health experts, and substance use treatment.

Pathway of Hope operates from the perspective that people are of worth, families have untapped potential for growth, and that change takes time and intention. Recent research suggests that hope is a defining factor in sustainable change and that without hope for a better future, many will give up and remain in the cycle of poverty and pain. POH offers hope to those who need it or seek it. Taking a holistic approach to working with the entire family system allows The Salvation Army to offer services, referrals and support in ways other approaches cannot. Hope comes in many forms such as faith-based support, pastoral care, or peer mentoring. POH services incorporate those into the assessment and service plan with the family. POH is committed to helping families overcome the barriers that impede self-sufficiency and limits hope.

Timeline for Initiation of Services

The benefits of this award will be immediate and long-lasting. Once the grant has been awarded, The Salvation Army will immediately set up and begin marketing the services. Marketing will include neighborhood outreach, as well as internal outreach. All of those served through this program will be low income. Outreach will be conducted to reach the targeted demographic, including neighborhood canvassing with neighborhood specialists. Further, The Salvation Army will host events to promote the services. We will also advertise the program during regular activities and services, such as holiday assistance, food pantry, mass food distribution, and youth and senior programs. Finally, the program will be advertised through the Healthy Alliance referral platform.

Funds for the program will be allocated for those services outlined in this proposal (ID, transportation, clothing, furniture, household items, etc.) using assessments and budgeting tools to determine the best use of funds. Information will be tracked in Service Point Database, Unite Us Database, and Internal Salvation Army Spreadsheets.

Cost Proposal

The total request from Albany County for the services outlined herein is \$25,000 to cover costs of program management (administrative fees) and direct client assistance (ID, transportation, furniture, clothing, household items, and rental, childcare, and education assistance). Of the \$25,000 requested, \$22,500 is going directly back into the community to assist program participants in breaking the cycle of poverty by eliminating barriers toward self-sufficiency.

Budget for Pathway of Hope	Program Cost	Funding from Legislative Grant	Funding from Other Sources
Identification (State ID, SS Card, Birth Certificate, etc.)	\$2,500	\$1,500	\$1,000
Transportation (Taxi/Uber, Bus Passes)	\$3,200	\$500	\$2,700
Furniture, Clothing, and other Household Items	\$5,000	\$2,000	\$3,000
Rental Assistance	\$27,500	\$10,300	\$17,200
Childcare Assistance	\$5,000	\$5,000	
Education (courses, laptops, books, etc.)	\$3,200	\$3,200	
Occupancy (phones, internet, space)	\$5,000		\$5,000
Administrative Services	\$10,000	\$2,500	\$7,500
Salaries and Wages	\$40,000		\$40,000
Insurance, Taxes, Fringe	\$23,000		\$23,000
Professional Development and Training	\$200		\$200
Equipment	\$1,100		\$1,100
Supplies	\$250		\$250
Total Budget	\$125,950	\$25,000	\$100,950

The above cost proposal is outlined for one specialized Pathway of Hope Case Manager to provide services to 120 persons by connecting participants to job training, health services, childcare, education, housing options, legal services, transportation, while breaking down barriers to services and breaking cycles of poverty. Social Determinants of Health data notes that most barriers to self-sufficiency in Albany County center around housing, clothing, furniture, we included those items in the budget. Moreover, community forums and client narratives indicate a need for identification, transportation, household items, clothing, stable housing, childcare, and education, thus, we have included those items in the budget as well.

While it is difficult to outline the costs because of varying levels of need and type, the budget was created around 32 families with average household sizes of 4 persons each,

totaling 128 persons. The following is an outline of budget amounts for 120-130 people served by these funds.

Identification is budgeted for \$1500, which accounts for approximately \$25 per adult per household. These costs will vary as different forms of identification have different costs associated with them.

Transportation is budgeted at \$500. Albany has a good bus system; therefore, the intention is to utilize public transportation when possible, decreasing the cost-of-service provision.

Furniture/Clothing/Household Items is budgeted at \$2000 because as people transition from crisis to stability, there will be a need for these basic needs among most program participants. The funds will be utilized two-fold. When applicable, individuals will be provided with a voucher for a local Salvation Army thrift store. When items cannot be ascertained through this process, then, the care manager may provide gift cards and or new items from local stores.

Rental assistance is budgeted at \$10,300, which affords between \$300-\$350 per household in assistance toward stable housing.

Childcare is budgeted at \$500. These funds will be used to help assist families in childcare options that may have a fee, and other associated fees with childcare.

Education Assistance is budgeted at \$3,200. This amount includes the purchase of laptops or tablets to complete homework, books, internet, and coursework enrollment for program participants working toward increased education.

Administrative Fee budget is \$2,500. This includes all the programmatic and financial oversight of the program for this funding stream.

If this program is not funded by the county, The Salvation Army will continue to seek other funding sources. Directors are seeking grants, reimbursable program fees, and individual donors and foundations for ongoing support. Moreover, the director of major gifts is working with local donors to increase funding from other sources.

[Mandatory Documentation](#)

Attachment A: The Non-Collusive Bidding Certificate

Attachment B: Acknowledgment by Proposer

Attachment C: Vender Responsibility Questionnaire

Attachment D: Iranian Energy Divestment Certification

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
HAROLD L. JOYCE COUNTY OFFICE BUILDING

112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588

TITLE: Community Development and Services RFP NUMBER: 2023-054

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.

Please fill out this form to let purchase know that you have received the information.

Company Name: The Salvation Army

Address: 20 S Ferry Street

City: Albany State: NY Zip Code: 12202

Contact Person: Trisha Smouse

Title: Director of Albany County Operations

Phone Number: (518)-463-6678 * Fax Number: (518) 463-0138

E-Mail: trisha.smouse@use.salvationarmy.org

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 trisha.smouse@use.salvationarmy.org

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
HAROLD L. JOYCE COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 1000
ALBANY, NY 12207

Please only fill this form out if you don't plan to submit an RFP

NON-PROPOSER RESPONSE

RFP #2023-054

Community Development and 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: _____

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Community Development and Services
Support for Pathway of Hope Case Management
RFP Number: 2023-054

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
Harold L. Joyce County Office Building
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:

Trisha Smouse, Director of Albany County Operations
The Salvation Army, Albany
20 S Ferry St., Albany, NY 12202
Phone: 845-263-6297 or 518-463-6678
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: Community Development and Services - Support for Pathway of Hope Case Management
RFP Number: 2023-054

COMPANY: The Salvation Army
ADDRESS: 440 West Nyack Rd
CITY, STATE, ZIP: West Nyack, NY 10994
TEL NO.: 845-620-7329
FAX NO.:
FEDERAL TAX ID NO.: 13-5562351
REPRESENTATIVE: Ashlee K. Cartwright
E-MAIL: Ashlee.Cartwright@use.salvationarmy.org

SIGNATURE AND TITLE

DATE

5/4/2023



Associate General Counsel

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.

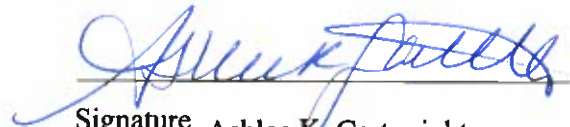
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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 Ashlee K. Cartwright

Associate General Counsel

Title

The Salvation Army

Company Name

May 4, 2023

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

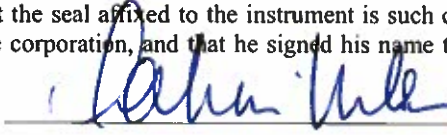
On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

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

If Corporation:

STATE OF New York COUNTY OF _____)
Rockland) SS.:

On this 4th day of May, 2023, before me personally appeared Ashlee K. Cartwright to me known, who, being by me sworn, did say that he resides at (give address) 74 Overlook Trail, Chester, NY 10918; that she is the (give title) Associate General Counsel of the (name of corporation) The Salvation Army, 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.



Tahnia Wilson
Notary Public, State of New York No. 01WI6213088
Qualified in Rockland County
Commission Expires November 2, 2023

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 The Salvation Army		3. IDENTIFICATION NUMBERS a) FEIN # 13-5562351 b) DUNS # 062571941	
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 440 West Nyack Road West Nyack, NY 10994		7. TELEPHONE NUMBER 845-620-7200	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 Ashlee K. Cartwright Title Associate General Counsel Telephone Number 845-620-7328 Fax Number e-mail Ashlee.Cartwright@use.salvationarmy.org			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME *See attached BOT list	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 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:			
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>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	<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>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	<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>	<input type="checkbox"/> Yes <input checked="" 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?</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>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" 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?</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>	<input type="checkbox"/> Yes <input checked="" 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 checked="" type="checkbox"/> No

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

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 # 13-5562351

State of: New York)
) ss:
County of: Rockland)


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.

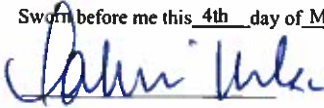
The undersigned certifies that he/she:

- 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: The Salvation Army
Address: 440 West Nyack Rd.
City, State, Zip: West Nyack, NY 10994


Signature of Owner 
Printed Name of Signatory Ashlee K. Cartwright
Title Associate General Counsel

Sworn before me this 4th day of May, 2023:



Notary Public
Tahniah Wilson
Notary Public, State of New York
No. 01W16213088
Qualified in Rockland County
Commission Expires November 2, 2025

Ashlee K. Cartwright
Printed Name


Signature

May 4, 2023

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

Ashlee K. Cartwright, Associate General Counsel

Title

The Salvation Army

Company Name

May 4, 2023

Date

Albany County Request for Contract Approval

Contract #	2023-1093
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	A1010 - Legislature
Date Submitted	Tuesday, June 06, 2023
Contact Person	Ford, Eric
Contact Phone	() -518
Vendor Info	African American Culture Center 135 South Pearl Street, Albany, NY 12202
Estimated Amount	\$25,000.00
Estimated Term	6/30/2023 to 6/30/2024
Scope of Services	Youth Artists Advocacy: provides performing arts training for youth 14-18 yrs. Youth participants collaborate with local artists on themes focused on reducing violence among teen peers while developing social emotional skills.
Budget Line Item	AA1010 - 44011 - - -
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



ANDREW JOYCE
CHAIRMAN

ALBANY COUNTY LEGISLATURE
HAROLD L. JOYCE ALBANY COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 710
ALBANY, NEW YORK 12207
PHONE: (518) 447-7168 | FAX: (518) 447-5683
WWW.ALBANYCOUNTY.COM

NECOLE M. CHAMBERS
CLERK

PAUL T. DEVANE
FIRST DEPUTY CLERK

MEMORANDUM

To: Contract Administration Board
From: Albany County Legislature
Date: June 7, 2023
RE: African American Culture Center

The Legislature is requesting approval of a Community Development, Public Health and Safety Program contract with the African American Culture Center in the amount of \$25,000. The contract is to support youth artist advocacy and provide performing arts training to youth 14 to 18 years of age. Youth participants also collaborate with local artists on themes focused on reducing violence among teen peers while developing social emotional skills.



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: Eric Ford
Director of Budget and Fiscal Studies- Legislator

FROM: Pamela O'Neill *Pamela*
Purchasing Agent

DATE: June 6, 2023

RE: RFP #2023-054 Community Development

I am in receipt of your recommendation to award the aforementioned to the following organizations:

- Salvation Army- South End Campus Award: \$25,000
- African American Cultural
Center of the Capital Region Award: \$25,000
- Eden's Rose Award: \$25,000
- In Our Own Voices Award: \$25,000
- Youth FX Award: \$12,500
- Shalom Food Pantry Award: \$10,000
- Maimonides Hebrew Day School Award: \$25,000
- West Hill Farmers Market Award: \$24,960
- Capital District Irish American
Assoc., Inc. Award: \$25,000

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 organizations recommended.

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



**African American
Cultural Center**
of the Capital Region, Inc.

Report to Albany County RFP #2023-054

Support for Community Development and Services

Cultural and Performing Arts Programing

Prepared for:

Pamela O Neill
Albany County Purchasing Agent
Harold L. Joyce County Office Building
112 State Street, **Room 1000**
Albany, New York 12207

Submitted by:

Barbara Howard, Program Director

Linda Jackson-Chalmers, President

African American Cultural Center of the Capitol Region

135 South Pearl St

Albany, New York 12202

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II. Qualifications and Experience	3
Summary of Professional Staff	5
III. Plan Implementation	5
IV. Cost Proposal	7
V. Attachments	8

II. Qualifications and Experiences

In January 2012, after a series of tragic incidents in the African American community, several community leaders joined forces to establish and incorporate the African American Cultural Center of the Capital Region, Inc. (AACCCR), with the explicit purpose of providing a center and a place for the local and regional community to come together to learn and celebrate the rich history and culture of the African American experience. Following its incorporation, the AACCCR was fortunate to receive a major gift from the Alice Moore and the Charles Touhey Foundations for ownership of the former Key Bank building and adjacent lot at the strategic location on South Pearl Street and Madison Avenue.

For the past seven years the AACCCR has been successful in developing and training a committed Board of Directors, and with community and business support, has sponsored and produced an array of programs and events that have brought hundreds of people together from all walks of life to engage in culturally enriching experiences.

The African American History Month Celebration at the Palace Theater (formally the Gospel Gala), the Juneteenth and Kwanzaa Celebrations are our signature events, but we also offer on-going art exhibitions, lectures, forums, theatrical performances, art classes and youth programming. Our events are designed to feature the talents of local artists, performers, musicians, and poets.

The AACCCR Board's strategic goals include utilizing our property more effectively by renovating and expanding our infrastructure to create more program space. We envision the AACCCR as a world class institution that provides relevant programs, events and activities that highlight the rich culture of the African American experience.

Much has been accomplished over the past decade: renovation and updated facilities of our historical building, many successful community/regional events such as Juneteenth, art exhibitions in our new gallery space and the recent purchase of 106 South Pearl Street (the former McDonald's Restaurant) to create a green grocery in the South End. This exciting venture is made possible through many community and business partnerships. The South End Grocery is a farm-to-community store aimed at combating the food desert in one of Albany's depressed neighborhoods. The store is up and functioning and has become an immediate hit with both local and regional customers. In the months ahead, we are looking forward to establishing more in house programming and collaborations with community partners. "To celebrate, inspire and empower the Community through the preservation, cultivation and presentation of African American culture and identity throughout New York's Capital Region." AACCCR Mission Statement

Board of Directors

Board of Directors

Linda Jackson-Chalmers, Retired Albany Public School Admin.

President

James Mitchell, Retired Budget Analyst NYS Dept. of Transport.

Vice President

Larry Mauldin, Retired Budget Analyst NYS Dept. of Transport.

Treasurer

Christian Jones, Retired Budget Analyst NYS Dept. of Transport.

Marilyn Jones-Oliver, Assist. Principal Albany Public Schools

Dr. Joseph Rukanshagiza, Prof. Emeritus The Sage Colleges

Minika Udoko, JD Pace University School of Law

Members

Travon Jackson
Executive Director

III. Plan Implementation

Summary of Professional Staff for Program

Barbara N Howard

Youth Artistry Advocates is a program comprised of Ben Productions & Black Theater Troupe of Upstate New York. YAA is an ensemble of performing and teaching artists. Ben Productions is a performing arts program founded by Barbara N Howard, an Albany, New York native. Barbara N. Howard is a NYS certified elementary educator, she has over twenty years in the field of education. She is currently a Theater Arts teacher for Brighter Choice Charter School for Boys in Albany, New York. Mrs. Howard is an award-winning professional actor, recording artist and storyteller. Mrs. Howard designs creative programs that connect young people to the arts by developing theater arts curriculum and has been a creative teaching artist for organizations wanting to deepen community engagement while striving for artistic excellence.

Jean Remy Monnay

Black Theater Troupe of Upstate New York was originally founded as Soul Rebel Performance Troupe in November 2009 by veteran actor Jean-Remy Monnay as a not-for-profit organization to foster understanding, appreciation and participation of the performing arts among communities of color. Headquartered in New York State's Capital Region, Black Theatre Troupe promotes performance and theatrical pieces by, and about, artists of color.

Program Activities

Youth Artistry Advocacy is an innovative theater arts program for adolescents which, provides performing arts training for youth 12-18yrs. Youth participants collaborate with local artists to produce a theatrical musical production with a theme focused on reducing violence among teens while developing social emotional skills.

During a six-week on-the-job training program in performing arts, youth will collaborate with teaching artists to create a Theatrical Musical production. Participants will work as either the performing cast or production crew. Each week summer youth employees, will rehearse and also participate in professional development workshops which will include, career workshops, creative workshops in writing, video production, stage management, and costume design, to give participants a more complete understanding of theater-making and the collaboration needed to produce a show.

Social-Emotional Learning SEL is woven into the YAA experiences through "Restorative Practises," "Nonviolent Communication," NVC, and small group discussion about emotional intelligence and healthy relationships. Participants learn and use "Critical Response Process" CRP as a feedback method to engage in rich dialogue with their audience and each other.

What is Youth Artistry Advocacy?

1. A creative collaboration between youth and adults.
2. A youth inspired & performed, musical theater production.
3. A community conversation focused on emotional health and de-escalating conflict.
4. An on the job training and mentorship program for adolescents.

We are targeting youth in local communities who do not have access to performing arts programs, Capital Woods Area, Arbor Hill, and West Hill. We will be working with youth from the ages of 12 – 18 years old.

Program Partners

Youth Artistry Advocates (YAA) - is a creative collaboration between organizations with deep ties and roots to arts and culture in the Capitol Region.

African-American Cultural Center of the Capitol Region

BTTUNY's Youth Theater Programs

Barbara Howard, Ben Productions

Capital Rep Theater

Albany Boys and Girls Club

Staff Positions

Company manager

Director

Choreographer

Musical Director

Stage manager

Social Workers

Measurable Outcomes

Develop Data from the beginning, surveys to parents and scholars, initial level of understanding of the arts, level of expectations for the program, what do they want to receive from the program.

Historically successful programs:

African American Cultural Center of the Capital Region (AACCCR) Summer Theater Program; Palace Theater Black History Month Celebration (Producer); Capital Repertory Theater, Teacher-Artist; Brighter Choice Charter School for Boys, Theater Arts Teacher; Summer Leadership Program for Girls, Co-Organizer.

References:

Albany County Legislator Hon. Wanda Willingham

IV. Cost Proposal

Budget Section	Description	Amount Budgeted
Contracted Services	Company Manager	5000
	Director	2500
Contracted Services	Musical Director	2000
	Asst musical Director	1000
	Family/Student Coordinator	1500
	Stage Manager	500
	Choreographer	2000
	Social Worker/Counselor	1000
	Social Worker/Counselor	1000
	Social Media / Marketing	1000
	Videographer	1000
Youth Stipends	Dance Captain	250
Production Costs		1500
Background checks for staff over 18yrs old		500
Licensing Cost	Music and Scripts	1000
workshop supplies		850
Guest workshop specialists		1000
printing copying		200
Venue Cost		500
Transportation		1000
Supplies	Production Supplies/ costumes props	2000
Food refreshments		500
Field Trips		1000
set design		1200
Total		30000

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Community Development and Services
RFP Number: 2023-054

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
Harold L. Joyce County Office Building
112 State Street, Room 1000
Albany, NY 12207

COUNTY OF ALBANY

COST PROPOSAL FORM PROPOSAL

IDENTIFICATION:

Title: Community Development and Services RFP
Number: 2023-054

COMPANY: African American Cultural Center of Capital Region

ADDRESS: 135 S Pearl Street

CITY, STATE, ZIP: Albany, New York 12202

TEL. NO.: (518) 458-8302

FAX NO.: _____

FEDERAL TAX ID NO.: 90-0799855

REPRESENTATIVE: Linda Jackson- Chalmers

E-MAIL: ljacksonchalmers@gmail.com

SIGNATURE AND TITLE L. Jackson-Chalmers
President, Board of Directors

DATE 5/5/2023

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Corporation:

STATE OF NY)
COUNTY OF Albany) SS.:

On this 5th day of May, 2023, before me personally appeared Linda Jackson-Chalmers to me known, who, being by me sworn, did say that ~~he~~ resides at (give address) 471 Woodlawn Ave, Albany NY 12208 that she is the (give title) President of the Board of Directors of the (name of corporation) Community Development Program, 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.

Elizabeth A. Floyd

Notary Public, State of NY

ELIZABETH A. FLOYD
Notary Public, State of New York
Qualified in Albany Co., No. 01FL6408730
Commission Expires Sept. 8, 2024

Qualified in _____

**ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR African-American Cultural Center of the Capital Region			
2. VENDOR'S LEGAL BUSINESS NAME African-American Cultural Center of the Capital Region		3. IDENTIFICATION NUMBERS a) FEIN # 90-0799855 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) https://www.theaacccr.org/	
5. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 135 S Pearl Street ALBANY NEW YORK 12202		7. TELEPHONE NUMBER (518) 458-8302	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 (518) 419-0156	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name LINDA JACKSON-Chalmers Title President, Board of Directors Telephone Number (518) 458-8302 Fax Number e-mail ljacksonchalmers@gmail.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Travon JACKSON	TITLE Executive Director	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. <input type="checkbox"/> <input checked="" type="checkbox"/>			
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.		Yes	<input checked="" type="radio"/> 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"/>	<input type="checkbox"/>
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>		Yes	<input checked="" type="radio"/> 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>		Yes	<input checked="" type="radio"/> 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), AFFLIATIE 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 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>	<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 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>	<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 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 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	FEIN #	

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

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
African American Cultural
 Address
135 S. Pearl St. Center
 City, State, Zip
Albany, N.Y. 12202

Signature of Owner *L. Jackson-Chalmers*
 Printed Name of Signatory *L. Jackson-Chalmers*
 Title *President, Board of Directors*

Sworn before me this *5th* day of *May*, 20*23*

AACCCR PROPOSAL TO ALBANY COUNTY RFP #2023-054 SUPORT COMMUNITY DEV & SERVICES

Elizabeth A. Floyd

Notary Public

ELIZABETH A. FLOYD
Notary Public, State of New York
Qualified in Albany Co., No. 01FL6408730
Commission Expires Sept. 8, 2024

L. Jackson-Chalmers

Printed Name

L. Jackson-Chalmers

Signature

5/5/2023

Date

Albany County Request for Contract Approval

Contract #	2023-1094
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	A1010 - Legislature
Date Submitted	Tuesday, June 06, 2023
Contact Person	Ford, Eric
Contact Phone	() -518
Vendor Info	Eden's Rose Foundation 498 First Street, Albany, NY 12206
Estimated Amount	\$25,000.00
Estimated Term	6/30/2023 to 6/30/2024
Scope of Services	Wheels up Program: provides for the services and expenses of a bicycle repair program for youth in low-income communities in Albany.
Budget Line Item	AA1010 - 44011 - - -
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



ANDREW JOYCE
CHAIRMAN

ALBANY COUNTY LEGISLATURE
HAROLD L. JOYCE ALBANY COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 710
ALBANY, NEW YORK 12207
PHONE: (518) 447-7168 | FAX: (518) 447-5683
WWW.ALBANYCOUNTY.COM

NECOLE M. CHAMBERS
CLERK

PAUL T. DEVANE
FIRST DEPUTY CLERK

MEMORANDUM

To: Contract Administration Board
From: Albany County Legislature
Date: June 7, 2023
RE: Eden's Rose Foundation

The Legislature is requesting approval of a Community Development, Public Health and Safety Program contract with the Eden's Rose Foundation in the amount of \$25,000. The contract is to support the "Wheels up Program" which provides for provision of a bicycle repair program for youth in low-income communities in Albany County.



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: Eric Ford
Director of Budget and Fiscal Studies- Legislator

FROM: Pamela O'Neill *Pamela*
Purchasing Agent

DATE: June 6, 2023

RE: RFP #2023-054 Community Development

I am in receipt of your recommendation to award the aforementioned to the following organizations:

- Salvation Army- South End Campus Award: \$25,000
- African American Cultural
Center of the Capital Region Award: \$25,000
- Eden's Rose Award: \$25,000
- In Our Own Voices Award: \$25,000
- Youth FX Award: \$12,500
- Shalom Food Pantry Award: \$10,000
- Maimonides Hebrew Day School Award: \$25,000
- West Hill Farmers Market Award: \$24,960
- Capital District Irish American
Assoc., Inc. Award: \$25,000

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 organizations recommended.

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

**Response to Request For Proposals
RFP#2023-054
COMMUNITY DEVELOPMENT AND SERVICES**

WheelsUp

Learning - Working - Riding

“Vocational Programming for Low-income Youth within District 4”

Prepared for:

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
PAMELA O NEILL, PURCHASING AGENT HAROLD L. JOYCE COUNTY
OFFICE BUILDING 112 STATE STREET, ROOM 1000
ALBANY, NY 12207

Submitted by:

THE EDEN'S ROSE FOUNDATION 501c3 NON-PROFIT PUBLIC CHARITY

NYS 416102, EIN 26-3807697

GREGORY SHELDON - EXECUTIVE DIRECTOR
498 FIRST STREET
ALBANY NY 12206
518-227-1568
GREGORY@EDENSROSE.ORG
May 5th, 2023

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QUALIFICATION OF PROPOSER:

Proposer Contact Information:

Gregory Sheldon - Executive Director

Gregory@EdensRose.Org

498 First St. Albany NY 12206

518-227-1568

Our organization has worked to develop grassroots solutions to systemic problems within at risk and underserved communities since 2008. Our work focus has always been for the development of individual and community capacity to meet urgent and basic needs.

Our work in District 4 comprising the West Hill neighborhood since 2015, has been rooted in culturally pertinent, economically, and environmentally sustainable programming for youth and underserved or at risk families living below the poverty line.

Our programs include

- The Albany Victory Gardens, which conducts urban greening programs through capacity building for community food production and community food system support. Teaching community members for free and providing space, tools, and equipment through our Urban Farmers Training Program
- The Produce Pickup Project, starting at the beginning of the Covid-19 Pandemic, is an entirely community member run volunteer program that feeds over 100 families daily, 4 days a week over 2,000 lb per day of fresh and nutritious produce. We have successfully delivered over 750,000 lbs of nutritious food into the community.
- Youth Blueberry Orchard- this youth focused program gets kids involved in outdoor spaces, learning through play and outdoor indigenous training and also supports Summer Youth Employment opportunities. STEM activities, and service learning as a platform, have led to the development of an orchard holding over 300 blueberry bushes built by community members for community members.
- The Community Corner- this neighborhood greening installation takes place on the corner of First and Quail St., an area geographically plagued by gun violence. This program, built by neighborhood youth, hosts demonstration sites for community member businesses promoting entrepreneurship, community engagement, ownership, and community spaces.

Our organization has worked tirelessly to develop critical programming for community youth specifically residing in the West Hill, West End, and Ann Arbor Hill communities. These programs have created employment opportunities for over 150 individual participants and we have directly supported over 350 youth engaged in our programs. Through our community food and basic needs outreach programs we have served over 3,500 youth in our community.

We believe firmly in giving youth the tools and skills matched with appropriate opportunities for their development as a means of inciting change, inspiring hope and empowering sustainable community development that will enrich our neighborhoods and produce the community equity that has been so critically absent.

References:

Name(s) of Legislators making and/or supporting this request:

Primary Sponsor:
Norma J. Chapman (D)
Albany County Legislative District 4
404 First Street
Albany, NY 12206
Phone: (518) 434-6549
Email: Norma.Chapman@albanycountyny.gov

Additional Sponsor:

Merton D. Simpson (D)
Albany County Legislative District 2
295 Sheridan Avenue Apt 1
Albany, NY 12206
Phone: (518) 253-3536
Email: Merton.Simpson@albanycountyny.gov

Name(s) and contact information of other individuals or organizations supporting this Request:

Michele Puleo O'Hare
Executive Director of the St. Catherine's Center for Children Foundation
40 North Main Ave.
Albany, New York 12203
518-453-6702
Cell 518-410-5941
mpuleoohare@st-cath.org

Jordan Alexander
Executive Director of Grateful Villages 501-c3
498 First St
Albany, New York 12206
845-274-8934
Jordan@GratefulVillages.org

Ed Brennan
President Albany Bicycle Coalition
518-416-5692

Scope of Services

The Wheels Up program is a youth vocational training program that takes into consideration the unique set of circumstances many of our community families are facing. The motto for our program is "Learning, Working, Riding" and our grant funded activities will follow that basic mandate.

We Begin by teaching kids pre-vocational skills and aptitude development that enable them to enter the workforce more prepared. Secure and edifying mentor-led group socializations, help to develop interpersonal skills and build awareness of work responsibilities and relationships.

Creating a learning environment that is focused on meeting individual kids needs allows our program to pivot and adequately support kids by meeting them where they're at.

Actual technical skills and basic mechanics lessons are trained through the bicycle equipment repair and maintenance training camps which take place at our indoor bike center on the corner of Partridge St. and Sherman St. or at any number of our community pop-up events hosted throughout the summer at the Community Corner on First St. and Quail St. and the Westhill Farmers Market. Pairing kids with trained bicycle Master Mechanics and other skilled individuals helps teach kids first hand one on one about engineering mechanics and other basic skills which will serve them later in life and also enable them to repair, resurrect, or construct bicycles that will be given by the youth trainees to other individuals in the community in need of bikes.

The capstone of our program is when bike mechanic trainees construct the bike of their choosing which will belong to them and be utilized in our competitive outdoor sports activities. Socializing safe riding skills together with pertinent organizations trained in the specific safety measures required for safe riding as well as trail riding lessons at our 5-mile bike course accessible to kids within the community. Youth participants in our program will truly be able to learn, work, and ride pointing their wheels up towards a better future.

Cost Proposal:

Our total request from Albany County for the services outlined herein is \$24,976.37 to cover the costs of parts, tools, supplies, services, and equipment needed to provide vocational programming to low income youth in Legislative District 4.

Parts \$4074.75
 Equipment \$8979.50
 Services \$7400.00
 Supplies \$4089.24
 Tools \$432.88

Total = \$24,976.37

A detailed price breakdown including part numbers, use descriptions, costs for each item and more below:

Part Number	Qty	Locat ion	Description	Price	total	UPC	notes	
14044	1	ct 4	BRAKE SHOES OR8 MTB 72mm BOLT-ON BK/RD box of 50 pairs	\$159.99	\$159.99	7277 4124 893	This should carry us for the next 6 months for the repair of 50 mountain bikes	part
63611	10	ct 4	TUBE SUNLT UTILITY 700x25-32 27x1-1/8x1-1/4 PV60/SMTH/NRC FFW25mm	\$2.79	\$27.90	8885 7100 8348	for road bike repair	tool
63277	20	ct 4	TUBE SUNLT 26x1.90-2.35 SV48mm FFW51mm	\$3.39	\$67.80	7277 4632 770	Long stem for mountain bikes to fit newer rims that are deeper set	part

61265	1	Distri	LUBE TRI-FLOW 6 oz DRIP BOTTLE	\$93.29	\$93.29	3205 lubrication for all chains, barings 3210 and cables. sufficient for one year 600 for bike repairs.	supply
62218	5	Distri	LUBE RnR GOLD 16oz 6/BK	\$15.19	\$75.95	8518 8000 mountain bike chains only 1065	supply
9133	50	Distri	KICKSTAND GREENFIELD 285mm ALY SL BAGGED	\$4.69	\$234.50	kick stands that fit anysize bike. important for bikes that had training 7507 wheels and now dont or girls bikes 6210 or mountain bikes with external shift 0042 mechanism	parts
35079	10	Distri	HEAD PART DC AHDSET STAR NUT 1-1/8 28.6	\$1.79	\$17.90	newer mtb handlebar adjustment common on walmart donated bikes. 8402 often times this is the only item 2600 needed to repair the bikes which 2330 come close to new	part
35078	10	Distri	HEAD PART DC AHDSET STAR NUT 1in 25.4	\$1.99	\$19.90	newer mtb handlebar adjustment common on walmart donated bikes. 8402 often times this is the only item 2600 needed to repair the bikes which 2309 come close to new	part
31547	3	Distri	HBAR PLUG LIZARD BLK FIT ALL BARS JRof100	\$21.49	\$64.47	helps protect a potential hazard where the handlebar ends become exposed. It is against BMX 6962 regulations to ride without these. 6075 This is the highest quality option and 8104 the cheapest price.	part
32023	30	Distri	GRIPS OR8 T-STAR 130mm BK/GY	\$3.99	\$119.70	7277 4320 233	part
31551	60	Distri	hand grips	\$4.79	\$287.40		part
26877	30	Distri	DER SUNRACE RDM37 SGS 7s DIRECT	\$8.69	\$260.70	4710 9442 These break often. a mtb part that is 2857 needed to shift gears 1	part

			BKw/REMOVABLE HANGER					
16211	30	Distri ct 4	CHAIN SRAM PC830 6/7/8s GY 114L POWERLINK	\$6.99	\$209.70	7108 4550 4839	mtb chains often rusted on kids bikes left outside	part
13430	2	Distri ct 4	CABLE TIP SUNLT ALY SL BTLoF500	\$14.99	\$29.98	7277 4134 304	tips for brake cable adjustment	part
14240	2	Distri ct 4	CABLE GEAR SUNLT 1.2x2000 STL SIS BXof100	\$49.99	\$99.98	7277 4142 408	universal cables for all bike repairs	part
13981	30	Distri ct 4	BRAKE SHOES CLK CANT 50mmPOST	\$2.99	\$89.70	5021 6460 0518 6	BMX style breaks	part
12070	5	Distri ct 4	BRAKE SHOES SUNLT ROAD BULK BK BGof25pr	\$19.99	\$99.95	7277 4120 703	cheaper walmart brand brake pads. these are needed for community repair events as well as bike rehabs	part
1911	10	Distri ct 4	BEARING SUNLT BB #64 9x5/16 1pc-SCH BXof10	\$11.49	\$114.90	7277 4019 113	cruisers and cheaper bike crank bearings	part
19124	2	Distri ct 4	BEARING SUNLT BB 5/16x7 1pc SMALL BXof10	\$11.49	\$22.98	8885 7104 2045	kiddie bike crank bearing.	part
1905	10	Distri ct 4	BEARING SUNLT BB #27 9x1/4 3pc BXof10	\$11.49	\$114.90	7277 4019 052	3 piece crank.these are for a modern mtb or road bike and wear quickly	part
1915	5	Distri ct 4	BEARING LOOSE BALLS SUNLT 1/4 BGof144	\$3.49	\$17.45	7277 4019 151	lose bearings that require manual rebuild on mtb and road bikes	part

			BEARING LOOSE BALLS			7277 lose bearings that require manual 4019 rebuild on mtb and road bikes	
1921	5	Distri ct 4	SUNLT 7/32 BGof144	\$2.79	\$13.95	212	part
59613	20	Distri ct 4	20" cruiser tire	\$12.99	\$259.80		Tires for BMX bikes. These are worn out by skidding and often need replacement at community events/ part
5911	50	Distri ct 4	20"x175 standard BMX street	\$7.99	\$399.50		Tires for BMX bikes. These are worn out by skidding and often need replacement at community events/ part
59810	10	Distri ct 4	27.5"x 2.1	\$16.99	\$169.90		5 bikes. new wave bike bigger tires, wider but not the giant ones part
590389	30	Distri ct 4	29" x 2.25	\$19.99	\$599.70		large size BMX bikes part
61056	10	Distri ct 4	allen tool 5-6 mm	\$1.99	\$19.90		for giving to kids with problems tightening handlebars tool
61445	1	Distri ct 4	threadless nuts tool	\$15.09	\$15.09		tool
glue	2	Distri ct 4	bike glue	\$10.00	\$20.00		https://www.amazon.com/Zetiling-Bicycle-Repair-Strong-Adhesive/dp/B07S71BVW2/ref=sr_1_5?crd=2C51C2D2BMNQ6&keywords=vulcanizing+rubber+cement&qid=1671121959&s=sporting-goods&sprefix=rubber+ce%2Csporting%2C77&sr=1-5 supply
Derailleur	1	Distri ct 4	CycloSpirit Derailleur Hanger Alignment Gauge	\$49.99	\$49.99		https://www.amazon.com/CycloSpirit-Derailleur-Hanger-Alignment-Gauge/dp/B077SZBZKY/ref=sr_1_2?crd=F39H1YL6URVN&keywords=daq-2.2&qid=1671121637&s=sporting-goods&sprefix=daq-2.2%2Csporting%2C122&sr=1-2 tool

wheel truing stand	1	Distri ct 4	Park Tool TS-2.3 Professional Wheel Truing Stand	\$379.50	\$379.50	https://www.amazon.com/Park-Tool-TS-2-3-Professional-Truing/dp/B0B2F7QNQ4/ref=pd_lpo_2?pd_rd_w=Dk0tx&content-id=amzn1.sym.116f529c-aa4d-4763-b2b6-4d614ec7dc00&pf_rd_p=116f529c-aa4d-4763-b2b6-4d614ec7dc00&pf_rd_r=9AZAWPNYEB68T39WN1HN&pd_rd_wg=dVGsN&pd_rd_r=8dfab143-a9b3-48a8-9640-57c18534dab5&pd_rd_j=B0B2F7QNQ4&psc=1	equipment
	2	Distri ct 4	vice	\$160.00	\$320.00		tool
	2	Distri ct 4	tool stations 2	\$1,000.00	\$2,000.00		equipment
	2	Distri ct 4	trail post	\$2,200.00	\$4,400.00	https://www.theparkcatalog.com/bike-repair-stand	equipment
	1	Distri ct 4	master mechanics station	\$2,200.00	\$2,200.00		equipment
	200	Distri ct 4	tee shirts	\$12.50	\$2,500.00		supply
	100	Distri ct 4	stickers	\$0.50	\$500.00		supply
	100	Distri ct 4	bike locks	\$6.00	\$600.00		parts
	1	Distri ct 4	contract mural at HQ	\$2,000.00	\$2,000.00		service
lead trainer for 9 months	9	Distri ct 4	contract lead mechanic	\$600.00	\$5,400.00		service
	30	Distri ct 4	helmets	\$30.00	\$900.00		supply
				Total	\$24,976.37		

**COUNTY OF
ALBANY**

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Community Development and Services
RFP Number: 2023-054

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General
Services Purchasing Division
Harold L. Joyce County Office Building
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:

Eden's Rose Foundation - Gregory Sheldon

498 First St Albany NY 12206

Gregory@EdensRose.Org

Phone: 518-227-1568

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: Community Development and Services
RFP Number: 2023-054

COMPANY: Eden's Rose Foundation

ADDRESS: 498 First St

CITY, STATE, ZIP: Albany NY 12206

TEL. NO.:

FAX NO.:

FEDERAL TAX ID NO.: 26-3807697

REPRESENTATIVE: Gregory Sheldon

E-MAIL: Gregory@EdensRose.Org

SIGNATURE AND TITLE _____

DATE 5/5/2023

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

Date

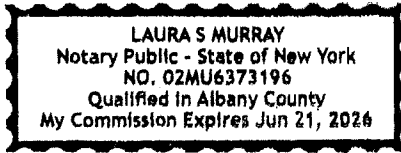
Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF New York COUNTY OF Albany)
) SS.:

On this 5th day of May, 2023, before me personally appeared Gregory J. Sheldon 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.



Laura S Murray
Notary Public, State of New York
Qualified in Albany County
Commission Expires June 21, 2026

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 _____)
) 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 THIS 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 PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
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 individual's 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>	<input type="checkbox"/>	<input type="checkbox"/>
a)	<p>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>	Yes	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>	Yes	No
c)	<p>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>	Yes	No
17.	<p>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>	—	—
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>	<input type="checkbox"/>	<input type="checkbox"/>
a)		Yes	No
b)		Yes	No
c)		Yes	No
19.	<p>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>	—	—
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 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>	—	—

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES ¹ :	<input type="checkbox"/>	<input type="checkbox"/>
		Yes	No
	<p>a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;</p> <p>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.</p>		

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 *[Handwritten Signature]*

Address

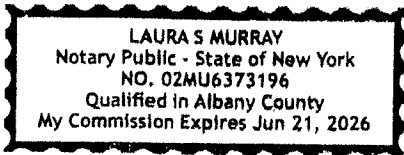
Printed Name of Signatory Gregory Shelton

City, State, Zip

Title Executive Director

Sworn before me this 5th day of May, 2023

Notary Public




Laura S Murray
Printed Name

Signature *Laura S Murray*
5/5/23
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.

5/9/23
Date

Signature

Title
FD
Company Name
Eley R...

Albany County Request for Contract Approval

Contract #	2023-1095
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	A1010 - Legislature
Date Submitted	Tuesday, June 06, 2023
Contact Person	Ford, Eric
Contact Phone	() -518
Vendor Info	In Our Own Voices 245 Lark Avenue, Albany, NY 12210
Estimated Amount	\$25,000.00
Estimated Term	6/30/2023 to 6/30/2024
Scope of Services	Expansion of Mental Health Services to LGBTQ+ youth, to include a contracted mental health social worker (LMSW) for youth focused counseling.
Budget Line Item	AA1010 - 44011 - - -
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



ANDREW JOYCE
CHAIRMAN

ALBANY COUNTY LEGISLATURE
HAROLD L. JOYCE ALBANY COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 710
ALBANY, NEW YORK 12207
PHONE: (518) 447-7168 | FAX: (518) 447-5683
WWW.ALBANYCOUNTY.COM

NECOLE M. CHAMBERS
CLERK

PAUL T. DEVANE
FIRST DEPUTY CLERK

MEMORANDUM

To: Contract Administration Board
From: Albany County Legislature
Date: June 7, 2023
RE: In Our Own Voices, Inc.

The Legislature is requesting approval of a Community Development, Public Health and Safety Program contract with In Our Own Voices, Inc. in the amount of \$25,000. The contract is to support the expansion of mental health services to LGBTQ youth, and includes a contracted licensed mental health social worker (LMSW) for youth focused counseling.



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: Eric Ford
Director of Budget and Fiscal Studies- Legislator

FROM: Pamela O'Neill *Pamela*
Purchasing Agent

DATE: June 6, 2023

RE: RFP #2023-054 Community Development

I am in receipt of your recommendation to award the aforementioned to the following organizations:

- Salvation Army- South End Campus Award: \$25,000
- African American Cultural
Center of the Capital Region Award: \$25,000
- Eden's Rose Award: \$25,000
- In Our Own Voices Award: \$25,000
- Youth FX Award: \$12,500
- Shalom Food Pantry Award: \$10,000
- Maimonides Hebrew Day School Award: \$25,000
- West Hill Farmers Market Award: \$24,960
- Capital District Irish American
Assoc., Inc. Award: \$25,000

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 organizations recommended.

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

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING
DIVISION HAROLD L. JOYCE COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 1000, ALBANY,
NY 12207 TELEPHONE: 518-447-7140/ FAX:
518-447-5588

TITLE: Community Development and Services RFP NUMBER:
2023-054

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.**

Please fill out this form to let purchase know that you have received the information.

Company Name: In Our Own Voices, Inc

Address: 245 Lark Avenue

City: Albany _____ State: NY _____ Zip Code: 12210

Contact Person: Tandra LaGrone

Title: CEO

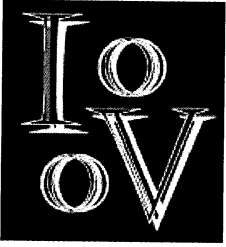
Phone Number: 518-432-4188 Fax Number: 518-432-2123 E-Mail:
tlagrone@inourownvoices.org

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 tlagrone@inourownvoices.org



In Our Own Voices, Inc.

245 Lark Street, Albany, New York 12210

**Request for : Mental Health Support Services for LGBT Youth and Young Adults
RFP Number: 2023-054**

Board of Directors

President
Rhonda Daniel

Secretary
Alicia Ortiz

Treasurer
Dr. Angela Ledford

Board Members
Damarise Mann
Nicolle Beaury
Melissa Kees

Chief Executive Officer
Tandra LaGrone

Prepared for:

**Pamela O Neill, Purchasing Agent
Albany County Department of
General Services Purchasing
Division
Harold L. Joyce County
Office Building 112
State Street, Room 1000
Albany, NY 12207**

Submitted by:

**Tandra LaGrone, CEO
In Our Own Voices, Inc
245 Lark Street
Albany NY 12210
P: 518-432-4188
tlagrone@inourownvoices.org**

OUR MISSION: is to work for and ensure the physical, mental, spiritual, political, cultural, economic survival and growth of the Lesbian, Gay, Bisexual and Transgender people of color communities.

In Our Own Voices, Inc. Proposal to Albany RFP-2023-054 Mental Health Services for LGBT Youth and Young Adults

Section I

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SECTION II:

Qualification / Experience -

In Our Own Voices, Inc (IOOV), is a 501(c)(3) not-for-profit organization, whose mission is to work for and ensure the physical, mental, spiritual, political, cultural and economic survival and growth of the Lesbian, Gay, Bisexual and Transgender people of color communities. Since 1998, IOOV has been a trusted resource for LGBTQIA+ Communities and mainstream services providers while remaining the only organization providing culturally specific services to the Capital Region.

IOOV is home to the Capital Region LGBT Anti-Violence Project-providing services to victims of crime including case management, counseling, personal advocacy, emergency assistance, assistance with referrals to obtaining shelter, clothing, transportation, nutritional needs, and navigation within the criminal justice/health and human service systems. Our experience in helping the LGBTQIA+ community is extensive, with the utilization of mental health and emergency services at a record high. In 2021, our numbers rose, providing services to over 6,900 individuals, 70% of whom identified as People of Color; 68% as Lesbian, Gay, Bisexual, Asexual, Pansexual, or Queer; and 47% as Transgender, Gender Non-Conforming, or Non-Binary. Almost a quarter of those seeking services are youth between 16 and 24. Our mental health services increased by 33%, and emergency assistance such as food, transportation, and rental requests by 40%.

Professional Staff:

In Our Own Voices currently has a dedicated staff of 15 that calls to the life experiences of our clients. Many identify with our core community, while others are strongly committed allies. The core staff that oversee the operations have extensive experience in direct services and training for the LGBTIA+ POC community with over 55 years combined experience within Albany and the Capital Region.

Tandra LaGrone, CEO

Tandra LaGrone has over 25 years of experience working with victims of domestic violence and sexual assault with an emphasis on LGBTIA+ POC survivors. Tandra has been Nationally and locally sought out as an expert in the area of culturally specific services and developing culturally relevant prevention campaigns. Tandra worked in the criminal justice field, in substance abuse and recovery programs, homeless programming and in youth empowerment services throughout the Capital Region. Tandra has provided over 15 years of direction and oversight to IOOV and has expanded the organization's programming, and enhanced financial objectives significantly during her tenure. Tandra was key in purchasing IOOV's building to ensure that LGBTIA+ POC had a "brick and mortar" safe space where they can seek refuge, support and healing. IOOV is one of the only LGBT organizations in the country to own their building. Tandra provides project oversight, and lends her expertise in the development of all project deliverables.

Phillip Burse, COO

Phillip Burse is a Black/African American Gay man who has worked at IOOV for over 15 years. Before his role as Chief Operating Officer, Phillip was the Director of LGBT Victim Services. Phillip has extensive expertise working with LGBTIA+ POC survivors of trauma and is the former President of the Board of Directors of the New York State Coalition Against Sexual Assault (NYSCASA) and served as the NYS Office of Victim Services Advisory Council for six years. Phillip provides supervision to the Director of Anti-Violence Services, assisting with the coordination of Survivor Advisory and Involvement initiatives (i.e. Sankofa Learning Series, and the Survivors Retreat) when needed, and overall program support.

Roxanne Ramlall, LCSW-LGBT MH Counselor

Roxanne Ramlall, LCSW provides trauma informed counseling to LGBTIA+ POC individuals. In addition to individual counseling, Roxanne assists with evaluating intake and assessment tools and develops training materials that are affirming to LGBTIA+ POC who are victims and survivors of DV/SA. She assists IOOV with training OVW grantees on culturally relevant intake and assessment, mental health, individual and group counseling process for LGBTIA+ POC victims/ survivors via web based, telephone consultation and/or on-site technical assistance.

Person Responsible to Bind In Our Own Voices, Inc.

The individual who can bind In Our Own Voices, Inc. is the Chief Executive Officer, Tandra LaGrone.

SECTION III:

References -

Albany County Legislators Matthew Peter and Lynne Lekakis are in support of IOOV's proposal.

SECTION IV:

Plan Implementation -

In Our Own Voices, Inc. respectfully requests funding to expand our culturally specific and affirming mental health services for Lesbian, Gay, Bisexual, Transgender, Gender Non-Confirming, and Non-Binary (LGB TGNCNB) youth 18-24 years old, specifically Black, Indigenous, and People of Color. For this RFP, Services are focused in Albany County.

SECTION V:

Cost Proposal Section -

To address the increased mental health needs, IOOV requests \$25,000 in program funding to expand our existing LGBTIA+ POC mental health services by adding one clinical consultant social worker to ensure our services are robust. It will allow us to continue to address critical issues in a trauma-informed and culturally specific manner to potentially 300-350 LGBTIA+ POC Youth and Young Adults. Services are estimated at \$80 per hour/5-6 hours a week, for an estimated 52 weeks.

**COUNTY OF
ALBANY**

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Mental Health Support Services for LGBT
Youth and Young Adults
RFP Number: 2023-054

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General
Services Purchasing Division
Harold L. Joyce County Office Building
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
4/14/23	Addendum #1
4/24/23	Addendum #2

(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:

Tandra LaGrone, CEO

In Our Own Voices, Inc
245 Lark Street

Albany NY 12210

Phone: 518-432-4188

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: Mental Health Support Services for LGBTQ youth and young adults

RFP Number: 2023-054

COMPANY: In Our Own Voices, Inc

ADDRESS: 245 Lark Street

CITY, STATE, ZIP: Albany NY 12210_____

TEL. NO.: 518-432-4188

FAX NO.: 518-432-4123

FEDERAL TAX ID NO.: 14-1804364

REPRESENTATIVE: Tandra LaGrone

E-MAIL: tlagrone@inourownvoices.org

SIGNATURE AND TITLE 

DATE 5/4/2023

Mental Health Support Services for LGBT Youth and Young Adults
RFP Number: 2023-054

In Our Own Voices, Inc.

Cost Proposal

Mental Health Counseling:

\$80 pr/hr, 5-6 hours per week for up to 52 weeks
Not to exceed \$25,000

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

CEO

Title

In Our Own Voices, Inc.

Company Name

5/4/2023

Date



Vendor Responsibility NFP Form

Status: Certified

Note: The content of any attached documents will not print with this page. To view or print an attached document, you must open it separately by clicking the corresponding hyperlink in the 'Uploaded Files' section of a question.

Basic Vendor Data

Entity Information

Legal Business Entity Name: IN OUR OWN VOICES INC
 TIN (EIN or SSN): 141804364
 Vendor ID: 1000014391
 Principal Place of Business: 245 LARK ST
 Albany, NY 12210
 USA
 Telephone: 518-432-4188
 Fax: 518-432-4123
 Website: www.inourownvoices.org
 Email: tlagrone@inourownvoices.org

Business Entity Information

Business Type: Not-For-Profit
 Business Activity: Non-Construction

Authorized Contacts

Name: Tandra LaGrone
 Title: Executive Director
 Telephone: (518)432-4188
 Fax: (518)432-4123
 Email: tlagrone@inourownvoices.org

Address: 245 Lark Street
 Albany, NY 12210
 United States

Name: Carmen Correa
 Title: Fiscal Director
 Telephone: (518)432-4188 x103
 Fax: (518)432-4123
 Email: ccorrea@inourownvoices.org

Address: 245 Lark Street
 Albany, NY 12210
 United States

I. Business Characteristics

1.0 Business Entity type - Please check appropriate box and provide additional information:

- Corporation (including PC)
- Limited Liability Co. (LLC or PLLC)
- Limited Liability Partnership
- Limited Partnership
- General Partnership
- Sole Proprietor
- Unincorporated Association
- Other - Specify

Date of Incorporation

03/18/1998

1.1 Was the Business Entity formed in New York State?

- Yes
- No

1.2 Is the Business Entity currently registered to do business in New York State with the Department of State?

Note: Select 'Not Required' if the Business Entity is a General Partnership.

- Yes
- No
- Not Required

1.3 Is the Business Entity registered as a Sales Tax vendor with the New York State Department of Taxation and Finance?

- Yes
- No

Explain and provide detail, such as 'not required', 'application in process', or other reasons for not being registered:

Not for Profit

1.4 Is the responding Business Entity a Joint Venture?

Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for each Business Entity comprising the Joint Venture.

- Yes
- No

1.5 Does the Business Entity have an active Charities Registration Number?

- Yes
- No

Enter Number

06-36-47

1.6 Does the Business Entity have a DUNS Number?

Yes

No

Enter DUNS Number

189753028

1.7 Is the Business Entity's Principal Place of Business/Executive Office in New York State?

Yes

No

Provide the address for one New York Office:
Address Line

245 Lark Street

City

Albany

State

NY

Zip Code

12210

Telephone

518-432-4188

1.8 Is the Business Entity's Principal Place of Business/Executive Office:

Owned

Rented

Other

1.9 Is the Business Entity a Minority Community Based Organization (MCBO)?

Yes

No

1.10 Identify current Key Employees of the Business Entity (include middle initial).

Note: If more than four (4) Key Employees need to be listed, select 'Attach Document' as the response.

Select method for providing this information:

Enter Below

Attach Document

Name

Tandra LaGrone

Title

CEO

Add another?

Yes

No

Name

Carmen Correa

Title

Fiscal Director

Add another?

Yes

No

Name

Phil Burse

Title

Chief of Operating Officer

Add another?

Yes

No

Name

Vanessa Gonzalez

Title

Director of Intervention Health Services

1.11 Identify current Trustees/Board Members of the Business Entity.

Note: If more than four (4) Trustees/Board Members need to be listed, please select 'Attach Document' as the response.

Select method for providing this information:

Enter Below

Attach Document

For each person, include name and title.

Uploaded Files

[Board's Profile.doc](#) 39K

II. Affiliates and Joint Venture Relationships

2.0 Does the Business Entity have any Affiliates?

Yes

No

Last Modified: Sep 17, 2013

Modified By: Carmen Correa

III. Contract History

Based on the Business Entity's New York State Vendor Identification Number (Vendor ID) provided, active contracts with any New York State contracting entities approved as of April 2012 by the Office of the State Comptroller and approved contracts submitted after April 2012 are displayed by selecting 'Contract Data' in the menu to the left.

3.0 Has the Business Entity held any other contracts with any New York State government entity in the last three (3) years which are not displayed?

Yes

No

(If more than four (4), list the four (4) contracts having the highest dollar value.)

Contract Number

C33715GG

Agency Name

New York State Department of Health

Contract Amount

665000

Contract Start Date

05/01/2019

Contract End Date

04/30/2024

Contract Description

Health and Human Services for Lesbian, Gay, Bisexual and Transgender Individual, Families and Communities

Add another?

Yes

No

Contract Number

C33885GG

Agency Name

Department of Health

Contract Amount

750000

Contract Start Date

05/01/2019

Contract End Date

04/30/2024

Contract Description

High Impact Prevention within Community of Color

Add another?

Yes

No

Contract Number

C11285GG

Agency Name

Victim Services of NY

Contract Amount

141909.94

Contract Start Date

10/01/2022

Contract End Date

09/30/2023

Contract Description

Offer support to crime victims. Advocate for LGBT crime Victims' and services with the criminal justice system and law enforcement agencies

Add another?

Yes

No

Last Modified: Dec 21, 2022
Modified By: Carmen Correa

IV. Integrity - Contract Bidding

Within the past five (5) years, has the Business Entity or any Affiliate:

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement?

Yes

No

4.1 Been subject to a denial or revocation of a government prequalification?

Yes

No

4.2 Been denied a contract award or had a bid rejected based on a finding of non-responsibility by a government entity?

Yes

No

4.3 Agreed to a voluntary exclusion from bidding/contracting with a government entity?

Yes

No

4.4 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?

Yes

No

Last Modified: Sep 17, 2013
Modified By: Carmen Correa

V. Integrity - Contract Award

Within the past five (5) years, has the Business Entity or any Affiliate:

5.0 Been suspended, cancelled or terminated for cause on any government contract?

Yes

No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?

Yes

No

5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?

Yes

No

Last Modified: Sep 17, 2013
Modified By: Carmen Correa

VI. Certifications/Licenses

Within the past five (5) years, has the Business Entity or any Affiliate:

- 6.0 Had a revocation, suspension or disbarment of any business or professional permit and/or license?
- Yes
 - No

Last Modified: Sep 17, 2013
Modified By: Carmen Correa

VII. Legal Proceedings

Within the past five (5) years, has the Business Entity or any Affiliate:

- 7.0 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?
- Yes
 No
- 7.1 Been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?
- Yes
 No
- 7.2 Received any OSHA citation, which resulted in a final determination classified as serious or willful?
- Yes
 No
- 7.3 Had a New York State Labor Law violation deemed willful?
- Yes
 No
- 7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?
- Yes
 No
- 7.5 Other than the previously disclosed:
(i) Been subject to the imposition of a fine or penalty in excess of \$1,000, imposed by any government entity as a result of the issuance of a citation, summons or notice of violation, or pursuant to any administrative, regulatory or judicial determination; or
(ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by government entity?
- Yes
 No

Last Modified: Aug 29, 2022
Modified By: Carmen Correa

VIII. Leadership Integrity

Note: If the Business Entity is a Joint Venture, answer N/A to the questions in this section.

Within the past five (5) years has any individual previously identified, any other Key Employees not previously identified, or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to any of the following:

- 8.0 A sanction imposed relative to any business or professional permit and/or license?
- Yes
 - No
 - N/A
- 8.1 An investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?
- Yes
 - No
 - N/A
- 8.2 An indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness?
- Yes
 - No
 - N/A
- 8.3 A misdemeanor or felony charge, indictment or conviction for:
- (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or
 - (ii) any crime, whether or not business-related, the underlying conduct of which is related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?
- Yes
 - No
 - N/A
- 8.4 A debarment from any government contracting process?
- Yes
 - No
 - N/A

Last Modified: Sep 17, 2013
Modified By: Carmen Correa

IX. Financial and Organizational Capacity

Note: If more than four (4) affiliates need to be listed, select 'Attach Document(s)' as the response.

- 9.0 Within the past five (5) years, has the Business Entity or any Affiliates received any formal unsatisfactory performance assessment(s) from any government entity on any contract?
- Yes
No
- 9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000?
- Yes
No
- 9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments over \$15,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 120 days?
- Yes
No
- 9.3 In the last seven (7) years has the Business Entity or any Affiliates initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?
- Yes
No
- 9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?
- Yes
No
- 9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?
- Yes
No
- 9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits?
- Yes
No

Last Modified: Sep 17, 2013
Modified By: Carmen Correa

X. Freedom of Information Law (FOIL)

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).

(Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.)

Yes

No

Last Modified: Sep 17, 2013
Modified By: Carmen Correa

XI. Authorized Contact for this Questionnaire

11.0 Name
Carmen Correa

11.1 Title
Fiscal Director

11.2 Email
ccorrea@inotrownvoices.org

11.3 Telephone
15184324188

11.4 Fax
5184324123

Last Modified: Aug 29, 2022
Modified By: Carmen Correa



New York State VendRep System Vendor Responsibility NFP Form

CERTIFICATION:

The undersigned recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York's contracting entities in making a responsibility determination regarding an award of a contract or approval of a subcontract; acknowledges that the State, or its contracting entities, may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 175.35 or a misdemeanor under Penal Law Section 175.30 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.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the state's contracting entities or the Office of the State Comptroller prior to the award and/or approval of a contract, or during the term of the contract.

Reminder:

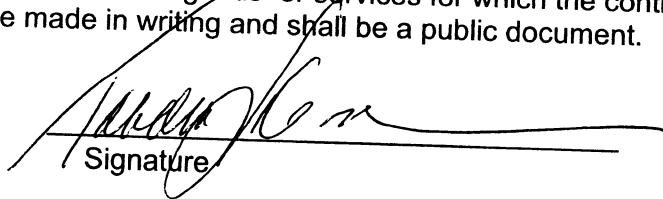
When filing the vendor responsibility questionnaire online via this System, the Business Entity must indicate in each bid/proposal submitted to a contracting entity that the required questionnaire has been electronically filed.

Also note that the VendRep System Timeliness Standard requires a Business Entity filing a questionnaire via the VendRep System to update and certify their questionnaire within six months prior to the bid/proposal due date or other contracting entity defined due date.

Legal Business Name: IN OUR OWN VOICES INC
Certifier's Name: Carmen Correa
Certifier's Title: Fiscal Director
Certification Date: May 3, 2023

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

CEO

Title

In Our Own Voices, Inc.

Company Name

5/4/23

Date

Albany County Request for Contract Approval

Contract #	2023-1098
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	A1010 - Legislature
Date Submitted	Tuesday, June 06, 2023
Contact Person	Ford, Eric
Contact Phone	() -518
Vendor Info	Maimonides Hebrew Day School 404 Partridge Street, Albany, NY 12208
Estimated Amount	\$25,000.00
Estimated Term	6/30/2023 to 6/30/2024
Scope of Services	Funding is to support and expand programming for the Camp Gan's youth summer physical & educational enrichment programs.
Budget Line Item	AA1010 - 44011 - - -
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



ANDREW JOYCE
CHAIRMAN

ALBANY COUNTY LEGISLATURE
HAROLD L. JOYCE ALBANY COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 710
ALBANY, NEW YORK 12207
PHONE: (518) 447-7168 | FAX: (518) 447-5683
WWW.ALBANYCOUNTY.COM

NECOLE M. CHAMBERS
CLERK

PAUL T. DEVANE
FIRST DEPUTY CLERK

MEMORANDUM

To: Contract Administration Board
From: Albany County Legislature
Date: June 7, 2023
RE: Maimonides Hebrew Day School

The Legislature is requesting approval of a Community Development, Public Health and Safety Program contract with Maimonides Hebrew Day School in the amount of \$25,000. The contract is to provided program support funding and expand programming for the Camp Gan's youth summer physical & educational enrichment programs.



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: Eric Ford
Director of Budget and Fiscal Studies- Legislator

FROM: Pamela O'Neill *Pamela*
Purchasing Agent

DATE: June 6, 2023

RE: RFP #2023-054 Community Development

I am in receipt of your recommendation to award the aforementioned to the following organizations:

- Salvation Army- South End Campus Award: \$25,000
- African American Cultural
Center of the Capital Region Award: \$25,000
- Eden's Rose Award: \$25,000
- In Our Own Voices Award: \$25,000
- Youth FX Award: \$12,500
- Shalom Food Pantry Award: \$10,000
- Maimonides Hebrew Day School Award: \$25,000
- West Hill Farmers Market Award: \$24,960
- Capital District Irish American
Assoc., Inc. Award: \$25,000

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 organizations recommended.

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

Maimonides Hebrew Day School

Profit & Loss

05/04/23

July 2021 through April 2022

Accrual Basis

	Jul '21 - Apr 22
Ordinary Income/Expense	
Income	
Camp Gan Israel Income	3,731.80
Donations & other Grants	
Donation	57,276.48
Grant Income	
Allocation (Federation)	27,609.30
Kids can build	327.00
Legacy Grant - Better Together	28,000.00
Silverstein Endowment Grant	5,000.00
Grant Income - Other	15,650.00
Total Grant Income	76,586.30
Total Donations & other Grants	133,862.78
Fundraising and special events	
Auction & Raffle	16,616.14
Charidy Fund Raiser	650.00
Dinner	150.00
Kaporos	226.00
Lunch Program	200.00
Total Fundraising and special events	17,842.14
Govt Grants	
Child Care income	101,377.11
Essential Workers	43,633.00
NYS Mandated Services	20,434.95
OSC Eans	109,116.98
Stabilization	33,708.69
Govt Grants - Other	121,877.82
Total Govt Grants	430,148.55
Other Income	
ERC Payroll Tax Credit	33,571.11
Income from Maimonides Day Care	9,000.00
Interest income	20.54
Library	25.00
Loan PPP Forgiven	83,000.00
Newsletter	36.00
Purim cards	146.00
Reimbursement for Expenses	44,040.20
Total Other Income	169,838.85
Tuition Books and Fees	
Returns & Allowances	-1,500.00
Tuition Books and Fees - Other	263,748.30
Total Tuition Books and Fees	262,248.30
Total Income	1,017,672.42
Expense	
26 Glenwood Operating expenses	3,155.44
Charitable Donation	930.00
Exp for Child Care	
MM Day Care Wages	200.00
MM Property Taxes	998.79
Exp for Child Care - Other	5,075.00
Total Exp for Child Care	6,273.79
Grant and Special Programs	-1,450.00
Insurance Expense	
Life and Disability Insurance	2,101.04

Maimonides Hebrew Day School

Profit & Loss

05/04/23

July 2021 through April 2022

Accrual Basis

	Jul '21 - Apr 22
Insurance Expense - Other	3,767.26
Total Insurance Expense	5,868.30
Misc and Administrative Expense	
Accounting Services	7,000.00
Advertising Expense	8,300.00
Auto Expense	21,212.50
Interest Expense	174.81
Miscellaneous Expense	4,175.93
Office Expenses	
Bank Service Charges	15.06
Bankcard fees	3,887.98
Printing	2,258.34
Office Expenses - Other	2,316.15
Total Office Expenses	8,477.53
Paypal Expenses	3,415.95
Professional & Contract Fees	6,673.00
Travel Expense	20.19
Total Misc and Administrative Expense	59,449.91
Occupancy Expenses	
Gas & Electric	11,349.69
Repairs and Maintenance	51,819.76
Water tax	872.60
Total Occupancy Expenses	64,042.05
PAYROLL & TAXES	
Payroll Expenses	343,771.15
Wages Gross	3,918.00
PAYROLL & TAXES - Other	8.75
Total PAYROLL & TAXES	347,697.90
Property Taxes	379.00
School programs expenses	
Art	420.00
Better Together	8,200.00
Camp Gan Israel Exp	18,580.80
Computer and Internet Expenses	11,059.27
Paid Activity Fee	856.00
Program Expenses Paid by Chase	16,104.94
Sports	66.00
Telephone & Internet	11,838.12
Torah Times	-214.00
School programs expenses - Other	300.00
Total School programs expenses	67,211.13
Special Event Expenses	
Chanuka Gelet	2,970.00
Exp For Auction	3,439.40
Exp for Dinner	97.17
Music	400.00
Special Projects	1,250.00
Total Special Event Expenses	8,156.57
Teaching Materials	
Books	3,295.40
Supplies	3,058.56
Total Teaching Materials	6,353.96

Maimonides Hebrew Day School

Profit & Loss

July 2021 through April 2022

	<u>Jul '21 - Apr 22</u>
Total Expense	568,068.05
Net Ordinary Income	449,604.37
Net Income	<u><u>449,604.37</u></u>

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Community Development and Services
RFP Number: 2023-054

COMPANY: Maimonides Hebrew day School

ADDRESS: 404 Partridge St

CITY, STATE, ZIP: Albany NY 12208

TEL. NO.: 518-453-9363

FAX NO.: 518-453-9362

FEDERAL TAX ID NO.: 22-2318286

REPRESENTATIVE: Yosef Rubin

E-MAIL: maimonidesschool@gmail.com

SIGNATURE AND TITLE *Y Rubin, Program Director*

DATE 5-3-23

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

Program Director

Title

5/2/2023

Date

Maimonides Hebrew Day School

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 NY)
COUNTY OF Albany) SS.:

On this 5 day of 3, 2023, before me personally appeared Yosef K. Rubin to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) Program Director of the (name of corporation) MAIMONIDES Hebrew Day School, 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.

ALAWI SAYED BILAL
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01AL6443005
QUALIFIED IN ALBANY COUNTY, State of NY
MY COMMISSION EXPIRES OCT 24, 2026

Sam Alan

Qualified in _____
Commission Expires _____

5-3-23

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 _____

ALBANY COUNTY
VENDOR
RESPONSIBILITY
QUESTIONNAIRE

FEIN #

State of: New York)
) ss:
County of: Albany)

CERTIFICATION:

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

The undersigned certifies that he/she:

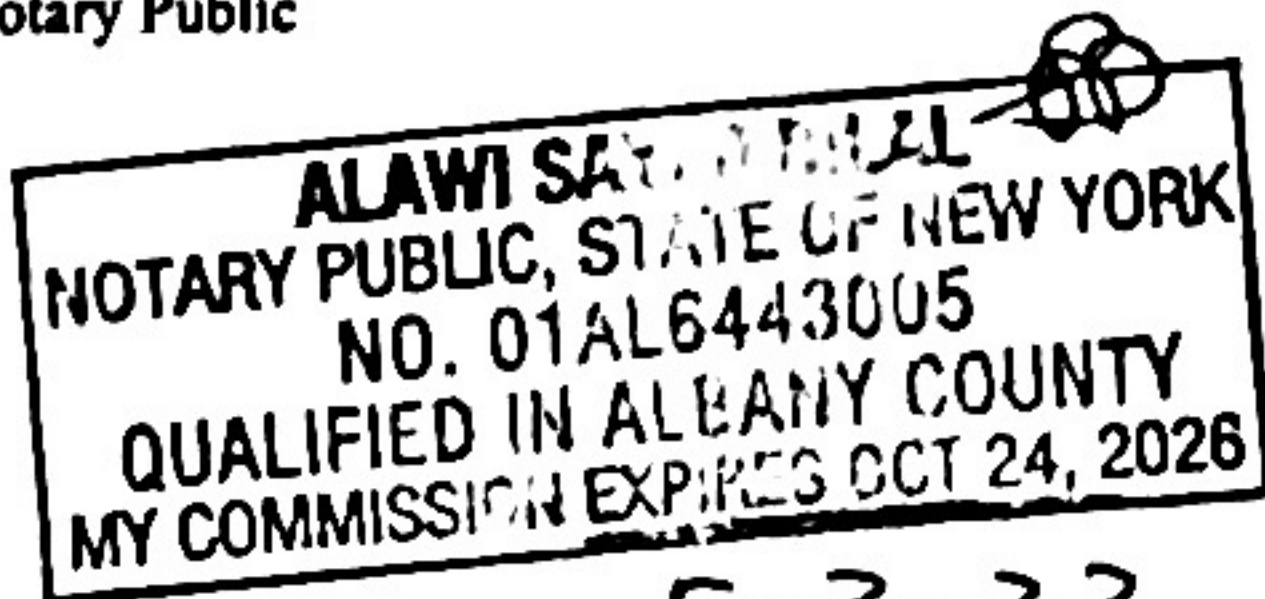
- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and 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.

Maimonides Hebrew Day School
404 Partridge St
Albany, NY, 12208

Signature of Owner *Y Rubin*
Printed Name of Signatory Yosef Rubin _____
Title _____

Sworn before me this 5 day of 3, 2023.

Notary Public



5-3-23

Sayed B Alawi
Printed Name
Sayed B Alawi
Signature
5-3-23
Date

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Maimonides Hebrew Day School		3. IDENTIFICATION NUMBERS a) FEIN #22-2318286 b) DUNS #849636964	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.maimonidesschool.org	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 404 Partridge St Albany NY 12208		7. TELEPHONE NUMBER 5184539362	8. FAX NUMBER 5184539362
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 Yosef Rubin Title: program Director Telephone Number 518-495-0772 Fax Number 5184539362 e-mail maimonidesschool@gmail.com			
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.		Yes	<input checked="" type="radio"/> 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"/>	<input type="checkbox"/>
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="radio"/> 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>		Yes	<input checked="" type="radio"/> No

16. WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:

- a) 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.
- 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?
- c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:
1. federal, state or local health laws, rules or regulations.

Yes No

Yes No

Yes No

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?

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."

Yes No

18. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:

- a) file returns or pay any applicable federal, state or city taxes?
Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.
- b) file returns or pay New York State unemployment insurance?
Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.
- c) Property Tax
Indicate the years the vendor failed to file.

Yes No

Yes No

Yes No

19. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF 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.

Yes No

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.

Yes 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.

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



Yosef Rubin

Title

Maimonides Hebrew Day School

Company Name

Date

5-3-23

B”H

Response To RFP Albany County #2023-054
COMMUNITY DEVELOPMENT AND SERVICES
Support for Youth Socialization and Educational Programming

Prepared For:
PAMELA O NEILL, PURCHASING AGENT
HAROLD L. JOYCE COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 1000
ALBANY, NY 12207

Submitted by:
Yosef Rubin, Program Director
Maimonides Hebrew Day School
(Camp Gan Israel Summer program)
404 Partridge St
Albany, NY 12208
518-495-0772 - maimonidesschool@gmail.com
www.maimonidesschool.org
EIN:22-2318286



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- C. References - page 4
- D. Scope of Experience - page 5
- E. Plan of Implementation - page 5
- F. Cost Proposal page - page 6

C. Qualifications and Experience

Maimonides Hebrew Day School, founded in Albany NY in 1980, is now in its 43rd year as a Pre-K to 12th grade NYSED and Board of Regents chartered school. We provide quality Jewish and General Studies education to Jewish students of a spectrum of religious affiliations and socio-economic levels. Our faculty are highly knowledgeable and experienced educators who personally live and love what and whom they teach, and invested in our school and local community. The school's dedicated faculty works as a cooperative team. Faculty meetings and digital communications, as well as training, teacher development and conferences, the school's flexibility, balance and empowerment all help bring the school's vision to the classroom both as a team effort and in giving teachers flexibility to teach in their personal style and to their best potential.

MHDS meets and exceeds NYS Education Dept standards. We follow and implement state guidelines, directives and benchmarks, along with best educational practices & recommendations with help from peer schools and support organizations. Our High School students take the NYS Regents exams and are involved in many communal organizations and activities. Learning at Maimonides is a multifaceted well-rounded experience, utilizing many methods and approaches, dual-curriculum and cross-curricular and extra-curricular, integrated and interconnected, with a spectrum of levels and layers within learning.

Maimonides Mission:

- To develop knowledgeable and aware students who function successfully in contemporary society.
- To promote independent & cooperative learning, critical thinking skills and creativity.

Maimonides provides for community year round: Child Care, K12 education, and summer educational programs.

Leadership Staff

Rochel Rubin, Maimonides Hebrew Day School Principal

Devorah Leah Mathless, Camp Gan Israel Director

Rebekah Wildman RN, Camp Nurse

Person authorized to bind Maimonides Hebrew Day School / Camp Gan Israel

Yosef Rubin, Program Director

Albany County Legislator supporting this proposal

Chairman Andrew Joyce

Maimonides Board of Directors

Board Member Name	Position	Committee Assignment	Employer	
Ruvain Kudan	Interim President	Finance	NYS Department of Public Service employee	
Israel Rubin	Chairperson	Leadership	Chabad Center	
Elisheva Liberman	Secretary	Outreach Meeting notes	Community Volunteer	
Jack Kaplowitz Esq.	Treasurer	Legal/Budget	Practicing attorney, State of New York	
Donald Stracher		Building Design	Founding partner The Stracher, Roth, Gilmore Architectural Firm	
Theodore Levin		Technology	IBM Nano Division employee	
Alan Backman		Transportation	Metropolitan Transportation Authority (MTA) employee (Retired)	
Dr. Edward Jacobs		Legacy Giving	Community Leader/Ob-Gyn (Retired)	
Sue Anne Grosberg		Outreach	Educator - Schenectady, New York	

D. References

Domingo Montes

15-LOVE's Program Director, has been a part of 15-LOVE family since the age of 12. Domingo started as a participant at Lincoln Park in Albany. Domingo coordinates staff and volunteers for all the school, after school, community and summer program sites.

domingomontes@15love.org

Rossi Maldonado Aquatics Director

Albany JCC

Email: rossim@albanyjcc.org

E. Scope of Experience

Socialization, and Educational/Vocational Programming for Youth

Maimonides has been providing the Camp Gan Israel summer educational programs for over 30 years
Providing safe fun educational programs for over 50 low income children in Albany County.

Camp Gan Israel is passionate about providing safe, quality programming, Tennis in partnership with 15 Love, aquatic activities and educational enrichment programs. Our mission is to encourage hands-on learning and build strong character and life skills. Camp Gan Israel gives the opportunity to make kids smile in a nurturing environment where they learn to share, respect and care for others, regardless of differences. We create a culture of happiness and cheer by forming a team of positive, upbeat role models. In summary we aim to provide a safe wholesome summer experience for children of low income families in Albany County.

Our summer multifaceted program will benefit youth and the surrounding community as Maimonides/ Camp Gan Israel is located in the heart of Pine Hills in Albany. Through partnering our camp programming with local Arts and Recreation organizations we add in-depth learning and cultural experiences to the community. The impact can be seen in interactive camp programming that fosters growth and discovery, enriching the community. The positive outcome can be seen in bringing more awareness, tolerance, and acceptance. Our community outreach with an outdoor Discover Learning Center with a neighborhood garden for the underserved; Maimonides/Camp Gan Israel adds great community value and cohesiveness to surrounding parks, baseball fields and basketball courts.

E. Plan Implementation

Throughout the Covid 19 pandemic Camp Gan Israel followed the guidance from Albany County Dept of Health's safety guidelines and continued to provide safe indoor and outdoor activities for children from low income families who needed that nurturing safe environment especially during pandemic. We propose using Albany County Legislative Funding to help provide a wholesome summer experience for youth from low income families by partnering with 15 Love, Albany JCC, NYS Parks Field trips and other recreational orgs with quality activities. We will also provide educational tutoring throughout the summer addressing the learning loss from the pandemic. All these services would be provided by our dedicated staff and trained counselors.

Timeline for Initiation of Services

The benefits of this award will be immediate and long lasting. Once the grant has been awarded we will be able to continue our quality programming to children of low income families in Albany County .

F. Cost Proposal

Our request from Albany County for services outlined herein is \$25,000 to help cover the costs of our summer program implementation with trained staff, activities, and supplies needed to provide wholesome summer educational programming with life skills to children of low income families in Albany County (District 8).

Camp Gan Israel Budget

Director 10,000

Counselors 20,000

Health/Nurse 1,000

Space rental 20,000

Educational Field trips 12,000

Utilities 3,000

Supplies 6,000

Activities 6,000

Insurance 3,000

Food 12,000

Total 93,000

Maimonides Hebrew Day School Budget following

Albany County Request for Contract Approval

Contract #	2023-1099
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	A1010 - Legislature
Date Submitted	Tuesday, June 06, 2023
Contact Person	Ford, Eric
Contact Phone	() -518
Vendor Info	Grateful Villages, Inc. 63 Quail Street, Albany, NY 12206
Estimated Amount	\$24,960.00
Estimated Term	6/30/2023 to 6/30/2024
Scope of Services	Job skills traing for 24 youth trainees utilizing community clean up projects and agricultural activities.
Budget Line Item	AA1010 - 44011 - - -
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



ANDREW JOYCE
CHAIRMAN

ALBANY COUNTY LEGISLATURE
HAROLD L. JOYCE ALBANY COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 710
ALBANY, NEW YORK 12207
PHONE: (518) 447-7168 | FAX: (518) 447-5683
WWW.ALBANYCOUNTY.COM

NECOLE M. CHAMBERS
CLERK

PAUL T. DEVANE
FIRST DEPUTY CLERK

MEMORANDUM

To: Contract Administration Board
From: Albany County Legislature
Date: June 7, 2023
RE: Grateful Villages, Inc.

The Legislature is requesting approval of a Community Development, Public Health and Safety Program contract with Grateful Villages, Inc. in the amount of \$24,960. The contract is to provide support funding to the West Hill Farmers Market program for provision of job skills training for 24 youth trainees utilizing community clean-up projects and agricultural activities.



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: Eric Ford
Director of Budget and Fiscal Studies- Legislator

FROM: Pamela O'Neill *Pamela*
Purchasing Agent

DATE: June 6, 2023

RE: RFP #2023-054 Community Development

I am in receipt of your recommendation to award the aforementioned to the following organizations:

- Salvation Army- South End Campus Award: \$25,000
- African American Cultural
Center of the Capital Region Award: \$25,000
- Eden's Rose Award: \$25,000
- In Our Own Voices Award: \$25,000
- Youth FX Award: \$12,500
- Shalom Food Pantry Award: \$10,000
- Maimonides Hebrew Day School Award: \$25,000
- West Hill Farmers Market Award: \$24,960
- Capital District Irish American
Assoc., Inc. Award: \$25,000

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 organizations recommended.

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

**Response to Request For Proposals
RFP#2023-054
COMMUNITY DEVELOPMENT AND SERVICES**

Westhill Farmers Market

**-Organic Sustainable Community Food System Project-
“Vocational Programming for Low-income Youth within District 4”**

Prepared for:

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
PAMELA O NEILL, PURCHASING AGENT HAROLD L. JOYCE COUNTY
OFFICE BUILDING 112 STATE STREET, ROOM 1000
ALBANY, NY 12207

Submitted by:

Grateful Villages INC.

501 c3 Non-Profit Public Charity

63 Quail Street
Albany NY, 12206

May 5th, 2023

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- II. Table of Contents
- III. Qualification of Proposer
- IV. Scope of Services
- V. Cost Proposal

QUALIFICATION OF PROPOSER

Grateful Villages was founded and has continued operations in the city of Albany and the West Hill Neighborhood since 2016. We have worked exclusively with the West Hill Community on projects that create employment training and opportunities as well as skills building and entrepreneurial shift for minority and impoverished individuals.

For the past 4 years we have maintained a vocational training program for Community youth which helps them adapt to a professional climate and a group setting and teaches the kind of things they need to know to get a job someday.

These programs have been hugely successful and led to the building of the west hill farmers market and other community programs which have now inspired the city of Albany to contribute resources for the rehabilitation of the city owned Alleyway behind our Farmers Market. Our organization is the first and only organization to operate a farmer's market in the west home neighborhood and one that trains youth on job skills.

Scope of Services

By Contracting community members and other local professionals to Mentor and become team leads for groups of Youth trainees we can prepare the kids in our neighborhood with job skills training that will allow them a better opportunity at succeeding in a professional environment.

These activities take place both indoors and Outdoors within the West Hill at our community locations and our offices. Kids will clean up vacant Lots, prepare agricultural spaces for community gardening programs as well as conduct Outreach in the neighborhood to help at-risk families know about available services for them like the West Hill farmers market.

Youth will not only learn skills about how to act in a job setting but also how to do basic skills like raking, shoveling, digging, and building small things like garden fences, and garden beds and other forms of agriculture. Youth will also have an opportunity to participate in the west hill farmers market.

Support

Name(s) of Legislators making and/or supporting this request:

Primary Sponsor:

Norma J. Chapman (D)
Albany County Legislative District 4
404 First Street

Name(s) and contact information of other individuals or organizations supporting this Request:

Mitch Keys 518-726-7873

Nancy Heinz 518-247-7861

Roy Isaac 518- 898-1220

Lavelle Cooley 518-364-9114

James Cobbins 518-360-3969

Community members

Cost Proposal:

Our total cost for this program is 24,960. This will allow us to contract trainers necessary for conducting these activities as well as an agricultural lead trainer to ensure our program is complete and effective. certain specific tools and supplies are needed to keep participants safe and provide them with the equipment necessary for Successfully engaging in community cleanup and agricultural activities.

This investment will allow us to serve 24 individual youth through Direct job skills training activities. the activities provided by the youth participants will reach an estimated 400 individual household activities for West Hill residents weekly, Culminating in 2400 individual household interactions improving the lives of West Hill residents.

The work completed through the training programs by the youth participants will also greatly improve and beautify the neighborhood through the development of Green Space and improving the quality of life in the community

item	description	cost
Agricultural Trainer	\$20 per hour. 6 hrs a day, 5 days a week. \$600 weekly for 4 months.	\$9,600.00
summer team lead 1	\$20 per hour. 8 hrs a day, 4 days a week. \$640 weekly for 6 weeks	\$3,840.00
summer team lead 2	\$20 per hour. 8 hrs a day, 4 days a week. \$640 weekly for 6 weeks	\$3,840.00
Tools	Agricultural tools and PPE	\$3,500.00
Supplies	porta potty, sanitary station, tool storage, water and health snacks for youth	\$4,180.00
		\$24,960.00

**COUNTY OF
ALBANY**

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Community Development and Services
RFP Number: 2023-054

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General
Services Purchasing Division
Harold L. Joyce County Office Building
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:

Jodi Scott
 63 Quail St
 Albany NY 12206
 518-331-0992

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: Community Development and Services
RFP Number: 2023-054

COMPANY: Grateful Villages

ADDRESS: 63 Quail ST

CITY, STATE, ZIP: Albany NY 12206_____

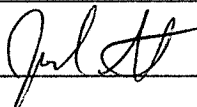
TEL. NO.: 518-331-0992

FAX NO.:

FEDERAL TAX ID NO.: _81-5420946_____

REPRESENTATIVE: Jodi Scott_____

E-MAIL: GratefulVillages@gmail.com_____

SIGNATURE AND TITLE Board President _____

DATE 5/5/2023_____

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.

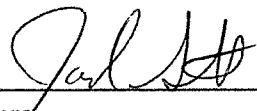
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

Board President

 Title

Grateful Villages Inc

 Company Name

5/5/23

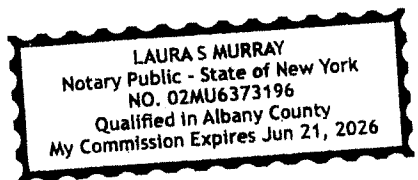
 Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF New York COUNTY OF Albany)
SS.

On this 5th day of May, 2023 before me personally appeared Jodi L. Scott 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.



Laura S Murray
Notary Public, State of New York
Qualified in Albany County
Commission Expires June 21, 2026

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: PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Grateful Villages INC		3. IDENTIFICATION NUMBERS a) FEIN # 81-5420946 b) DUNS #094793883	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) Gratefulvillages.ORG	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS EXECUTIVE OFFICE 63 Quail St Albany NY 12206		7. TELEPHONE NUMBER 518-331-0992	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 Jodi Scott Title Board President Telephone Number 518- 331-0992 Fax Number E-mail Gratefulvillages@gmail.com			
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.		Yes	NoX
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"/>	<input type="checkbox"/>
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"/> NoX
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>		Yes	NoX

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>	<input type="checkbox"/>	<input type="checkbox"/>
a)	<p>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>	Yes	No X
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>	Yes	No X
c)	<p>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>	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No X		
17.	<p>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>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yes	No X		
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>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No X
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No X
Yes	No X		
19.	<p>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>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yes	No X		
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 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>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yes	No X		

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;

X

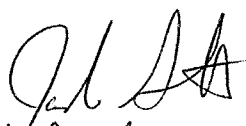
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

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.

5/5/23
Date

Signature 
Board President
 Title
Grateful Villages
 Company Name

**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

Jodi Scott
Printed Name

Jodi Scott
Signature

5/5/2023
Date

Albany County Request for Contract Approval

Contract #	2023-1100
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	A1010 - Legislature
Date Submitted	Tuesday, June 06, 2023
Contact Person	Ford, Eric
Contact Phone	() -518
Vendor Info	Capital Dirstrict Irish American Association 375 Ontario Street, Albany , NY 12208
Estimated Amount	\$25,000.00
Estimated Term	6/30/2023 to 6/30/2024
Scope of Services	Support funding for Cultural Educational and Socialization programming for community members.
Budget Line Item	AA1010 - 44011 - - -
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



ANDREW JOYCE
CHAIRMAN

ALBANY COUNTY LEGISLATURE
HAROLD L. JOYCE ALBANY COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 710
ALBANY, NEW YORK 12207
PHONE: (518) 447-7168 | FAX: (518) 447-5683
WWW.ALBANYCOUNTY.COM

NECOLE M. CHAMBERS
CLERK

PAUL T. DEVANE
FIRST DEPUTY CLERK

MEMORANDUM

To: Contract Administration Board
From: Albany County Legislature
Date: June 7, 2023
RE: Capital District Irish American Assoc., Inc.

The Legislature is requesting approval of a Community Development, Public Health and Safety Program contract with the Capital District Irish American Assoc., Inc. in the amount of \$25,000. The contract is to provide support funding for Cultural Education and Socialization programming to Albany County residents.



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: Eric Ford
Director of Budget and Fiscal Studies- Legislator

FROM: Pamela O'Neill *Pamela*
Purchasing Agent

DATE: June 6, 2023

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I am in receipt of your recommendation to award the aforementioned to the following organizations:

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

**Capital District Irish American Association
375 Ontario Street
Albany New York 12208**

**Response to Albany County RFP # 2023-054
Title: Community Development and Services**

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

Prepared for:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
Harold L. Joyce County Office Building
112 State Street, Room 1000
Albany, NY 12207

Submitted by:

Kevin O'Reilly, President
Capital District Irish American Association
375 Ontario Street
Albany New York 12208
518-528-5063 | kor1380224@gmail.com
EIN#: 52-2373395
Established 06/11/2002 (NY DOS ID:2777439) (Non-Profit with IRS 501(c)3 status

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

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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.

Established 06/11/2002 (NY DOS ID:2777439) (Non-Profit with IRS 501(c)3 status EIN: 52-2373395)

THE PRIMARY ACTIVITIES INCLUDE MUSICAL PERFORMANCES BY TRADITIONAL AND CONTEMPORARY IRISH MUSICIANS, PERFORMANCES OF TRADITIONAL IRISH DANCES, PERFORMANCES OF IRISH STORYTELLERS, COMPETITIONS AMONG IRISH MUSICIANS, DANCERS AND THESPIANS, AND EVENTS AND DISPLAYS RELATED TO IRISH HISTORY AND CULTURE CONDUCTED AT VARIOUS LOCATIONS THROUGHOUT THE CAPITAL DISTRICT.

**Kevin O'Reilly President Capital District Irish American Association (CDIAA)
Retired Chief Budget Analyst for New York State Department of Taxation & Finance in 2018 after over 35 years. During the work time developed and reported operational budgets, overview, report and review of Federal and State Grants and Criminal Asset Forfeiture, Agency liaison as New York State implemented a new statewide financial system.
CDIAA Board Member 19 years and President since 2020. Successfully navigated through COVID impacts on our population and facility with a wonderful Board of Directors all working together.**

SECTION III:

References - Please provide full name of at least one Albany County Legislator supporting your RFP proposal. This section may also include references from similar type projects.

Hon. Andrew Joyce

We want to also point out that our Organizations and the Facility are available for the needs of the Local Neighborhood Community and we typically make our existing Programs available to the general public. Currently or in the past we have served serve as a multi-district Election Voting Polling Place, City of Albany Assessor Review Location, Babe Ruth Little League and Girl Scouts event meeting space, Neighborhood Meeting space when requested by local political representatives for issues affecting our neighborhood, among others.

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.

We follow the recommended COVID health guidelines to offer a safe environment to enjoy our social events and programs. We feel that opportunities to reduce isolation and foster socialization is important to maintaining the good mental health of our Members/Community. In our opinion this is working as we have seen a steady increase in participation since the beginning of COVID back in 2020.

Within the CDIAA are varied organizations that carry on and promote the Irish Culture with lectures, live music, presentations, guest speakers, dances and instruction of the Irish Step Dancing and Set Dance. One of our member groups, The Ancient Order of Hibernians (AOH) has been doing this for over 100 years in the Albany County area.

The request will involve Music Program(s), Cultural Sporting Events, Preserving Albany History Lunches, Socialization Lunches, Ad-Hoc Cultural Presentations, Restoring a Monthly Cultural Program, Recruitment and Cultural for Youth (what we call our Juniors) Program, Recruitment/Retention for the membership at-large.

All of these Programs occur within District 7.

SECTION V:

Cost Proposal Section - The Cost Proposal Section must include all budgeted 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.

Music Program(s) throughout the year	- \$10,000 (CDIAA/AOH)	District 7
Cultural Sporting Events (Albany Rebels)	- \$ 5,000 (CDIAA/AOH)	District 7
Preserving Albany History Lunch w/LAOH	- \$ 2,000 (CDIAA)	District 7
Preserving Socialization Lunch	- \$ 1,000 (CDIAA)	District 7
Ad-Hoc Cultural Presentations	- \$ 2,000 (CDIAA/AOH)	District 7
Restoring Monthly Cultural Program	- \$ 2,000 (CDIAA)	District 7
Recruitment and Cultural for Youth (Jr's program)	- \$ 1,000 (CDIAA/AOH)	District 7
Recruitment	- \$ 2,000 (CDIAA/AOH)	District 7

All funding will be used for Nonpersonal Service expenditures.

The CDIAA is a 100% Volunteer Organization.

There are zero paid Personnel.

There are zero Employees.

There are zero paid/compensated members of the Board of Directors or its Officers.

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").

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Community Development and Services
RFP Number: 2023-054

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
Harold L. Joyce County Office Building
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

4/21/23 2023-054

(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;

CPI

(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:

Capital District Irish American Association

Kevin O'Reilly President _____

375 Ontario Street _____

Albany New York 12298

Phone: 518-528-5063

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

CP2
COUNTY OF ALBANY
COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Community Development and Services
RFP Number: 2023-054

COMPANY: Capital District Irish American Association

ADDRESS: 375 Ontario Street

CITY, STATE, ZIP: Albany, New York 12208

TEL. NO.: 518-528-5063

FAX NO.:

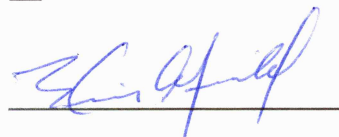
FEDERAL TAX ID NO.: 52-2373395

REPRESENTATIVE: Kevin O'Reilly

E-MAIL:

kor1380224@gmail.com _____

__ **SIGNATURE AND TITLE**

 _____ **President**

DATE

04/25/2023

CP3
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.

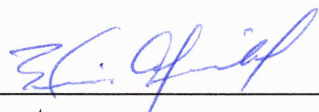
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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 President

Date April 27, 2023

Company Name Capital District Irish American Association

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this 27 day of April, 2023, before me personally appeared Kevin 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 _____

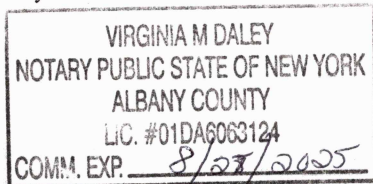
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Albany) SS.:

On this 27 day of April, 2023, before me personally appeared Kevin O'Reilly to me known, who, being by me sworn, did say that he resides at (give address) 224 Maple Ave Selkirk NY 12158; that he is the (give title) President of the (name of corporation) Capital District Irish American Association, 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.



Virginia M. Daley Virginia M. Daley

Notary Public, State of NY

Qualified in Albany

Commission Expires 8/27/2025

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: X <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Capital District Irish American Association		3. IDENTIFICATION NUMBERS a) FEIN # 52-2373395 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 375 Ontario Street Albany New York 12208		7. TELEPHONE NUMBER 518-438-8230	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 THIE QUESTIONNAIRE Name Kevin O'Reilly Title President Telephone Number 518-528-5063 Fax Number e-mail kor1380224@gmail.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Kevin O'Reilly	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.

Yes 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:

Yes No

a) An elected or appointed public official or officer?
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

Yes No

b) An officer of any political party organization in Albany County, whether paid or unpaid?
List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.

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), AFFLITATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:

Yes No

- a) 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.

Yes No

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?

c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:

Yes No

- 1. federal, state or local health laws, rules or regulations.

<p>17. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES ¹ HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?</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>Yes <input checked="" type="radio"/> 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?</p> <p><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?</p> <p><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</p> <p><i>Indicate the years the vendor failed to file.</i></p>	<p>Yes <input checked="" type="radio"/> No</p> <p>Yes <input checked="" type="radio"/> No</p> <p>Yes <input checked="" type="radio"/> No</p>
<p>19. 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>Yes <input checked="" type="radio"/> 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 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>Yes <input checked="" type="radio"/> No</p>
<p>21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹:</p> <p>a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;</p> <p>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.</p>	<p>Yes <input checked="" type="radio"/> No</p>

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 # 52-2373395

State of:) New York

) ss:

County of:) Albany

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business Capital District Irish American Assoc

Address 375 Ontario St City: Albany State: New York Zip: 12208

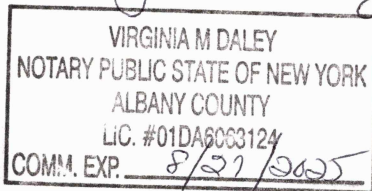
Signature of Owner

Printed Name of Signatory Kevin O'Reilly Title President

Sworn before me this 22 day of April, 2023

Notary Public

Virginia M. Daley



Kevin O'Reilly _____

Printed Name

Signature

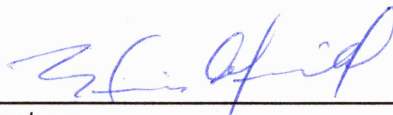
Date

Kevin O'Reilly

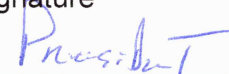
4/27/2023

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

Capital District Transit Authority Assoc. D 4/27/2023

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Capital District Irish American Association Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

375 Ontario Street

Requester's name and address (optional)

6 City, state, and ZIP code

Albany New York 12208

7 List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				

or

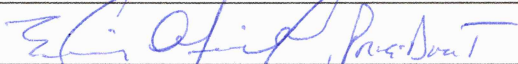
Employer identification number									
5	2	-	2	3	7	3	3	9	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ 4/17/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Albany County Request for Contract Approval

Contract #	2023-1075
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A3150 - Correctional Facility
Date Submitted	Monday, May 22, 2023
Contact Person	Harris, Tina
Contact Phone	1 (518) 487-5435
Vendor Info	Scotia Linen 2053 Central Avenue, Albany, New York 12205
Estimated Amount	\$24,000.00
Estimated Term	6/15/2023 to 6/14/2024
Scope of Services	Provide personal laundry and linen service for the Albany County Correctional Facility.
Budget Line Item	AA3150 - 44024 - - -
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



MICHAEL S. MONTELEONE
UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

Albany County Correctional Facility
840 Albany Shaker Road, Albany, New York 12211
(518) 869-2600 FAX (518) 869-3923

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: May 22, 2023
To: Contract Administration Board (CAB)
From: Michael J. Lyons, Superintendent
Subject: RFB-2023-056 Laundry Services

Briefly, this request is to enter into an Agreement between Albany County Correctional Facility and Scotia Linen to provide laundry and linen service for Albany County Correctional Facility. This Agreement is for the term of One(1) Year with Two (2) One (1) Year renewal options. Facility staff reviewed the bid tabulation and Scotia Linen was the sole vendor to submit a bid.



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
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 J. Lyons, Superintendent
Albany County Correctional Facility

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: May 5, 2023

RE: RFB #2023-056

I am in receipt of your recommendation to award the aforementioned Request for Bid to Scotia Linen Service in the amount of \$24,000.00

As Scotia Linen Services is the sole responsive and responsible 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.



MICHAEL S. MONTELEONE
UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

Albany County Correctional Facility
840 Albany Shaker Road, Albany, New York 12211
(518) 869-2600 FAX (518) 869-3923

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: May 5, 2023
To: Pamela O'Neil, Purchasing Agent
From: Michael J. Lyons, Superintendent
Subject: Laundry Services RFB 2023-056

Facility staff has solicited and reviewed the bid tabulation for the above referenced services and have no objection with the selection of Scotia Linen Service, the sole vendor to submit a bid.

RFB#2023-056	
Correctional Facility Laundry Services	
	Price Per Pound
Laundry Services	\$0.750
Exceptions:	2 days/week delivery under 1,700 lbs. Vendor is not to provide on site scale.
	Water soluble bags not necessary.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Correctional Facility Laundry Services**
Bid Number: **2023-056**

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 4-25-23 Number 2023-056

(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")

7. Communication concerning this Bid shall be addressed to:

James Welch

Jim.Welch@scotialiner.com

Phone: 518-281-1892

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

BF2

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Correctional Facility Laundry Services
Bid Number: 2023-056

Albany County Correctional Facility:

	Cost per pound
Laundry Services	\$ 0.75

Exceptions: - 2 day per week delivery under 1700 lbs
 (current average 550 lbs)
 - Vendor not to provide on site-scale
 - Water soluble bags not necessary

COMPANY: Scotia Linen Service
 ADDRESS: ~~156 Cortland Drive~~ 2053 Central Ave
 CITY, STATE, ZIP: Albany, NY 12053
 TEL. NO.: 518-281-1892
 FAX NO.: N/A
 FEDERAL TAX ID NO.: 14-1639014
 REPRESENTATIVE: Jim Welch
 E-MAIL: jim.welch@scotialinen.com
 SIGNATURE AND TITLE: James M. Welch VP Sales & Service
 DATE: 4-25-23

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.

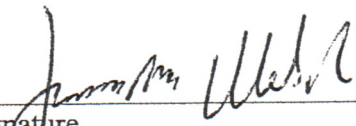
A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets 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

4-25-23

Date


Signature

VP sale & service
Title

Scotia Linen
Company Name

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME <i>Scotia Linen Service</i>		3. IDENTIFICATION NUMBERS a) FEIN # <i>14-1639014</i> 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 <i>2053 Central Avenue, Albany NY 12013</i>		7. TELEPHONE NUMBER	8. FAX NUMBER <i>N/A</i>
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER <i>518-869-3225</i>	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name <i>Jim Welch</i> Title <i>VP sales + service</i> Telephone Number <i>518-281-1892</i> Fax Number <i>N/A</i> e-mail <i>Jim.welch@gmail.com</i>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME <i>Don Malone</i>	TITLE <i>owner</i>	b) NAME	TITLE
c) NAME <i>Scott Malone</i>	TITLE <i>owner</i>	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.</p> <p>a)</p> <p>b)</p> <p>c)</p>	<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>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>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>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.</p>	<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>
<p>18.</p> <p>a)</p> <p>b)</p> <p>c)</p>	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>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>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>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.</p>	<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>
<p>20.</p>	<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 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.

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

State of: New York)
) ss:
County of: Columbia

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.

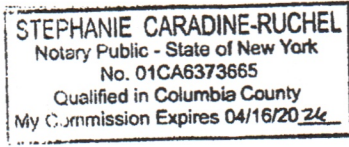
The undersigned certifies that he/she:

- 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 Scotia Linen Signature of Owner [Handwritten Signature]
Address 2053 Central Ave Printed Name of Signatory Jamer M Welch
City, State, Zip Albany, NY 12205 Title V. P. Sale & Service

Sworn before me this 26th day of April, 2023

Notary Public



Stephanie Caradine-Ruchel
Printed Name
[Handwritten Signature]
Signature
4/26/23
Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF New York)
COUNTY OF Columbia) SS.:

On this 26th day of April, 2023, before me personally appeared James Welch 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.



Stephanie Caradine-Ruchel

Notary Public, State of New York
Qualified in Columbia County
Commission Expires 4/16/2026

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, 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 _____, 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 _____

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.

4-25-23
Date

John M. White
Signature
VP Sale and Service
Title
Section Lines Service
Company Name

Albany County Request for Contract Approval

Contract # 2023-1076
Contract Type B) CAB Contract
Contract Action A) New
Contract Action Type N) None
Department G8130 - Sewage Treatment
Date Submitted Monday, May 22, 2023
Contact Person Gaudio, Angelo
Contact Phone () -518
Vendor Info Bubonia Holding Corporation
18 West Albany Drive, Albany, NY 12205

Estimated Amount \$93,580.00
Estimated Term 7/1/2023 to 12/31/2023
Scope of Services Ash Lagoon cleaning at both the North and South Plants

Budget Line Item GG8130 - 44071 - - -
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. MC COY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD SOUTH
ALBANY, NEW YORK 12204
REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION
DENNIS RIGOSU
CHAIRMAN
JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G CARLUCCIO
ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

May 22, 2023

Hon. Daniel P. McCoy
County Executive
112 State Street
Albany, NY 12207

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, NY 12207

Hon. Bruce Hidley
County Clerk
112 State Street
Albany, NY 12207

**Re: RFB-2023-021-Ash Lagoon Cleaning
Bubonia Holding Corp.**

Dear Messrs. McCoy, Joyce, Hidley:

The Water Purification District (District) is requesting authorization to award the above subject contract to Bubonia Holding Corp. (Bubonia) for a total not to exceed amount of \$93,580.00 for a contract term of 6 months which is scheduled to run from July 1, 2023 through December 31, 2023. Work shall include the removal and disposal of incinerator ash at the North and South Plant.

Three bids were received and Bubonia was the lowest responsible bidder. The bid tabulation, District's recommendation memo and Purchasing Division's concurrence memo are attached herein.

If you have any questions or concerns you may reach me at (518) 447-1617.

Should you have any questions please feel free to contact me at 518-447-1617.

Sincerely,

A handwritten signature in cursive script, appearing to read "Angelo Gaudio".

Angelo Gaudio, P.E.
Executive Director

Enc: District Recommendation Memo
Bid Tabulation & Scoring Sheet
Purchasing Division Concurrence Memo

Cc: Lucas Rogers, Policy Analyst
Zachary Smetana, Budget Analyst



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204
REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION
JOHN R. ADAIR, JR.
CHAIRMAN

JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
DENNIS RIGOSU
SEAN E. WARD

ANGELO GAUDIO
EXECUTIVE DIRECTOR

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent
From: Angelo Gaudio, Executive Director
Subject: RFB-2023-021 – Ash Lagoon Cleaning
Date: March 17, 2023

The Water Purification District recommends award of the above subject RFB-2023-021 – Ash Lagoon Cleaning to Bubonia Holding Corp.

The contract shall be structured from when the work starts to November 30, 2023. This contract shall not exceed \$85,580.00, with an allowance of \$8,000.00 and a total bid of \$93,580.00

If you have any questions, please feel free to contact me at 447-1617.



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: Angelo Gaudio, Executive Director
Water Purification District

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: March 17, 2023

RE: RFB-2023-021 Ash Lagoon Cleaning

I am in receipt of your recommendation to award the aforementioned to Bubonia Holding Corp. in the amount of \$93,580.00.

As Bubonia Holding Corp. is the lowest 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.

RFB-2023-021 Ash Lagoon Cleaning - Tabulation

Bidder	David Frueh	LaBella	Bubonia
Base Bid	\$ 114,840.00	\$ 304,659.15	\$ 85,580.00
Allowance	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
Total Bid	\$ 122,840.00	\$ 312,659.15	\$ 93,580.00
Unit Price	\$ 10.44	\$ 27.69	\$ 7.78

Albany County Request for Contract Approval

Contract #	2023-1085
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	G8130 - Sewage Treatment
Date Submitted	Thursday, June 01, 2023
Contact Person	Gaudio, Angelo
Contact Phone	() -518
Vendor Info	BPI Piping 95 Hudson River Road, Waterford, NY 12188
Estimated Amount	\$30,000.00
Estimated Term	6/15/2023 to 8/15/2023
Scope of Services	Removal and replacement of ash piping at the District North Plant
Budget Line Item	GG8130 - 44071 - - -
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. MC COY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
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MAGGIE ALIX
CHARLES G CARLUCCIO
ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

June 1, 2023

Hon. Daniel P. McCoy
County Executive
112 State Street
Albany, NY 12207

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, NY 12207

Hon. Bruce Hidley
County Clerk
112 State Street
Albany, NY 12207

**Re: North Plant Ash Line Repair
BPI Piping**

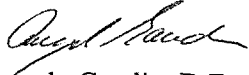
Dear Messrs. McCoy, Joyce, Hidley:

The Water Purification District (District) is requesting authorization to award the above subject contract to BPI Piping for a total not to exceed amount of \$30,000, which includes a \$4,900 contingency allowance. A contract term of 2 months is estimated and is scheduled to run from June 15, 2023 through August 15, 2023. Work shall include the removal and replacement of ash piping at the District North Plant.

Three quotes were received and BPI was the lowest responsible bidder. The quotes are attached herein.

Should you have any questions please feel free to contact me at 518-447-1617.

Sincerely,

A handwritten signature in cursive script, appearing to read "Angelo Gaudio".

Angelo Gaudio, P.E.
Executive Director

Enc: Quotes

cc: Lucas Rogers, Policy Analyst
Zachary Smetana, Budget Analyst



COMMERCIAL & INDUSTRIAL MECHANICAL CONTRACTORS

May 31, 2023
Estimate #E23-034

To: Albany County Water Purification District
RE: North Plant Solids Building Ash Line
Attn: Jason Stephens

We herewith submit our estimate for demolition and reinstallation of the 6" and 8" ash line in the basement of the North Plant solids building as per site inspection and walkthrough for the sum of.

Twenty-Five Thousand One Hundred Dollars {\$25,100.00}

Add Alternate

➤ If this project is not considered tax exempt on materials, please add to our base bid ~~-\$900.00-~~

Break Out

➤ Labor {\$13,800.00}
➤ Material {\$11,300.00}



COMMERCIAL & INDUSTRIAL MECHANICAL CONTRACTORS

Scope Clarification

- This estimate is based on all work to be performed on straight time.
- This estimate is based on shut down and drain down to be performed by Albany County maintenance.
- We include the demolition of approximately 60 LF of 8" and 40 LF of 6" steel pipe.
- We include carting of all demolished pipes and fittings.
- We include furnishing and installing schedule 80 PVC as directed.
- We include furnishing and installing two (2) new 6" lug style butterfly valves.
- We include all joints to be flanged.
- We include labels on all new piping.
- We omit cutting, patching, painting, power wiring, control wiring, tax and bond.

Sincerely,

William Abbatine

William Abbatine
Burniche Piping Inc.



March 23, 2023

To: Albany County Water Purification
Attention: Jason Stephens
Re: Miscellaneous repairs

Jason:

Collett Mechanical Service, Inc. proposes to make the following repairs

Replace 24" plug valve

- Remove existing 24" plug valve
- Install new 24" plug valve with Megalug flange

Albany waste water employees to shut off and drain the 24" main before we start work

The total cost for this proposal is \$38,300

Replace 8" and 6" steel line with schedule 80 PVC

- Remove existing 8" and 6" steel piping
- Install schedule 80 PVC pipe and fittings
- Install one 8" butterfly valve
- This work to be completed off hours excluding Sunday or a holiday

The total cost of this for this proposal is \$29,650

However, we EXCLUDE:

- Sales tax
- Shut down, draining and Water bypass or blocking

Please feel free to contact me should you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joseph D. Collier', is written over a faint, larger version of the same signature.

Joseph D. Collier
Executive Vice President
Office (518) 862-2214
Cell (518) 857-6762

CC: File

Gaudio, Angelo

From: Ian O'Brien <iobrien@jwdanforth.com>
Sent: Wednesday, March 22, 2023 3:36 PM
To: Gaudio, Angelo
Subject: Call Follow Up- NP #2
Attachments: NP #2 pictures.docx; Albany County WWTP NP#2- draft sketch.pdf

Importance: High

Angelo,

Please see pictures and my sketch, I removed one of the knife gates and included a blind flange which cut all in about \$7K off the budget number.

Budgetary number for all work associated in the sketch is \$57,000. My suggestion is to mobilize and demobilize one time completing all the work between NP#3 and NP#1 during one shut down. If we reuse the existing knife gate for now due to your need to replace and we could complete this work. Order the knife gate needed and we could always come back to replace that knife gate in 4-6 weeks when it arrives over a short shut down.

Ian O'Brien
Energy Account Executive
John W. Danforth Company



5 Liebech Lane, Clifton Park, NY 12065
Mobile: 518.423.2264
Email: iobrien@jwdanforth.com

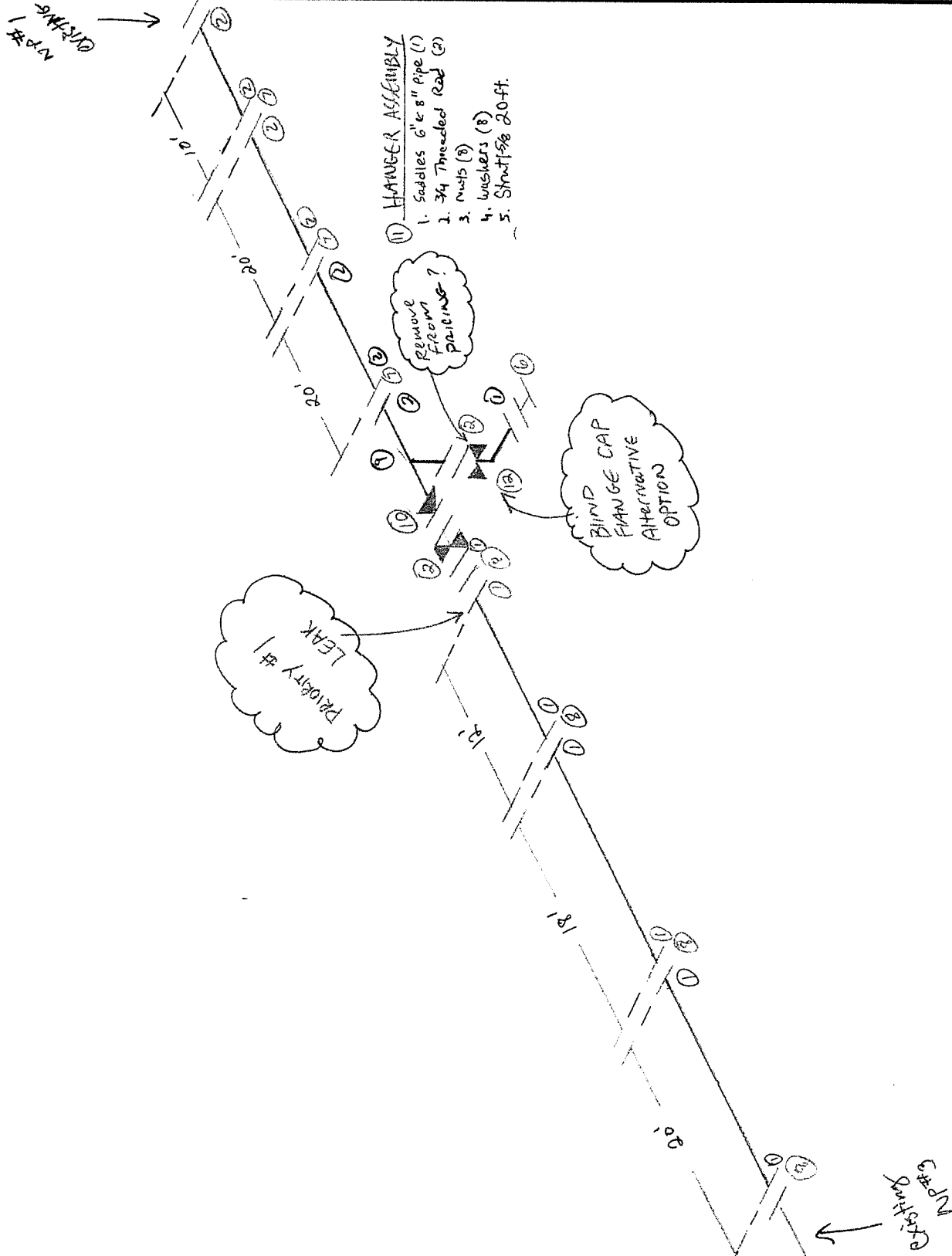
MATERIAL

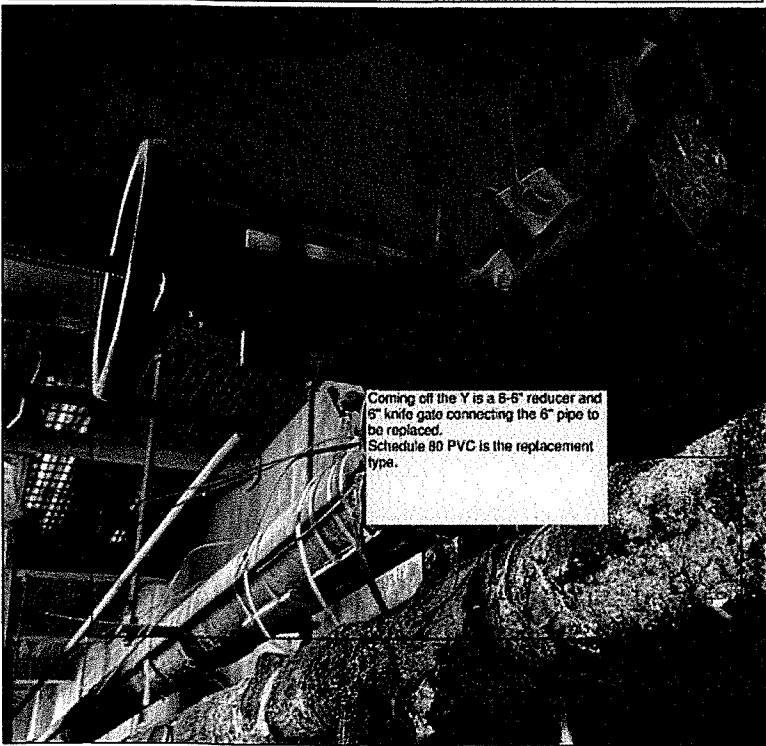
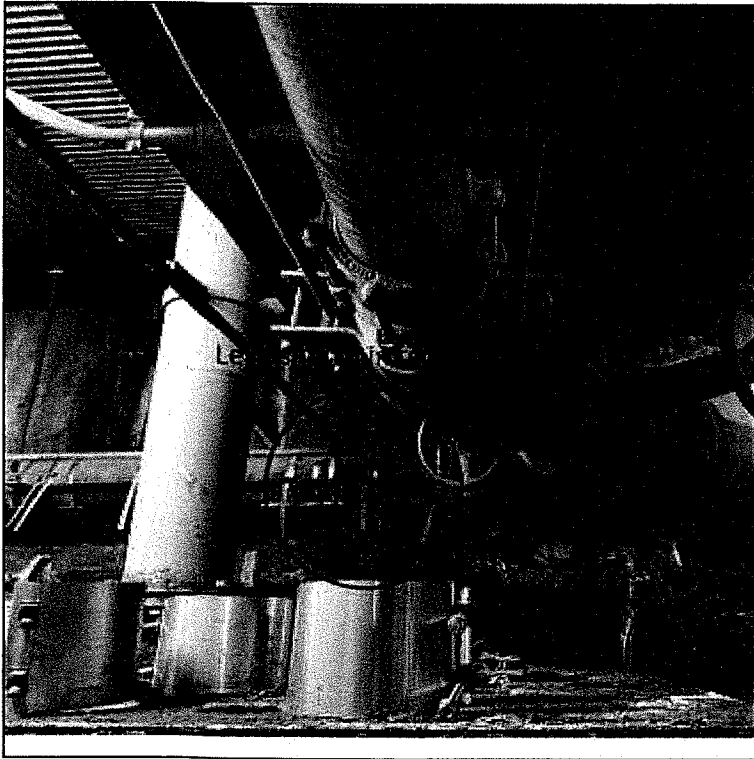
CODE	QTY	SIZE	DESCRIPTION OR CUTTING LENGTH
1	8	6"	Kanstone Flange
2	8	6"	Kanite Gate
3	7	8"	Kanstone Flange
4	50'	6"	Sch 80 PVC
5	50'	8"	Sch 80 PVC
6	1	6"	CAP
7	3	8"	Risee Clamp
8	4	6"	Risee Clamp
9	2	8"	WYE 8" x 8"
10	1	68"	Reducer
11	1/24	-	Hanger Assembly
12	1	6"	45° elbow
13	1	-	Flair ball
14	1	-	Roost About
			LABOR / TIME

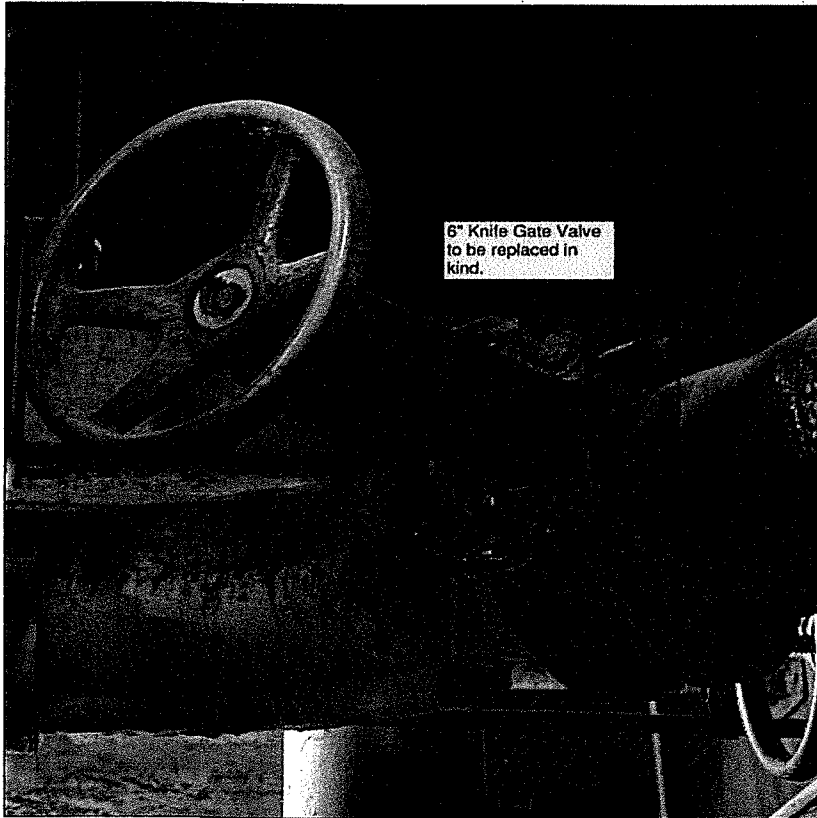
NO.	REVISION DESCRIPTION	DATE
4		
3		
2		
1		



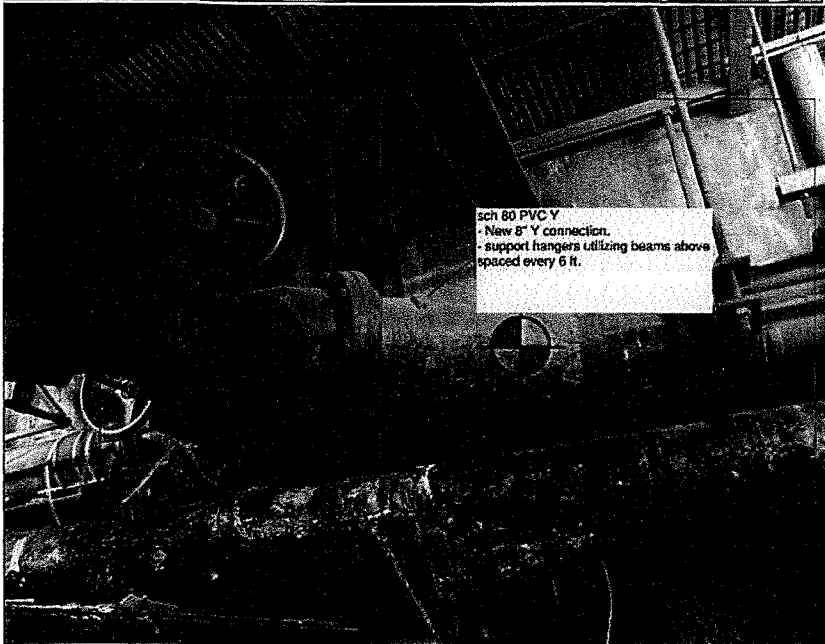
PROJECT:	DATE:	JOB NO.
DRAWN BY:	SCALE:	DWG. NO.
APPROVED BY:		



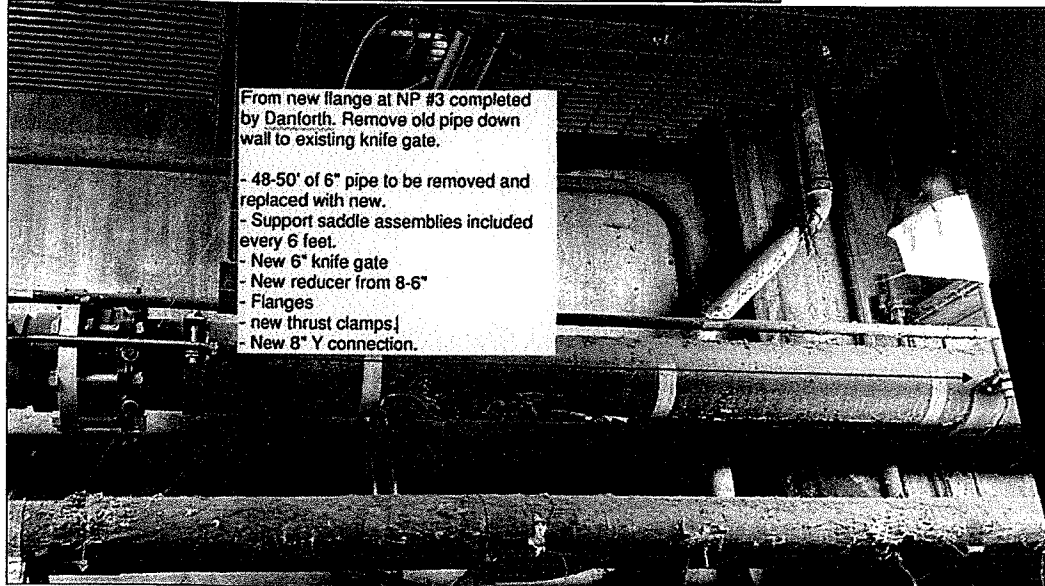
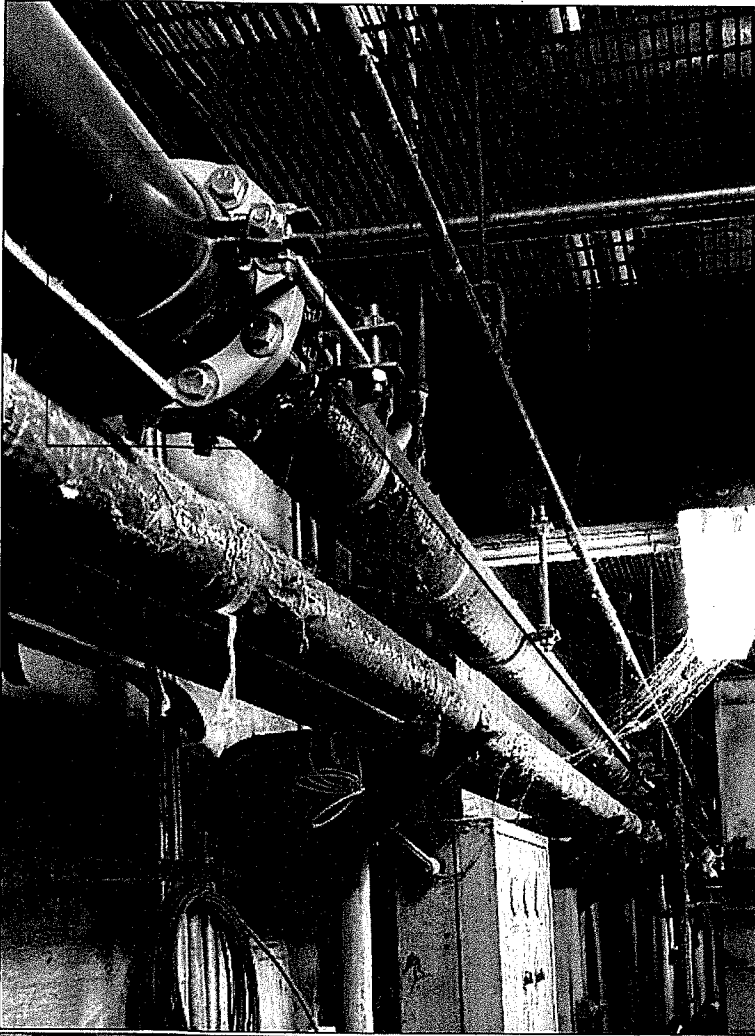


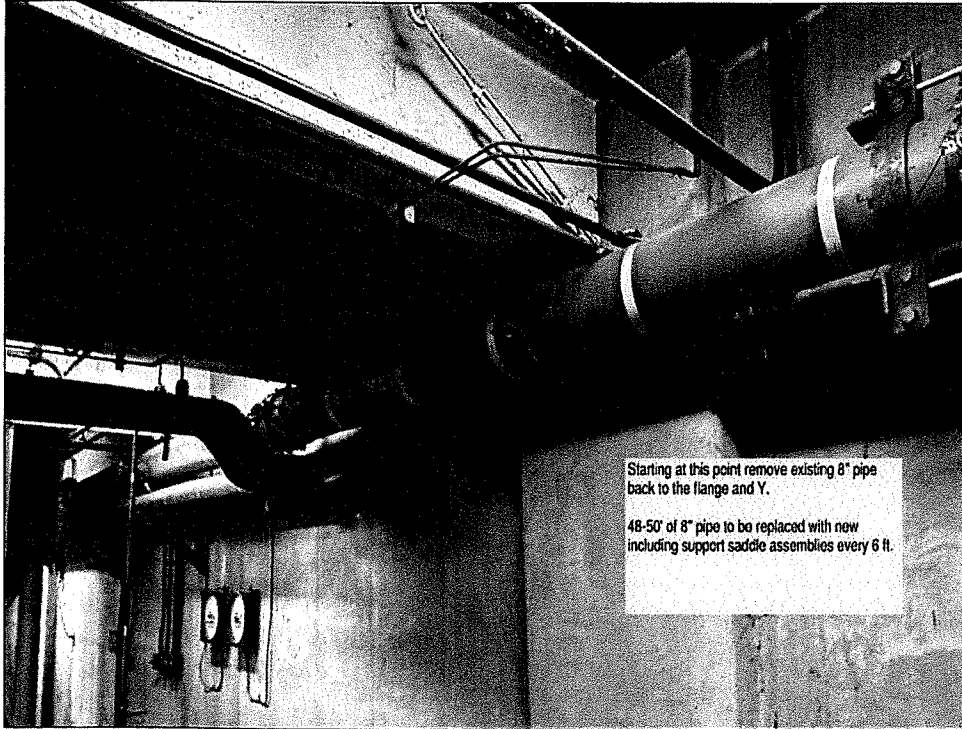


6" Knife Gate Valve
to be replaced in
kind.



sch 80 PVC Y
- New 8" Y connection.
- support hangers utilizing beams above
spaced every 6 ft.





Starting at this point remove existing 8" pipe back to the flange and Y.

48-50' of 8" pipe to be replaced with new including support saddle assemblies every 6 ft.

Prevailing Wage

[Home](#) > Prevailing Wage

[Wage Schedule](#) · [Submit Notice Of Award](#) · [Submit Notice Of Project Completion](#)

PRC#: 2023006267
Type of Contracting Agency: County

Acceptance Status: Accepted Article 8

Contracting Agency

Send Reply To

Water Purification District
Angelo Gaudio
Executive Director
1 Canal Road South
Albany NY 12204

(518) 447-1611
(518) 433- 0369 Fax
district@albanycountyny.gov

Project Information

Project Title	NP Ash Line Repair
Description of Work	Removal and replacement of ash line piping at the District North Plant.
Contract Id No.	2023-06-01
Project Location(s)	North Plant
Route No / Street Address	1 Canal Road South
Village / City	Albany
Town	Menands
State / Zip	NY 12204
Nature of Project	Other Reconstruction, Maintenance, Repair or Alteration
Approximate Bid Date	06/15/2023
Checked Occupation(s)	Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Albany

Department of Labor

[Accessibility](#)

[Contact](#)

[Language Access](#)

[Privacy Policy](#)



Albany County Request for Contract Approval

Contract #	2023-1056
Contract Type	B) CAB Contract
Contract Action	B) Amendment
Contract Action Type	
Department	A4010 - Health
Date Submitted	Tuesday, May 16, 2023
Contact Person	Moore, Ransom
Contact Phone	1 (518) 447-4584
Vendor Info	St. Peter's Hospital 315 South Manning Boulevard, Albany, NY 12208
Estimated Amount	\$17,500.00
Estimated Term	5/16/2023 to 12/31/2023
Scope of Services	<p>St. Peter's Hospital will provide the Albany County Department of Health with Laboratory Services to provide services to the patients and staff of the Albany County Department of Health. St. Peter's Hospital has experience in providing these services to Article 28 Diagnostic and Treatment facilities. St. Peter's Hospital and its staff must at all times be licensed or certified in New York State to perform laboratory services.</p> <p>***Please add PCR Testing for MPOX to the list of services.***</p>
Budget Line Item	AA4010 - 44048 - - -
Fiscal Impact	County: 64.00% State: 36.00% 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

ELIZABETH F. WHALEN, MD, MPH
Commissioner of Health

DEPARTMENT OF HEALTH
COUNTY OF ALBANY
175 GREEN STREET
ALBANY, NEW YORK 12202

The Dr. John J.A. Lyons
ALBANY COUNTY HEALTH FACILITY
(518) 447-4580 FAX (518) 447-4698
www.albanycounty.com

MARIBETH MILLER, BSN, MS
Assistant Commissioner for Public Health

RANSOM MOORE III
Assistant Commissioner Finance and Administration

MEMORANDUM

TO: Honorable Daniel P. McCoy, County Executive
Honorable Bruce A. Hidley, County Clerk
Honorable Andrew Joyce, Chairman, County Legislature

FROM: Elizabeth F. Whalen MD, MPH, Commissioner of Health

DATE: June 5, 2023

RE: St. Peter's Hospital Laboratory – 2023-1056

This is a request to extend the current contract, which expired on March 31, 2023, until December 31, 2023. The extension is meant to ensure the continuation of laboratory services for the ACDOH until a new bid process is completed in the fall of 2023. Additionally, testing for Mpox will be added to the list of testing services because it was recently designated an STI by the NYSDOH on May 1, 2023.

If you have any questions or are in need of additional information, please do not hesitate to contact me directly at 447-4695.

Thank you for your consideration of this request.

Herbert, Christopher

From: O'Neill, Pamela
Sent: Tuesday, June 6, 2023 9:58 AM
To: Herbert, Christopher
Subject: Contract #2023-1056

Good morning Chris

As per the contract request#2023-1056 for the Health Department, St. Peter's Hospital.

I concur with this emergency request as the previous contract expired and this is a required service.

Purchasing is working on a new RFP to be issued.

Thank you!

Pamela O'Neill, CPPB
Purchasing Agent
Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207
tel 518.447.7139
fax 518.447.5588
www.albanycounty.com
pamela.oneill@albanycountyny.gov

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APPENDIX "1"

The following is a list of frequently performed tests. Please provide a cost schedule for each test and include it in your proposal.

ChrgCodeDesc
Hepatic Function Panel
Bilirubin, Total
Bilirubin, Direct
Alkaline Phosphatase
Ast/sgot
Alt/sgpt
Protein Total, Serum
Urea Nitrogen Quant.
CBC w/ differential
CBC
Platelets
Dscpc-single Drug Class, Each
Lead, Blood
Hepatitis B Surface Ab (HbsAb)
Hepatitis B Surface Ag w/confirm
Treponema Pallidum IgG (EIA) w/ reflex RPR w/reflex titer
TP Particle Agglutination (TP-PA) RPR w/reflex titer
FTA-ABS
HSV Ab Type 1
HSV Ab Type 2
AFB Culture
AFB Smear (Stain)
Comprehensive Metabolic Panel (CMP)
M. Tuberculosis Amplified NA Probe
M. Tuberculosis DNA Probe
MPOX PCR Testing

**AGREEMENT BETWEEN
THE COUNTY OF ALBANY COUNTY
AND ST. PETER'S HOSPITAL**

For Laboratory Services

Contract No.: 4032 of 2018

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"), on behalf of the Albany County Health Department (hereinafter, "Health"), and St. Peter's Hospital, with its principal office at 315 South Manning Boulevard, Albany, New York 12208 (hereinafter, the "Contractor").

WITNESSETH:

WHEREAS, the County has heretofore issued a request for proposals for laboratory services, said request having been denominated RFP #2018—022, and having been issued by Health through the Albany County Purchasing Division and published on February 8, 2018 (hereinafter called the "RFP"); and

WHEREAS, in response thereto, Contractor has submitted a proposal on February 23, 2018 to provide the requested services for Health (hereinafter called the "Proposal"); and

WHEREAS, the County has accepted the Proposal of the Contractor to provide the aforesaid services as the lowest responsible bidder; and

WHEREAS, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned services, 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 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) the Agreement, 2) The RFP, and 3) the Contractor's Proposal.

ARTICLE 2: SERVICES TO BE PERFORMED/ SCOPE OF SERVICES

Contractor's Responsibilities:

- 2.1 Contractor shall make all bacteriological, biological, pathological, and chemical examinations and re-examinations which may be required on specimens submitted by the facility.
- 2.2 Contractor shall furnish all required material and supplies to perform these services.
- 2.3 Contractor shall provide cumulative and patient specific test reports in a timely manner.
- 2.4 Contractor shall pick up specimens at a mutually agreed upon scheduled basis. STAT orders shall be picked up as needed.
- 2.5 Contractor shall have STAT results available within ninety (90) minutes of draw. STAT results will be phoned in with follow-up over fax. Grossly abnormal results shall be repeated automatically.
- 2.6 All reference ranges must be age specific.
- 2.7 Contractor shall provide all necessary request forms.
- 2.8 Contractor shall keep records in such form and for such duration as may be required by federal and state statutes and regulations as supply these records as necessary.
- 2.9 Contractor shall use an automated system to allow Health access to test results on-line through the internet.

The County (Health's) Responsibilities

- 2.10 Health shall assume payment for lab services as required by regulations (e.g. uninsured/underinsured patients being screened for sexually transmitted diseases and patients with a tuberculosis related diagnosis).
- 2.11 Health shall pay for patient testing at the prevailing Medicaid rate for uninsured patients. If the patient has insurance, the Contractor will bill the patient's insurance and accept insurance payment as payment in full. If the patient has a

deductible or co-pay, Health will pay the lesser of the deductible/co-pay amount OR the Medicaid rate charge as required by regulations.

ARTICLE 3: AVAILABLE DATA

All technical or other data relative to the work shall be shared by the Parties as necessary without expense.

ARTICLE 4. EXTRA WORK

If Contractor is of the opinion that any service it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes extra work. In the event the County determines such work does constitute extra work, it shall provide additional compensation to Contractor on a negotiated basis for work authorized by Health and performed.

ARTICLE 5: COOPERATION

The Parties shall cooperate with each other, their respective employees, agents and officers to the end that the services described here may proceed expeditiously and economically.

ARTICLE 6: FEES

6.1 In consideration of the terms and obligations contained in this agreement, the County agrees to pay and the Contractor agrees to accept an amount not to exceed NINETY-SEVEN THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS (\$97,500.00) as full compensation for all services rendered under this agreement.

6.2 The prices set forth in the Proposal shall remain fixed for the entire term of this Agreement.

6.3 The County is not subject to federal, state, or local taxes.

ARTICLE 7: PAYMENT

Payment shall be made after Contractor has submitted an Albany County claim form, approved by Health, detailing services rendered, including dates and type of services, to the Commissioner of Health's designee at the Health Department.

ARTICLE 8: ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Contractor. The records shall clearly identify the costs of the work performed. The records shall be subject to periodic and final audit by the County upon reasonable request and shall be accessible to Health for a period of six (6) years following the date of final payment.

ARTICLE 9: ASSIGNMENT

Pursuant to Sec. 109 of the NYS General Municipal Law, Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of Contractor's right, title, or interest herein, without prior written consent of Health.

ARTICLE 10: OWNERSHIP OF MATERIALS

All records, forms, reports, statistics and materials created, purchased or maintained by Contractor shall be and remain property of Health, subject to all pertinent confidentiality provisions of law and regulation.

ARTICLE 11: RELATIONSHIP

Contractor is, and shall function as, an independent contractor under the terms of this Agreement. Contractor shall not be considered an agent or employee of the County of Albany for any purpose. Contractor's employees and agents, if any, shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12: INDEMNIFICATION

The Parties shall defend, indemnify, and save harmless each other, their 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 indemnifying Party, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE 13: INSURANCE

Contractor shall procure and maintain, without expense to the County, until final acceptance by Health of the services covered under this Agreement, insurance of the kinds and in the amounts provided under Schedule "A" attached hereto and made a part hereof in its entirety. Before commencing any work covered under this Agreement, Contractor shall furnish Health a certificate(s) showing that the requirements of this article are met. The certificate(s) shall

provide that the policy shall not be changed or canceled until thirty days prior written notice is received by Health in that regard. The "County of Albany" shall be named as an additional insured on all certificates.

ARTICLE 14: NON-APPROPRIATION

This Agreement is executory only to the extent of the money received by the County of Albany for purposes of this Agreement, if any and no liability on account of this Agreement shall be incurred by Health or the County of Albany beyond the funds available to the County of Albany for such purposes.

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 of Albany for payment of this Agreement. Health shall immediately notify Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of Albany of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 15: NON-DISCRIMINATION

In accordance with NYS Executive Law, Art. 15 (Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, Contractor and its subcontractors, if any, shall not, by reason of race, creed, color, national origin, age, gender, sexual orientation or disability, discriminate in hiring against any person who is qualified and available to perform work under this Agreement or discriminate against or intimidate any employee hired for the performance of the work contemplated under this Agreement.

ARTICLE 16: CONFIDENTIALITY

Contractor 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 Contractor herein agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.

ARTICLE 17: TERM OF THE AGREEMENT

The term of this Agreement shall commence on April 1, 2018 and will continue in effect through the close of business on March 31, 2023.

ARTICLE 18. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

18.1 This Agreement may be terminated by the County or the Contractor as follows:

18.1.1. The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor 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 Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing to suspend, delay, or interrupt the work in whole or in part for such period of time as the County may determine.

18.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

ARTICLE 19: INVALID PROVISIONS

If any terms or provisions of this Agreement shall be held, by a court of competent jurisdiction, to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms and provisions.

ARTICLE 20: LICENSES

Contractor, its employees and agents, if any, shall at all times obtain and maintain all licenses and certifications required by New York State or other relevant regulating authority to perform the services required under this Agreement, if any.

ARTICLE 21: MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the Parties.

ARTICLE 22: GOVERNING LAW

This Agreement shall be construed for all purposes under the laws of New York State.

ARTICLE 23: NOTICE

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.

ARTICLE 24: AUDITS

The County shall have the right to perform both "pre" and "post" audits of Contractor's records relating to Contractor's billings under this Agreement. Contractor's records shall be available for inspection at such places and times as may be agreed between the Parties. Contractor shall retain all financial records pertaining to this Agreement for a period of six (6) years after Contractor's complete performance.

ARTICLE 25: MACBRIDE PRINCIPLES

Contractor represents that Contractor is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 of 1993, in that Contractor 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 compliance with such principles. In the event of a violation of this stipulation, the County of Albany reserves all rights to take remedial measures authorized under Sec. 4 of Local Law No. 3 of 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of Contractor.

ARTICLE 26. FREEDOM OF INFORMATION LAW

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. If seeking an exemption from disclosure of these materials under the Freedom of Information (New York State Public Officers Law, Sections 84—90) the Contractor must request the exemption in writing, at the time of the submission of the materials, setting for the reason for the claimed exemption. In addition, the Contractor 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 CONTRACTOR 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.

ARTICLE 27: LABOR UNREST

In accordance with Resolution No. 298 for 1986, Contractor shall 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 workers employed by Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 28: REMEDY FOR BREACH

In the event of a breach by Contractor, Contractor shall pay to the County of Albany all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County of Albany to procure a substitute contractor to satisfactorily complete the contract work, together with the County of Albany's costs incurred in procuring a substitute contractor.

ARTICLE 29: ENTIRE AGREEMENT

This Agreement represents the sole and entire contract between the Parties and shall supersede any and all other agreements. The Parties acknowledge and agree that neither Party has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein and each of the Parties acknowledge that each has relied on its own judgment in entering into this Agreement. The Parties further acknowledge that any prior statements or representations made, if at all, are void and of no affect on this Agreement, and that neither Party has relied on such prior statements or representations in connection with this Agreement.

ARTICLE 30: IRANIAN ENERGY SECTOR DIVESTMENT

Contractor hereby represents that Contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that Contractor 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.

ARTICLE 31: CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the

Contractor shall give the County thirty (30) days written notice in advance of such event.


ARTICLE 32. PRIVACY OF PERSONAL HEALTH INFORMATION

In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Provider, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 160.103), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 160.103) other than as permitted or required by this Agreement with the County (deemed a Hybrid Entity as defined at 45 CFR § 160.103) or as required By Law (as defined in 45 CFR § 164.103). The Provider 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, as more particularly set forth in Schedule B attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed set forth below.

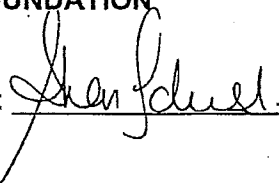
COUNTY OF ALBANY

DATED: 5/14/12

By: 
Daniel P. McCoy
County Executive, or
Philip F. Calderone
Deputy County Executive

**ST. PETER'S HOSPITAL
FOUNDATION**

DATED: 4/25/18

By: 

State of New York)
County of Albany) SS.:

On the _____ day of _____, 2018, before me, the undersigned, a notary public in and for the state, 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 attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

Notary Public

State of New York)
County of Albany) SS.:

On the 14 day of May, 2018, before me, the undersigned, a notary public in and for the state, personally appeared Philip F. Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon whose behalf the individual acted, executed the instrument.

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2019

Michael A. Lalli
Notary Public

State of New York)
County of Albany) SS.:

On the 25th day of April, 2018, before me, the undersigned, a notary public in and for the state, personally appeared SHANNON LOANOK personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

CHERYL A. RANKEY
Notary Public - State of New York
01RA6040841
Qualified in ALBANY County
My Comm. Expires MAY 01, 20 18

Cheryl Rankey
Notary Public

Schedule "A"
Insurance Coverage

The kinds and amounts of insurance to be provided by Contractor are as follows:

A. Workers Compensation and Employer's Liability

A policy or policies providing protection of employees of the obligor in the event of job related injuries. (In lieu of such insurance, certification from the Worker's Compensation Board that such insurance is not required for Contractor's business).

B. General Liability

A policy including comprehensive form, contractual, premises/completed operations and broad form property insurance with limits of not less than:

Liability	Combined Single Limit
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Personal Liability	\$1,000,000

C. Automobile Liability Insurance: A policy or policies of insurance with 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 or any automobile.

Schedule B

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 C.F.R. 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 terms "Business Associate" shall mean the Contractor.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany, Albany County Department of Health, and any part thereof.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. Section 164.501, 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 C.F.R. 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 C.F.R. Section 164.501, limited to the information created or received 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 C.F.R. Section 164.501.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his Designee.

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 the Protected Health Information, other than as provided for by this Agreement.

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 the Protected Health Information not provided for by the Agreement, of which it shall become aware.
5. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
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 and Protected Health Information, 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 C.F.R. Section 164.528.
10. Business Associates 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.

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 42 CFS Section 164.504 (e)(2)(i)(B).
4. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with Section 164.502 (j)(1).
5. 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 PRACTICES 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

1. 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

2. The term of this Agreement shall be April 1, 2018 through March 31, 2018. 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 42 CFR Section 164.
3. 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 business (10) days. If the Business Associate does not cure the breach and end the violation within ten business (10) 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 are 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.

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 #	2023-1088
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	A6119 - Children, Youth & Families
Date Submitted	Friday, June 02, 2023
Contact Person	McNelis, Scott
Contact Phone	() -518
Vendor Info	St Anne Institute 160 No. Main Avenue, ALBANY, NY 12206
Estimated Amount	\$30,000.00
Estimated Term	4/1/2023 to 3/31/2024
Scope of Services	Specialized Independent Living Skill Services as per the Chafee Act for 20 slots at a monthly cost of \$2500 and a total contract not to exceed \$30,000.
Budget Line Item	AA6119 - 44046 - - -
Fiscal Impact	County: 8.00% State: 12.00% Federal: 80.00% 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 FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET # SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

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 Request for St. Anne Institute for the Provision of Specialized
Independent Living Skills Services as per the Chafee Act

DATE: June 2, 2023

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contract for St. Anne Institute for the Provision of Specialized Independent Living Skills Services as per the Chafee Act. The terms of the contract are April 1, 2023 through March 31, 2024 for an amount not to exceed \$30,000.

Please call me at 447-7306 if you have any questions.

Enclosure

The Department for Children, Youth and Families

Justification for Contract Authorization with St. Anne Institute, Inc. for the Provision of Specialized Independent Living Skills Services as per the Chafee Act.

The Department for Children, Youth and Families respectfully requests Contract Administration Board approval for Albany County to enter into a contractual agreement with St. Anne Institute for the Provision of Specialized Independent Living Skills Services as per the Chafee Act. The requested contract term will be April 1, 2023 – March 31, 2024 in the amount not to exceed \$30,000.

The Department issued a Request for Proposals for Specialized Independent Living Skills Services as per the Chafee Act. *RFP-2023-046--* on April 6, 2023. There was only one proposer who responded to this RFP—St. Anne Institute (SAI). SAI will provide Specialized Independent Living Skill Services as per the Chafee Act to serve 12-15 youths at a monthly cost of \$2500 and a total contract not to exceed \$30,000.

Research shows that children aging out of the foster care system are at increased risk of poverty, homelessness, addiction and incarceration in the adult system. Furthermore, these youth more often than not are left to fend on their own, attempting to locate affordable housing, find employment and navigate through the complex maze of the local social services system.

In recognition of the need to do a better job in creating a supportive bridge to adulthood, the Chafee Act was passed into law by the federal government in 1999. The primary goal of the Chafee Act is to help former foster children between the ages of 18 and 21 years of age to continue their education, obtain employment skills, and continue the development and utilization of necessary life skills to successfully transition to self-sufficiency. Chafee legislation mandates that local districts maintain “supervision” of these youth until their 21st birthday. Supervision includes maintaining caseworker contacts and linking the youth to appropriate resources.

SAI is required to participate in each youth transitional plan meeting at age 17 years 6 months and maintain at least bi-monthly face-to-face contact with the youth until discharge, unless otherwise approved by THE DEPARTMENT’S case managers’ supervisor.

SAI will provide:

- An individualized case management model for the population of youth identified (18-21) with an emphasis on capacity to assist youth in securing stabilized housing, health insurance, medical care, educational/vocational/employment linkages, mental health supports, substance abuse services as necessary in order to maintain successful self-sufficiency;
- a comprehensive menu of service options which include individualized meetings;
- emergency supports available to the youth 24 hours a day, 7 days per week

Service Area Goals:

- 90% of youth will be engaged face to face prior to and/or on the day of discharge from foster care
- 90% of youth will be successfully engaged in an educational/vocational/employment program within one month of discharge
- 90% of youth will be able to identify two (2) natural supports in the community who can be used in times of a crisis and when after care services end
- 90% of youth will have stable and safe housing within one month of discharge
- 90% of youth will maintain stable and safe housing for at least six consecutive months



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: Moira Manning, Commissioner
Children, Youth and Families

FROM: Pamela O Neill 
Purchasing Agent

DATE: May 23, 2023

RE: RFP-2023-046 Specialized Independent Living Skills Services per the Chafee Act

I am in receipt of your recommendation to award the aforementioned to St. Anne Institute in the amount not to exceed \$30,000.00.

Since St. Anne's Institute is the sole proposer I believe that you have performed a thorough evaluation of the proposal submitted. I have no objection to the selection.

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

Albany County Request for Contract Approval

Contract #	2023-1086
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	N) None
Department	A1420 - Law
Date Submitted	Thursday, June 01, 2023
Contact Person	Condon, Eugenia
Contact Phone	1 (518) 447-7114
Vendor Info	Arthur J Gallgher Risk Managment Services 677 Broadway, Albany, New York 12207
Estimated Amount	\$99,999.00
Estimated Term	6/1/2023 to 6/1/2024
Scope of Services	Acts as broker of record for county Insurance coverages. Fees are paid by insurance carriers and are estimated based upon premiums. No fees are paid directly by the County
Budget Line Item	AA1010 - Various Depts AA1010 - AA1010 - AA1010 -
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



EUGENIA KOUTELIS CONDON
COUNTY ATTORNEY

JOHN W. LIGUORI
DEPUTY COUNTY ATTORNEY

COUNTY OF ALBANY
OFFICE OF THE COUNTY ATTORNEY
COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 600
ALBANY, NEW YORK 12207-2021
PHONE (518) 447-7110 | FAX (518) 447-5564
WWW.ALBANYCOUNTY.COM

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Andrew Joyce
Chairman, County Legislature

FROM: Eugenia Koutelis Condon
County Attorney

DATE: June 1, 2023

RE: Request for Contract Authorization
RFP for Insurance Broker of Record
RFP #2021-147 (Year two)
Proposed Contractor: Arthur J. Gallagher Risk Management
Services, Inc.
Fee: No direct fee to County
Contract Period: One Year

Enclosed is a completed Request for Contract Authorization relative to our request that the Contract's Administration Board award the second year of the broker of record agreement to Arthur J. Gallagher Risk Management Services, Inc., under the

above referenced RFP. This is the first renewal under the RFP, with three (3) additional one year options to renew.

This broker of record provides services in connection with the County's procurement of its medical malpractice, liability, casualty and excess worker's compensation insurance program. The broker of record is responsible for representing the County with respect to all aspects of its liability insurance needs. Each year the broker takes the County's insurance needs to market and assists the County in securing the most appropriate insurance package at the optimum cost. The broker assists with the placement of the insurance and follows up with the carriers for timely issuance of the policies and ensures that they conform to the County's specifications. In addition, services provided by the broker include issuing opinion letters, making recommendations on coverage, issuing certificates of insurance, assisting with contractual insurance language, responding on the scene in the event of significant property losses and assisting the County with risk management issues.

Since the County moved to a broker of record model in 2013, Gallagher has been the County's broker of record. During that time, they have assisted the County by significantly expanding our coverage base while promoting cost savings where appropriate. During the two last years, we moved the Excess Worker's Compensation and liability insurance package to a new carrier with a savings in premium. They assisted the County with a re-valuing of the Courthouses and other County owned properties so that they were insured at proper values. Some of these properties had not been appraised since the 1980's. We secured pollution coverage for the Water Purification District in the event of a spill. This coverage had never been in place prior to 2013. Similarly, they were able to negotiate Flood Zone coverage for the Health Department and Water Purification District through our property carrier. We changed malpractice carriers and moved our entire market without a change in deductible after our long term carrier left the nursing home market. Finally, Gallagher implemented an aggressive annual marketing of certain targeted policies where premium increases were occurring particularly during the last several years as a result of a hardening of the market as a result of a large municipal insurance carrier exiting the marketplace.

This year on renewal, the marketplace remains hard, although our loss runs remain stable. Cyber will be aggressively marketed in light of changes in the industry due to worldwide issues with hacking and carriers limiting coverage. =

I will be presenting this request to the Board and will be available to answer any questions. Thank you for your consideration of this matter.

EKC:e
Enclosure

Albany County Request for Contract Approval

Contract #	2023-1087
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	A1230 - County Executive
Date Submitted	Friday, June 02, 2023
Contact Person	Reilly, David
Contact Phone	1 (518) 447-7034
Vendor Info	Albany County Airport Authority 737 Albany Shaker Road, Albany, NY 12211
Estimated Amount	\$96,000.00
Estimated Term	6/19/2023 to 6/18/2024
Scope of Services	Albany County will provide assistance with drafting, effectuating and implementing a communication plan for the duration of the Terminal Expansion Project.
Budget Line Item	AA1230 - - - -
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

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

June 5, 2023

Hon. Daniel P. McCoy
County Executive
112 State Street
Albany, NY 12207

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, NY 12207

Hon. Bruce Hidley
County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, NY 12207

Dear Messrs, McCoy, Joyce, Hidley:

Attached is a proposed Memorandum of Agreement with the Albany County Airport Authority for assistance with a communication plan for the Terminal Expansion Project. Communication services to be provided by the County Executive's Communications staff. The contract will begin on June 12, 2023 with termination in one year or completion of project whichever is sooner, and if at end of one year the project is not completed, the agreement will renew until completion of the project.

If you should have any questions, please do not hesitate to contact my office.

Sincerely,

Daniel P. McCoy
Albany County Executive

COMMUNICATION
SERVICES

MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND THE ALBANY COUNTY AIRPORT AUTHORITY
FOR THE PROVISION OF
COMUNICATION SERVICES
Contract No. 2023-

This Memorandum of Agreement entered into the ____ day of _____ 2023, by and between the County of Albany, a municipal corporation duly organized under the laws of the State of New York, acting by and through its County Executive, having a principal place of business at 112 State Street, Albany, New York 12207 (hereinafter, the “County”), and the Albany County Airport Authority, a public benefit corporation located at 737 Albany Shaker Road, Colonie, New York 12211 (hereinafter, the “Authority” and together with the County, may be referred to herein individually as a “[p]arty” and collectively as the “[P]arties”).

WITNESSETH:

WHEREAS, the Authority is engaged in a multimillion dollar transformational terminal expansion project (hereinafter the “Project”); and,

WHEREAS, the Authority intends to communicate to all visitors, residents, community stakeholders, government leaders, partners and the media through various outlets to effectively, accurately and timely present, all construction plan phases, road detours, possible delays and other events impacting the Airport and its users regarding this Project; and,

WHEREAS, the Authority is seeking assistance in this communication effort; and,

WHEREAS, the County possesses the requisite skills, expertise and resources necessary to assist the Authority in drafting, effectuating and implementing a communication plan for the duration of the Project; and,

WHEREAS, the Authority has agreed to accept the County’s assistance in in this communication effort; and,

WHEREAS, the communication plan shall be subject to the Authority’s approval and shall provide that all communication shall be from the Authority and at the Authority’s direction and with its approval; and

WHEREAS, the Authority shall maintain oversight over all of its statutory responsibilities and operational business; and

WHEREAS, the parties find that the performance of this Memorandum of Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Memorandum of Agreement.

NOW THEREFORE, in consideration of the mutual benefits conferred by this Memorandum of Agreement, and parties hereby agree as follows:

SECTION I. SERVICES

1.1 The County shall provide the Authority with Communication Services as set forth in Exhibit "A" Scope of Services, incorporated into and made part hereof. The County shall provide the personnel, resources and expertise necessary to provide Communication Services, subject to the Authority's approval

1.2 The County shall maintain records of services provided herein. The Authority shall pay to the County an amount not to exceed \$8,000.00 per month each month for such services as may be provided and as further set forth in Exhibit "A" for the entirety of the project until completion of the project. The period of this MOU shall be until completion of this project or expiration of one year from execution of this MOU, whichever comes first. If at expiration of this MOU, the project is not completed, the parties agree to enter into a renewal of this MOU until completion of the project.

1.3 All County staff providing services under this Agreement shall remain employees of the County and be subject to supervision of the County. They shall continue to receive compensation and benefits from Albany County and will at all times be considered a County employee for all purposes.

1.4 The County shall invoice the Authority each month for such services as may be provided and as further set forth in Exhibit "A".

SECTION II. INDEMNIFICATION

The County shall defend, indemnify, and save harmless the Authority, its agents, representatives, and employees, from and against any and all claims, damages, losses, and expenses (including, but not limited to, reasonable attorney's fees) arising from the services rendered by the County in relation to this Memorandum of Agreement, provided, however, that the County shall not be obligated to indemnify the Authority for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act by the Authority.

The Authority shall defend, indemnify, and save harmless the Authority, its agents, representatives, and employees, from and against any and all claims, damages, losses, and

expenses (including, but not limited to, reasonable attorney's fees) arising out of this Memorandum of Agreement, provided however, that the Authority shall not be obligated to indemnify the County for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act by the County.

SECTION III. EFFECTIVE DATE AND TERM

The services and terms outlined in this Memorandum of Agreement shall be in full force and effect commencing on June 12, 2023. This MOU shall terminate upon completion of the project or expiration of one year from execution of the MOU whichever comes first. If at expiration of the MOU, the project is not completed, the parties agree to renew this Agreement for a period through completion of the project.

SECTION IV. AMENDMENTS

This Memorandum of Agreement represents the entire agreement between the Parties and no amendments or additions thereto or modifications thereof have been agreed to or shall be binding hereafter, unless evidenced in writing by the Parties.

SECTION V. NOTICE

All notices to be given hereunder shall be given in writing and shall be delivered personally or by U.S. mail as follows:

If to the County of Albany:

Daniel C. Lynch, Esq.
Deputy County Executive
Albany County Executive's Office
112 State Street, Rm. 1200
Albany, New York 12207

If to the Authority:

Philip F. Calderone, Esq.
Chief Executive Officer
Albany International Airport
Administration Building
Suite 200
Colonie, New York 12211

SECTION VI. INSURANCE REQUIREMENTS

6.1 The Authority shall maintain insurance for General Liability, Employment Practices Liability, Worker's Compensation, Property, Bodily Injury, and for the premises utilized in completing this

Memorandum of Agreement in an amount not less than ONE MILLION (\$1,000,000.00) DOLLARS per occurrence subject to a THREE MILLION (\$3,000,000.00) DOLLAR aggregate.

6.2 Certificates of insurance shall be issued naming the County of Albany as certificate holder and primary/non-contributory additional insured as required by written contract.

6.3 The County shall maintain General Liability insurance and Worker's Compensation Insurance for any employees performing work under this agreement.

SECTION VII. ENTIRE AGREEMENT

This Memorandum of Agreement represents the sole and entire agreement between the Parties and shall supersede any and all other agreements regarding the topic of this Agreement. The Parties acknowledge and agree that neither Party has made any representation with respect to the subject matter of this Memorandum of Agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein and each of the Parties acknowledge that each has relied on its own judgment in entering into this Memorandum of Agreement. The Parties further acknowledge that any prior statements or representations made, if at all, are void and of no effect on this Memorandum of Agreement, and that neither Party has relied on such prior statements or representations in connection with this Memorandum of Agreement.

IN WITNESS WHEREOF, each of the Parties has duly signed this Memorandum of Agreement on the dates written below. The Authority and County agree the delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed original of this Agreement is as effective as delivery of an originally executed Agreement.

The County of Albany

By: _____ Date _____
Daniel P. McCoy
County Executive
Or
Daniel C. Lynch, Esq.
Deputy County Executive

The Albany County Airport Authority

By: _____ Date _____
Names: Philip F. Calderone, Esq.
Title: Chief Executive Officer

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2023, before me, the undersigned, a notary public in and for the state, 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 attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her 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 ____ day of _____, 2023, before me, the undersigned, a notary public in and for the state, 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 attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her 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 ____ day of _____, 2023, before me, the undersigned, a notary public in and for the state, personally appeared Phillip F. Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

Exhibit “A”

Scope of Services

Scope of Work

The Authority shall consult with the County and the County will assist the Authority on the Project as follows:

- Coordinate strategic communications with project timeline
- Integrate with project team and consultants
- Message Development
- Define audiences and communications channels
- Stakeholder engagement and relations
- Community liaison
- Public relations – both proactive and reactive – maintain editorial and columnist support
- Facility and jobsite communications programming
- Reporting; drafting and submitting timely reports, plans and supporting material to the Authority

-

1. The parties agree that the points of contact for each party shall be a follows:

For the County: The Director of Communications
 County Executive’s Office

For the Airport Authority:

The Chief Executive Officer of the Airport Authority
And
The Board Member, Chair of the Communications
Committee

Albany County Request for Contract Approval

Contract #	2023-1104
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A1340 - Management & BudgetA1355 - Real Property
Date Submitted	Wednesday, June 07, 2023
Contact Person	McGuire, Michael
Contact Phone	1 (518) 487-5292
Vendor Info	GAR Associates LLC 5500 Main St, Ste 347, Williamsville, NY 14221
Estimated Amount	\$99,000.00
Estimated Term	8/1/2023 to 7/31/2024
Scope of Services	GAR Associates LLC will be providing professional real estate appraisal services on an as needed basis. Appraisal services are to include appraisals in connection the purchase, sale, or leasing of properties by Albany County.
Budget Line Item	AA1310 - 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

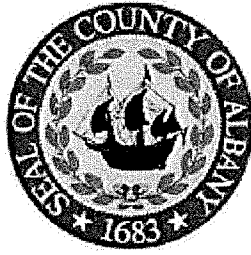
For Contract Board Use:

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

June 5, 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 #2023-062 Professional Real Estate Appraisal Services

Messrs. McCoy, Joyce & Hidley,

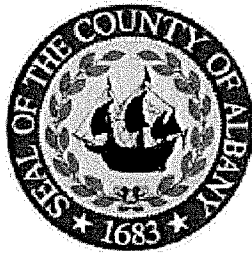
The Department of Management and Budget & the Real Property Tax Service Agency (RPTSA) is requesting authorization to award the above subject contract to GAR Associates, LLC, for a total not to exceed amount of \$99,000 for a contract term of one year which is scheduled to run from August 1, 2023 through July 31, 2024. This contract will allow Albany County to obtain real estate appraisals that will be used in connection with the purchase, sale, or lease of properties within the county.

Two bids were received in response to the RFP. GAR Associates, LLC was determined to be the highest scoring bidding. GAR Associates, LLC 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,

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: June 5, 2023
Re: RFP #2023-062 Professional Real Estate Appraisal Services

Overview and Review Criteria:

The Department of Management & Budget requested proposals from qualified vendors to contractually provide Albany County with professional real estate appraisal services in connection the purchase, sale, or leasing of properties by Albany County.

The RFP was released on May 4, 2023. The response deadline was May 19, 2023. One addendum to the request for proposals was made on May 5, 2023. Proposals were reviewed using the official Albany County RFP rating scale.

Evaluation of Responses:

Armstrong Appraisals, LLC

Armstrong Appraisals, LLC submitted a response to the RFP. The Armstrong proposal was reviewed by two reviewers. Reviewer 1 scored the proposal at 3.5 out of 5. Reviewer two scored the proposal at 3.75 out of 5. The Armstrong Appraisals submission demonstrated a satisfactory level of professional experience. References were more than good, references detailed a positive work experience and favorable outcomes with the respondent. Reputation in the area of commercial real estate appraisals was determined to be highly competent. The nature of the proposed appraisals services contract dictate a variable cost to the County, the cost will be based upon the volume of work that is assigned to the successful respondent. The proposed Cost to the County was determined to be satisfactory.

RFP #2023-062 : Professional Real Estate Appraisal Services

Proposal Rating Worksheet

Proposer: Armstrong Appraisals, LLC

	Weight	Reviewer 1		Reviewer 2	
		Rate	Score	Rate	Score
Total Cost to the County	50%	3	1.5	3.5	1.75
Experience and References	25%	4	1	4	1
General reputation in the area of real estate appraisals for commercial real estate	25%	4	1	4	1
TOTALS:			3.5		3.75

GAR Associates, LLC

GAR Associates, LLC submitted a response to the RFP. The GAR proposal was reviewed by two reviewers. Reviewer 1 scored the proposal at 3.75 out of 5. Reviewer two scored the proposal at 3.875 out of 5. GAR’s submission demonstrated an excellent level of professional experience. GAR will utilize a pool of seven certified appraisers to handle this workflow. The level of experience, education and professional recognition that the GAR appraisers have far exceeds that of other respondents. References were more than good, references extolled a positive work experience, excellent work product, and overwhelmingly favorable outcomes with the respondent. Reputation in the area of commercial real estate appraisals was determined to be highly competent. The nature of the proposed appraisals services contract dictate a variable cost to the County, the cost will be based upon the volume of work that is assigned to the successful respondent. The proposed Cost to the County was determined to be satisfactory.

RFP #2023-062 : Professional Real Estate Appraisal Services

Proposal Rating Worksheet

Proposer: GAR Associates, LLC

	Weight	Reviewer 1		Reviewer 2	
		Rate	Score	Rate	Score
Total Cost to the County	50%	3	1.5	3	1.5
Experience and References	25%	5	1.25	5	1.25
General reputation in the area of real estate appraisals for commercial real estate	25%	4	1	4.5	1.125
TOTALS:			3.75		3.875

RFP Proposal Selection:

Based upon the review of the two RFP responses received we are recommending that GAR Associates, LLC 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
Real Property

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: June 6, 2023

RE: RFP#2023-062 Professional Real Estate Appraisal Services

I am in receipt of your recommendation to award the aforementioned to GAR Associates in the amount not to exceed \$99,000.00

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 GAR Associates.

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

MANAGEMENT & BUDGET



INSERT RFP#2023-062

PROFESSIONAL REAL ESTATE APPRAISAL 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
REQUEST FOR PROPOSALS
PROFESSIONAL REAL ESTATE APPRAISAL SERVICES
REAL PROPERTY TAX SERVICE AGENCY
RFP #2023-062

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 seeking proposals for Professional Real Estate Appraisal Services as requested by Real Property Tax Service Agency.
- 1.2 The intent and purpose of this Request for Proposals (RFP) is to obtain proposals from qualified vendors to contractually provide Albany County with professional real estate appraisal services in connection with the purchase, sale or leasing of properties by the County.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on Friday, May 19, 2023**, at the following address:

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

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding

of the County's scope and objectives, methodology, and ability to complete services under the contract.

- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by the Real Property Tax Service Agency.
- 2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

- 3.1 Provide the name, a brief history and description of your firm.
- 3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.
- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 A vendor submitting a proposal to provide services pursuant to this RFP and all of the vendor's personnel who will be providing such services pursuant thereto must possess the following minimum qualifications:
 - (1) Must be a Real Estate Appraiser licensed in the State of New York, which license must be currently active and in good standing;

- (2) Must have at least five (5) years' experience in appraising residential and commercial properties, vacant land and leasehold interests therein;
 - (3) Must have at least one of the following designations: Member Appraisal Institute (MAI) or Senior Real Property Appraiser (SRPA); and
 - (4) Documented experience in providing testimony in State or Federal courts and/or other adjudicative entities regarding real estate appraisal issues.
- 3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.
- 3.6 Provide any additional information that would distinguish your firm in its service to Albany County.
- 3.7 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.
- 3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

- 4.1 The contract vendor shall provide the County with professional real estate appraisal services on an as requested basis in connection with the purchase, sale or lease of properties by the County.
- 4.2 The services required by the County in connection with this RFP covers the entire range of services customarily provided by real estate appraisers including, but not limited to, the following:
 - a. Single Family Residential property appraisals
 - b. Multi-Family Residential property appraisals
 - c. Commercial property appraisals
 - d. Mixed Use property appraisals
 - e. Vacant Land appraisals
 - f. Leasehold interest appraisals
 - g. Court and Adjudicative body Testimony concerning appraisals
- 4.3 The contract vendor shall arrange and conduct visual and physical inspections commensurate with property rights requested to be appraised.

4.4 The contract vendor shall perform appraisal services in accordance with the guidelines and regulations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP).

4.5 Appraisal Reports:

- a. The contract vendor shall provide the County at its request in the regard with either a (signed) certified written narrative Restricted, Summary or Comprehensive appraisal report with photographs, together with an electronic copy thereof.
- b. Appraisal reports will be reviewed by the County prior to acceptance and approval of payment.
- c. All appraisal reports shall provide the market value for the subject property as of the County specified valuation date(s) using the comparable sales, cost and income approach(es) or when appropriate highest and best use approach. The County will consult with the contract vendor prior to the property inspection to determine the appropriate valuation date(s) and appraisal approach(es).
- d. Residential property and vacant land appraisal reports for must, unless otherwise authorized by the County, be provided in the formats annexed to this RFP as Exhibits "A" and "B", respectively.
- e. Commercial property appraisal reports shall:
 1. State the identity of the County as the client.
 2. State the intended use of the appraisal.
 3. Summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment.
 5. State the real property interest being appraised.
 4. State the type and definition of value and cite the source of the definition.
 5. State the effective date of the appraisal and the date of the report.
 6. Summarize the scope of work used to develop the appraisal.
 7. Summarize the information analyzed, the appraisal methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions; exclusion of the sales comparison approach, cost approach, or income approach must be explained.
 8. State the use of the real estate existing as of the date of value and the use of the real estate reflected in the appraisal.
 9. When an opinion of highest and best use was developed by the appraiser, summarize the support and rationale for that opinion.

10. Clearly and conspicuously state all extraordinary assumptions and hypothetical conditions, and, state that their use might have affected the assignment results.
 11. Include a signed certification.
- f. All comparable property sales listed within the appraisal report must be within one year of the valuation date. In the event comparable properties are not available for this time period the contract vendor shall notify the County prior to composing the report. The County may grant approval for comparable property sales beyond this time limitation.
 - g. All comparable properties must be located within the same local area as the subject property. In the event comparable properties are not available within this area the contract vendor shall notify the County prior to composing the report. The County may grant approval for use of comparable properties located beyond this area.
 - h. contract vendor's appraiser assigned to perform the appraisal may not delegate the assignment and must personally conduct inspections of the property being appraised.
 - i. Additional Services: Upon written request the contract vendor must provide the following additional services to the County:
 - a. Trial preparation, conferencing and/or testimony related to completed appraisal(s).
 - b. Other miscellaneous appraisal related services.

4.6 The County will provide the contract vendor with:

- a. The location of the subject property, a statement of the appraisal services requested any property specific information, and assistance in gaining access to the property for inspection purposes.
- b. Prompt notice of any change in circumstances made known to it which may impact the appraisal.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be one (1) year.

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 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 an hourly rate fee proposal for providing the services requested in this RFP. All hourly rate fees are assumed to be the complete cost to the County, unless otherwise stated. State in detail any reimbursable costs not included in your hourly rate fee proposal.

6.2 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.

GAR Associates LLC

Professional Real Estate Appraisal Services

RFP#2023-062

County of Albany

Real Property Tax Service Agency

May 19, 2023

**GAR Associates LLC
Real Estate Appraisers and Consultants**

**David M. Barnett, MAI/SRA
President – Project Director
Regional Office
dbarnett@garappraisal.com
855 NY-146, Suite 130
Clifton Park, NY 12065
(518) 579-3770**

GAR ASSOCIATES LLC
Real Estate Appraisers and Consultants

Plan Implementation

Scope of Services:

GAR Associates would provide the County with a variety of professional appraisal and consulting services on an "as requested" basis, including appraisals for single family residential, multi-family, commercial, mixed-use, vacant land, leasehold interests, court-ready appraisals, and court testimony.

As part of the appraisal process, we would arrange and conduct visual and physical inspections. Interior inspections would be undertaken if requested by the County.

Appraisal services would be provided in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).

Appraisal reports would vary in length and scope and include restricted, summary, and comprehensive (court-ready) reports.

Estimates of market value for the subject property would be provided as of the applicable taxable status and valuation dates considering the sales comparison, income capitalization and cost approaches. Properties would be valued consistent with their "ownership and condition" as of the taxable status date, consistent with Real Property Tax Law.

Residential and vacant land would be appraised using the formats provided in Exhibits A and B, respectively, unless otherwise authorized by the County.

Preparation of commercial appraisals would include those items outlined in the RFP. We are familiar with items which are part of our standard commercial appraisal process.

Selection of comparable sales would be carefully undertaken with an attempt to use recent market data, transferring within one year. For commercial properties, this may not be possible with a fewer number of comparables available. We would notify the County where there is a necessity to include older sale transactions.

The comparables would be located in similar market areas, typically within the same municipality and county.

All of the appraisals would be undertaken by GAR Associates and would not be delegated or subcontracted.

Additional services could be undertaken upon written request, including trial preparation, conferencing and/or testimony related to completed appraisals, as well as other miscellaneous appraisal-related services.

CORPORATE OFFICE:

5500 MAIN STREET SUITE 347 WILLIAMSVILLE NEW YORK 14221 TEL.716-691-7100 FAX.716-691-7770 TOLL FREE: 1.800.836.0382

CAPITAL REGION OFFICE:

855 ROUTE 146 SUITE 130 CLIFTON PARK, NEW YORK 12065 TEL.518.579.3770 FAX.518.579.3773 TOLL FREE: 1.800.836.0382

GAR ASSOCIATES LLC
Real Estate Appraisers and Consultants

SECTION IV:

Plan Implementation – The scope of appraisal and consulting services will dictate the plan implementation.

For individual appraisal reports, the subject property will initially be identified, and salient fact information will be researched from both public records and field inspections. The appraisal process will then be undertaken with appropriate descriptions, photographs, neighborhood analysis, identification of the “ownership and condition” of the property, and highest and best use (if necessary). The appropriate valuation approaches will be considered, including the sales comparison, income capitalization and cost approaches.

The sales comparison approach is most relevant for single-user, owner-occupied properties. The income capitalization approach is most relevant for income/investment properties where there are leases in place. The sales comparison approach is also applicable for most investment properties, but the expense information is typically necessary in order to appropriately analyze investment sales.

The cost approach is typically not relevant unless the subject is a special-purpose property where comparable sales are generally not available.

The results of each of the approaches are reconciled with most weight given to the most reliable approach when determining the final market value.

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GAR ASSOCIATES LLC
Real Estate Appraisers and Consultants

Section V

CORPORATE OFFICE:

5500 MAIN STREET SUITE 347 WILLIAMSVILLE NEW YORK 14221 TEL.716-691-7100 FAX.716-691-7770 TOLL FREE: 1.800.836.0382

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GAR ASSOCIATES LLC
Real Estate Appraisers and Consultants

Cost Proposal

Hourly Rates by Appraisal Type:

Single Family Residential Property Appraisals:	\$75-\$125/hr
Multi-Family Residential Property Appraisals (2-3 units):	\$75-\$125/hr
Commercial Property Appraisals:	\$125-\$225/hr
Mixed Use Property Appraisals:	\$125-\$225/hr
Vacant Land Appraisals:	\$125-\$225/hr
Leasehold Interest Appraisals:	\$150-\$225/hr
Court and Adjudicative Appraisals:	\$225-\$275/hr

Rates vary depending on the complexity of the property.

With each request for an appraisal report GAR will provide a fee for the specific appraisal.

Any and all expenses associated with producing the appraisals are inclusive of the rates listed above, with the exception of court testimony appearances. Travel and hotel expenses may apply.

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855 ROUTE 146 SUITE 130 CLIFTON PARK, NEW YORK 12065 TEL.518.579.3770 FAX.518.579.3773 TOLL FREE: 1.800.836.0382

***PROFESSIONAL REAL ESTATE APPRAISALS SERVICES
REQUEST FOR PROPOSALS
RFP#2023-062***

**COUNTY OF ALBANY
REAL PROPERTY TAX SERVICE AGENCY**

PROPOSAL FOR REAL ESTATE APPRAISAL SERVICES

PREPARED FOR

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

PREPARED BY

ARMSTRONG APPRAISALS, LLC
DAVID FONTANA
3 Kings Court
P.O. Box 5016
Clifton Park, NY 12065
Tel (888) 788-3141 Cell (518) 441-0508

*Tax ID#14-1800859
Duns# 08-4074772
TPIN# 48458655
Registered with CCR*

Section I (Above)

Section IV:

Plan Implementation

As requested, the scope of services will be met for the respective property type. All reports will be in narrative format and be made available via PDF and in print, if needed.

SECTION 4: SCOPE OF SERVICES

- 4.1 The contract vendor shall provide the County with professional real estate appraisal services on an as requested basis in connection with the purchase, sale or lease of properties by the County.
- 4.2 The services required by the County in connection with this RFP covers the entire range of services customarily provided by real estate appraisers including, but not limited to, the following:
 - a. Single Family Residential property appraisals
 - b. Multi-Family Residential property appraisals
 - c. Commercial property appraisals
 - d. Mixed Use property appraisals
 - e. Vacant Land appraisals
 - f. Leasehold interest appraisals
 - g. Court and Adjudicative body Testimony concerning appraisals
- 4.3 The contract vendor shall arrange and conduct visual and physical inspections commensurate with property rights requested to be appraised.

4.4 The contract vendor shall perform appraisal services in accordance with the guidelines and regulations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP).

4.5 Appraisal Reports:

- a. The contract vendor shall provide the County at its request in the regard with either a (signed) certified written narrative Restricted, Summary or Comprehensive appraisal report with photographs, together with an electronic copy thereof.
- b. Appraisal reports will be reviewed by the County prior to acceptance and approval of payment.
- c. All appraisal reports shall provide the market value for the subject property as of the County specified valuation date(s) using the comparable sales, cost and income approach(es) or when appropriate highest and best use approach. The County will consult with the contract vendor prior to the property inspection to determine the appropriate valuation date(s) and appraisal approach(es).
- d. Residential property and vacant land appraisal reports for must, unless otherwise authorized by the County, be provided in the formats annexed to this RFP as Exhibits "A" and "B", respectively.
- e. Commercial property appraisal reports shall:
 1. State the identity of the County as the client.
 2. State the intended use of the appraisal.
 3. Summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment.
 5. State the real property interest being appraised.
 4. State the type and definition of value and cite the source of the definition.
 5. State the effective date of the appraisal and the date of the report.
 6. Summarize the scope of work used to develop the appraisal.
 7. Summarize the information analyzed, the appraisal methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions: exclusion of the sales comparison approach, cost approach, or income approach must be explained.
 8. State the use of the real estate existing as of the date of value and the use of the real estate reflected in the appraisal.
 9. When an opinion of highest and best use was developed by the appraiser, summarize the support and rationale for that opinion.

10. Clearly and conspicuously state all extraordinary assumptions and hypothetical conditions, and state that their use might have affected the assignment results.
 11. Include a signed certification.
- f. All comparable property sales listed within the appraisal report must be within one year of the valuation date. In the event comparable properties are not available for this time period the contract vendor shall notify the County prior to composing the report. The County may grant approval for comparable property sales beyond this time limitation.
 - g. All comparable properties must be located within the same local area as the subject property. In the event comparable properties are not available within this area the contract vendor shall notify the County prior to composing the report. The County may grant approval for use of comparable properties located beyond this area.
 - h. contract vendor's appraiser assigned to perform the appraisal may not delegate the assignment and must personally conduct inspections of the property being appraised.
 - i. Additional Services: Upon written request the contract vendor must provide the following additional services to the County:
 - a. Trial preparation, conferencing and/or testimony related to completed appraisal(s).
 - b. Other miscellaneous appraisal related services.

Section V:

Cost Proposal Section

All our fees will be based on an hourly rate of \$175 per hour. Unless a different format is requested, we will bill upon completion on a per property basis understanding that additional services may be needed including but not limited to additional research, meetings and expert witness testimony and/or support.

All properties would be appraised in conformance with the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation and the Principles of Appraisal Practice, and Code of Ethics of the Appraisal Institute.

Albany County Request for Contract Approval

Contract #	2023-1060
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Thursday, May 18, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Emergency Power Systems, LLC 300 Mile Crossing Blvd, Rochester, NY 14624
Estimated Amount	\$90,932.00
Estimated Term	7/1/2023 to 6/30/2028
Scope of Services	Backup generator preventive maintenance and servicing for County Office Building, County Judicial Center, County Court House and County Family Court.
Budget Line Item	AA1620 - 4046 - - -
Fiscal Impact	County: 33.70% State: 66.30% 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

May 18, 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 five year contract with Emergency Power Systems LLC for backup generator preventive maintenance and servicing for County Office Building, County Judicial Center, County Court House and County Family Court pursuant to RFP#2023-057.

The five year costs of this service is \$60,932.00 with a contingency allowance of \$30,000.00 to cover emergency service repairs for a not to exceed total of \$90,932.00.

The term of this contract will be July 1, 2023 – June 30, 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: May 18, 2023

Re: Request for Proposal #2023-057

I have reviewed the two proposals received for RFP#2023-057 PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE FOR GENERATORS and recommend Emergency Power Systems, Inc. be awarded the contract for the amount not to exceed \$60,932.00.

We will be including an additional \$30,000.00 to cover emergency service calls and repairs for the term of the contract.

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 Latina, Commissioner
General Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: May 18, 2023

RE: RFB-2023-057 Generator Preventative Maintenance and Emergency Service.

I am in receipt of your recommendation to award the aforementioned to Emergency Power Systems, Inc. in the amount not to exceed \$90,932.00.

As Emergency Power Systems, Inc. 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.

COUNTY OF ALBANY

**REQUEST FOR BIDS
GENERAL SERVICES**



RFB #2023-057

**PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE
FOR GENERATORS**

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
PAMELA O NEILL, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Generator Preventative Maintenance and Emergency Service**
Bid Number: **2023-057**

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	Number
<i>none</i>	

(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;

BF1

(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) MS-4-1 Certification Statement RE: Stormwter Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F")
 - (g) Non Interruption of Work Agreement (Attachment "G")

7. Communication concerning this Bid shall be addressed to:

Justin Leiby, Service Manager

Phone: 518-390-0760

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: **Generator Preventative Maintenance and Emergency Service**
Bid Number: **2023-057**

Bi Annual Generator Maintenance Costs Inclusive of Load Testing

Location/Site	Year 1	Year 2	Year 3	Year 4	Year 5
County Office Building 112 State Street Albany NY 12207	\$3,340.00	\$3,425.00	\$3,510.00	\$3,595.00	\$3,685.00
Family Court 30 Clinton Ave Albany NY 12207	\$1,590.00	\$1,630.00	\$1,670.00	\$1,710.00	\$1,752.00
County Court House 16 Eagle Street Albany NY 12207	\$2,605.00	\$2,670.00	\$2,735.00	\$2,805.00	\$2,875.00
County Judicial Center 6 Lodge Street Albany NY 12207	\$4,060.00	\$4,160.00	\$4,265.00	\$4,370.00	\$4,480.00

The following labor rates shall apply to all on-site work requested to diagnose issues with and/or to repair generators inclusive of all labor, travel, fuel, etc.

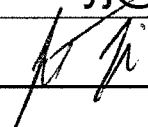
HOURLY RATE TYPE	HOURLY RATE
Weekdays, Regular Hours 0800-1700	\$ 165.00
Weekday After Hours	\$ 247.50
Saturday Hours	\$ 247.50
Sunday Hours	\$ 330.00
Holiday Hours	\$ 330.00

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Generator Preventative Maintenance and Emergency Service**
Bid Number: **2023-057**

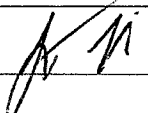
COMPANY: Emergency Power Systems LLC
ADDRESS: 300 Mile Crossing blvd
CITY, STATE, ZIP: Rochester NY 14624
TEL. NO.: 585-464-6333
FAX NO.: 585-464-6334
FEDERAL TAX ID NO.: 59-3763067
REPRESENTATIVE: Justin Leiby
E-MAIL: Leibyj@starktech.com
SIGNATURE AND TITLE 
DATE 5/9/23

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: Emergency Power Systems LLC

By: 
(Signature)

Justin Leiby
(Typed)

Title: Service Manager

Date: 5/9/23



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Albany County Purchasing Div
Maureen Shea, Deputy Purchasing Agent
112 State street
Room 1000
Albany NY 12207

Schedule Year 2022 through 2023
Date Requested 04/21/2023
PRC# 2023004592

Location Albany, NY
Project ID# RFB-2023-057
Project Type Preventative Maintenance and Emergency Service on generators in DGS Buildings as per schedule and scope of servicers

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2022 through June 2023. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: Justin Laiby Service Manager

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

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

5/9/23

Date



Signature

Justin Leiby *Service Manager*

Title

Emergency Power Systems LLC

Company Name

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 _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, 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 ^{New York} _____)
COUNTY OF Saratoga) SS.:

On the 10 day of May, 2023, before me personally came Justin Leiby Justin Leiby, 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 Emergency Power Systems LLC 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.

Jessica A. O'Brien

Notary Public, State of NY

Qualified in Albany Co.

Commission Expires 4.11.24

JESSICA A. O'BRIEN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01OB6431686
Qualified in Albany County
My Commission Expires 4.11.24

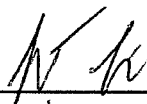
ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Emergency Power Systems LLC		3. IDENTIFICATION NUMBERS a) FEIN # 59-3763067 b) DUNS # 01-740-9975	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) starktech.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 300 Mile Crossing Blvd Rochester NY 14624		7. TELEPHONE NUMBER 585-464-6333	8. FAX NUMBER 585-464-6334
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 THIS QUESTIONNAIRE Name Justin Leiby Title Service Manager Telephone Number 518-390-0760 Fax Number 585-464-6334 e-mail Leibyj@starktech.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS. See attached			
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 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: a) An elected or appointed public official or officer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> b) An officer of any political party organization in Albany County, whether paid or unpaid? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>			

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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" 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 checked="" 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 checked="" type="checkbox"/> No

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
Service Manager

Title
Emergency Power Systems LLC

Company Name

5/9/23

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: Emergency Power Systems LLC

Address: 300 Mile Crossing Blvd

Rochester NY 14624

Phone Number(s): 585-464-6333

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):

Generator Preventative Maintenance and Emergency Repairs

Description of where the work is to be performed within Albany County facilities:

County Office Building, Family Court, County Court House and County Judicial Center Emergency Generators


Signature

Justin Leibug
Printed Name

Service Manager
Title

Title

5/9/23
Date

Date

Name	% Ownership	Title	Residence
David Winter	16.67%	Member/CEO	Buffalo NY
Timothy J. Geiger	43.94%	Member	Buffalo NY
Randy P. Urschell	18.18%	Member	Buffalo NY
Dennis Donovan	3.03%	Member	Buffalo NY
Nicholas Masiello	6.06%	Member	Buffalo NY
Thomas M. Murphy III	6.06%	Member	Spencerport NY
Andrew C. Weidert	6.06%	Member	Greece NY
	100%		

Specifications

RFB 2023-057

Preventive Maintenance & Emergency Service for Generators

Maintenance and Emergency Service (Generators) (Must Bid on all items to be considered for award)

1. INTRODUCTION

1.1 Contractor shall provide bi annual generator preventative maintenance services to include an annual 2 hour load bank test and, as needed, diagnose generator issues and perform any necessary repairs according to the specifications described herein.

1.2 Albany County Department of General Services has four (4) locations with back-up generators as itemized in Attachment A.

1.3 All preventative and repair services shall be performed in a manner consistent with National Fire Protection Association 110: Standard for Emergency and Standby Power Systems.

2. CONTRACTOR PERSONNEL

2.1 All work is to be performed by Contractor's personnel properly licensed, trained, and insured to perform the work.

2.2 All work is to be performed in compliance with all applicable codes, standards, due care, and MIOSHA/OSHA safety requirements.

2.3 During initial preventative maintenance visit, Contractor personnel will be accompanied to each generator site by a County employee if necessary. Thereafter, Contractor personnel are expected to access and perform on-site work independently, unless otherwise required by the Department of General Services.

3. ANNUAL PREVENTATIVE MAINTENANCE

3.1 Lube Oil and Filter: (Once a Year)

- 3.1.1 Change lube oil
- 3.1.2 Replace primary lube filter(s)
- 3.1.3 Replace bypass lube filter(s)
- 3.1.4 Replace fuel filter(s)
- 3.1.5 Replace water filter(s)
- 3.1.6 Replace air filter(s)

3.2 Battery Testing: (Bi Annually)

- 3.2.1 Check battery and charging systems
- 3.2.2 Clean all battery terminals
- 3.2.3 Verify integrity of cables and connectors
- 3.2.4 Load test battery
- 3.2.5 Measure specific gravity of each battery cell

- 3.2.6 Verify proper operation and float voltage of external battery charger
- 3.2.7 Verify and record output of engine alternator

3.3 Perform Generator Engine Run Test: (Bi Annually)

- 3.3.1 Verify and record oil pressure
- 3.3.2 Verify and record water temperatures
- 3.3.3 Test all safety shutdown circuits and alarms
- 3.3.4 Inspect air intake system including air filter condition, and crankcase breather.
- 3.3.5 Inspect muffler system and drain condensation and verify rain cap operation
- 3.3.6 Inspect engine starting system including cables and connectors
- 3.3.7 Inspect exhaust flex couplings and piping for leaks and proper connections
- 3.3.8 Check for abnormal vibration or noise
- 3.3.9 Inspect spark plugs, plug wires and distributor

3.4 Check fuel system: (Bi Annually)

- 3.4.1 Inspect all fuel lines and hoses for leaks and general condition
- 3.4.1a County Office Building has fuel storage tanks and fuel transfer system in the basement that supplies fuel to the roof top day tank.
- 3.4.2 Inspect day tank and float assembly for proper operation and leaks
- 3.4.3 Inspect fuel pump for leaks
- 3.4.4 Verify proper operation of governor and governor linkage-where applicable
- 3.4.5 Check level of fuel in supply tank-when applicable
- 3.4.6 Drain water and sediment from tank

3.5 Check coolant system: (Bi Annually)

- 3.5.1 Inspect all clamps and hoses and identify any visual leaks
- 3.5.2 Verify proper operation of engine jacket water heater
- 3.5.3 Test coolant freeze point and verify coolant level.
- 3.5.4 Inspect belt condition and tension and correct as needed

3.6 Check controls: (Bi Annually)

- 3.6.1 Verify and record output voltage and adjust voltage regulator if needed.
- 3.6.2 Calibrate control meters
- 3.6.3 Verify and record output frequency and adjust governor if necessary
- 3.6.4 Verify operation of all lamps on control panel and remote annunciators
- 3.6.5 Inspect for any loose connections, terminals or discoloration

3.7 Check generator: (Bi Annually)

- 3.7.1 Inspect and lubricate generator end bell bearing
- 3.7.2 Inspect brushes, brush holders and commutator

- 3.7.3 Inspect cooling screen and general condition of alternator
- 3.7.4 Inspect for abnormal vibration
- 3.7.5 Verify connections and insulation condition
- 3.7.6 Verify proper operation of shunt trip on mainline circuit breaker-if applicable

3.8 Check automatic transfer switch: (Bi Annually)

- 3.8.1 Verify proper operation of exerciser clock and adjust if needed
- 3.8.2 Provide visual inspection of all contacts and connection points
- 3.8.3 Verify correct operation of all lamps on control
- 3.9 Contractor shall immediately notify Albany County Department of General Services personnel of conditions that do not conform to applicable codes and/or pose a safety hazard.

3.10 Within five (5) business days of completing preventative maintenance on a generator, Contractor shall provide a detailed written report to The Albany County Department of General Services stating all findings, if any, along with a proposed scope of work and complete cost estimates for any recommended equipment repairs and/or replacement.

4. DIAGNOSTIC AND REPAIR SERVICES

4.1 Contractor shall provide generator repair service for all listed County generators and other locations, as requested by the County, at the hourly rates specified in Attachment B. Contractor shall charge labor at the established rates for normal hours, after hours, weekend hours and holiday hours.

4.2 Contractor shall provide generator parts, supplies and equipment for all listed County generators and other locations as requested by the County. Upon request of the County, the Contractor must provide the County with its actual paid supplier invoices and statements for parts, supplies and equipment sold to the County

4.3 All parts, supplies, materials, and equipment provided to the County are to be new, and from acceptable manufacturers with acceptable warranty periods to the County. Used parts, supplies, materials, or equipment from time-to-time may be acceptable to the County in certain circumstances, and it is the County's expectation that the contractor will notify the County of the availability of such used items when the County considers repairs and replacements.

4.4 Upon request for service by the County, Contractor's service technician shall acknowledge the request with the requestor within one hour. The Contractor's service technician is required to be on site and commence work within two hours of initial contact if deemed by The Albany County Department of General Services to be an emergency, and within four hours if not deemed an emergency by The Albany County Department of General Services. The four hour non-emergency response time may be waived by The Albany County Department of General Services if service can wait to be performed during Contractor's normal business hours.

4.5 Contractor personnel shall notify The Albany County Department of General Services of arrival at a site, and inform an employee of the site or facility of their presence and the work to be performed.

4.6 Approval must be received from the County to perform any repairs or incur any repair expenses.

4.7 A service report is to be completed by the technician and retained at the site where the work is performed.

5. SCHEDULING

5.1 Contractor shall coordinate all scheduled services (load testing and annual preventative maintenance) at least five (5) business days in advance with the Albany County Department of General Services.

5.2 Any activity carried out by the Contractor that requires either switching a building to generator power for testing purposes, or taking a generator offline for testing or repairs, requires prior approval from the County. Should a generator need to be taken offline, it may not be left unattended by Contractor's personnel. Contractor personnel must be present to bring the generator online in case of power loss to a building.

EXHIBIT "A"

Facility Address	Manufacturer	Model	Size	Fuel Type	Equipment Location
County Office Building 112 State Street Albany NY 12207	Caterpillar	SR4B-GD	350 kW	Diesel	Roof Top
Family Court 30 Clinton Ave. Albany NY 12207	Kohler	125RZG	125 kW	Natural Gas	Ground
County Court House 16 Eagle Street Albany NY 12207	Caterpillar	3406	300 kW	Diesel	Basement
County Judicial Center 6 Lodge Street Albany NY 12207	Caterpillar	3412	450 kW	Natural Gas	Roof Top

Tabulation RFB-2023-057 Generator Preventative Maintenance

Bi-annual Generator Maintenance		Bi-annual Generator Maintenance										
Bidder	Location	Penn Power Systems					Bidder	Emergency Power Systems				
		Year 1	Year 2	Year 3	Year 4	Year 5		Year 1	Year 2	Year 3	Year 4	Year 5
	County Office Building	\$ 5,598.00	\$ 5,598.00	\$ 5,878.00	\$ 5,878.00	\$ 6,054.00	County Office Building	\$ 3,340.00	\$ 3,425.00	\$ 3,510.00	\$ 3,595.00	\$ 3,685.00
	Family Court	\$ 1,751.00	\$ 1,751.00	\$ 1,839.00	\$ 1,839.00	\$ 1,894.00	Family Court	\$ 1,590.00	\$ 1,630.00	\$ 1,670.00	\$ 1,710.00	\$ 1,752.00
	Court House	\$ 4,298.00	\$ 4,298.00	\$ 4,513.00	\$ 4,513.00	\$ 4,649.00	Court House	\$ 2,605.00	\$ 2,670.00	\$ 2,735.00	\$ 2,805.00	\$ 2,875.00
	Judicial Center	\$ 5,860.00	\$ 5,860.00	\$ 6,153.00	\$ 6,153.00	\$ 6,338.00	Judicial Center	\$ 4,060.00	\$ 4,160.00	\$ 4,265.00	\$ 4,370.00	\$ 4,480.00

Bidder	Penn Power Systems	Emergency Power Systems
Labor Rates		
Weekday Regular	\$ 178.00	\$ 165.00
Weekday After Hours	\$ 245.00	\$ 247.50
Saturday Hours	\$ 245.00	\$ 247.50
Sunday	\$ 295.00	\$ 330.00
Holiday Hours	\$ 295.00	\$ 330.00

Tabulation RFB-2023-057 Generator Preventative Maintenance

Bi-annual Generator Maintenance

Bidder	Emergency Power Systems									
	Year 1	State%	County%	Year 2	State%	County%	Year 3	State%	County%	Year 4
County Office Building	\$ 3,340.00	\$0.00	\$3,340.00	\$ 3,425.00	\$0.00	\$3,425.00	\$ 3,510.00	\$0.00	\$3,425.00	\$3,510.00
Family Court	\$ 1,590.00	\$1,256.10	\$333.90	\$ 1,630.00	\$1,287.70	\$342.30	\$ 1,670.00	\$1,319.30	\$342.30	\$1,670.00
Court House	\$ 2,605.00	\$1,745.35	\$859.65	\$ 2,670.00	\$1,788.90	\$881.10	\$ 2,735.00	\$1,832.45	\$881.10	\$2,735.00
Judicial Center	\$ 4,060.00	\$2,151.80	\$1,908.20	\$ 4,160.00	\$2,204.80	\$1,955.20	\$ 4,265.00	\$2,260.45	\$1,955.20	\$4,265.00
	\$ 11,595.00	\$ 5,153.25	\$ 6,441.75	\$ 11,885.00	\$ 5,281.40	\$ 6,603.60	\$ 12,180.00	\$ 5,412.20	\$ 6,603.60	\$ 12,180.00

Year 4	State%	County%	Year 5	State%	County%
\$ 3,595.00	\$0.00	\$3,595.00	\$ 3,685.00	\$0.00	\$3,685.00
\$ 1,710.00	\$1,350.90	\$359.10	\$ 1,752.00	\$1,384.08	\$367.92
\$ 2,805.00	\$1,879.35	\$925.65	\$ 2,875.00	\$1,926.25	\$948.75
\$ 4,370.00	\$2,316.10	\$2,053.90	\$ 4,480.00	\$2,374.40	\$2,105.60
\$ 12,480.00	\$ 5,546.35	\$ 6,933.65	\$ 12,792.00	\$ 5,684.73	\$ 7,107.27

State% = .663 County% = .337

Emergency Service \$ 30,000.00 \$ 19,890,000 \$ 10,110,000

Contract Total \$ 60,932.00 \$ 30,000.00 \$ 90,932.00

State % \$ 27,077.93 \$ 19,890,000 \$ 46,967.93

County% \$ 33,854.07 \$ 10,110,000 \$ 43,964.07

\$ 60,932.00 \$30,000 \$ 90,932.00 \$ 90,932.00

Albany County Request for Contract Approval

Contract #	2023-1080
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Tuesday, May 30, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	C&S Engineers, Inc. 41 State Street, Suite 600, Albany, NY 12207
Estimated Amount	\$48,470.00
Estimated Term	7/1/2023 to 6/30/2024
Scope of Services	ENGINEERING DESIGN SERVICES, installation of a new standby power generator and replacement of existing switchgear for the Albany County Mental Health, Children's Advocacy Center and Board of Elections Building located at 250-260 South Pearl Street.
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 - 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, 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

May 30, 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 C&S Engineering, Inc. for Engineering Design Work for an installation of a stand by generator at the Mental Health/CAC/Board of Elections building.

The proposed \$48,470.00 cost of these service is included in the 2022-2026 Capital Plan within bond HHYZ pursuant to Res. No 518 of 2019 dated November 12, 2019.

The term of this contract will be July 1, 2023 – June 30, 2025

Please do not hesitate to contact me if I can be of further assistance.

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

RFQ #2023-009R: Engineering Design Services Standby Generator and Switchboard Design

Quote Rating Worksheet

Proposer: MLM

	Weight	C&S Companies		GPI	
		Rate	Score	Rate	Score
Vendors Comprehension of the required scope of work	15%	4	0.6	5	0.75
Prior experience in similar projects	25%	5	1.25	5	1.25
Professional Qualifications					
Total Cost	10%	5	0.5	5	0.5
References	40%	4	1.6	2	0.8
	10%	4	0.4	5	0.5
TOTALS:			4.35		3.8

NOTES:



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: May 30, 2023

RE: RFQ#2023-009-R Engineering Design Services for Full Facility Standby Power
Generator and Replacement

I am in receipt of your recommendation to award the aforementioned to C&S Companies in the amount of \$48,470.00.

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 C&S Companies.

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 QUOTES #2023-009-R
ENGINEERING DESIGN SERVICES

May 18, 2023

C&S Engineers, Inc.
41 State Street, Suite 600
Albany, New York 12207
www.cscos.com





May 18, 2023

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

Re: 250-260 South Pearl Switchboard & Generator Upgrades Request for Quotes (RFQ) #2023-009-R

Dear Ms. O Neill:

Since the establishment of our Albany Office in 2015, C&S has provided various services to the County of Albany. This experience, coupled with our experience in completing the conceptual study for this project, makes C&S uniquely qualified to assist the County with the installation of a new standby power generator and replacement of existing switchgear for the Albany County Mental Health Children's Advocacy Center and Board of Elections Building. Specifically, we offer the following resources for project success:

The C&S team is the right partner for Albany County

Our Albany Office, located within a few blocks of the Albany County Mental Health Children's Advocacy Center and Board of Elections Building ensures the responsiveness to meet the County and facility personnel expectations.

Our client-oriented consulting practice focuses on the relationship of any given project to the overall goals and objectives of our client organization. Our project delivery and quality control processes are designed to deliver the best product, provide the highest level of service, and ensure that you are well informed.

C&S's more than 550 technical staff provides the breadth and depth of our resources and expertise to ensure project delivery on schedule and to respond to unanticipated needs.

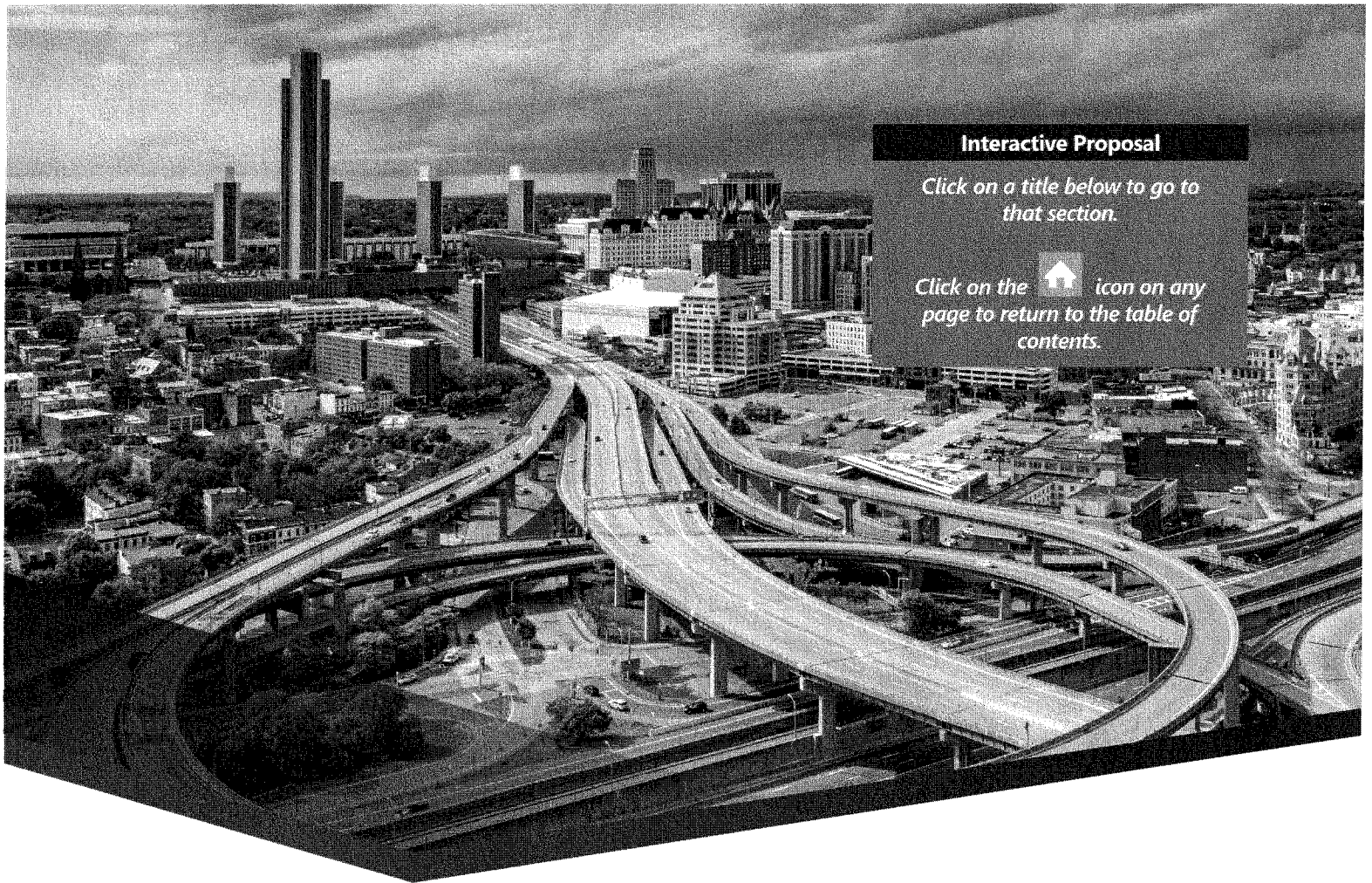
We have relevant project experience providing services through MEP contracts for various municipalities, industrial clients, and government agencies.

We look forward to supporting Albany County on the road to success with the right combination of technical expertise and a focus on customer service. As you review our quotations package, we believe you will see the depth and breadth of diverse resources this team brings to its clients. We value our long-term relationship with the County and look forward to the opportunity to continue to partner with you on this important project in heart of the Capital District!

Sincerely,
C&S ENGINEERS, INC.

Robert Gleason III, PE, PMP
Lead Electrical Engineer

DH Chung, AIA, LEED AP
Project Manager



Interactive Proposal

Click on a title below to go to that section.

Click on the  icon on any page to return to the table of contents.

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*C&S Engineers, Inc. (C&S) is
one of the C&S Companies.*

*C&S plans, designs,
constructs, and maintains
the built and natural
environment.*

Section 1

Vendor Identification

RFQ #2023-009-R Engineering Design Services

May 18, 2023

Submitted by:

C&S Engineers, Inc.
41 State Street, Suite 600
Albany, NY 12207-2843
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Contact Person

D.H. Chung, AIA, LEED AP
Senior Project Architect
dchung@cscos.com

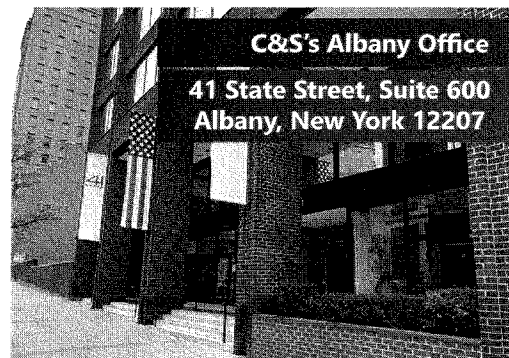




Section 2 Vendor Qualifications

C&S Companies

Since 1968, the C&S Companies have earned a solid reputation for quality engineering, architectural, planning, environmental, and construction services. Our clients trust C&S to deliver successful projects time and time again. Our diverse group of professionals specializes in meeting multi-disciplined challenges, working together to seamlessly complete both routine and complex projects. Our staff of more than 550 professionals has the expertise to handle almost any architectural or engineering challenge. Our technical staff includes engineers, architects, geologists, landscape architects, scientists, planners, designers, computer programmers, and construction managers and inspectors. Our staff includes more than 100 licensed professionals and more than 50 professionals certified in green building and sustainability.

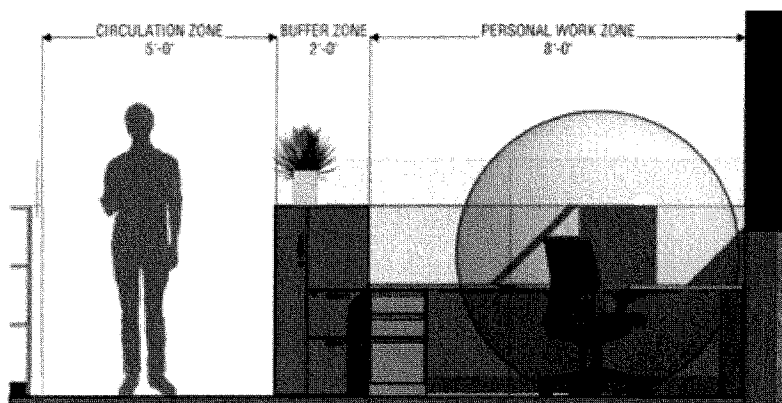


C&S has been in business for 55 years. Copies of our business licenses are included at the end of this section.

Architecture and Interior Design

Over the past 55 years, our services have diversified and grown to include a wide range of planning, design and construction services. Our architectural qualifications and staff have developed with this growth to the point where clients have engaged us in highly challenging and exciting opportunities, from the modernization of the Albany International Airport terminal, to the renovation of the MVP Arena's suites and Lia Lounge.

Integrating the aesthetic and functional objectives of our architectural practice with the exemplary engineering services for which C&S has become nationally recognized, C&S provides our clients with a full-service solution. Building types include highway garage, municipal facilities, office buildings, nature centers, educational facilities, entertainment venues, retail centers, healthcare facilities, and parking facilities. In addition to the basic architectural services that are provided, many of our projects require more detailed services, such as:



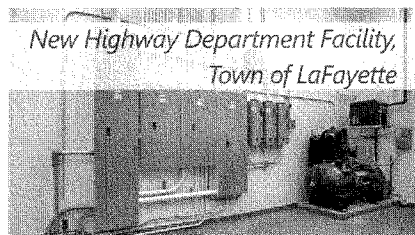
- ◆ Programming
- ◆ Conceptual design and feasibility studies
- ◆ Three-dimensional computer rendering
- ◆ Code analysis
- ◆ Building envelope restoration
- ◆ Historic preservation
- ◆ Existing condition surveys
- ◆ Construction supervision

We also provide specialized equipment selection interior design and layout of furnishings. Our licensed architects work with architectural designers to create innovative and creative facilities. Our experience includes municipal





and highway garages, new visitor centers for park authorities, terminal building design at airports, challenging roof projects, dormitory renovations, and endoscopy suites for healthcare. Whatever the project or client type, C&S's full-service approach allows us to integrate our architectural talents with engineering know-how to efficiently arrive at successful solutions.



*New Highway Department Facility,
Town of LaFayette*

**Mechanical/
HVAC**

C&S is experienced with ventilation, chillers, boilers, VAVs, controls, pool dehumidification, and other mechanical systems. We design mechanical systems for new buildings, renovations, and additions for all types of building structures and uses.



*Substation Replacement,
Glens Falls Hospital*

Electrical

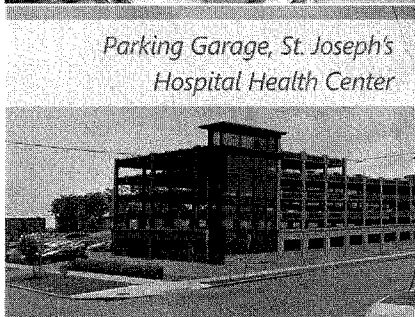
Our electrical team specializes in power distribution systems, lighting design, and generators. We also provide short circuit studies, coordination studies, arc flash studies, load flow studies, and ground grid analysis and design.



*Rainwater Harvesting System,
Carrier Dome*

Plumbing

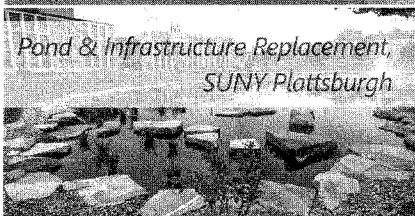
C&S addresses all facets of plumbing engineering with the ultimate goal of providing a sound solution through the most economical means. Our engineers provide both site and interior plumbing services for building types including maintenance facilities, offices, laboratories, and dormitories.



*Parking Garage, St. Joseph's
Hospital Health Center*

Structural

The structural engineering professionals at C&S work with a wide range of clients and projects, from jib crane analysis and geotechnical and foundation engineering, analysis, and design to the structural framing for complex building systems. Our team provides new building design; building investigation, restoration, and renovation for building reuse, upgrade, or expansion; structural renovation; additions to existing buildings; and condition survey reports. We use the latest software, so we are more efficient and have an increased level of quality control.



*Pond & Infrastructure Replacement,
SUNY Plattsburgh*

Civil/Site

We have extensive experience in site development, utilities, environmental and civil engineering as well as infrastructure planning and maintenance.



*Airport Data Center, Syracuse
Hancock International Airport*

**Life Safety/Fire/
Security**

C&S has staff that specialize in communications systems, intrusion detection systems, CCTV, and fire alarm systems. Our security design team has the latest in technology training and design standards to implement safe, cost-effective, maintainable solutions. We have experience in mass notification, cameras, card access systems, and wireless access systems.



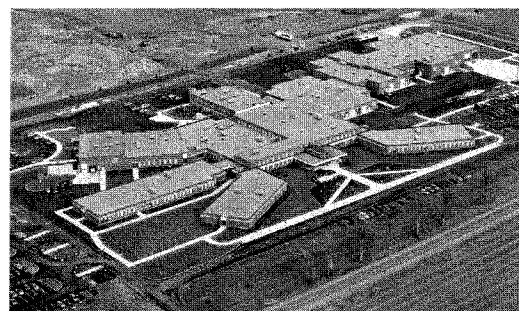
Energy

With volatile energy prices showing no sign of abating, facilities are looking for the most economical means possible to reduce their energy costs. At the same time, environmental regulations and a trend toward sustainability are pushing energy efficiency into the forefront. C&S works with clients to meet their energy and operational efficiency needs through customized turnkey partnering programs that address operating costs, sustainability, safety, and comfort.

C&S has experienced, credentialed energy business executives who can guide you through putting your customized energy program together. We also have the energy auditing, engineering, mechanical contracting, project management, technology, commissioning, funding knowledge, and energy service company relations to fully meet your energy needs from both the demand and supply side of your facilities.

C&S is an Energy Star partner and a NYSERDA FlexTech contractor, which gives us the ability to benchmark energy use against similar facilities, allow for program funding incentives, and start our clients on the road to making facilities LEED certified, an Energy Star facility, or both.

C&S's energy engineers provide analysis of facility energy usage; evaluate energy conservation measures, alternative energy options, utility rate, and service class adjustments; and design facilities using energy efficient and cost-effective technologies. Our long-standing relationship with NYSERDA has proven invaluable to our clients for energy-related projects as a funding source. We can provide feasibility studies, design, construction, and operation for combined heat and power facilities. With state-of-the-art meters and monitoring equipment, C&S provides preliminary or investment grade audits and measurement and verification for all building types and uses.



New Vocational Center LEED Program Coordination, Cayuga-Onondaga BOCES

3D Laser Scanner

C&S has extensive experience with our top-of-the-line Leica RTC360 laser scanner to aid in more precise field measurements and photographs. Existing methods of field reconnaissance are slow and often not as thorough as we would like, so we decided to invest in and leverage the most up-to-date technology.

By performing a 3D scan of a building, we can now capture all of the data and know that we are accurate to within one-sixteenth of an inch. Once a building is scanned, we can extract that data into several different formats. We can create a point cloud for our design team, which is brought into our 3D software. From there, we can model the exact geometry of any structure.

A scan can also take thousands of images, allowing us to have a web-based, 360-degree panoramic view of our structure. Within this free application, we can pull measurements and tie in asset information to specific objects.

Leica RTC360



WE CAN MAKE YOU MORE EFFICIENT

OUR 3D IMAGERY WILL SIGNIFICANTLY REDUCE TIME SPENT IN THE FIELD, CUT COSTS AND IMPROVE THE ACCURACY OF YOUR DESIGN DRAWINGS.



Scan the QR code to hear about C&S's Lidar scanning capabilities.



Sustainable Design

C&S implements sustainable designs and construction processes in a manner that can greatly improve energy efficiency and reduce the burden on the environment while improving the health, well being, and productivity of the end users. When experienced design professionals incorporate sustainable philosophies early in a project, the initial cost can be kept in balance, and substantial savings over the life of the project can be realized.



Our 550+ staff members include more than 100 licensed professionals and nearly 50 professionals certified in green building and sustainability.

Our team has been involved in the design, commissioning, construction management, and LEED certification on several sustainable projects, with four being certified as LEED Platinum.

Project	Level
Conventus Medical Office Building, Buffalo, NY	Platinum
Binghamton University Engineering and Science Building, Binghamton, NY	Platinum
Lincoln Supply Building Redevelopment, Syracuse, NY	Platinum
Syracuse Center of Excellence, Syracuse, NY	Platinum
Syracuse University College of Law Dineen Hall, Syracuse, NY	Gold
San Diego Int'l Airport Receiving and Distribution Center, San Diego, CA	Gold
Syracuse Hancock Int'l Airport Terminal Renovation and Expansion, Syracuse, NY	Gold
Onondaga Community College SRC Arena and Event Center, Syracuse, NY	Gold
St. Lawrence University Johnson Hall of Science, Canton, NY	Gold
Le Moyne College Coyne Science Center, Syracuse, NY	Gold
U.S. Fish & Wildlife Iroquois Visitor and Administration Center Basom, NY	Gold
Onondaga Community College Academic II Building, Syracuse, NY	Gold

One Canalside, Buffalo, NY	Gold
U.S. Fish & Wildlife Shirley Visitor and Administration Center, Shirley, NY	Silver
U.S. Attorney's Office, Buffalo Federal Center, Buffalo, NY	Silver
Syracuse Military Entrance Processing Station, Syracuse, NY	Silver
Cayuga-Onondaga BOCES Area Occupational Center, Auburn, NY	Silver
BlueCross BlueShield of Western NY Office Building, Buffalo, NY	Silver
Syracuse University Ernie Davis Hall, Syracuse, NY	Silver
CNY Philanthropy Center, Syracuse, NY	Silver
SUNY Cortland Student Life Center, Cortland, NY	Silver
SUNY Canton Grasse River Dormitories, Canton, NY	Silver
SUNY Canton Convocation/Athletic Recreation Center, Canton, NY	Silver
Catholic Health Administrative Building, Buffalo, NY	Silver
Warneck Pump Station, Watertown, NY	Certified

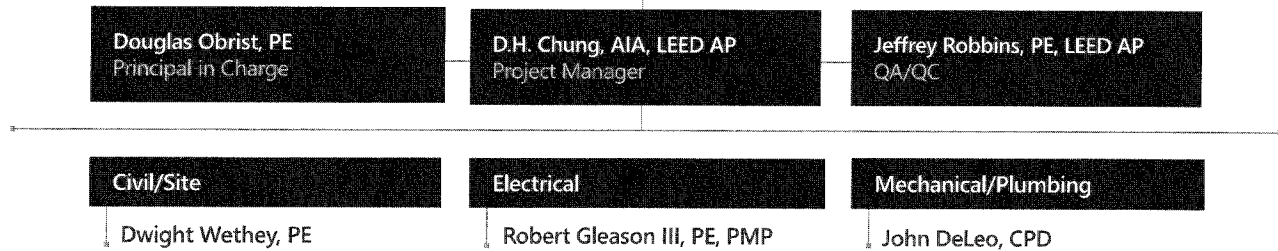


Project Team

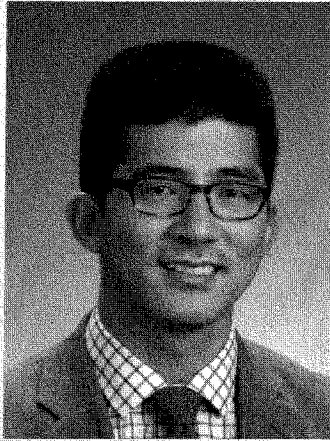
For this project, C&S has prepared a team of experienced professionals with a proven track record of successful renovation projects. Our proven dedication to the quality of architecture and engineering services, and the proactive, client-oriented approach that we employ, makes the C&S team a powerful partner. One benefit that the Albany County will realize from working with C&S is our ability to pull resources from other offices as needed to balance workload and make sure our clients are getting the attention they deserve. The combination of small firm attention provided by our Albany office and access to the technical expertise and extensive experience on similar projects provided by our Syracuse-based Public Facilities Group will ensure your complete satisfaction.

We have carefully assembled the team outlined on the organizational chart below based on individual skill sets and the specific needs of your project. The team members are supported by additional engineers and technical staff, allowing us to provide you with exceptional service while maintaining schedules, budgets, and quality of services. Detailed resumes of the project team followed by similar project examples including reference contact information can be found on the subsequent pages.

C&S Companies



Person Authorized to Bind the Proposer:
Aileen Maguire Meyer, PE, AICP, President | amaguire@cscos.com



D.H. Chung, AIA, LEED AP

Project Manager

D.H. Chung is a senior project architect in C&S's Albany office. He has more than 17 years of experience with project management, design, and construction. His responsibilities include project management, architectural design, architectural representation, and construction administration. His project experience includes the following building types: high rise residential, higher education, and commercial. He previously served as a project manager for the State University Construction Fund for seven years. He managed design projects at a number of SUNY campuses including Delhi, Cobleskill, Oneonta, and Upstate Medical University in Syracuse. Notable projects include a new Physical Sciences Building in Oneonta, New Academic Building in Upstate Medical University, and the Welcome Center in Oneonta.

Office Location
Albany, NY

Total Experience
21 years

With C&S Since
2018

Education
Masters of Architecture,
The University of Michigan,
2000

Registrations
Registered Architect — NY
LEED Accredited
Professional

Organizations
American Institute of
Architects

Experience

Term Contract, New York State Office of Parks, Recreation and Historic Preservation (NYSOPR&HP), Various Locations, 2020—Project manager for various projects stemming from C&S's ongoing term contracts with NYSOPR&HP. Performed program studies, design documents, and construction administration services. Projects include a full pool house renovation, and a program study to renovate the theater spaces in a historic building.

City Hall Renovation, City of Glens Falls, NY, 2020—Project manager for a full renovation of the historic City Hall building in downtown Glens Falls. The scope included the replacement of the roof/dormer/internal gutter system, a full exterior envelope study, and a complete replacement of the HVAC system for the building. This project also included helping the City of Glens Falls find funding through various state agencies to cover the energy modeling, electrical upgrades, and historic funding to fund the roofing work.

Times Union Center Suites Renovation, Albany, NY, 2018—Performed construction administration for the renovation of 25 suites and a bar within the Times Union Center. Worked with the client team, engineering team, and contractors to adapt to many unique circumstances due to unforeseen conditions during construction while meeting client project goals and achieving design intent. Cost: \$1.14 million.

Jay Community Center Emergency Shelter Upgrades, Au Sable Forks, NY, 2019—Project manager for a renovation of the Jay Town Hall to serve as an emergency shelter for local residents. The scope of the project includes renovation of the bathrooms, commercial kitchen, exterior ramps and stairs, and mechanical upgrades. Cost: \$400,000.





Douglas Obrist, PE

Principal in Charge

Doug Obrist is a senior principal engineer with more than 30 years of experience in electrical engineering and considerable expertise in both design and construction phase services. The major portion of his career has been devoted to the design of electrical systems for municipal, healthcare, educational, commercial, and industrial projects. He has expertise in electrical power systems, including systems analysis, power quality, load flow, short circuit, coordination, arc flash studies, and instrumentation design.

Office Location

Syracuse, NY

Total Experience

33 years

With C&S Since

2010

Education

B.S., Electrical Engineering,
Syracuse University

Registrations

Professional Engineer —
AZ, CA, MA, MI, NY, NC,
RI, TX

Organizations

Institute of Electrical and
Electronic Engineers IEEE

Power and Energy Society
PES

Training

SEL Product Training for
Symmetrical Components
and Transformer
Protection, NY, 2016

Experience

Times Union Center Electrical Service and Generator Upgrade, Albany County, Albany, NY—Project manager and electrical engineering for upgrades to the existing electrical service 34.5kV switchgear, transformers, and emergency generator and a new electrical service and 1500kW emergency generator that could provide power to the entire facility, including the fire pump. The new design included underground electrical vaults to house new 2.5 MW, 34.5 kV/480V transformers. A small addition for new electrical equipment was also designed to complement the existing building. The addition was necessary to allow needed phasing so that the interruptions to electrical service would be minimal. Space for the addition was also limited due to traffic needs for the facility and surrounding buildings. The final design met the expectations of the client by providing a functional path between the existing and new utility rooms and also provided additional parking for staff. Cost: \$2.5 million.

Generator Upgrade, Town of Orchard Park, NY—Project manager and electrical engineering for the design of new natural gas backup generator systems at the Highway Garage Main Building and the Sewer Water and Lighting Garage for the Town of Orchard Park. The Highway Garage Main Building had an existing generator that only served a portion of the garage. The new generator system was designed to accommodate the entire building load, which included the addition for office space. The Sewer Water and Lighting Garage is located on the same property, but did not have a backup generator. A new generator and associated electrical distribution was provided to accommodate the entire building load.

Generator Replacements, Hamilton County, Lake Pleasant, NY—Project manager and lead electrical engineer for the addition of new generators at three separate county-owned facilities. The first facility was the Lake Pleasant Transfer Station, where a new three-phase, 20kW generator was designed for the facility. The second location was the Indian Lake Transfer Station, where a new single-phase, 20kW generator was designed for the facility. The third location was the community building, White Birch Lane Building, where a single-phase, 20kW generator was designed for the building. Each location required redesign to allow for the new generator connections. Each generator was designed to be in a weatherproof enclosure.





Jeffrey L. Robbins, PE, LEED AP

Overall QA/QC

Jeff Robbins has 44 years of experience in consulting engineering. His responsibilities include the study, design, quality control, and project management of various electrical and multi-discipline projects. Technical expertise includes site primary electrical distribution, building power distribution, power generation, renewable energy, interior lighting, exterior lighting, energy conservation studies, and value engineering.

Office Location

Syracuse, NY

Total Experience

44 years

With C&S Since

1979

Education

A.A.S., Electrical Engineering
Technology, SUNY Canton
College of Technology

Continuing Education at
Onondaga Community
College and Syracuse
University

Registrations

Professional Engineer — NY

LEED Accredited
Professional

Organizations

The Association of Higher
Education Facilities Officers
(APFA)

Society for College and
University Planning (SCUP)

Experience

Phase 2 Site Improvements, SUNY Brockport, Brockport, NY, Ongoing (2/23 design completion)—Lead electrical engineer on overall site utility replacement and surface improvements for approximately one-half of the North Campus. Electrical work includes installation of new medium voltage ductbank, upgrading service voltage from 4.8 kV to 13.2 kV, replacement of all North Campus building transformers, and selected replacement of building switchgear. Project divided into three phases for construction. Electrical phase currently under design. Cost: \$16 million.

Site Utility Replacements and Site Improvements, SUNY Alfred, Alfred, NY, 2022—Lead electrical engineer on overall site utility replacement and surface improvement projects across the campus. Electrical work includes second 12.47 kV electrical service from utility, replacement of medium voltage ductbank system, and cable replacement. Project will be divided into multiple phases. Project currently under design. Cost for first phase: \$16 million.

Upgrade Site Utilities and Surface Improvements, Morrisville State College, Morrisville, NY, 2021—Project manager for replacement of underground utilities, including water, sewers, storm water, and high temperature hot water systems, along with complete redevelopment of landscaping across the campus. Site enhancements included new exterior staircases, ADA accessibility including new elevator with exterior entrances, regrading, sidewalks, and central feature in main academic quad. Cost: \$9 million.

Rehabilitation of Electric Feeder and Distribution Systems, Morrisville State College, Morrisville, NY, 2019—Project manager and electrical engineer for the upgrade of the campus's electrical feeder and distribution system, including upgrading the distribution system from 4.8 kV to 12.47 kV, new distribution building with 15 kV switchgear, new ductbank system (18,000 linear feet), 15 kV cable, and replacement of building transformers. New distribution system was configured in three loops to provide reliability, redundancy, and flexibility. In several buildings, secondary distribution switchgear was replaced. In the Academic Quad, communications ductbanks and fiber optics were installed. Project included short circuit, device coordination, and arc flash studies. Cost: \$12 million.





Dwight Wethey, PE

Principal Engineer

Dwight Wethey has more than 25 years of experience as a consulting engineer and has been involved in site design and utility projects from preliminary design to construction completion. He has experience in the design of proposed sites and roadways; drainage, storm and sanitary sewers; utility relocations; and the cost determinations for such projects. His experience includes pavement and subsurface investigation and underground utility designs, as well as soil erosion control and stormwater management plans. In addition to his civil engineering experience, Dwight has also worked as a construction manager on building construction projects.

Office Location
Syracuse, NY

Total Experience
27 years

With C&S Since
1997

Education
B.S., Civil Engineering,
Clarkson University, 1995
A.S., Engineering Science,
State University of New York
at Alfred, 1993

Registrations
Professional Engineer — NY

OSHA 10 Hour Training
Course Certified

New York State Dept. of
Environmental
Conservation Erosion and
Sediment Control Training —
SWT #42T-040418-2

New York State Certified
Excavator — Certification #
PO30608

Experience

Campus-Wide Utility Improvements, SUNY Alfred, Alfred, NY, 2020-2022—Lead civil utilities engineer for the campus-wide infrastructure and associated site improvements including a new potable water system, campus-wide electrical and communication ductbanks, and sanitary sewer and storm sewers. Cost: \$25 million.

Infrastructure Improvements, North Campus Phase II, SUNY Brockport, Brockport, NY, 2020-2022—Civil engineer for the design and replacement of underground infrastructure including water system, storm sewer, sanitary sewer, and electrical and communication duct banks. Estimated project cost: \$16 million.

Field Engineering Services, University of Rochester, Rochester, NY, 2018—Field engineer acting as the owner's representative for various projects on campus that included installation of 4,000 feet of 115kV RG&E underground transmission line through the U of R River Campus; phase 2 of the U of R 5kV underground electrical upgrades; and Phase 2 of the U of R's underground district hot water project at the Medical Center.

Rehabilitate Electric Feeder and Distribution System, SUNY Morrisville, Morrisville, NY, 2017—Senior project engineer for the site/civil review of the replacement of the campus's site electrical distribution system including new 12.47 KV service, new ductbank and cabling, system reconfiguration to three loops, transformer and building switchgear replacements, and a new switchgear building. Cost: \$12.2 million.

Infrastructure and Site Improvements, North Campus Phase I, SUNY Brockport, Brockport, NY, 2015—Senior project engineer in the design for the upgrades and replacement of underground infrastructure including water system, storm sewer, sanitary sewer, and electrical and communication ductbanks. Sanitary sewer improvements included both pipe replacement and rehabilitation using cured-in-place methods. Water system improvements included replacement of 4,200 feet of water mains, relocation of the RPZ (reduced pressure zone) backflow preventer and structure, and phasing to keep campus buildings online. Cost: \$11 million.





Robert M. Gleason, III, PE, PMP

Lead Electrical Engineer

Rob has more than 10 years of electrical engineering experience working for various client sectors including municipal, higher education, industrial, and healthcare. Rob has expertise in electrical power systems ranging from 345kV to building distribution levels. Additional expertise includes generator sizing and modeling, primary electrical distribution, power generation, interior/exterior lighting design, electrical system modeling, project management and scheduling, cost estimation, code interpretation, and client relationship management.

Office Location

Syracuse, NY

Total Experience

10+ years

With C&S Since

2019

Education

B.Tech, Electrical
Engineering Technology,
SUNY Canton

A.A.S., Electrical Engineering
Technology, SUNY Broome
Community College

Registrations

Professional Engineer—
NY, DC, MD

Project Management
Professional (PMP)
Credential

Training

Leadership Rochester Class
of 2021 Graduate

Organizations

Illuminating Engineering
Society (IES) Rochester Past
President

Project Management
Institute (PMI)

Awards

Rochester Engineering
Society (RES) 2020 Young
Engineer of the Year Finalist



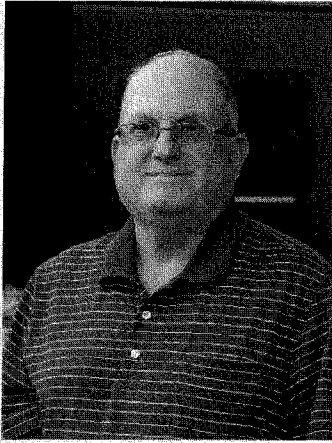
Experience

Board of Elections Building Generator Addition Study, Albany County, NY, 2022—Lead electrical engineer to assess the options for the addition of a natural gas generator to the County's Board of Elections Building. The study included coordination with County personnel for existing load data and an extensive understanding of the existing electrical distribution system at the facility. The study provided recommendation options for the generator to provide optional stand-by power to a portion of the building as well as the building as a whole.

Generator Upgrades, Town of Orchard Park, NY, 2022—Project manager and lead electrical engineer for the addition of two, 300kW, paralleled, natural gas generators to service the approximately 40,000-square-foot Community Activity Center in the Town of Orchard Park. As part of the project, a paralleling and controls scheme was implemented and paralleling switchgear sized to provide increased reliability to the facility.

Hall of Justice Generator Addition, Wayne County, Lyons, NY, 2020—Project manager and electrical engineer for the addition of a 300kW diesel generator to service the approximately 40,000-square-foot Hall of Justice building. In an effort to increase the reliability of this facility, a load analysis of the existing 2000A service was performed to identify an appropriately sized diesel genset. A new ductbank design was included to intercept the existing service at the utility transformer and serve the new automatic transfer switch (ATS) and diesel generator unit. As part of the addition, C&S was tasked with coordinating elevator controller modifications in accordance with the International Building Code (IBC).

Social Services Generator Addition, Wayne County, Lyons, NY, 2021—Project manager and electrical engineer for the addition of a 230kW diesel generator to service the approximately 40,000-square-foot Social Services Building. In an effort to increase the reliability of this facility, a load analysis of the existing 1600A service was performed to identify an appropriately sized diesel genset. In order to marry the existing switchgear arrangement with the generator addition and new automatic transfer switch (ATS), the existing distribution switchgear was isolated and a new service switchgear was installed to provide normal service to the ATS. As part of the addition, C&S was tasked with coordinating elevator controller modifications in accordance with the International Building Code (IBC).



John DeLeo, CPD

Lead Plumbing Engineer

John DeLeo is a plumbing engineer with more than 35 years of experience in the plumbing/fire protection engineering field. He is responsible for the firm's plumbing design, which includes new design and review of current projects; specifications; and cost estimating for industrial, commercial, and educational building projects including office buildings, high-rise structures, schools, airport terminals, maintenance buildings, prisons, hospitals, and laboratories. He has a current certification in plumbing design from the American Society of Plumbing Engineers.

Office Location

Syracuse, NY

Total Experience

37 years

With C&S Since

1983

Education

A.A.S.,
Architectural Technology,
Onondaga Community
College, 1973

Registrations

American Society of
Plumbing Engineers, 1979

CIPE Certified in Plumbing
Engineering, 1990

CPD Certified Plumbing
Design, 2000

Organizations

American Society of
Plumbing Engineers

Experience

Plumbing Design, Cayuga County Mental Health Facility, Cayuga County, Auburn, NY—Plumbing design for the consolidation of three outpatient elements of the mental health services provided by Cayuga County to one location. The project revolved around the renovations of an existing, 16,350-square-foot, single-story building originally built in 1972 with a 2,700-square-foot basement and the construction of a 9,800-square-foot addition. Project included the design of natural gas piping to serve a 60 KW emergency generator.

Plumbing Design, Fairview Recovery Services, New Women's Residence, Binghamton, NY—Plumbing engineer for a new 10,000-square-foot, two-story women's residence at an existing addiction treatment center facility campus with a 36,500 btuh natural gas generator.

Plumbing Renovation, Restart Outpatient Clinic, Catholic Family Center, Rochester, NY—Plumbing engineer for the renovation of a vacant seven-story, 32,000-square-foot office building in downtown Rochester to create an outpatient alcohol/substance abuse clinic. Project included the design of natural gas piping to serve a 1.1 million btuh emergency generator.

Warneck Pump Station, Development Authority of the North County, Watertown, NY—Conceptual design through construction documents for a new addition and renovation of an existing wastewater pump station located in Northern New York. Tasks included developing plumbing plans, specifications, cost estimating, construction review, and employing sustainable design techniques, including a rainwater harvesting system, in the development of a LEED certified facility.

Plumbing Design, Delaware County Behavioral Health Facility, Walton, NY—Plumbing engineer for design of a new 25,000-square-foot building that will consolidate the County's three behavioral health programs: Adult Mental Health Clinic, the Family and Children's Mental Health Unit, and the Alcohol and Drug Abuse Services.

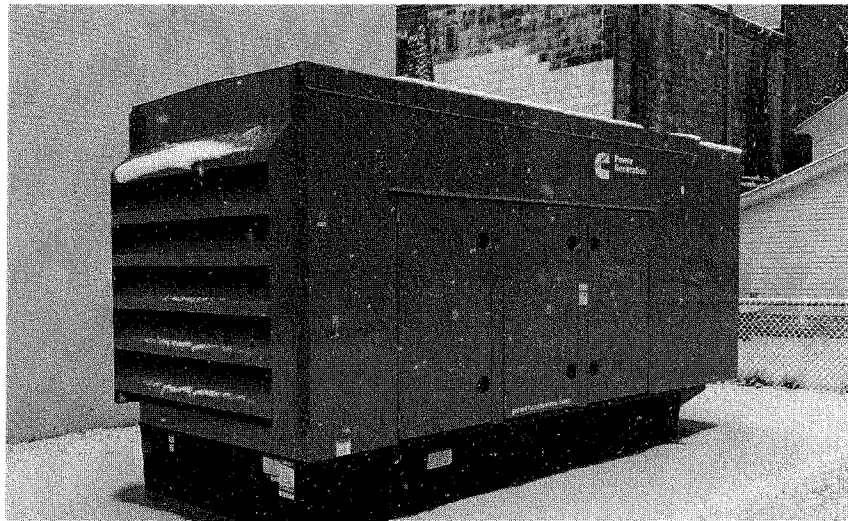
Building Condition Survey, Mohawk Glen Center for Community Health, Rome, NY—Plumbing engineer for the evaluation of an existing 44,300-square-foot outpatient medical facility at the request of Rome Memorial Hospital. Our survey provided a condition assessment of the building systems and recommendations for repair of deficiencies.





Generator Additions AE Services Term Agreement

Wayne County | Lyons, New York



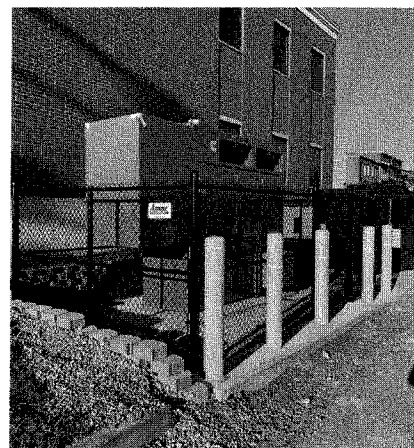
Wayne County, through its Department of Public Works, selected the C&S Companies for a multi-year architectural and engineering term agreement. C&S has completed multiple projects under this term contract, relying on local staff to provide services.

Hall of Justice Generator Addition (2020)—Provided engineering and design services for the addition of a 300kW diesel generator to service the approximately 40,000-square-foot Hall of Justice (HOJ) building located in downtown Lyons, NY. In an effort to improve the reliability of the HOJ facility, a load analysis of the existing facility was performed to identify an appropriately sized generator to service the building. A new duct-bank was designed to intercept the existing service at the utility transformer and

serve the new Automatic Transfer Switch (ATS) and genset unit being installed as part of the project. As part of the addition, C&S was responsible for coordinating and implementing elevator control modifications in accordance with the International Building Code (IBC).

Social Services Generator Addition (2021)—Provided engineering and design services for the addition of a 230kW diesel generator to provide back-up power to the Social Services building located in downtown Lyons, NY. After evaluating the existing switchgear serving the facility, it was determined the most cost-effective and efficient solution was to provide new switchgear cubicles to implement the ATS and generator into the existing electrical distribution system. C&S

was responsible for coordinating the construction phasing plan with the owner, contractor, and utility provider to ensure the outage for construction was limited to a single weekend.



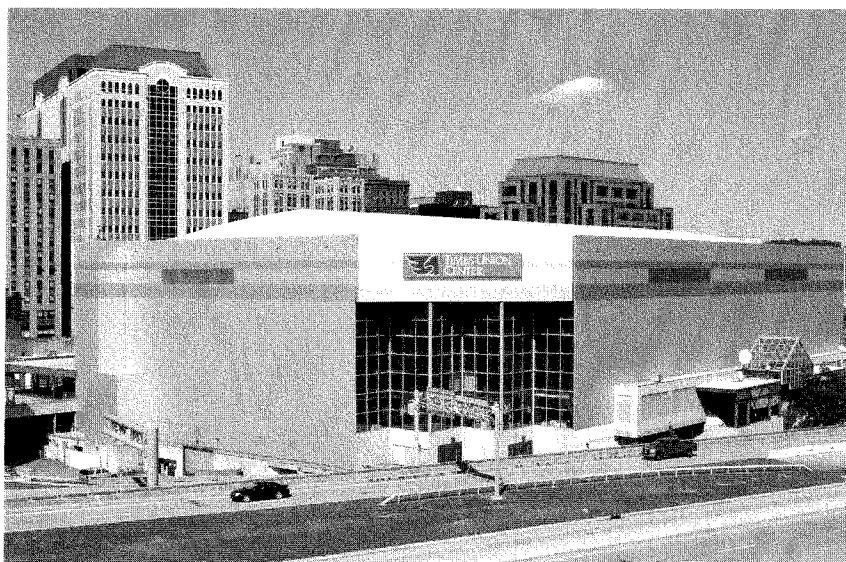
Contact:

Scott Kolczynski
Deputy Superintendent
7227 Rt 31
Lyons, NY 14489
(315) 946-5830
SKolczynski2@co.wayne.ny.us



Times Union Center—Electrical Service and Generator Upgrade

Albany County | Albany, New York

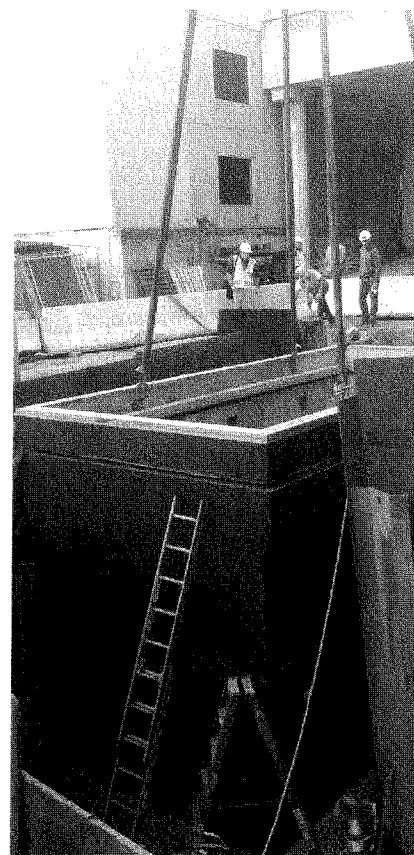


The Times Union Center is a facility in downtown Albany that is a main entertainment venue for multiple events including concerts, sporting events and shows. The existing electrical service 34.5kV switchgear, transformers and emergency generator had reached the end of their useful life. As part of the project, a study was conducted to determine the best option to provide a new electrical service and provide an emergency generator that could provide power to the entire facility.

There was limited space available within the building for the new equipment which required the C&S team of engineers (electrical, structural, civil, life safety & mechanical) and architects to provide solutions that accommodated the space available, provide phasing to

minimize interruptions to the facility and be within the budget that was established for the project.

The new design included underground electrical vaults to house new transformers. A small addition for new electrical equipment was also designed to complement the existing building. The addition was necessary to allow needed phasing so that the interruptions to electrical service would be minimal. Space for the addition was also limited due to traffic needs for the facility and surrounding buildings. The final design met the expectations of the client by providing a functional path between the existing and new utility rooms and also provided additional parking for staff.



Contact:

Michael Martin, PE.
Deputy Commissioner
112 State Street
Albany, NY 12207
(518) 447-7032
mmartin@albanycounty.com

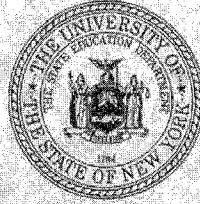


**THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT**

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

**C & S ENGINEERS INC
499 COL EILEEN COLLINS BLVD
SYRACUSE, NY 13212-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 01/01/2021 TO 12/31/2023.



Betty Rosa
BETTY ROSA
INTERIM COMMISSIONER OF EDUCATION

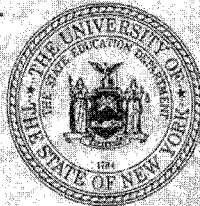
CERTIFICATE NUMBER
0018122

**THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT**

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

**C & S ARCHITECTS ENGINEERS & LANDSCAPE ARCHITECT
PLLC
499 COL EILEEN COLLINS BLVD
LEGAL DEPARTMENT
SYRACUSE, NY 13212-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 03/01/2023 TO 02/28/2026.



Betty Rosa
BETTY ROSA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0020240



Section 3

Plan Implementation

Based on our initial understanding of the assessment, our project approach and implementation consists of the following:

C&S will commence this important project with a kick-off meeting with Albany County Facilities Engineering Division (ACFE) and key members of the C&S team at the Board of Elections facility in order to perform field investigations and understand further the layout of the building and its associated systems. This meeting will provide a forum to mutually identify project objectives and initiate a process of open communication and joint decision-making leading to overall project success. While performing site reconnaissance, the project team will take the opportunity to take laser measurements and utilize a 360 camera to ensure existing conditions are captured accurately and extensively.

Moving into the design phase, C&S will engage the utility provider as early as possible to ensure a full understanding of the existing natural gas service and to confirm if capacity is sufficient in order to service the new natural gas generator. At this time, an electric work order will be processed as well to coordinate work with National Grid for a shutdown during installation of the new service entrance rated switchboard and stand-by generator.

C&S will work closely with ACFE personnel to verify all requirements of the new switchboard and generator being installed as part of this project. While working with associated vendors, C&S will ensure equipment costs, lead times, and requirements are communicated and confirmed prior to implementing into the project. Detailed drawings and specifications will be developed in order to clearly depict the scope of work associated with the project, with multiple review meetings to confirm all requirements associated with the project.

It is understood that C&S will assist ACFE personnel during the bid stage of the project. This assistance will include attendance at a pre-bid walk-through, responses to contractor questions, and review/recommendation of the bid award.

Upon successful completion of the bid phase and award, C&S will support ACFE through the construction and guarantee stage of the project in order to confirm successful completion of the project. C&S will be responsible for submittal review of all equipment, as well as review and response to RFI questions received from the awarded contractor. Written responses will be provided as needed to confirm the installation of a complete and functional system. In addition to the aforementioned tasks, C&S has included time for two site observation meetings as well as a final punchlist to ensure all project requirements have been met.

During the bid phase and contract award phase of the project, C&S's tasks will include the following:

- ◆ Conducting a pre-bid meeting and distributing meeting minutes to attendees
- ◆ Formally responding to contractors' questions during bidding
- ◆ Preparation of an addenda as required throughout bid process
- ◆ Reviewing substitutions
- ◆ Assisting in the receipt of bids
- ◆ Bid tabulation
- ◆ Review of bid packages
- ◆ Written evaluation



Schedule and Budget Control

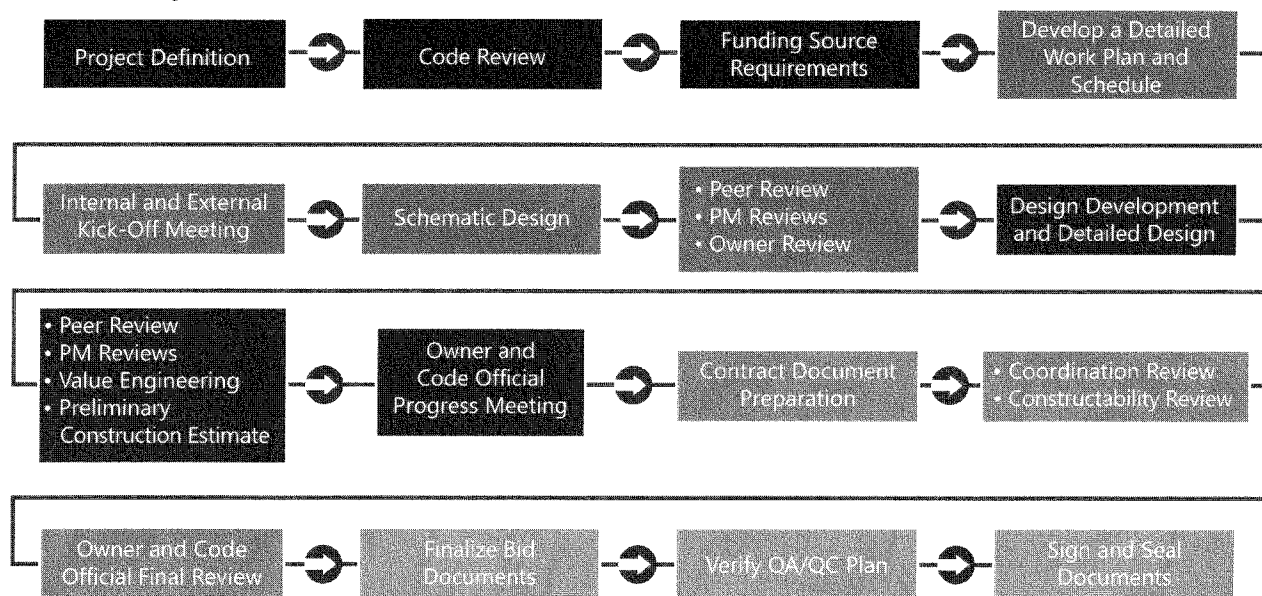
Schedule and budget control are two of the most important aspects of project management. Beginning with the project kickoff meeting, the team must develop a clear understanding of the owner’s goals and objectives. All stakeholders must also arrive at a consensus on goals for schedule and budget.

The project manager is charged with monitoring schedule and budget regularly and keeping stakeholders apprised of progress. Issues affecting schedule or budget must be addressed promptly and thoroughly with the owner, design team, or contractors. Our project managers are given a variety of tools to accomplish these goals, like specialized project scheduling software or web-based collaborative construction management software, along with the training and support needed to fully leverage these technologies.

Quality Assurance/Quality Control

C&S has developed and refined a standardized approach to quality assurance and control. This standard repeatable process is adjusted to the size and complexity of the project. Our approach is illustrated by the flow chart below that identifies the sequence and principal components of the plan.

Quality Control Plan Ensuring quality, professional services, and exceeding expectations.





Assumptions and Exclusions

- ◆ Existing CAD files or PDFs detailing the current conditions of the facility will be provided by Albany County in AutoCAD or Microstation format.
- ◆ Remote alarm points are excluded from the design. Local alarm points will be included with a local annunciator.
- ◆ C&S will not perform an above ground and/or utility location survey for this project. The design team will use on-site investigation during the kick-off to examine existing conditions pertaining to the site. Any additional survey data required to complete the design will be conducted and paid for by the Owner.
- ◆ Civil drawings to include: site demolition plan, site layout plan, and details sheet.
- ◆ No SWPPP/erosion and sediment control and/or site grading will be prepared by C&S for this project. SWPPP will not be required.
- ◆ C&S civil team will not prepare any pedestrian exterior wayfinding plans.
- ◆ Site lighting design and photometric calculations are excluded from fee.
- ◆ No parking study work is included in fee.
- ◆ The cost of any permits required by associated municipalities and/or agencies will be paid for by Owner.
- ◆ No hazardous materials removal or testing will be required for the project.
- ◆ No utility work except for electrical improvements will be required for this project.
- ◆ Technical specifications will be provided on the project drawings, except for one pertaining to the generator, switchboard(s), and transfer switch. A complete set of technical specification documents will not be required. Albany County will be responsible for any front-end specifications procuring construction services.
- ◆ System modeling and arc flash analysis is excluded.
- ◆ Cost estimates, bid support, permitting, and fees are excluded.
- ◆ Facility shutdown and coordination services are excluded. Drawings will state off-hours shutdown for installation.
- ◆ Additional drawing packages, coordination, and meetings associated with obtaining local planning board approval(s) are not included in fee.



Section 4

Cost Proposal

C&S's cost proposal and hourly rates can be found on the following pages.

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: **ENGINEERING DESIGN SERVICES
FULL FACILITY STANDBY GENERATOR AND SWITCHBOARD DESIGN**
Located at **250 -260 South Pearl Street**

RFP Number: 2023-009-R

All reimbursable expenses must be included for each Phase and total cost submitted.

a. Design Phase	\$ <u>32,514.00</u>
b. Bid Phase	\$ <u>7,202.00</u>
c. Construction Phase	\$ <u>8,754.00</u>

TOTAL LUMP SUM FOR PROJECT (Summation of Phases A – C)

\$ 48,470.00



C&S Engineers, Inc.
Hourly Billing Rates – Facilities Groups (NY & FL)
(Published Rates Valid Through 12/31/2023)

Title	Rate/hr.
Service Group Manager	\$250
Department Manager	\$235
Senior Principal Engineer/Architect	\$230
Principal Engineer/Architect	\$220
Chief Engineer/Architect	\$202
Managing Engineer/Architect	\$202
Senior Project Engineer/Architect	\$186
Project Engineer/Architect	\$164
Senior Project Designer	\$150
Senior Designer	\$140
Engineer/Architect	\$141
Staff Engineer/Architect	\$120
Designer/Design Technician	\$115
Technical Administrator	\$93
BIM Services Manager	\$175
Visualization Designer	\$140

External Expenses: Billed at cost.

Services by Others: Subcontractors will be invoiced at cost plus 5% to cover administrative expenses.

Albany County Request for Contract Approval

Contract #	2023-1089
Contract Type	B) CAB Contract
Contract Action	B) Amendment
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Monday, June 05, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Complete Perfection Construction, LLC (dba) Perfection Roofing 705 S. Pearl St., Albany, NY 12202
Estimated Amount	\$45,895.00
Estimated Term	10/1/2022 to 9/30/2023
Scope of Services	Replace existing corrugated roofing system of the Waldman Lodge with new corrugated roofing system.
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

June 5, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 9th 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 an amendment to contract 2022-678 with Complete Perfection Construction, LLC (dba) Perfection Roofing for installing a new corrugated roofing system on the Waldman Lodge. The amendment is for increased labor and material costs associated with the discovery of additional roofing layers that needed removing before the new roof could be installed and ensure the warrantee remained valid. The additional cost equals \$11,920 for an amended total of \$45,895.00

The contract terms remain the same, October 1, 2022 through September 30, 2023.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas

Enclosure(s)



INVOICE

Date May 25th, 2023

Invoice# PR02012023

Customer Contact Albany County
Albany County Office Building
112 State Street
Albany, NY 12207

Date of Service May-23

Project Description Waldman Lodge, Lawson Lake County Park, 293 Lawson Lake Road, Fuera Bush, NY 12067

Date of Service	Description	QTY	Per Service Charge	Total
	Remove old corrugated metal roof			\$ 33,975.00
	Install new corrugated metal roof			
	Drip Edge - 3"			
	Corrugated Metal Panels			
	Ridge Cap			
	Flash around the chimney			
	Underlayment			
	Screws			
	All materials and labor			
			SUBTOTAL	\$ 33,975.00
			TOTAL DUE	\$ 33,975.00

Credit Card payments are gladly accepted with an additional 3% convenience fee assessed. Make all checks payable to Complete Perfection Construction, LLC and send to **705 S. Pearl Street, Albany, NY 12202**. Include invoice number on check if listed.

If you have any questions concerning this invoice, please contact our office, 518.599.0142, info@perfectionroofingny.com

THANK YOU FOR YOUR BUSINESS!



PAULO MARTINS /TOM GENOVESI
 705 S. Pearl St., Albany NY 12202
 p. 518.599-0142 f. 518.977.4036
 info@perfectionroofingny.com
 www.perfectionroofingny.com

CHANGE OF WORK ORDER

Name: County of Albany Waldman Lodge Roof Date: 5/25/2023
 Address: 293 Lawson Lake Road Phone: 518-768-2560
 City: Fuera Bush State: NY Zip: 12067
 Email: Scott.Allardice@albanycountyny.gov

DESCRIPTION OF ADDITIONAL WORK APPROVED	
JOB DESCRIPTION:	Roof Replacement - Original Quote: \$33975.00
Removal of Extra Layers:	\$11,240.00
Wood Fascia Framing (Right rear of roof):	\$680.00
Additional Cost associated to this change of work order:	\$ 11920.00
0% Down with balance \$ _____ due upon completion.	
All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to the specifications submitted, per standard practices. All agreements contingent upon strikes, accidents, or delays beyond our control. Our workers are fully covered by worker's compensation insurance.	
Acceptance of Proposal: The above process, specifications and conditions, are satisfactory and are hereby accepted. You are authorized to perform work as specified. Payment will be made as outlined above. By signing below the parties hereto have created an enforceable contract. See Credit Policy Agreement for additional terms.	
Customer Signature: _____	Date: _____
Thomas Genovesi or Paulo Martins: 	Date: <u>5.25.23</u>



Date: May 25th, 2023

Albany County
Albany County Office Building
112 State Street
Albany, NY 12207-2021

In May 2023, Complete Perfection Construction LLC (Perfection Roofing) replaced the roof at the Waldman Lodge, Lawson Lake County Park, 293 Lawson Lake Road, Fuera Bush, NY 12067.

Per the signed agreement between Albany County and Complete Perfection Construction LLC (Perfection Roofing) this letter will serve as the 1 (one) year warranty from Perfection Roofing on the associated labor and materials for this installation.

Paulo Martins

Owner

A handwritten signature in black ink, appearing to be "PM" with a large, stylized flourish extending to the right.

518-599-0142



info@perfectionroofingny.com



WWW.PerfectionRoofingny.com



705 S. Pearl Street Albany, NY 12202





AMERICAN
BUILDING
COMPONENTS

PREMIUM - PRECOATED SIGNATURE® 200 PANEL LIMITED WARRANTY

ABC*, a division of NCI Group, Inc. (hereinafter referred to as "Manufacturer") warrants the panels, effective from the date of shipment, will perform in accordance to the following Signature® 200 Warranty:

PERFORMANCE SUMMARY

- A. FILM INTEGRITY:** The paint film WILL NOT crack, check, or peel for a period of forty (40) years for Wall and Roof panels, except Radiant Red and Crimson Red, in which case thirty (30) years, and Polar White, Regal White or Vintage White, in which case twenty-five (25) years. Cracking is defined as breaks in the flat coating as opposed to breaks in the film caused by metal forming, which is not warranted hereunder.
- B. CHALK AND FADE:** The paint film WILL NOT:
- (1) For a period of thirty (30) years, chalk in excess of a numerical rating of 8 for vertical panel applications or 6 for non-vertical panel applications, when measured in accordance with the standard procedures as defined by the "Standard Methods of Evaluating Degree of Chalking of Exterior Paints", ASTM D4214, except; Radiant Red and Crimson Red, in which case for a period of twenty-five (25) years a numerical rating of 7 for vertical panel applications or 5 for non-vertical panel applications and Polar White, Regal White or Vintage White, in which case this warranty for chalk does not apply, or
- (2) For a period of thirty (30) years, fade or change in color in excess of 5 color difference units for vertical panel applications or 7 color difference units for non-vertical panel applications, measured in accordance with ASTM D2244 on the exposed painted surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original (unexposed) painted surfaces, except; Radiant Red, in which case for a period of twenty-five (25) years, fade or change in color in excess of 7 color difference units for vertical panel applications or 15 color difference units for non-vertical panel applications and Crimson Red, in which case for a period of twenty-five (25) years, fade or change in color in excess of 7 color difference units for vertical panel applications or 10 color difference units for non-vertical panel applications. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

TERMS AND CONDITIONS

1. This warranty covers the material exposed to normal atmospheric conditions (which term excludes exposure to saltwater/marine atmospheres or corrosive or aggressive atmospheres such as, but not limited to, those contaminated with chemical fumes) in the continental United States, Alaska or Canada, unless Manufacturer agrees otherwise in writing. This warranty shall not apply where material failure is the result of fire, other accident or casualty, vandalism, salt spray, atomic radiation, harmful fumes or foreign substances in the atmosphere, acts of God, or other such occurrences beyond Manufacturer's control.
2. This warranty will not extend to or cover damages to the material due to improper packaging, shipping or processing as specified in the National Coil Coaters Association Technical Bulletin No. IV- (7), improper handling (whether pre-erection or during erection), improper storage, improper erection, or improper installation (which includes failure to permit drainage of standing water.)
3. Microscopic crazing of the film on formed radii is considered normal and is not to be construed as film cracking.
4. This warranty does not apply in the event of deterioration to the panels caused directly or indirectly by panel contact with inferior fasteners. Selection of suitable long-lasting fasteners to be used with Manufacturer's extended life panels rests solely with the Purchaser.
5. The improper use of Manufacturer's seaming equipment or use of seaming equipment obtained from a party other than the Manufacturer may result in this and all warranties being void.
6. This warranty will not extend to or cover:
 - a) Damage to the coating occasioned by moisture or other contamination detrimental to the coating because of improper storage of the coated Metal prior to installation.
 - b) Water damage to any materials after they leave the possession of the Manufacturer.
 - c) Damage to the pre-painted metal caused by shipping, handling, and/or installation, storing, erecting and/or handling of the panels on the job site and/or any act or acts of negligence of the customer or any third party after the panels leave the possession of the Manufacturer.
 - d) Damage to the coated Metal as a result of standing water in non-vertical application.
 - e) Damage to the pre-painted metal caused by cascading water.
 - f) Damage to the coated Metal caused by contact with, or water run-off from, lead, copper, graphite or other dissimilar material. This includes, but is not limited to, A/C condensation and treated wood.
 - g) Damage to the coated Metal caused by contact with corrosive substances, or allowing panel cut edges to be in continual contact with water, damp insulation, soil or vegetation, i.e., setting wall panels directly on the concrete sheeting notch or base trim.
 - h. Damage caused by spray foam insulation.
 - i) This warranty does not apply to products, materials, accessories, parts, or attachments which are not produced by the Manufacturer. In addition, all items not specifically listed as included are hereby excluded from this warranty.
7. Customer shall exercise diligence in inspection of materials as received from Manufacturer prior to use so as to mitigate expense involved to Manufacturer under this warranty.
8. This warranty does not apply to the interior or reverse side finish, nor does it extend to pre-painted materials used in interior (not atmospherically exposed) applications.
9. This warranty does not apply to perforated material.
10. This warranty applies only to the paint film on the material and does not cover in any way any other aspect of the material.
11. If the panel finish fails to perform as indicated under the terms of Performance outlined above, Manufacturer shall have no liability with respect thereto except, at its sole option to repaint, replace, or restore the failed material, which shall be the purchaser's sole and exclusive remedy. When Manufacturer chooses to replace the defective coated Metal, its sole obligation is for the replacement of the material only. Manufacturer shall not be liable for any expenses connected with labor for the replacement of the defective material or any consequential damages. Repainting shall not necessarily be with Signature® 200. In no event, however, shall Manufacturer's responsibility extend to any consequential damages, or for any special, indirect, or consequential loss of profits or any other incidental, general, special, or compensatory damages to anyone because such panels may have been nonconforming. In all cases Manufacturer reserves the right to approve and negotiate the contract for such repainting or restoring. The warranty on any repainted, replaced or restored coated material supplied hereunder shall be for the unexpired portion of the warranty period applicable to the original coated material.

PREMIUM - PRECOATED SIGNATURE® 200 PANEL

LIMITED WARRANTY

12. Claims must be reported in writing to Manufacturer within thirty (30) days after discovery of nonconformance. Adequate identification of the material involved in the claim, including date of installation, Manufacturer order number, Manufacturer invoice number, and date of shipment must be established by Buyer. A copy of this document must be presented to Manufacturer at time of claim. All notices given under or pursuant to this Agreement shall be in writing and sent by registered mail, postage prepaid, return receipt requested to:

Attn: Claims Dept.
PO BOX 692055
Houston, TX 77269-2055

13. No terms or conditions other than those stated herein and no agreement or understanding, oral or written in any way purporting to modify this warranty shall be binding on Manufacturer unless made in writing and signed by the President of Manufacturer.

14. This warranty shall not become effective and Manufacturer shall not have any obligation under any warranty until all invoices issued by Manufacturer, Manufacturer's customer, and the Roofing Contractor have been paid in full, in accordance with their terms, without offset, deduction or credit and all installation deficiencies listed in any Manufacturer inspection report have been corrected and all Manufacturer procedures have been followed.

15. This warranty shall extend to the original Building Owner and is non-assignable and/or non-transferable. Should the Owner become insolvent, bankrupt, make an assignment for the benefit of its creditors, or for any reason discontinue its normal or regular business practices, this warranty shall forthwith become null and void and of no legal effect.

16. Any party seeking to enforce claims under this Warranty hereby acknowledges and agrees that (i) all matters relating to the validity, performance, interpretation, and/or enforcement of this Warranty shall be governed by and construed in accordance with the laws of the State of Texas, (ii) any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof must be submitted to a court of competent jurisdiction in Houston, Harris County, Texas, (iii) this Warranty is capable of being performed in Harris County, Texas, (iv) it irrevocably submits itself to the jurisdiction of the state and federal courts in Harris County, Texas, (v) service of process may be made upon it in any legal proceeding in connection with this Warranty or any other agreement as provided by Texas law, (vi) it irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any litigation arising out of or in connection with this Warranty or any other agreement or transaction brought in any such court, (vii) it irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum, and (viii) it irrevocably consents to the service of process out of any of the aforementioned courts by the mailing of copies thereof by Certified Mail, Return Receipt Requested, postage prepaid, and its address set forth herein. The scope of each of the foregoing waivers is intended to be all encompassing. Each party acknowledges that this waiver is a material inducement to the agreement of each party hereto to enter into a business relationship, and that each has already relied on this waiver in entering into this Warranty. Each party warrants and represents that it has reviewed these waivers with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.

17. FORCE MAJEURE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE IN ANY WAY TO THE BUILDING OWNER OR ANY OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS INCLUDING, WITHOUT LIMITATION: FIRE; LIGHTNING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR OR EMPLOYMENT DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

18. Notwithstanding the foregoing, the warranty coverage provided above by Manufacturer shall be expressly limited to and shall include only such warranty coverage on coatings applied to Manufacturer's panel materials by the original supplier(s) thereof. Any and all such warranty coverage available from Manufacturer shall apply only to the same extent that such warranty coverage is available from the original supplier thereof. To the extent that warranty coverage from such supplier(s) is unavailable for any reason whatsoever, Manufacturer shall not have any further liability to purchaser or any other party.

DISCLAIMER-EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSORIES, PARTS OR ATTACHMENTS THAT ARE NOT PRODUCED BY MANUFACTURER. EXCEPT AS OTHERWISE EXPRESSLY STATED, THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND AND ANY WARRANTY, EXPRESS OR IMPLIED, IS HEREBY EXCLUDED AND DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT MANUFACTURER'S LIABILITY AND PURCHASER'S SOLE REMEDY, WHETHER IN CONTRACT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE COST OF THE MATERIALS, EXPRESSLY EXCLUDING LABOR COSTS AND EXPENSES, COSTS OF RENTING REPLACEMENTS AND ANY OTHER ADDITIONAL EXPENSES. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COSTS OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MANUFACTURER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF PURCHASER'S (OR ANY OTHER PARTY'S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES WHATSOEVER AS A RESULT OF ANY OTHER PARTY'S MATERIALS OR PRODUCTS WHICH CAUSE OR ALLEGEDLY CAUSE, IN WHOLE OR IN PART, DAMAGE, LOSS OR DETERIORATION TO THE MANUFACTURER'S WALL AND/OR ROOF PANELS.

Signature® is a registered trademark of NCI Group, Inc. This warranty applies to the following Signature 200 colors only: Ash Gray, Buckskin, Burgundy, Burnished Slate, Charcoal Gray, Clay and Vintage White, True Black, Cobalt Blue, Crimson Red, Desert Sand, Evergreen, Fern Green, Gray, Hawaiian Blue, Ivy Green, Koko Brown, Light Stone, Polar White, Radiant Red, Regal White, Rustic Red, Saddle Tan, Salar White. Please contact your sales representative for any other non-standard or custom color.

Buyer/Supplier	Name: <u>Beacon Building Products</u>	Address: <u>24 Railroad Avenue</u>	
	City: <u>Albany</u> State: <u>NY</u>	Zip: <u>12205</u>	ABC ORDER # (REQUIRED): <u>05823205</u>
			Date: <u>04/21/2023</u>
Installer	Name: <u>Complete Perfection Construction LLC</u>	Address: <u>705 South Pearl Street</u>	
	City: <u>Albany</u> State: <u>NY</u>	Zip: <u>12202</u>	
Purchase/Owner	Name: <u>County of Albany/Lawson Lake County Par</u>	Address: <u>293 Lawson Lake Road</u>	
	City: <u>Fuera Bush</u> State: <u>NY</u>	Zip: <u>12067</u>	

Imperial Rib® panels are formed from high tensile strength, 29-gauge steel, which is protected with a Galvalume® coating. Our state of the art Millennium 3000® paint system is then applied, providing years of warranted protection for our color coated panels. Refer to ABC's published color chart to select any of our many contemporary colors. Imperial Rib® is manufactured for your application and is available in cut-to-the-inch lengths.

Product Specifications

Applications: Roof and Wall

Coverage Widths: 36"

Rib Spacing: 9" on center

Rib Height: 3/4"

Minimum Slope: 3:12

Panel Attachment: Exposed Fastening System

Gauges: 29 (standard); 26 (optional)

Finishes: Smooth (standard); Embossed (optional)

Coatings: Galvalume Plus®, Signature® 200

Features and Benefits

UL 580 rating is available, as well as UL 790, Class A for external fire, roof assembly for UL 263 for internal fire and the UL 2218 Class 4 impact rating.

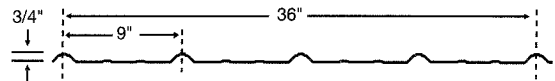
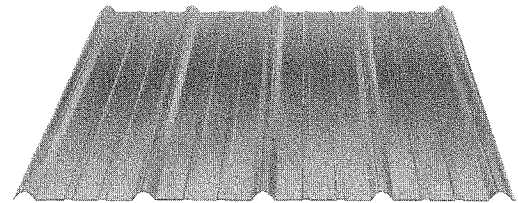
Imperial Rib® carries Florida approval.

Condensation Control with Drip Stop

When the temperature and humidity conditions reach the dew point, moisture can condense on the underside of metal roofing. This condensation has the potential to cause water damage and other problems inside your building when left exposed from the underside of the panel.

Drip Stop Solutions

Drip Stop technology is a unique solution for protecting your assets through condensation control while maintaining the aesthetics and structural elements that ABC's roof and wall systems proudly offer.



For a complete line of trim and accessories, please refer to our Trim and Accessories catalog.

abcmetalroofing.com | shop.abcmetalroofing.com

Adel, GA
800.877.8709

Lubbock, TX
800.481.3035

Memphis, TN
800.877.8709

Frankfort, KY
800.877.8709

Oklahoma City, OK
800.345.0044

Mt. Pleasant, IA
800.345.0044

Phoenix, AZ
800.481.3035

Salt Lake City, UT
800.481.3035

Imperial Rib®

CATEGORY	CHARACTERISTIC	TEST METHOD	PURPOSE	RESULT
ENVIRONMENTAL	Impact Resistance	UL 2219	Determines Impact Resistance of prepared Roof Covering Materials	Class 4 Rating
	Room Fire Performance	UL 790	Standard for Standard Test Methods for Fire Tests of Roof Coverings	See Class A Fire Rating Data Sheet
FIRE RESISTANCE	Room Fire Performance	UL 263	Standard for Fire Tests of Building Construction and Materials	For use in Design Nos. P225, P227, P230, P237, P265, P268, P508, P510, P512, P701, P711, P720, P722, P726, P731, P734, P801, P815, P819.
	Uplift Resistance	AISI S100	Provides a standard procedure to evaluate or confirm structural performance under uniform static air pressure difference	See Section Properties and Allowable Load Table Section
STRUCTURAL	Gravity Loads	AISI S100	North American Specification for the Design of Cold-Formed Steel Structural Members	See Section Properties and Allowable Load Table Section
	Roof Performance - Underwriters Laboratories	UL 580	Determines the uplift resistance of roof assemblies consisting of the roof and roof coverings materials	Class 90 Rating - Construction Number 560
ROOF LISTINGS	Roof Performance - Florida Approval	UL 580 UL 1897 UL 790	Florida product approval is the approval of products and systems, which comprise the building envelope and structural frame, for compliance with the structural requirements of the Florida Building Code.	See FL# 13672

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND COMPLETE PERFECTION CONSTRUCTION, LLC
D/B/A PERFECTION ROOFING
FOR WALDMAN LODGE ROOF REPLACEMENT

CONTRACT NO. 2022-678

THIS AGREEMENT is made by and between Albany County, 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 12207-2021 (hereinafter, the "County") and Complete Perfection Construction, LLC, a registered New York limited liability company doing business as "Perfection Roofing," with its principal place of business located at 705 South Pearl Street, Albany, New York 12202 (hereinafter, the "Contractor;" and with the County, may be referred to herein individually as a "[p]arty," or together as the "[p]arties").

WITNESSETH:

WHEREAS, the County requires the replacement of the roof at Waldman Lodge;
and

WHEREAS, the Albany County Department of General Services (hereinafter, the "DGS") solicited quotes for the aforesaid roof replacement; and

WHEREAS, the Contractor submitted a quote dated December 7, 2022 to provide the aforesaid roof replacement (hereinafter, the "Quote"); and

WHEREAS, the County has accepted the Quote of the Contractor to provide the aforesaid roof replacement as the lowest responsible contractor; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

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; and the Quote, which is incorporated by reference and made a part hereof (together, may be referred to herein as "the Agreement").

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, 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 Quote.

ARTICLE 2: SCOPE OF WORK/SERVICES

2.1 The Contractor shall provide the roof replacement described in the Quote, as requested by DGS and/or the County (hereinafter, the “work/services”). In addition, the Contractor shall provide any and all equipment, supplies, labor, materials and incidentals necessary to perform the work/services.

2.2 While providing the work/services described in Paragraph 2.1, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, any Governor executive orders and Empire State Development Corporation’s guidelines and requirements; and the federal government, and the Contractor shall be subject to the provisions of any County Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.3 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work/services, as determined by the County, and shall warrant and provide all of the warranties, including, but not limited to, manufacturer standard warranties, as described in the Quote. **The warranty periods begin to run from the date of completion, as determined by the County.**

2.4 The Contractor shall provide all services in a professional and workmanlike manner.

ARTICLE 3. COMPENSATION

In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed THIRTY THREE THOUSAND, NINE HUNDRED SEVENTY FIVE AND 00/100 DOLLARS (\$33,975.00), for all work, goods and services rendered under this Agreement.

ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County upon the Contractor’s submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the DGS, and after review and approval by the County of the claim form.

ARTICLE 5. TERM OF THE AGREEMENT

The term of the Agreement shall commence on October 1, 2022 and continue in effect through completion of the work as determined by the County. The parties anticipate completion on or before September 30, 2023.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor 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 Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor 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 Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 If the County determines that the quality of services rendered by the Contractor is not satisfactory, and/or that the Contractor is not meeting the specifications' requirements, the County may terminate this Agreement and employ another contractor to fulfill its requirements.

6.3 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute vendor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor 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 Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of the Contractor 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 Contractor agrees that neither it nor any of its County approved subcontractors 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.

ARTICLE 11. RELATIONSHIP OF THE PARTIES

The Contractor 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 shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Contractor 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, 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 Contractor of such occurrence and this Agreement shall terminate

on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

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

15.1 The Contractor 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.

15.2 The Contractor 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.

15.3 The Contractor 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.

ARTICLE 16. INSURANCE

16.1 The Contractor 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. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor 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 Contractor 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 Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor 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 Contractor 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 Contractor 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 Contractor.

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 Contractor 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 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 in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. NON-INTERRUPTION OF WORK

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.

ARTICLE 24. EXTRA WORK/SERVICES

If the Contractor 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 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 on a negotiated basis.

ARTICLE 25. PREVAILING WAGE RATES AND SUPPLEMENTS

The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW § 220 [3-a]a.

ARTICLE 26. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that the Contractor is in compliance with N.Y. GENERAL MUNICIPAL LAW § 103-g entitled "Iranian Energy Sector Divestment," in that Contractor 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.

ARTICLE 27. MISCELLANEOUS PROVISIONS

27.1 In addition to the policies and procedures described above, the Contractor also acknowledges that it shall follow the Affirmative Action Requirements, Non Interruption of Work Agreement (per Res. No. 298 for 1986) and all other policies and procedures of the County.

27.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

27.3 The Contractor 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.

27.4 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.

27.5 The County shall bear no responsibility other than that set forth in this Agreement.

27.6 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.

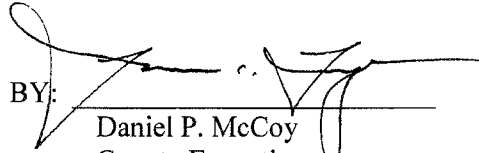
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SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

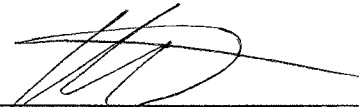
COUNTY OF ALBANY

DATED: 2/23/2023

BY: 
Daniel P. McCoy
County Executive
or
Daniel C. Lynch
Deputy County Executive

COMPLETE PERFECTION
CONSTRUCTION, LLC
D/B/A PERFECTION ROOFING

DATED: 2/1/2023

BY: 
Name:
OWNER
Title:

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 23rd day of February, 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.



NOTARY PUBLIC
EUGENIA K. CONDON
Notary Public, State of New York
Registration No: 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

STATE OF New York)
COUNTY OF Rensselaer) SS.:



On the 1st day of February, 2023, before me, the undersigned, personally appeared Paulo Martins personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


NOTARY PUBLIC

THOMAS J. GENOVESI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GE6430540
Qualified in Rensselaer County
Commission Expires March 14, 20 26

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
2. 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.
3. 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
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the N.Y. Disability Benefits Law (DBL).

Albany County Request for Contract Approval

Contract #	2023-1090
Contract Type	B) CAB Contract
Contract Action	B) Amendment
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Monday, June 05, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Alpine Environmental Services, Inc. 438 New Karner Road, Albany, NY 12205
Estimated Amount	\$65,372.00
Estimated Term	9/1/2022 to 12/31/2023
Scope of Services	Hazardous Material Abatement Air Sampling & Project Monitoring Services for the demolition of structures at #875 Albany Shaker Road.
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

June 5, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 9th 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 an amendment to contract 2022-434 with Alpine Environmental Services, Inc. to supply Hazardous Material Abatement Air Sampling & Project Monitoring Services for the demolition of structures at #875 Albany Shaker Road. The amendment is to add an additional (80) eighty monitoring days to the original contract for a new expiration date of December 31, 2023. The projected amendment cost equals \$39,672.00 for a project cost not to exceed \$65,372.00.

The term of this contract will commence upon signing and continue until the project is completed and signed off by the Department of General Services.

All cost of these services will be covered under bond number HHYZ Res. No. 518 of 2019 adopted November 12, 2019.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tasl
Enclosure(s)



June 2, 2023

Michael Martin
Albany County DGS

Re: Proposal for Asbestos Air Monitoring, to support Abatement, 875 Watervliet-Shaker Road, Albany, NY , for billing period May 12 through Aug. 26 (projected end date) 2023 Proposal # 06022023-CP1

Mike,
Thank you for the opportunity to quote. Per your request, I am providing you with a proposal for asbestos air monitoring services in conjunction with the asbestos project at the captioned location.

The below day rate is based on up to 8 on site labor, and travel time and expense for one round trip.

The below cost estimate is based on asbestos monitoring- (80) full days (Background, Durings & final air sampling), plus overtime, project management, and PCMs. This is just an estimate and actual time will be invoiced using the below unit rates.

NYS Certified Asbestos Air Monitor:

DAY RATE (up to 8 site hours)	\$ 350/Day
Over 8 hrs per shift billed at \$55/hr	
Project Manager/Designer	\$ 75/hr
PCM Samples-Regular TAT	\$ 8/sample
PCM Samples-Rush TAT	\$ 10/sample
COST ESTIMATE	\$ 39,672

80 full shifts, 40 OT hours, 40 Project Manager hours
764 PCMs Standard, 36 PCMs Rush

Signed proposal needed on file before start of project.

Minimum Site charge is \$300 (includes contractor failing to show up or canceling work within twelve hours of site start time.)

No retainer shall be held on work past Alpine’s completion of services, final report.

Site hours above 8.0 for any one day will be invoiced at \$55.00/hour.

Nights, Weekends and Holidays will be invoiced at 1.25 times the above rate.

PCM samples above 12 in any one day will be invoiced at \$8.00 per sample.

Proposal for Asbestos Air Monitoring, to support Abatement, 875 Watervliet-Shaker Road, Albany, NY ,
Proposal # 06022023-CP1

Samples requiring analysis on Holidays, from 5:00 pm through 7:00 am on weekdays or on weekends from 5:00 pm on Friday through 7:00 am on Monday will incur a Lab charge of \$200 in addition to the per sample charge.

Alpine Environmental Services, Inc. performs Phase Contrast Microscopy (PCM) and Polarized Light Microscopy (PLM). All other analysis, including Transmission Electron Microscopy (TEM), shall be sub-contracted. TEM analysis is performed by EMSL Analytical, Inc. and/or Adirondack ES, both are NYS ELAP certified laboratories for TEM analysis.

Alpine Environmental Services carries appropriate insurance and a Certificate of Insurance is available upon request at the time a contract is awarded. Any limits or coverage required above those currently carried, if available, will result in an additional charge which will be billed in addition to the above rates.

Alpine Environmental Services is not responsible for unexpected project delays including, but not limited to, longer project durations and/or failure of final clearance samples.

These rates are valid for six months.

Payment terms are net 37 days. The client agrees to pay a finance charge of one and one half percent (1 ½%) per month, or the maximum rate allowed by law. The client will be liable for all court costs, disbursements, and reasonable attorneys' fees incurred by Alpine Environmental Services, Inc. The undersigned agrees to the terms, conditions, and costs outlined in this proposal.

SIGNATURE

PRINTED NAME

TITLE

DATE

Additional Insured
Language: _____

Do not hesitate to contact me with any questions regarding this proposal at (518) 227-1430.

Sincerely,
Alpine Environmental Services, Inc.


Craig Petreikis, PE
Director

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND ALPINE ENVIRONMENTAL SERVICES, INC.
FOR HAZARDOUS MATERIAL AIR SAMPLING
AND PROJECT MONITORING SERVICES
RE THE DEMOLITION OF STRUCTURES AT 875 ALBANY SHAKER ROAD

CONTRACT NO. 2022-434

THIS AGREEMENT is made by and between Albany County, 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 12207-2021 (hereinafter, the "County") and Alpine Environmental Services, Inc., a registered New York corporation, with its principal place of business located at 438 New Karner Road, Albany, New York 12205 (hereinafter, the "Contractor;" and with the County, may be referred to herein individually as a "[p]arty," or together as the "[p]arties").

WITNESSETH:

WHEREAS, the Albany County Department of General Services (hereinafter, the "DGS") has issued a Request for Quotes for hazardous material abatement air sampling and project monitoring services regarding the demolition of structures at 875 Albany Shaker Road (hereinafter, the "RFQ"); and

WHEREAS, the Contractor submitted a quote dated July 7, 2022 to provide the aforesaid air sampling and project monitoring services (hereinafter, the "Quote"); and

WHEREAS, the County has accepted the Quote of the Contractor to provide the aforesaid air sampling and project monitoring services; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

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 RFQ, which is incorporated by reference and made a part hereof; and the Quote, which is incorporated by reference and made a part hereof (collectively, may be referred to herein as "the Agreement").

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, 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 RFQ; and 3) the Quote.

ARTICLE 2: SCOPE OF SERVICES

2.1 The Contractor shall provide all of the snow removal services described in the RFQ, and as requested by the County (hereinafter, the "work"); provide the work in the manner described in the RFQ; meet all of the RFQ's terms, conditions, requirements, provisions, etc.; and provide any and all equipment, supplies, labor, goods, materials and incidentals necessary to perform all the work.

2.2 **While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government, and the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.**

2.3 The Contractor shall not perform any work beyond that set forth or described in this Agreement (hereinafter, the "extra work") unless it has obtained prior written approval from the Albany County Department of General Services (hereinafter, the "DGS").

2.4 The Contractor shall render all work and services in a professional and workmanlike manner.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed TWENTY FIVE THOUSAND, SEVEN HUNDRED AND 00/100 DOLLARS (\$25,700.00), for all work, goods and services rendered under this Agreement, said dollar amount including a Contingency Allowance in the amount of FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00).

3.2 The pricing set forth in the Quote, attached hereto as Schedule A and made part hereof, shall remain firm for the entire term of this Agreement, and extension(s), if any.

ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the DGS, and after review and approval by the County of the claim form.

ARTICLE 5. TERM OF THE AGREEMENT

The term of the Agreement shall commence on September 1, 2022 and shall continue in effect through August 31, 2023.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor 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 Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor 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 Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 If the County determines that the quality of services rendered by the Contractor is not satisfactory, and/or that the Contractor is not meeting the specifications' requirements, the County may terminate this Agreement and employ another contractor to fulfill its requirements.

6.3 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute vendor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor 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 Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of the Contractor 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 Contractor agrees that neither it nor any of its County-approved subcontractors 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 OF THE PARTIES

The Contractor 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 shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Contractor 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, 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 Contractor of such occurrence and this Agreement shall terminate

on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

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

15.1 The Contractor 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.

15.2 The Contractor 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.

15.3 The Contractor 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.

ARTICLE 16. INSURANCE

16.1 The Contractor 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 B attached hereto and made a part hereof. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor 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 Contractor 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 Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor 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 Contractor 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 Contractor 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 B 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 Contractor.

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 Contractor 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 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 in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. NON-INTERRUPTION OF WORK

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.

ARTICLE 24. EXTRA WORK/SERVICES

If the Contractor 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 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 on a negotiated basis.

ARTICLE 25. PREVAILING WAGE RATES AND SUPPLEMENTS

The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW 220 [3-a]a.

ARTICLE 26. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that the Contractor is in compliance with N.Y. GENERAL MUNICIPAL LAW § 103-g entitled "Iranian Energy Sector Divestment," in that Contractor 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.

ARTICLE 27. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

Not applicable.

ARTICLE 28. MISCELLANEOUS PROVISIONS

28.1 In addition to the MacBride Principles of Fair Employment, Non Interruption of Work (per Res. No. 298 for 1986) and Iranian Energy Sector Divestment policies described above, the Contractor also acknowledges that it shall follow all of the other policies and procedures contained in the RFQ.

28.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

28.3 The Contractor 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.

28.4 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.

28.5 The County shall bear no responsibility other than that set forth in this Agreement.

28.6 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.

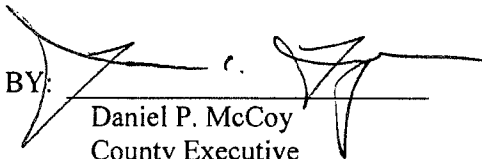
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SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 10/4/2022

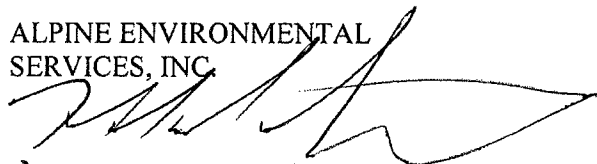
BY: 

Daniel P. McCoy
County Executive

or

Daniel C. Lynch
Deputy County Executive

ALPINE ENVIRONMENTAL
SERVICES, INC



DATED: SEPTEMBER 9, 2022

BY: MARK SCHMITZER

Name:

VP
Title:


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 4th day of October, 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~~
NOTARY PUBLIC CONDON-
Notary Public, State of New York
Registration No: 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

STATE OF _____)
COUNTY OF _____) SS.:

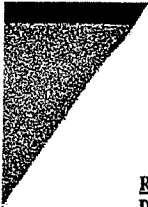
On the 9th day of SEPTEMBER, 2022, before me, the undersigned, personally appeared MARK SCHWITZER personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC

Craig Petreitis
Notary Public State of New York
No. 01PE6434694
Comm. Expires June 13, 2026

SCHEDULE A
QUOTE PRICING



Request for Quote

Demolition of Structures at #875 Albany Shaker Road Project

Hazardous Material Abatement Air Sampling & Project Monitoring Services

1. All bid prices must include all materials, labor, equipment, incidentals, and other associated costs.
2. ALL prices are to include all costs for supervision, labor, equipment, supplies, travel, administration and engineering costs, preparation of reports and required certifications, plus all applicable overhead, taxes, insurance, benefits and profits.
3. Base Bid work shall include an additional \$5,000.00 Contingency Allowance for additional work discovered during construction beyond scope of work indicated herein. Contractor shall receive advance approval from the County Engineer prior to performing any additional work.

- a) Labor - Asbestos Monitor (8hr shifts)
40 shifts @ \$ 350 /each shift = \$ 14,000 total cost
- b) Asbestos Monitor - Misc. admin, report prep, etc.
40 hours @ \$ 55 /hour = \$ 2,200 total cost
- c) Project Manager/Designer - Misc. admin, report review, etc.
20 hours @ \$ 75 /hour = \$ 1,500 total cost
- d) PCM Analysis (48 hour turnaround)
200 Samples @ \$ 8 /each = \$ 1,600 total cost
- e) PCM Analysis (Rush turnaround)
140 Samples @ \$ 10 /each = \$ 1,400 total cost
- f) Contingency Allowance \$5,000.00 total cost

BID TOTAL: (a + b + c + d + e + f) = \$ 25,700

UNIT RATES (For as needed services approved by Project Engineer)

- g) PLM Analysis 48 hr turnaround: \$ 30
- h) Matrix Reduction with PLM 48 hr TAT: \$ 70
- i) TEM Analysis 48 PLM: \$ 80
- j) Inspector per Hour: \$ 75, 2hr min

SCHEDULE B
INSURANCE

1. **Workers' Compensation and Employers' Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
2. **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.
3. **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
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

4. **Disability Insurance:** A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Albany County Request for Contract Approval

Contract #	2023-1109
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Thursday, June 08, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Delta Engineers, Architects, Land Surveyors & Landscape Architects, DPC 860 Hooper Rd, Endwell, NY 13760
Estimated Amount	\$92,500.00
Estimated Term	7/1/2023 to 6/30/2025
Scope of Services	Design and Consulting Services to Provide Interior Design and Project Management Services for the 1st Floor 112 State Street
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 - 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, 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

June 8, 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 Delta Engineers Architects and Surveyors pursuant to RFP 2023-064 Design and Consulting Firm to Provide Interior Design and Project Management Services for the 1st Floor 112 State Street.

Delta Engineers Architects and Surveyors was the highest scoring vender pursuant to the County's Proposal Rating Worksheet. The not to exceed cost of \$92,500.00 includes a contingency allowance of \$13,000.00.

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 July 1, 2023 through June 30, 2025

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: June 8, 2023

Re: Request for Proposal #2023-064 Design and Consulting Firm to Provide Interior Design and Project Management Services for the 1st Floor 112 State Street

I have reviewed the proposals for RFP#2023-064 - Design and Consulting Firm to Provide Interior Design and Project Management Services for the 1st Floor 112 State Street. I recommend Delta Engineers Architects and Surveyors be awarded the contract for the amount not to exceed \$92,500.00.

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
Department of General Services

FROM: Pamela O Neill
Purchasing Agent *Pamela*

DATE: June 8, 2023

RE: RFP#2023-064 Design and Consulting Firm to Provide Interior Design and
Project Management Services for the 1st Floor 112 State Street

I am in receipt of your recommendation to award the aforementioned to Delta Engineers, Architects, and Surveyors in the amount of \$92,500.

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 Delta Engineers, Architects, and Surveyors.

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

RFP #2023-064: Design and Consulting Firm to Provide Interior Design and Project Management Services for the 1st Floor of 112 State Street
Proposal Rating Worksheet

Reviewer: David Latina, Commissioner

	Weight	Architecture Work		C&S		Delta		Lothrop		Wendel	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Experience based on prior re-design projects involving government municipal buildings	35%	4	1.4	3	1.05	3	1.05	3	1.05	3	1.05
Projected cost for design/consulting services	30%	1	0.3	4	1.2	5	1.5	2	0.6	3	0.9
References											
Turn around to complete project	10%	4	0.4	4	0.4	4	0.4	4	0.4	4	0.4
	25%	1	0.25	1	0.25	1	0.25	1	0.25	1	0.25
TOTALS:			2.35		2.9		3.2		2.3		2.6

NOTES:

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Design and Consulting Firm to Provide Interior Design and Project Management Services for the 1st Floor 112 State Street Albany NY
RFP Number: 2023-064

Phase 1: Programming and Space Planning	\$ 29,000
Phase 2: Project Design	\$ 36,000
Phase 3: Preparation of Bidding/Construction Documents	\$ 3,500
Phase 4: Project Administration and Completion	\$ 11,000
GRAND TOTAL OF PHASE 1,2,3,4	\$ 79,500

Add Alternate: Central Supply = \$13,000

\$92,500

COMPANY: Delta Engineers, Architects, Land Surveyors,
& Landscape Architects, DPC

ADDRESS: 860 Hooper Rd

CITY, STATE, ZIP: Endwell, NY 13760

TEL. NO.: 607-231-6600

FAX NO.: 607-231-6650

FEDERAL TAX ID NO.: 16-1294009

REPRESENTATIVE: Anthony R. Paniccia, PE, JD

E-MAIL: apaniccia@delta-eas.com

SIGNATURE AND TITLE Anthony R. Paniccia President & CEO

DATE 5/30/2023

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
DESIGN AND CONSULTING FIRM TO PROVIDE INTERIOR DESIGN AND PROJECT
MANAGEMENT SERVICES FOR 1ST FLOOR 112 STATE STREET ALBANY NY
ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES RFP#2023-064

SECTION 4: SCOPE OF SERVICES

Overview:

Interior design of the 1st floor of 112 State St., Albany N.Y. 12207

Phase 1: Programming and Space Planning

1. Meet with Facility to determine the 112 State St. needs, schedules and budgets.
2. Establish functional and aesthetic goals with the County.
3. Measure areas receiving special accent treatment
4. Provide draft space plans with layouts using AutoCAD or REVIT.
5. Assist in developing project timeline

Phase 2: Project Design

1. Develop budgets on all interior finishes and furnishings, as well as budgets for interior improvements such as, but not limited to, new ceiling tiles, flooring, and wall treatments.
2. Provide sketches and presentation boards of all interior selections and furnishings, along with fabrics, lighting fixtures, accessories and artwork.
3. Coordinate fine art and decorative accessories.
4. Draft accent wall design in elevator lobbies.
5. Draft color schemes for floors.

RFP4

6. Signage design for areas, including room signage, floor designations, emergency exit signage and fire plan signage.

Phase 3: Preparation of Bidding/Construction Documents

1. Awarded Proposer shall be responsible for drafting specifications and scope of work. All specifications and drawings must be approved by the County. The Albany County Purchasing Department shall coordinate the procurement process including advertisement, distribute RFB and collect Bids, and any addenda that needs to be issued.
2. Award Proposer shall supply all finished bidding packages, including the specifications and

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
DESIGN AND CONSULTING FIRM TO PROVIDE INTERIOR DESIGN AND PROJECT
MANAGEMENT SERVICES FOR 1ST FLOOR 112 STATE STREET ALBANY NY
ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES RFP#2023-064

any drawings, to the Purchasing Department for distribution to the prospective bidders.

Awarded proposer must provide a minimum of 25 USB's with the electronic bidding documents. Note: Awarded Proposer shall have bid documents ready for distribution 60 days after notice of award.

3. Awarded Proposer will be required to perform a pre bid meeting with prospective bidders to view the facility.

4. Phase 3 Scope of Work and specifications shall include, but not be limited to, the following:

- Design Items (E.g., flooring, paint, and etc)
- Quantity of Design Items required
- Specifications of Design Items, including, manufacturer, size, construction, finish, and any applicable notes.
- Any drawings that may be associated with the Design Item or layout.

Phase 3 Scope of Work shall be divided by the following areas:

1st floor of 112 State St., Albany N.Y.12207

Construction scope of work shall be separated into categories by the following:

- Floors
- Walls
- Ceilings
- Trim and Doors
- Electrical/HVAC/Plumbing
- Special Conditions

Drawings shall include the following:

- Provide wall and floor finish plans and schedules using AutoCAD or Revit. Shall include the following:
 - a. Floor finish plans for areas to receive special designs or treatments
 - b. Floor finish schedules for areas to receive special design or treatments

Phase 4: Project Administration and Completion

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
DESIGN AND CONSULTING FIRM TO PROVIDE INTERIOR DESIGN AND PROJECT
MANAGEMENT SERVICES FOR 1ST FLOOR 112 STATE STREET ALBANY NY
ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES RFP#2023-064

1. Maintain project schedules with awarded contractors.

RFP5

2. Provide on-site inspections during construction.

3. Provide punch lists of work yet to be completed when project nears completion.

4. Ensure work completed meets visual standards.

5. Serve as a liaison between contractors and County as needed to ensure successful completion of work as specified.

6. Confirm all artwork is hung properly and located in its intended place.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be from the date of contract execution until all work is performed and accepted by Albany County.

RESOLUTION NO. 518

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$5,875,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$5,875,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduction: 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 undertake various County facility improvement projects located in Albany County, New York. The improvement projects consist of various upgrades and improvements in various buildings, which shall include HVAC modifications, construction fit-up costs (retrofit/office buildout), moving expenses and the installations of energy management systems at various facilities, including 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 the 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 costs of the capital projects.

The period of probable usefulness of the classes 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)(35) of the New York Local Finance Law (the “Law”) is at least five (5) years.

Section 2. The County is hereby authorized to undertake a capital project consisting of energy systems upgrades to various County facilities, including 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 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 the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$525,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$525,000 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 \$525,000 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 \$525,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(13) of the Law, is at least five (5) years.

Section 3. The County is hereby authorized to undertake structural and engineering evaluations of various County owned facilities in Albany, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purpose, together with the preparation of planning, engineering and feasibility studies and review as further described in the 2020 Capital Plan in the Capital Program. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including the 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 costs of the capital project.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$350,000 of said serial bonds are herein authorized to be issued, within the limitations Section 11.00(a)(62) of the New York Local Finance Law (the "Law"), is five (5) years.

Section 4. The County is hereby authorized to undertake various County facility improvement projects located in Albany County, New York, including buildings located at 175 Green Street and 240, 250 and 260 South Pearl Street and various County owned properties prior to the relocation of various departments. The projects consist of the reconstruction and various upgrades and improvements of the facilities, which shall include mechanicals, HVAC, chillers, electrical, roofs, and generators and energy management systems, including 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 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 the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$3,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not

to exceed \$3,000,000 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 \$3,000,000 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 \$3,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(12)(a) of the Law, is at least fifteen (15) years.

Section 5. The County is hereby authorized to undertake a capital project consisting of the renovation and reconstruction of 112 State Street, including 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 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 the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$750,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$750,000 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 \$750,000 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 \$750,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(12)(a)(1) of the Law, is twenty-five (25) years.

Section 6. The County is hereby authorized to acquire fleet motor pool vehicles and various other equipment, as further described in the 2020 Capital Plan in the Capital Program. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including the 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 costs of the capital project.

The period of probable usefulness of the specific object or purpose 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)(77) of the Law, is three (3) years.

Section 7. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed

\$5,875,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 8. The following additional matters are hereby determined and stated:

(a) Certain facilities described in Sections 1, 2, 3, and 4 above are class "A" or "B" buildings, as defined in Section 11.00(a)(11)(a) of the Law.

(b) The facility described in Section 5 above is a class "A" building, as defined in Section 11.00(a)(11)(a) of the Law.

(c) 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.

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

Section 9. 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 10. 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 11. 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 12. 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 13. 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 projects authorized by this resolution described in Sections 1, 2, 4, 5, and 6 constitute a “Type II action” pursuant to 6 NYCRR 617.5(c)(1), (2), and (31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to the projects.

(b) 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)(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 the project.

Section 14. 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 7 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, 4, 5, and 6 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 15. 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 16. 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