

County of Albany

112 State Street
Albany, NY 12207



Meeting Agenda

January 2020

Tuesday, January 28, 2020

5:00 PM

Room 730

Public Works Committee

CURRENT BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES
2. AUTHORIZING LEASE AGREEMENTS WITH BERKSHIRE BANK AND PRIME COMPANIES REGARDING CORPORATE SUITE NO. 3 AT THE TIMES UNION CENTER
3. AUTHORIZING AN AGREEMENT WITH TRACEY ROAD EQUIPMENT, INC. REGARDING THE PURCHASE OF TWO TANDEM DUMP TRUCKS
4. AUTHORIZING AN AGREEMENT WITH MASER CONSULTING P.A. FOR DESIGN AND CONSTRUCTION INSPECTION SERVICES REGARDING THE CR252 (KNOX CAVE RD) HIGHWAY IMPROVEMENT PROJECT
5. AUTHORIZING AN AGREEMENT WITH CREIGHTON MANNING ENGINEERING REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES REGARDING THE CR303 AND CR311 (BEAVER DAM RD) HIGHWAY IMPROVEMENT PROJECT
6. AUTHORIZING AN AGREEMENT WITH LANDMARK FLOORING CONCEPTS, INC. REGARDING CARPET REPLACEMENT SERVICES FOR THE DEPARTMENT OF MENTAL HEALTH
7. AUTHORIZING AN AGREEMENT WITH C.T. MALE ASSOCIATES REGARDING INSPECTION AND ASSESSMENT SERVICES FOR THE TIMES UNION CENTER GARAGE RENOVATION PROJECT
8. AUTHORIZING AN AGREEMENT WITH FULL COMPASS SYSTEMS REGARDING THE PURCHASE OF REPLACEMENT SPOTLIGHTS AT THE TIMES UNION CENTER
9. AUTHORIZING AN AGREEMENT WITH STAGE RIGHT CORPORATION REGARDING THE PURCHASE OF A NEW PERFORMANCE STAGE AND ACCESSORIES AT THE TIMES UNION CENTER
10. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE CAPITAL DISTRICT TRANSPORTATION COMMITTEE REGARDING THE LINKAGE STUDY PROGRAM GRANT

11. AUTHORIZING A CUSTOMER PROJECT COMMITMENT AGREEMENT WITH THE NEW YORK POWER AUTHORITY REGARDING THE DEVELOPMENT OF SOLAR PANEL SYSTEMS AT COUNTY FACILITIES

Honorable Andrew Joyce and Members of the Albany County Legislature:

LADIES AND GENTLEMEN:

The Public Works Committee of the Albany County Legislature met on November 26, 2019. Mr. Smith served as Chairperson, Messrs. Simpson, Miller, O'Brien, Tunny, and Mauriello were present. Messrs. Burgdorf, Frainier and Cahill were excused. The following items were discussed and/or acted upon:

Approving Previous Meeting Minutes: Unanimously approved.

1. Authorizing an Agreement with Capital Region Landfills, Inc. Regarding Landfill Leachate Treatment at the Water Purification District's North Plant: The Executive Director of the Albany County Water Purification District had requested authorization to enter into a five-year agreement between the Water Purification District and Capital Region Landfills, Inc., regarding landfill leachate treatment at the District's North Plant for an annual fee of \$55,000 and a term commencing December 1, 2019 and ending December 31, 2024. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.
2. Authorizing an Agreement Between the Water Purification District and the Albany County Airport Authority Regarding De-Icing Wastewater Treatment: The Executive Director had requested authorization to execute a five-year renewal agreement with the Albany County Airport Authority regarding the emergency treatment of glycol-laden wastewater, laboratory analysis and sludge disposal in an amount estimated to be \$5,000 annually, for a term commencing January 1, 2020 and ending January 1, 2025. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.
3. Authorizing an Agreement with the New York State Unified Court System Regarding Custodial and Building Maintenance Services for the Albany County Court House, Judicial Center and Family Court: The Commissioner had requested authorization to execute the second year of a five-year agreement with the NYS Unified Court System for the provision of custodial services, building maintenance and minor repairs at the aforementioned locations in an amount not to exceed \$696,394 for a term commencing April 1, 2019 and ending March 31, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.
4. Amending the 2018/2019 Municipal Snow and Ice Agreement with the New York State Department of Transportation Regarding Snow and Ice Removal From State Roads: The Commissioner of the Department of Public Works had requested authorization and approval to execute Amendment B to the

2018/2019 Municipal Snow and Ice Agreement with the New York State Department of Transportation agreement in the amount of \$327,008 for a amended total snow and ice voucher amount of \$1,129,287. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

5. Authorizing an Agreement with the New York State Department of Transportation for Snow and Ice Removal: The Commissioner of the Department of Public Works had requested authorization to enter into a five-year agreement with the NYS Department of Transportation regarding the removal of snow and ice on state highways for a term commencing July 1, 2019 and ending June 30, 2024 for an estimated amount of \$5,520,335. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.
6. Authorizing an Agreement with Apalachee, LLC Regarding the Purchase of Road Salt for the Control of Snow and Ice on State and County Roads: The Commissioner of the Department of Public Works had requested authorization to enter into an agreement with Apalachee, LLC regarding the purchase of road salt for the control of snow and ice on Albany County and New York State roads in an amount not to exceed \$1,350,000 for a term commencing September 1, 2019 and ending August 31, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

Respectfully submitted,
THE PUBLIC WORKS COMMITTEE

PAUL J. BURGDORF, Chairperson
PAUL MILLER
JOSEPH E. O'BRIEN
CHRISTOPHER SMITH
MERTON SIMPSON

PETER TUNNY
FRANK MAURIELLO
JOHN FRAINIER
CHARLES CAHILL, JR.

MEMORANDUM

To: Honorable Members – Albany County Legislature
Honorable Albany County Chairman – Andrew Joyce
Honorable Albany County Executive – Daniel McCoy
Honorable Albany County – Deputy County Executive – Phil Calderone

From: Bob Belber
Regional General Manager

Date: Dec 6, 2019

Re: Request For Legislative Action – Lease Suite # 3
Berkshire Bank and Prime Companies

Suite Renewal – Term – January 1, 2020 - December 31, 2022

This suite holder has been the tenant in Suite # 3 and is current with all payments owed. They would like to renew their lease and we are seeking approval from the Albany County Legislature to proceed with entering into a new lease agreement with the current annual lease amount of \$51,000 per year.

A letter of intent has been received with a deposit and pending approval, the County Attorney's office will produce a new lease document with the Resolution # assigned.

The tenant will also be responsible for sales tax on tickets to sporting events and cable TV monthly charges as well as any catered food they purchase through Aramark.

Thank you for adding this to the agenda of the next available Civic Center Committee.

Sincerely;



Bob Belber
General Manager



Legislation Text

File #: TMP-1331, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization for Lease of Times Union Center Suite #3

Date: December 6, 2019
 Submitted By: Robert Belber
 Department: Times Union Center
 Title: General Manager
 Phone: (518) 487-2008
 Department Rep.
 Attending Meeting: Robert Belber

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Berkshire Bank
30 South Pearl Street
Albany, NY 12207

Additional Parties (Names/addresses):

Prime Management LLC
621 Columbia St.
Cohoes, NY 12047

Amount/Raise Schedule/Fee: \$51,000 per year
Scope of Services: Three Year Lease of suite #3 to Berkshire Bank and Prime Management LLC

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: AA 7128 02451
Revenue Amount: \$51,000

Appropriation Account and Line: Click or tap here to enter text.
Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term

Term: (Start and end date) January 1, 2020 - December 31, 2022
Length of Contract: Three years

Impact on Pending Litigation

If yes, explain: Yes No
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

Leasing suite #3 for a three year period - January 1, 2020 thru December 31, 2022. This is a renewal agreement and the suite holder has been occupying this suite for three years previously. The tenant is current on all payments and they have paid the \$3,000 deposit required along with the signed letter of intent.


Submitted by: Robert Belber
Title: General Manager



TIMES UNION CENTER

ALBANY, NEW YORK



AN  MANAGED FACILITY

51 South Pearl Street Albany, New York 12207 (518) 487-2000 FAX (518) 487-2020

LETTER OF INTENT
BY
BERKSHIRE BANK
FOR
CORPORATE SUITE # 3

The above named party or parties recognizes that Corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the TIMES UNION CENTER (hereafter the "TIMES UNION CENTER") and evidencing our support of this facility by this *Letter of Intent*.

This *Letter of Intent* demonstrates our intention to lease one half of the TIMES UNION CENTER Private Corporate Suite, namely Suite # 3 (hereafter the Suite). The cost to lease one half of these suites will be TWENTY FIVE THOUSAND AND FIVE HUNDRED DOLLARS (\$25,500.00) per contract year for a three (3) year term. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

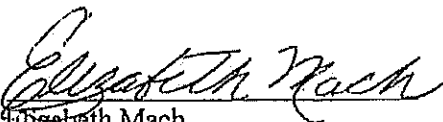
The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Eight (8) passes will be provided at no charge for all Albany Empire and Siena home games. Eight (8) passes will also be provided for every ticketed event at the TIMES UNION CENTER in each contract year with the exception of the NCAA events. Suite tickets for NCAA events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to eight (8) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to four (4) additional "outside" seats.

To further solidify this *Letter of Intent*, a non-refundable deposit of \$1,500.00 (ONE THOUSAND FIVE HUNDRED DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.

Letter of Intent
Berkshire Bank
Suite # 3
Page 2

Dated: 10/15/19


Elizabeth Mach
SVP First Vice President
Berkshire Bank



Check Date: 10/18/2019

Vendor Number: 0000000314

Check No. 183610

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Paid Amount
CORPORATE SUITE # 3	10/16/2019	00197636	1,500.00	1,500.00

Check Number	Date	Total Gross Amount	Total Paid Amount
183610	10/18/2019	\$1,500.00	\$1,500.00

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER



BERKSHIRE BANK
Pittsfield, MA 01201-1308
53-7169/2118

183610

BERKSHIRE BANK
P.O. BOX. 1308
PITTSFIELD, MA 01202

Date October 18, 2019

Pay Amount \$1,500.00***

****ONE THOUSAND FIVE HUNDRED AND XX / 100 DOLLAR****

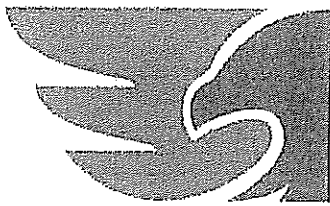
COUNTER SIGNATURE REQUIRED FOR
AMOUNTS OVER \$10,000

Pay To The Order Of
TIMES UNION CENTER, SMG
51 SOUTH PEARL ST
ALBANY, NY 12207

Authorized Signature

Authorized Signature


THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW



TIMES UNION CENTER

ALBANY, NEW YORK



AN  MANAGED FACILITY

51 South Pearl Street Albany, New York 12207 (518) 487-2000 FAX (518) 487-2020

LETTER OF INTENT
BY
PRIME COMPANIES
FOR
CORPORATE SUITE # 3

The above named party or parties recognizes that Corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the TIMES UNION CENTER (hereafter the "TIMES UNION CENTER") and evidencing our support of this facility by this *Letter of Intent*.

This *Letter of Intent* demonstrates our intention to lease one half of the TIMES UNION CENTER Private Corporate Suite, namely Suite # 3 (hereafter the Suite). The cost to lease one half of these suites will be TWENTY FIVE THOUSAND AND FIVE HUNDRED DOLLARS (\$25,500.00) per contract year for a three (3) year term. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

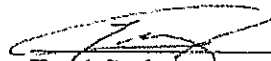
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To further solidify this *Letter of Intent*, a non-refundable deposit of \$1,500.00 (ONE THOUSAND FIVE HUNDRED DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.

Letter of Intent
Prime Companies
Suite # 3
Page 2

Dated: 11/1/19



Todd Curley
Partner
Prime Companies

Prime Management LLC

621 Columbia St
Cohoes, NY 12047

Pioneer Bank

968

**** ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS

11/07/2019

\$1,500.00****

PAY TO THE
ORDER OF

Times Union Center
51 South Pearl St
Albany, NY 12207

M. J. Ryan



DATE:11/07/2019 CK#:968 TOTAL:\$1,500.00*** BANK:Prime Management - Pioneer(prm-op2)
PAYEE:Times Union Center(tucenter)

Property Address - Code	Invoice - Date	Description	Amount
Prime Management LLC - prm	1st Pmt of Suite 3		1,500.00
			<u>1,500.00</u>

Sample Features Details on Page 17



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

December 10, 2019

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to enter into a contract with Tracey Road Equipment, Inc., for the purchase of two (2) 6x4 tandem dump trucks.

The trucks will be purchased using Onondaga County's Contract #8996 as part of the department's Vehicle and Truck Replacement in the County's Capital Program (Resolution 519 dated 11/12/19). The total cost will be for an amount not to exceed \$390,251.10.

We have attached a copy of Onondaga County's Contract and a quote from Tracey Road Equipment, Inc. If there are any questions or further information is needed, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1333, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization for the Purchase of Tandem Trucks from Onondaga County Bid

Date: December 11, 2019
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attending Meeting: Lisa M. Ramundo

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Tracey Road Equipment, Inc.
115 Railroad Ave. Ext.
Albany, NY 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$390,251.10
Scope of Services: Purchase of two tandem dump trucks
Bond Res. No.: 519
Date of Adoption: 11/12/2019

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: HHRA5197.22000E

Appropriation Amount: \$390,251.10

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2020-8/31/2020

Length of Contract: 8 Months

Impact on Pending Litigation Yes No

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to enter into a contract with Tracey Road Equipment, Inc., for the purchase of two (2) 6x4 tandem dump trucks.

The trucks will be purchased using Onondaga County's Contract #8996 as part of the department's Vehicle and Truck Replacement in the County's Capital Program (Resolution 519 dated 11/12/19). The total cost will be for an amount not to exceed \$390,251.10.

We have attached a copy of Onondaga County's Contract and a quote from Tracey Road Equipment, Inc. If there are any questions or further information is needed, please feel free to contact my office.



**COUNTY OF ONONDAGA
DIVISION OF PURCHASE**

**13TH FLOOR
421 MONTGOMERY STREET
SYRACUSE NEW YORK 13202**

BLANKET PRICE AGREEMENT

NOTICE OF CONTRACT AWARD

COMMODITY/SERVICE: Trucks (Heavy Duty Class 8) Cab-Chassis Type W/Dump Bodies, Snow Plows & Associated Options/Accessories

CONTRACT PERIOD:
June 24, 2018 through June 23, 2023

BID OPENED:
June 7, 2018.

BID REF. #: 8996

PRICING : Blanket Price Agreement

DATE ISSUED:
7/20/2018

INQUIRIES TO:
Cory Larrabee
E-mail corylarrabee@ongov.net

VENDOR NAME & ADDRESS

PHONE NO. AND CONTACT

TRACEY ROAD
6803 MANLIUS CENTER ROAD
EAST SYRACUSE NY 13057

JAY BARNWELL 315-435-1471
jbarnwell@traceyroad.com

KENWORTH NORTHEAST GROUP
100 COMMERCE DR
BUFFALO NY 14218

DOUG HUGHES
dhughes@kenworthne.com

BEAM MACK
6260 EAST MOLLOY ROAD

GREG ANGWIN
grega@beammack.com

NOTICE OF CONTRACT AWARD

NAVISTAR INC
399 ALBANY SHAKER ROAD
LOUDONVILLE NY 12211

BOB CARSON
rcarson@stadiumtrucks.com

UTICA GENERAL TRUCK CO.
6014 DROTT DRIVE
EAST SYRACUSE NY 13057

MARK DONNEWIRTH
mark@uticageneral.com



QUOTATION

115 Railroad Ave. Albany, N.Y. 12205

TO:
Customer Albany Co. Highway Dept.
Address 449 New Salem Rd.
City, State, Zip Code Voorheesville, NY 12186
Contact Person Scott Duncan
Phone Number 518-779-9520 **Fax Number** _____
Date of Quotation 11/4/2019 **Quotation Price Good Through** _____
Salesman Name Matt Brayman

Stock #	New or Used	Description	Price
		2021 Western Star 4700 SF 6x4 MSRP:	\$165,440
		Less 45.11% Per Onondaga Co. Contract #8996	-\$74,630
		Base Price:	\$90,810
		List Price of Spec'd options:	\$31,109
		Less 40.5%, per Onondaga Co. Contract #8996	-\$12,599
		Total Price of Spec'd options	\$18,510
		Non-Discountable Factory Options/Charges:	
		2020/2021 Model Year Escalators	\$2,200
		2016 OBD/GHG 2017 Escalator	\$350
		EW4 7YR./150K Miles Ext. Engine Warranty	\$5,175
		Aftermarket Options: RH Spring Build Up	\$1,250
		Delivery Charge, Per Contract	\$160
		Total Chassis Price, Allowed Under Contract:	\$118,455
		Negotiated Price (must be less than above)	\$118,176
		Viking Equipment, Per Quote	\$76,949.55
		Total Price:	\$195,125.55

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

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

 Sales Representative Thank You

Prepared for:
Scott Duncan
Albany County Dpw
449 New Salem Rd

Voorheesville, NY 12186
Phone: 518-655-7906

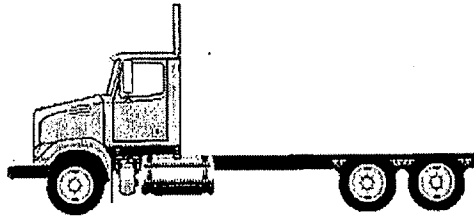
Prepared by:
Brendan Geiss
TRACEY ROAD EQUIPMENT,
INC.
6803 MANLIUS CENTER ROAD
EAST SYRACUSE, NY 13057
Phone:

A proposal for
Albany County Dpw

Prepared by
TRACEY ROAD EQUIPMENT, INC.
Brendan Geiss

Nov 05, 2019

Western Star 4700SF



Components shown may not reflect all spec'd options and are not to scale



Prepared for:
Scott Duncan
Albany County Dpw
449 New Salem Rd

Voorheesville, NY 12186
Phone: 518-655-7906

Prepared by:
Brendan Geiss
TRACEY ROAD EQUIPMENT,
INC.
6803 MANLIUS CENTER ROAD
EAST SYRACUSE, NY 13057
Phone:

SPECIFICATION PROPOSAL

	Description
Price Level	
Data Version	WESTERN STAR 4700 PRL-20T (EFF:04/30/19)
Vehicle Configuration	SPECPRO21 DATA RELEASE VER 024 4700 SET-FORWARD FRONT AXLE CHASSIS 2021 MODEL YEAR SPECIFIED SET FORWARD AXLE - TRUCK STRAIGHT TRUCK PROVISION, NON-TOWING LH PRIMARY STEERING LOCATION
General Service	TRUCK CONFIGURATION DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES) UTILITY/REPAIR/MAINTENANCE SERVICE GOVERNMENT BUSINESS SEGMENT DIRT/SAND/ROCK COMMODITY TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS MAXIMUM 8% EXPECTED GRADE SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE WESTERN STAR VOCATIONAL WARRANTY EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 66000.0 lbs
Truck Service	FRONT PLOW/END DUMP BODY

Application Version 11.1.602
Data Version PRL-20T.024
ALBANY COUNTY_4700



11/05/2019 8:37 AM

Page 2 of 17

Prepared for:
Scott Duncan
Albany County Dpw
449 New Salem Rd

Voorheesville, NY 12186
Phone: 518-655-7906

Prepared by:
Brendan Geiss
TRACEY ROAD EQUIPMENT,
INC.
6803 MANLIUS CENTER ROAD
EAST SYRACUSE, NY 13057
Phone:

	Description
Engine	<p>EXPECTED TRUCK BODY LENGTH : 0.0 ft</p> <p>DETROIT DD13 12.8L 450 HP @ 1625 RPM, 1900 GOV RPM, 1650 LB/FT @ 975 RPM</p>
Electronic Parameters	<p>60 MPH ROAD SPEED LIMIT</p> <p>CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT</p> <p>20 MINUTES IDLE SHUTDOWN WITH CLUTCH AND SERVICE BRAKE OVERRIDE</p> <p>PTO MODE ENGINE RPM LIMIT - 900 RPM</p> <p>PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED OR PARK BRAKE NOT APPLIED</p> <p>PTO MODE CLUTCH OVERRIDE - CLUTCH ENABLED</p> <p>PTO RPM WITH CRUISE SET SWITCH - 600 RPM</p> <p>PTO RPM WITH CRUISE RESUME SWITCH - 600 RPM</p> <p>ONE REMOTE PTO SPEED</p> <p>PTO SPEED 1 SETTING - 900 RPM</p> <p>SOFT CRUISE CONTROL ENABLED</p> <p>PTO MINIMUM RPM - 600</p> <p>TEMPERATURE OVERRIDE BELOW 25 DEGREES AND ABOVE 89 DEGREES AMBIENT TEMPERATURE</p> <p>ENABLE DPF REGEN ZONE 1 WITH AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE</p>
Engine Equipment	<p>2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION</p> <p>2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)</p> <p>STANDARD OIL PAN</p> <p>ENGINE MOUNTED OIL CHECK AND FILL</p> <p>ONE PIECE VALVE COVER</p> <p>SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND INSIDE/OUTSIDE AIR WITH SNOW DOOR</p>



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Description

DR 12V 160 AMP 28-SI QUADRAMOUNT PAD
ALTERNATOR WITH REMOTE BATTERY VOLT
SENSE

(3) DTNA GENUINE, AGM STARTING AND
CYCLING, MIN 2190CCA, 570RC, THREADED
STUD BATTERIES

PASSENGER SEAT BATTERY BOX VENTED TO
OUTSIDE OF CAB

BATTERY BOX MOUNTED UNDER PASSENGER
SEAT

WIRE GROUND RETURN FOR BATTERY CABLES
WITH ADDITIONAL FRAME GROUND RETURN

PLASTIC BATTERY BOX COVER

POSITIVE LOAD DISCONNECT WITH DASH
MOUNTED CONTROL SWITCH

LOW VOLTAGE BATTERY DISCONNECT AT 12.3
VOLTS FOR ISOLATED CIRCUITS WITH LOCAL
ALARM

EATON ADVANTAGE 15-1/2 INCH SELF
ADJUSTING CLUTCH

BABCOCK 2-PIECE CLUTCH BRAKE

ZERK FITTING WITH EXTENSION HOSE AT
CLUTCH RELEASE BEARING

HYDRAULIC CLUTCH CONTROL

BW MODEL BA-921 19.0 CFM SINGLE CYLINDER
AIR COMPRESSOR WITH SAFETY VALVE

AIR COMPRESSOR DISCHARGE LINE

ELECTRONIC ENGINE INTEGRAL SHUTDOWN
PROTECTION SYSTEM

JACOBS COMPRESSION BRAKE

RH OUTBOARD UNDER STEP MOUNTED
HORIZONTAL AFTERTREATMENT SYSTEM
ASSEMBLY WITH RH B-PILLAR MOUNTED
VERTICAL TAILPIPE

ENGINE AFTERTREATMENT DEVICE,
AUTOMATIC OVER THE ROAD REGENERATION
AND DASH MOUNTED REGENERATION
REQUEST SWITCH

11 FOOT 06 INCH (138 INCH+0/-5.9 INCH)
EXHAUST SYSTEM HEIGHT

RH CURVED VERTICAL TAILPIPE B-PILLAR
MOUNTED ROUTED FROM STEP

13 GALLON DIESEL EXHAUST FLUID TANK
100 PERCENT DIESEL EXHAUST FLUID FILL



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Description

STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING
NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION
STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAIPIPE SHIELD
BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH
AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED
DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR
FULL FLOW OIL FILTER
1500 SQUARE INCH ALUMINUM RADIATOR MOUNTING FOR FIREWALL MOUNTED SURGE TANK
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
HDEP FIXED RATIO COOLANT PUMP AND RADIATOR DRAIN VALVE
NO RADIATOR/OIL PAN GUARD
1350 ADAPTER FLANGE FOR FRONT PTO PROVISION
PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER
PHILLIPS-TEMRO 300 WATT/115 VOLT OIL PREHEATER
CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR
ALUMINUM FLYWHEEL HOUSING
MITSUBISHI 12V MOD 3.175-DP60 STARTER WITH INTEGRATED MAGNETIC SWITCH

Transmission

EATON FULLER RTO-16908LL TRANSMISSION

Transmission Equipment



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Description

POLISHED STAINLESS STEEL TRANSMISSION
BOOT RING
NO REAR PTO TRANSMISSION RANGE
BODY LIGHTING POWER WIRED TO CUSTOMER
INTERFACE CONNECTOR WITH SEPARATE
STOP/TURN
ALUMINUM CLUTCH HOUSING
MAGNETIC PLUGS, ENGINE DRAIN,
TRANSMISSION FILL AND DRAIN, AXLE(S) FILL
AND DRAIN
PAINTED SHIFT LEVER, SOLID LINKAGE
WATER TO OIL TRANSMISSION COOLER, IN
RADIATOR END TANK
SYNTHETIC TRANSMISSION LUBE

Front Axle and Equipment

MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74
INCH DROP SINGLE FRONT AXLE
MERITOR 16,5X6 Q+ CAST SPIDER CAM FRONT
BRAKES, DOUBLE ANCHOR, FABRICATED
SHOES
NON-ASBESTOS FRONT BRAKE LINING
CONMET CAST IRON FRONT BRAKE DRUMS
FRONT BRAKE DUST SHIELDS
FRONT OIL SEALS
VENTED FRONT HUB CAPS WITH WINDOW,
CENTER AND SIDE PLUGS - OIL
STANDARD SPINDLE NUTS FOR ALL AXLES
HALDEX AUTOMATIC FRONT SLACK
ADJUSTERS WITH STAINLESS STEEL CLEVIS
PINS
STANDARD KING PIN BUSHINGS
TRW THP-60 POWER STEERING WITH RCH45
AUXILIARY GEAR
POWER STEERING PUMP
4 QUART POWER STEERING RESERVOIR
OIL/AIR POWER STEERING COOLER
SYNTHETIC 50W FRONT AXLE LUBE

Front Suspension

20,000# FLAT LEAF FRONT SUSPENSION
GRAPHITE BRONZE BUSHINGS WITH SEALS -
FRONT SUSPENSION



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Description

FRONT SHOCK ABSORBERS

Rear Axle and Equipment

RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE
4.89 REAR AXLE RATIO
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES
DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES
(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE
INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH
INDICATOR LIGHT FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH
MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
NON-ASBESTOS REAR BRAKE LINING
BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)
CONMET CAST IRON REAR BRAKE DRUMS
REAR BRAKE DUST SHIELDS
REAR OIL SEALS
BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS
HALDEX AUTOMATIC REAR SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS
SYNTHETIC 75W-90 REAR AXLE LUBE

Rear Suspension

TUFTRAC 46,000# REAR SPRING SUSPENSION
TUFTRAC STANDARD RIDE HEIGHT
AXLE CLAMPING GROUP
56 INCH AXLE SPACING
FORE/AFT AND TRANSVERSE CONTROL RODS
REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)



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Description

Brake System

WABCO 4S/4M ABS
REINFORCED NYLON, FABRIC BRAID AND WIRE
BRAID CHASSIS AIR LINES
FIBER BRAID PARKING BRAKE HOSE
STANDARD BRAKE SYSTEM VALVES
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE,
NO REAR PROPORTIONING VALVE
BW AD-9 BRAKE LINE AIR DRYER WITH HEATER
BENDIX OIL COALESCING FILTER FOR AIR
DRYER
AIR DRYER MOUNTED OUTBOARD ON LH RAIL
STEEL AIR BRAKE RESERVOIRS, NO TRIPLE OR
TORPEDO TANKS
CLEAR FRAME RAIL 36 INCHES FROM BACK OF
CAB INSIDE/OUTBOARD AND BELOW RH FRAME
RAIL
PULL CABLE ON WET TANK, PETCOCK DRAIN
VALVES ON ALL OTHER AIR TANKS

Trailer Connections

NO TRAILER RECEPTACLE BRACKET

Wheelbase & Frame

5450MM (215 INCH) WHEELBASE
1/2X3.64X11-7/8 INCH STEEL FRAME
(12.7MMX301.6MM/0.5X11.88 INCH) 120KSI
PARTIAL INNER FRAME REINFORCEMENT AT
FRONT SUSPENSION
BODY COMPANY INSTALLED ADDITIONAL
FRONT FRAME REINFORCEMENT FOR SNOW
PLOW
1900MM (75 INCH) REAR FRAME OVERHANG
FRAME OVERHANG RANGE: 71 INCH TO 80
INCH
24 INCH INTEGRAL FRONT FRAME EXTENSION
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) :
133.35 in
CALCULATED EFFECTIVE BACK OF CAB TO
REAR SUSPENSION C/L (CA) : 130.35 in
CALC'D FRAME LENGTH - OVERALL : 341.06
FRAME HEIGHT TOP FRONT UNLADEN : 44.59 in
FRAME HEIGHT TOP FRONT LADEN : 41.12 in



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FRAME HEIGHT TOP REAR UNLADEN : 45.23 in
FRAME HEIGHT TOP REAR LADEN : 42.53 in
CALCULATED FRAME SPACE LH SIDE : 35.11 in
CALCULATED FRAME SPACE RH SIDE : 184.56 in
CALC'D SPACE AVAILABLE FOR DECKPLATE : 133.78 in
SQUARE END OF FRAME
REAR TOW HOOKS
STANDARD WEIGHT ENGINE CROSSMEMBER
STANDARD CROSSMEMBER BACK OF TRANSMISSION
STANDARD MIDSHIP #1 CROSSMEMBER(S)
STANDARD REARMOST CROSSMEMBER
HEAVY DUTY SUSPENSION CROSSMEMBER
STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER

Chassis Equipment

OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203
FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS
GRADE 8 THREADED HEX HEADED FRAME FASTENERS
EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE

Fuel Tanks

100 GALLON/378 LITER ALUMINUM FUEL TANK - LH
25 INCH DIAMETER FUEL TANK(S)
PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS
FUEL TANK(S) FORWARD
PLAIN STEP FINISH
CHROME FUEL TANK CAP(S)
DAVCO 487 FUEL/WATER SEPARATOR WITH ESOC AND 12 VOLT PREHEATER
EQUIFLO INBOARD FUEL SYSTEM
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE



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	Description
Tires	FUEL COOLER MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES MICHELIN XDS 12R22.5 16 PLY RADIAL REAR TIRES
Hubs	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Wheels	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS NO FRONT HUB COVERS FRONT WHEEL MOUNTING NUTS REAR WHEEL MOUNTING NUTS NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES
Cab Exterior	110 INCH BBC STEEL CONVENTIONAL CAB WESTERN STAR PAINTED ALUMINUM CAB SKIRT AIR CAB MOUNTS WITH CHECK VALVE STAINLESS STEEL SILL PLATES WITH RACEWAY NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE NO SLEEPER DOOR FRONT FENDERS 2 INCH FENDER EXTENSIONS LH AND RH EXTERIOR GRAB HANDLES WITH RUBBER INSERTS AND RH INTERIOR GRAB HANDLE MOUNTED TO A POST STATIONARY BRIGHT FINISH GRILLE CHROME HOOD MOUNTED AIR INTAKE GRILLE GALVANEALD STEEL SEVERE SERVICE CAB FIBERGLASS HOOD WITH ACCESS HATCHES



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Description

DUAL HADLEY SD-978 26 INCH RECTANGULAR
AIR HORNS
SINGLE ELECTRIC HORN
DUAL HORN SHIELDS
DOORS AND IGNITION KEYED THE SAME
REAR LICENSE PLATE MOUNT END OF FRAME
DUAL AMBER LED CLASS II STROBE LIGHTS
WITH STAINLESS STEEL BRACKETS ABOVE
CAB DOORS
SINGLE RECTANGULAR H4 HALOGEN
HEADLIGHTS WITH BRIGHT BEZELS
LED MARKER LAMPS
WIRING AND SWITCH FOR CUSTOMER
FURNISHED SNOW PLOW LAMPS WITH DUAL
CONNECTIONS AT BUMPER
DAYTIME RUNNING LIGHTS
INTEGRAL STOP/TAIL/BACKUP LIGHTS
STANDARD FRONT TURN SIGNAL LAMPS
DUAL STAINLESS STEEL HEATED MIRRORS
WITH LIGHTS
DOOR MOUNTED MIRRORS
102 INCH EQUIPMENT WIDTH
LH AND RH SUREPLUS 574 8 INCH BRIGHT
FINISH HEATED CONVEX MIRRORS WITH
SEPARATE ADJUSTMENT, MOUNTED BELOW
MIRROR
RH DOWN VIEW MIRROR
STANDARD SIDE/REAR REFLECTORS
STAINLESS STEEL EXTERIOR SUN VISOR
17.5X35 INCH TINTED REAR WINDOW
TINTED DOOR GLASS
MANUAL DOOR WINDOW REGULATORS
2-PIECE TINTED CURVED GASKET MOUNTED
HEATED WINDSHIELD
2 GALLON WINDSHIELD WASHER RESERVOIR
WITH FLUID LEVEL INDICATOR, MOUNTED
UNDER CAB, WITH REMOTE FILL

Cab Interior

GRAY VINYL BASE INTERIOR
BLACK HARD TRIM
BASE LEFT HAND DOOR TRIM



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Description

BASE RIGHT HAND DOOR TRIM
BLACK MATS WITH DOUBLE INSULATION
DASH MOUNTED ASH TRAY AND (1) POWER
OUTLET
NO STORAGE-CAB INT,LH WALL,LOWER
NO STORAGE-CAB INT, RH WALL, LOWER
NO STORAGE-CAB INT,LH WALL,UPPER
NO STORAGE-CAB INT,RH WALL,UPPER
FORWARD ROOF MOUNTED CONSOLE
LH AND RH DOOR MAP POCKETS
(2) COAT HOOKS ON BACKWALL OF CAB
(1) CUP HOLDER MOUNTED IN BOTTOM
CENTER OF DASH
TWO-TONE CHARCOAL UPPER/COOL GRAY
LOWER SOFT TOUCH WING DASH WITH BLACK
DRIVER SIDE COSMETIC UNDER DASH COVER
WIRING FOR PCB BASED ARCHITECTURE AND
VOCATIONAL OPTIONS
5 LB. FIRE EXTINGUISHER
HEATER, DEFROSTER AND AIR CONDITIONER
WITH CONSTANT OUTLET TEMPERATURE
CONTROL
HVAC DUCTING WITH FOAM MAIN FRESH AIR
FILTER
MAIN HVAC CONTROLS WITH RECIRCULATION
SWITCH
NO AUXILIARY HVAC UNIT
STANDARD HEATER PLUMBING WITH BALL
SHUTOFF VALVES AT SUPPLY LINES ONLY
VALEO HEAVY DUTY A/C REFRIGERANT
COMPRESSOR
RADIATOR MOUNTED AIR CONDITIONER
CONDENSER
BINARY CONTROL, R-134A
CAB INSULATION
AUTOMATIC SELF-RESET CIRCUIT
BREAKERS/FUSES IN DASH POWER
DISTRIBUTION BOXES AND FUSES IN
AUXILIARY POWER DISTRIBUTION BOXES
DOOR ACTIVATED DOME LIGHT, UNDER DASH
LIGHT AND LH AND RH DOOR MOUNTED
COURTESY LIGHTS



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Description

CAB DOOR LATCHES WITH MANUAL DOOR
LOCKS
NO MATTRESS
TRIANGULAR REFLECTORS KIT WITHOUT
FLARES SHIPPED LOOSE IN CAB
BASIC HIGH BACK AIR SUSPENSION DRIVER
SEAT WITH 1 CHAMBER AIR LUMBAR,
INTEGRATED CUSHION EXTENSION AND REAR
CUSHION TILT
BATTERY BOX MID BACK NON SUSPENSION
PASSENGER SEAT
DUAL DRIVER SEAT ARMRESTS, NO
PASSENGER SEAT ARMRESTS
BLACK MORDURA CLOTH DRIVER SEAT COVER
BLACK MORDURA CLOTH PASSENGER SEAT
COVER
3 POINT DRIVER AND PASSENGER SEAT BELT
RETRACTORS.
ADJUSTABLE TILT AND TELESCOPING
STEERING COLUMN
4-SPOKE 18 INCH (450MM) LEATHER WRAPPED
STEERING WHEEL WITH SWITCHES
DRIVER AND PASSENGER INTERIOR SUN
VISORS

Instruments & Controls

NON-ADJUSTABLE SUSPENDED PEDALS
ELECTRONIC FOOT ACCELERATOR
BRIGHT ARGENT FINISH GAUGE BEZELS
BLACK DRIVER INSTRUMENT PANEL
BLACK CENTER INSTRUMENT PANEL
LOW AIR PRESSURE INDICATOR LIGHT AND
AUDIBLE ALARM
2 INCH PRIMARY AND SECONDARY AIR
PRESSURE GAUGES
INTAKE MOUNTED AIR RESTRICTION
INDICATOR WITH GRADUATIONS
97 DB BACKUP ALARM
ELECTRONIC CRUISE CONTROL WITH
CONTROLS ON STEERING WHEEL SPOKES
KEY OPERATED IGNITION SWITCH AND
INTEGRAL START POSITION; 4 POSITION
OFF/RUN/START/ACCESSORY



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Description

ICU4ME DRIVER MESSAGE CENTER WITH GRAPHICAL DISPLAY, BLACK FACE GAUGES, DIAGNOSTICS AND DATA LINKED
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
2 INCH ELECTRIC FUEL GAUGE
FUEL FILTER RESTRICTION INDICATOR
EMISSIONS LIMITED IDLE ADJUST
NO ADDITIONAL EXTRA SWITCH ACCUATORS
CUSTOMER INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH BLUNTCUTS
NO PREWIRED HIGH POWER CIRCUIT
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
ENGINE OIL TEMPERATURE GAUGE
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE
ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER
CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS
ELECTRIC ENGINE OIL PRESSURE GAUGE
AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939
ROOF/OVERHEAD CONSOLE MOUNTED RADIO
(4) RADIO SPEAKERS IN CAB
POWER AND GROUND WIRING FOR CB RADIO IN OVERHEAD CONSOLE
ROOF/OVERHEAD CONSOLE CB RADIO PROVISION
MULTI-BAND AM/FM/WB/CB DUAL MIRROR MOUNTED ANTENNA SYSTEM
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITH ODOMETER
STANDARD VEHICLE SPEED SENSOR
ELECTRONIC 3000 RPM TACHOMETER
VT-HU CONNECTIVITY PLATFORM HARDWARE
2 YEARS DETROIT CONNECT BASE PACKAGE (VIRTUAL TECHNICIAN, DETROIT CONNECT PORTAL ACCESS) FOR VT-HU CONNECTIVITY PLATFORM



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Description

IDLE SHUTDOWN OVERRIDE, DDEC 5/6
 AMBIENT AIR TEMPERATURE SENSOR
 FOUR EXTRA SWITCHES IN DASH
 HARDWIRE SWITCH #1, ON/OFF/ON
 MOMENTARY, 10 AMPS IGNITION WIRED TO
 CUSTOMER INTERFACE CONNECTOR
 HARDWIRE SWITCH #2, ON/OFF LATCHING, 20
 AMPS IGNITION WIRED TO CUSTOMER
 INTERFACE CONNECTOR
 HARDWIRE SWITCH #3, ON/OFF LATCHING, 20
 AMPS IGNITION WIRED TO CUSTOMER
 INTERFACECONNECTOR
 HARDWIRE SWITCH #4, ON/OFF LATCHING, 20
 AMPS IGNITION WIRED TO CUSTOMER
 INTERFACECONNECTOR
 NO HARDWIRE SWITCH #5, ON/OFF LATCHING,
 WIRED TO CUSTOMER INTERFACE
 CONNECTOR
 NO HARDWIRE SWITCH #6, ON/OFF LATCHING,
 WIRED TO CUSTOMER INTERFACE
 CONNECTOR
 NO HARDWIRE SWITCH #7, ON/OFF LATCHING,
 WIRED TO CUSTOMER INTERFACE
 CONNECTOR
 NO HARDWIRE SWITCH #8, ON/OFF LATCHING,
 WIRED TO CUSTOMER INTERFACE
 CONNECTOR
 NO HARDWIRE SWITCH #9, ON/OFF LATCHING,
 WIRED TO CUSTOMER INTERFACE
 CONNECTOR
 NO HARDWIRE SWITCH #10, ON/OFF
 LATCHING, WIRED TO CUSTOMER INTERFACE
 CONNECTOR
 REAR SPRING LOADED HAND CONTROL BRAKE
 VALVE
 DIGITAL VOLTAGE DISPLAY INTEGRAL WITH
 DRIVER DISPLAY
 SINGLE ELECTRIC WINDSHIELD WIPER MOTOR
 WITH DELAY AND ARCTIC TYPE BLADES
 CAB/TRAILER MARKER LIGHT SWITCH WITH
 SEPARATE HEADLIGHT SWITCH WITH
 HDLP/MRKR INTERRUPT SWITCH ON STEERING
 WHEEL & DASH SW FOR CUSTOMER
 FURNISHED SNOWPLOW LTS
 ONE VALVE PARKING BRAKE SYSTEM WITH
 WARNING INDICATOR



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Description
MANUAL TURN SIGNAL SWITCH, HEADLAMP
HIGH/LOW AND FLASH,
WASH/WIPE/INTERMITTENT
PACIFIC INSIGHT ELECTRONIC FLASHER

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L2832EB YELLOW ELITE BC
CAB INTERIOR PAINTED SAME AS CAB COLOR
BLACK, HIGH SOLIDS POLYURETHANE CHASSIS
PAINT
POWDER WHITE (N0006EA) FRONT
WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
POWDER WHITE (N0006EA) REAR
WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES
CABS AND GLIDER KITS

Secondary Factory Options

CORPORATE PDI CENTER IN-SERVICE ONLY

Raw Performance Data

CALC'D FRAME LENGTH - OVERALL : 341.06
CALCULATED EFFECTIVE BACK OF CAB TO
REAR SUSPENSION C/L (CA) : 130.35 in
CALC'D SPACE AVAILABLE FOR DECKPLATE :
133.78 in

Extended Warranty

EW4: DD13 VOC \$0 DED 7 YEARS/150,000 MILES/241,500 KM FEX
APPLIES

Dealer Installed Options

Weight
Front

Weight
Rear

Application Version 11.1.602
Data Version PRL-20T.024
ALBANY COUNTY_4700



11/05/2019 8:37 AM

Page 16 of 17

Prepared for:
Scott Duncan
Albany County Dpw
449 New Salem Rd

Voorheesville, NY 12186
Phone: 518-655-7906

Prepared by:
Brendan Geiss
TRACEY ROAD EQUIPMENT,
INC.
6803 MANLIUS CENTER ROAD
EAST SYRACUSE, NY 13057
Phone:

RH SPRING BUILD-UP	0	0
Total Dealer Installed Options	0 lbs	0 lbs

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.





**Cives Corporation, dba
Viking Cives (USA)
14331 Mill Street
Harrisville, NY 13648
Phone: (315) 543-2321
Fax: (315) 543-2366
www.vikingcives.com**

QUOTATION

Quote ID: 80736
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ONONDAGA 2018
Catalog

Customer: ALBANY COUNTY DPW
Contact:
Address: 449 NEW SALEM ROAD
VOORHEESVILLE, NY 12186

Phone: 518-765-2055
Fax:
Attn: SCOTT DUNCAN

Quote Number: 80736
Quote Date: 10/29/2019
Quote valid until: 12/29/2019
For: TANDEM EQUIPMENT
Terms: Net 30 days
Salesperson: DAVE MCBURNIE
FOB: Destination

QUANTITY	DESCRIPTION		
	HITCH FOR FACTORY MOUNTS - Hitches with mtg. bolts & nuts, pins (P10)		
1	S10500F - Custom Hitch Plow & Wing Mount-Power Tilt (incl. yoke)		
1	S10996 - Access Step		
1	S11010 - 4" x 10" DA Cylinder		
1	S12200 - Pump Bracket, Chelsea PTO		
1	S13010 - Push Center, 30-1/2"		
1	S75037 - Lift Group - Double Chain		
1	S15100F - Quick Disconnects for Lift Cylinder		
	HYDRAULICS		
1	S20100F - Permco P3000 Tandem Pump w/Chelsea PTO - cable shift (29 gpm)		
1	S22030F - 40 Gallon (RH) Cabinet Mount Reservoir (for H600 Series Rear Mast)		
2	S22110 - Hydraulic Oil Line Shut Off (1-1/4" Standard) (each)		
1	S22117F - Low Oil Sensor (for cabinet tank)		
1	S22120 - Return Line Manifold		
1	S23140 - Five Spool Valve		
1	S24210F - Cab Control, Two Handle Floor Mount- air operated		
1	S24230F - Cab Control, Three Handle Pedestal Mount-air operated		
1	S24280F - Regulator/Oiler/Separator Kit for Units with Two Air Cab Controls		
1	S26430SF - Hose Kit - Full Mount with SS tubing pressure lines to front of truck		
	SANDER CONTROLS		
1	S20001F - REXROTH CS-520 Electronic Sander Control		
1	S25015 - Controller Plumbed to Rear of Truck Cab		
	FRONT MAST		
1	S30700F - FH33 Hydraulic Assembly w/mtg. brk't (3 x 33 cyl.)		
1	S33300F - Full Trip Hinge		
1	S34000F - Quick Disconnects for Front Wing Cylinder (1 per front mast)		
	REAR MAST		
1	S40516F - HC109650 (RH) Rear Mast Assembly (poly cyl. & valve box covers)		
1	S40320F - 5/8" wire rope cable (for use with Hydraulic (FH - FAH) Front Mast)		
	ONE WAY SNOWPLOW		



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QUANTITY	DESCRIPTION		
1	S50111 - 2654HSE9 Moldboard (RH)		
1	S50201 - Fabricated Nose Piece		
1	S50360 - Carbide Blade with steel cover, 12" punching, 132" for Moldboard		
1	S50504 - Compression Spring One Way Pushframe, Compact (includes inner arm)		
1	S52410 - 30-1/2" pushlug swivel, new		
1	S50580 - 12" dia. Adj. Mushroom Shoes, cast (pair)		
	HEAVY DUTY WING PLOW - includes one shoe, (no blades)		
1	S60016 - 1112WHD RH WING WELDMENT w/curved moldboard		
1	S60720 - Carbide Blade, 12" punch, with steel cover blade for 144 Wing		
1	S61030 - HD Full Trip Arms (cushion spring lower)		
	ACCESSORIES		
1	S70010F - Plow Lights (std) (for use with one way plows)		
2	S70100F - Wing Light (std)		
1	S70110F - Sander Light (std)		
1	S70121F - LED Lights Stop/Tail/Turn - back of body (pair)		
1	S70386F - LED Back Up Lights - back of body (pair)		
1	S70388F - LED Strobe Amber Flashing Lights - back of body (pair)		
1	S70135X - Pintle Hook / Custom Closure Plate		
	Viking Proline Heavy Weight (HW II) Combination Body Includes the following Standard Equipment: Air Tailgate, Conveyor Return Poly Cover 3/16" Corten - Rust Resistant Alloy, 65,000 psi Tensile, 50,000 psi Yield Strength 1/4" Hardox Conveyor Floor Wear Plate 1/4" Corten Formed Longsills with Auto Tensioning System Single Direction Main Conveyor with Planetary Drive (Front) 667X Conveyor Chain with Flights Every Other Link Steel Conveyor Cover Access Ladder and Zinc Primer Auto Chain Tensioner		
1	ON10143 - Proline (HW) PL1415HW II 14' Combination Body		
1	ON10147 - Spinner, Front LH Discharge Cross Conveyor		
1	S70822F - Spinner & Chute Rotated Mounting Assembly		
1	ON10156 - Coal Door in Tailgate		
1	ON10161 - Material Screens for 1415HW II w/ Vertical Gate		
1	ON10170 - 1/2 Cab Shield, 24" Corten		
1	ON10174X - Spreader Apron for HW II Corten - (as per Customer)		
	Pioneer EDD Series Tarping System - includes windscreen and heavy duty black mesh cover		
1	GS71280F - PIONEER EDD-1500DA - Electric Direct Drive Heavy Duty System - for 12' to 15' Proline Body		
1	GS71216 - Spring Loaded Tension Hoop (aluminum)		



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QUANTITY	DESCRIPTION		
1	GS71221 - Rectangular Deluxe Asphalt Tarp Upgrade		
	FACTORY INSTALL		
1	S79010F - Factory Install - Full Mount Plow System		
1	S79100F - Factory Install - Plow Lights		
1	S79110F - Factory Install - Wing Light		
1	S79115F - Factory Install - Sander Light		
1	S79150F - Factory Install - Dump valve section		
1	S79180F - Factory Install - Electric Spreader control (plumbed to rear of cab)		
1	S79210F - Factory Install - Dump Body - Combination Style (front discharge)		
1	S79310F - Factory Install - Tarp System, electric		
This Equipment Requires 126-130" CT and Min 60" AF Furnish Tailplates with Hitch Customer Requests wing arm bumper on rear slide Install cross conveyor spill shield per Customer Sander Control mounted as per Customer Install stone shield over coal door tracks (see CEO7395) Custom Rear Apron VCU (2) Gate spreader chain anchors on rear of body *VCU – Order Body with: Rear post light holes in raised position, Ladder mounted left front, Inside steps, Short fender mod, No tarp holes in fenders, Vertical rear posts, Extended screens for vertical posts, Outboard gate chains		Quote Total: \$114,166.00 Discount: (\$37,446.45) Total Cost For Equipment: \$76,719.55 Charges 230 Total Due \$76,949.55	Delivery to Truck Dealer

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

The price and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of material and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

◆ Typographical and stenographic errors subject to corrections. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.



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- ◆ Conditions not specifically stated herein shall be governed by the established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.
- ◆ Unless otherwise stated, Installation charges do not include modifications to exhaust systems, cab protectors or bumpers.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Lisa Ramundo
Department of Public Works

FROM: Karen Storm *Karen Storm*
Purchasing Agent

DATE: January 13, 2020

RE: Purchase from Onondaga Contract #8996

I am in receipt of your recommendation to purchase two (2) tandem dump trucks by piggybacking from the Onondaga Contract #8996.

As I have reviewed the bidding documentation supplied to us by Onondaga County, I concur that we are eligible to purchase from this contract, and the proper discounts have been applied to the pricing.

Please obtain the necessary contract approval from the Albany County Legislature.

RESOLUTION NO. 519

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

Introduced: 11/12/19

By Audit and Finance Committee:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Those opposed - 0

Resolution was adopted - 11/12/19

RESOLUTION NO. 321

AUTHORIZING AN AGREEMENT WITH TRACEY ROAD EQUIPMENT,
INC. REGARDING THE PURCHASE OF FIVE TANDEM DUMP TRUCKS

Introduced: 8/12/19

By Public Works Committee:

WHEREAS, The Commissioner of the Albany County Department of Public Works has requested authorization to enter into an agreement with Tracey Road Equipment, Inc. in an amount not to exceed \$1,024,179 regarding the purchase and delivery of five tandem dump trucks in accordance with the Public Works Vehicle and Truck Replacement Program for the term commencing September 1, 2019 and ending August 31, 2020, and

WHEREAS, The Department of Public Works, through the County Purchasing Agent, utilizing an existing Onondaga County bid process, has recommended Tracey Road Equipment, Inc. as the lowest responsible bidder for the purchase and delivery of five tandem dump trucks and any warranty work, service and parts for the vehicles, and

WHEREAS, The Commissioner indicated that the purchase and delivery of five tandem dump trucks and any warranty work, service and parts for the vehicles will cost \$1,024,179, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Tracey Road Equipment, Inc., Albany, NY 12205 in an amount not to exceed \$1,024,179 regarding the purchase and delivery of five tandem dump trucks and any warranty work, service and parts for the vehicles for the term commencing September 1, 2019 and ending August 31, 2020, and, be it further

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

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

Adopted by unanimous vote - 8/12/19



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

January 8, 2020

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Maser Consulting P.A. for the Design & Construction Inspection Services for CR252 (Knox Cave Rd.) Highway Improvement Project.

The County Purchasing Agent received five (5) proposals for this project. Our engineering staff reviewed the proposals and recommended the award of this contract to Maser Consulting P.A. based on the best understanding of the scope of this project. The total contract amount shall not exceed \$121,400.00.

This project is approximately 3.6 miles long and is from NY156 to NY157A in the Towns of Berne and Knox. Work includes milling out top course and binder course asphalt approximately 4" deep, recycling in-place the base course asphalt (3") and 2-3" of the subbase, add liquid asphalt, add stone and compact. Then place 2 1/2" of binder course and 1 1/2" of top course asphalt over the recycled base. Revisions to existing stormwater drainage and guiderail as necessary. Replace road signage and stripe roadway.

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

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1370, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization for an Agreement with Maser Consulting P.A.

Date: January 8, 2020
 Submitted By: Lisa M. Ramundo
 Department: Public Works
 Title: Commissioner
 Phone: 518-765-2055
 Department Rep.
 Attending Meeting: Lisa M. Ramundo

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Maser Consulting P.A.
18 Computer Dr. East
Suite 203
Albany, NY 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$121,400.00
Scope of Services: Design and Construction Inspection

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: HHT25197.22000R

Appropriation Amount: \$121,400.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 4/1/2020-4/30/2021

Length of Contract: One Year

Impact on Pending Litigation Yes No

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Maser Consulting P.A. for the Design & Construction Inspection Services for CR252 (Knox Cave Rd.) Highway Improvement Project.

The County Purchasing Agent received five (5) proposals for this project. Our engineering staff reviewed the proposals and recommended the award of this contract to Maser Consulting P.A. based on the best understanding of the scope of this project. The total contract amount shall not exceed \$121,400.00.

This project is approximately 3.6 miles long and is from NY156 to NY157A in the Towns of Berne and Knox. Work includes milling out top course and binder course asphalt approximately 4" deep, recycling in-place the base course asphalt (3") and 2-3" of the subbase, add liquid asphalt, add stone and compact. Then place 2 ½" of binder course and 1 ½" of top course asphalt over the recycled base. Revisions to existing stormwater drainage and guiderail as necessary. Replace road signage and stripe roadway.

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



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

DANIEL P. McCOY
 COUNTY EXECUTIVE

DAVID M. LATINA
 COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
 PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
 Public Works

FROM: Karen Storm *Karen*
 Purchasing Agent

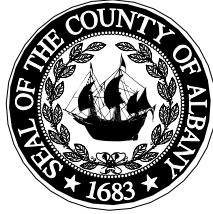
DATE: January 8, 2020

RE: RFP#2019-143, CR252 Knox Cave Road, Highway Improvement Project Design
 and Construction Inspection Services.

I am in receipt of your recommendation to award the aforementioned Request for Proposals to Maser Consulting P.A. in the amount of \$121,400.00.

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 Maser Consulting P.A. for an award.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Karen Storm, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: January 7, 2020

RE: RFP #2019-143
Project #19-C554
CR252 (Knox Cave Rd.) Highway Improvement Project
Design and Construction Inspection Services

Upon review of the five (5) proposals that were received regarding the aforementioned project, I would like to recommend Maser Consulting P.A. for the award in the amount not to exceed \$121,400.00.

I have attached a copy of our Engineering Divisions recommendation along with the rating sheets.

If you have any questions, please feel free to contact my office.

LMR:ct



DANIEL P. McCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

Memorandum

TO: Lisa M. Ramundo, Commissioner

FROM: Bill Anslow, Civil Engineer

DATE: January 7, 2020

RE: RFP#2019-143
Project #19-C554
CR252 (Knox Cave Rd.)
Highway Improvement Project
Design & Construction Inspection Services

Attached please find the rating tally sheet for the subject project. After reviewing all five (5) of the RFP's, we recommend the project be awarded to Maser Consulting P.A. on the basis of the best understanding of the scope of the project. Total contract amount not to exceed \$121,400.00.

Please let me know if you have any questions.

WA:ct

RATING SHEET
RFP 2019-143
Design Construction Inspection Services
Knox Cave Rd. (CR 252)

	Creighton Manning Engineering	Roit Albert	GPI	Maser Consulting	MJ Engineering
Bill	9.300	7.650	8.625	9.400	9.250
Chris	9.100	7.913	8.400	9.675	9.213
Jim	7.750	6.575	6.725	7.900	7.720
Tony	9.100	8.450	8.600	9.900	9.050
Totals	35.250	30.588	32.350	36.875	35.233
Average	8.813	7.647	8.088	9.219	8.808
Rank	2	5	4	1	3

EVALUATION SCORE SHEET
RFP 2019-143
Design + Construction Inspection Services
Knox Cave Rd. (CR 252)

PROPOSER	CME		Eot Albert		GPI		Maser Consulting		MJ Engineering		
	Weight										
Proposers Comprehension of the Required Scope of Services (work)	20%	9	1.800	8	1.600	9.5	1.900	9	1.800	9.5	1.900
Prior Experience in Similar Projects	20%	10	2.000	8	1.600	9	1.800	9	1.800	9	1.800
Total Proposed Price	25%	8	2.000	7	1.750	6.5	1.625	10	2.500	9	2.250
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	20%	10	2.000	6	1.200	9	1.800	9	1.800	9	1.800
Professional Qualifications (Evaluation of employees' resumes)	10%	10	1.000	10	1.000	10	1.000	10	1.000	10	1.000
Client References	5%	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500
			9.300	7.650	8.625	9.400	9.250				

Name: Wm Anderson

Date: 1/7/2020

EVALUATION SCORE SHEET
RFP 2019-143
Design + Construction Inspection Services
Knox Cave Rd. (CR 252)

PROPOSER	Criteria	Weight	CME		Fort Albert		GPI		Master Consulting		MJ Engineering	
Proposers Comprehension of the Required Scope of Services (work)		20%	9.5	1.900	9	1.800	8	1.600	9.75	1.950	9.5	1.900
Prior Experience in Similar Projects		20%	9.5	1.900	9	1.800	10	2.000	9.5	1.900	9.5	1.900
Total Proposed Price		25%	8	2.000	7	1.750	6.5	1.625	10	2.500	9	2.250
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)		20%	9.75	1.950	6	1.200	9	1.800	9.5	1.900	9	1.800
Professional Qualifications (Evaluation of employees' resumes)		10%	8.75	0.875	9	0.900	8.75	0.875	9.5	0.950	9	0.900
Client References		5%	9.5	0.475	9.25	0.463	10	0.500	9.5	0.475	9.25	0.463
				9.100		7.913		8.400		9.675		9.213


Name: *Christina Kachorian*

Date: 1/7/2020

EVALUATION SCORE SHEET
RFP 2019-143
Design + Construction Inspection Services
Knox Cave Rd. (CR 252)

1/7/2020

PROPOSER	Criteria	Weight	CME		Foit Albert		GPI		Maser Consulting		MJ Engineering	
Proposers Comprehension of the Required Scope of Services (work)		20%	10	2,000	10	2,000	9	1,800	10	2,000	9	1,800
Prior Experience in Similar Projects		20%	10	2,000	9	1,800	10	2,000	10	2,000	10	2,000
Total Proposed Price		25%	8	2,000	7	1,750	6.5	1,625	10	2,500	9	2,250
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)		20%	9	1,800	8	1,600	9	1,800	9.5	1,900	8	1,600
Professional Qualifications (Evaluation of employees' resumes)		10%	8	800	8	800	9	900	10	1,000	9	900
Client References		5%	10	500	10	500	9.5	475	10	500	10	500
				9,100		8,450		8,600		9,900		9,050

Name: 

Date: 1/7/2020

EVALUATION SCORE SHEET
RFP 2019-143
Design + Construction Inspection Services
Knox Cave Rd. (CR 252)

1/7/2020

PROPOSER	Criteria	Weight	CME		Foit Albert		GPI		Maser Consulting		M/J Engineering	
Proposers Comprehension of the Required Scope of Services (work)		20%	8.5	1.700	5	1.000	6.25	1.250	7	1.400	7.1	1.420
Prior Experience in Similar Projects		20%	7	1.400	7	1.400	7	1.400	7	1.400	6.5	1.300
Total Proposed Price		25%	8	2.000	7	1.750	6.5	1.625	10	2.500	9	2.250
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)		20%	7.5	1.500	7	1.400	7	1.400	7	1.400	8.25	1.650
Professional Qualifications (Evaluation of employees' resumes)		10%	7.5	0.750	7	0.700	7	0.700	8	0.800	7	0.700
Client References		5%	8.000	0.400	6.5	0.325	7	0.350	8	0.400	8	0.400
				7.750		6.575		6.725		7.900		7.720

Name: 

Date: 1/7/2020

RFP#2019-143

CR252 Knox Cave Rd. Highway Improvement Project
Design and Construction Inspection

VENDOR	Maser	MJ Engineering	Creighton Manning	Foit Albert	GPI
Design	\$30,900	\$25,000.00	\$46,630.00	\$83,900	\$53,000.00
Construction Inspection	\$82,500.00	\$165,000.00	\$164,700.00	\$172,200.00	\$205,000.00
Testing	\$8000.00	\$8000.00	\$8000.00	\$8000.00	\$8000.00
TOTAL PROJECT COST	\$121,400.00	\$198,000.00	\$219,330.00	\$264,100.00	\$266,000.00

RESOLUTION NO. 246

**AUTHORIZING AN AGREEMENT WITH CHA CONSULTING, INC
REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES
FOR BRIDGE SUPERSTRUCTURE REPLACEMENT REGARDING CR253
(BOZENKILL ROAD) OVER THE NORFOLK SOUTHERN RAILROAD
TRACKS IN THE TOWN OF KNOX**

Introduced: 6/11/18

By Public Works Committee:

WHEREAS, After an RFP process, the Commissioner of the Department of Public Works has requested authorization to enter into an agreement with CHA Consulting, Inc. regarding design and construction inspection services for Bridge Superstructure Replacement for CR253 (Bozenkill Road) Over the Norfolk Southern Railroad Tracks in the Town of Knox in an amount not to exceed \$120,000 for the term commencing June 1, 2018 and ending November 30, 2019, and

WHEREAS, The Department of Public Works, through the County Purchasing Agent, issued a request for bids and on April 27, 2018 six bids were received pertaining to the project, and

WHEREAS, The Department engineering staff and County Purchasing Agent reviewed said bids and recommended awarding the contract to CHA Consulting, Inc., Albany, NY 12205 on the basis of the best understanding of the scope of work, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with CHA Consulting, Inc., Albany, NY 12205 for design and construction inspection services regarding Bridge Superstructure Replacement for CR253 (Bozenkill Road) Over the Norfolk Southern Railroad Tracks in the Town of Knox in an amount not to exceed \$120,000 for the term commencing June 1, 2018 and ending November 30, 2019, and, be it further

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

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

Adopted by unanimous vote - 6/11/18

COUNTY OF ALBANY

REQUEST FOR PROPOSALS ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS



**RFP #2019-143
PROJECT #19-C554
DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR
CR252 (KNOX CAVE RD.) HIGHWAY IMPROVEMENT
PROJECT**

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

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

TITLE: DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR CR252 (KNOX CAVE RD.) HIGHWAY IMPROVEMENT PROJECT ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAY ENGINEERING
RFP NUMBER: 2019-143

Receipt Confirmation Form

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

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

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

If a Bidders meeting has been arranged for this Bid, 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:

Courier Collect: _____ Mail _____

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

NON-PROPOSER RESPONSE
RFP #2019-143

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

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

Vendor Name: _____
Contact Person: _____
Vendor Address: _____
Vendor Telephone: _____

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2019-143**

Sealed Proposals for Design and Construction Inspection Services for CR252 (Knox Cave Rd.) Highway Improvement Project as requested by Albany County Department of Public Works, will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Thursday, January 2, 2020.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, starting by close of business (4:30 p.m.) on (Thursday, December 12, 2019).

Karen A. Storm
Purchasing Agent

Dated: December 5th, 2019
Albany, New York

PUBLISH ONE DAY – December 12, 2019 -- THE EVANGELIST
PUBLISH ONE DAY – December 12, 2019 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
DESIGN & CONSTRUCTION INSPECTION SERVICES FOR
CR252 (KNOX CAVE RD.) HIGHWAY IMPROVEMENT PROJECT
ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAY ENGINEERING
RFP #2019-143

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 design and construction inspection services for CR252 (Knox Cave Road) Highway Improvement Project, as requested by the Department of Public Works, Division of Highway Engineering.
- 1.2 The intent of these specifications is to furnish information to responsible proposers for the purpose of obtaining proposals to retain a NYS licensed engineer to provide complete design and construction inspection services as outlined in the Section 4: Scope of Services for the Rehabilitation of CR252 (Knox Cave Rd.) from NY156 to NY157A in the Towns of Berne and Knox.
- 1.3 The work for the proposed highway improvement project will consist of milling out top course and binder course asphalt approximately 4" deep, recycling in place base course asphalt (3") and 2-3" of subbase, add liquid asphalt, stone and compact. Then place 2 ½" of binder course asphalt and 1 ½" of top course asphalt, revisions to existing stormwater drainage system, revisions to existing guide rail and road signing and striping.
- 1.4 The total length of the project is approximately 3.6 miles long. In addition, the design engineer will provide the County completed permit applications for all required permits, including any environmental permits, to complete the work (e.g., U.S. Army Corps, NYS ORHP, NYSDEC etc.). The County will sign and forward permit applications to the appropriate agency.
- 1.5 A site location map is included with this package. In addition, original construction plans (as available) for the roadway may be viewed at the Department of Public Works, Highway Engineering Division in Voorheesville, NY, (upon appointment).

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 January 2, 2020** at the following address:

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

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

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

- 3.1 Provide the name, a brief history and description of your firm.
- 3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.
- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 Detail your firm's experience with projects similar in scope to that of this proposed design services for CR252 (Knox Cave Rd.). Include experience with inspection of these types of projects.
- 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 4.1 The successful Proposer will be required to provide the following engineering services and to submit a stamped set of plans and specifications for the subject highway rehabilitation project. The design will be in accordance with current AASHTO and NYSDOT Standard Specifications for highway construction, except as modified by, and with the written approval of the Albany County Department of Public Works, Division of Highway Engineering. NYSDOT Standard Specifications for Construction and Materials will be used wherever possible, with special specifications prepared only if necessary.
- 4.2 The successful Proposer will perform an in-depth field inspection of the existing roadway, including field measurements and photographs for the County's use. Existing record drawings will be used and verified where possible. The successful Proposer will provide all necessary provisions for maintenance and protection of traffic during the field inspection work.
- 4.3 Albany County DPW has a complete survey from a past project for the entire area. This will be provided to the awarded Proposer. This is available for review at the Highway Dept. located at 449 New Salem Rd. Voorheesville, NY 12186.

- 4.4 The successful proposer will provide design for rehabilitation of CR252 (Knox Cave Rd.) from NY157A to NY156. Work will include milling out the top and binder course asphalt \approx 4 inches deep. Recycle in-place existing base course \approx 3 inches deep and subbase course \approx 2-3" deep. Included in the recycling operation will be the injection of liquid asphalt and add stone as needed. Once the new base course is graded and compacted, 2 ½ inches of binder course and 1 ½" of top course will be placed and compacted.
- 4.5 Prepare preliminary plans and cost estimate for review and approval by the County.
- 4.6 Develop contract plans, specifications and bid documents based on approved preliminary plans.
- 4.7 Prepare a final construction estimate including highway rehabilitation work.
- 4.8 Meet with the County to review the plans, specifications and estimate. Modify the contract documents as required to address the County's comments.
- 4.9 Attend one public information meeting to discuss project, displaying the plans and explaining the project to the public. Any pertinent information from this meeting may be incorporated into the final plans.
- 4.10 Provide two sets of contract documents for the County's review.
- 4.11 Provide one set of final plans on 11x17 paper, and one in an electronic format compatible with the County's CADD system, and one copy of project manuals to the County for reproduction and distribution in paper form. Also, proposer will provide the County with 25 CD's with the plans and specifications loaded onto them.
- 4.12 Obtain ALL necessary permits as required (see Section 1.4). Provide County copies of all required permits.
- 4.13 Prepare an Advertisement to Bid for the County's distribution. Answer any questions received from potential bidders during the bid period.
- 4.14 Attend the construction bid opening, review the bids and recommend award of the contract.
- 4.15 Provide contract administration inclusive of attending preconstruction meeting, prepare meeting minutes, resolve contract disputes, review, approve and prepare change orders for approval by the County.
- 4.16 Provide two inspectors to perform full time on-site inspection services for the duration of this construction project. One inspector shall possess, at a minimum, NICET Level IV certification and shall have at least ten years of actual highway construction field experience. The second inspector shall possess, at a minimum, NICET Level II certifications, and two years of actual highway construction field experience. As part of the services required under this contract, the successful proposer shall:
 - a) Attend all preconstruction meetings and prepare meeting minutes.
 - b) Review all shop drawings associated with proposed construction and inform the County of approvals and any discrepancies.
 - c) Create and maintain inspection reports using the NYSDOT Appia Software, which upon completion of the constructions work, will be turned over to the County.

- d) Prepare a monthly estimate for work completed by contractor.
 - e) Review and prepare change order(s) to be submitted to the County for approval.
 - f) Assist the County with all construction contract disputes that arise while the contract is in effect.
 - g) Prepare final as-built drawings. Submit one paper copy along with a CD for County's files.
- 4.17 The consultant shall provide construction material testing services, as necessary, to meet all of the NYSDOT Standard Specifications.
- 4.18 PROPOSAL CONDITIONS AND ASSUMPTIONS
- a) The County will provide an AutoCAD file with the Albany County Standard Border for use by the proposer. The County will distribute the final plans and specifications for bidders.
 - b) The County will provide all survey required for the project including record plans, profiles and x-sections (in autocad 2004 format).
 - c) The design engineer will assist the County in preparing and obtaining all necessary permits required to complete the project. No environmental impact statement is anticipated. The project will be designed such that it will be in accordance with the NYSDEC requirements for environmental permits. The project is anticipated to be a SEQR Type II and, therefore, would require no further SEQR processing. Design engineer to prepare all permit applications and forward to the County for signature.
 - d) Attendance at public hearing and/or meeting will be required as part of this Scope of Services.
 - e) Final design plans should be completed and ready for letting in April 2020 with completion of construction anticipated for November 2020.
 - f) Assume up to 20 weeks of construction at 50 hrs/week when determining construction inspection cost. Construction Inspector will be required to keep track of all work being performed at all sites.
 - g) Assume possible utility conflicts with poles, buried cable, gas and water.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be from date of contract execution until six (6) months after completion of all work under the contract.
- 5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

- 6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services, and on the Cost Proposal Form included herein.
- 6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.
- 6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

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

SECTION I:

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

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

SECTION II:

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

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

SECTION III:

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

SECTION IV:

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

SECTION V:

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

SECTION VI:

Mandatory Documentation - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate (Attachment “A”), Acknowledgment by Proposer (Attachment “B”), and Vendor Responsibility Questionnaire (Attachment “C”); Iranian Energy Divestment Certification (Attachment “D”) and MS4-1 Certification Statement (Attachment “E”).

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated by a committee with representation from the Albany County Department of Public Works Division of Highway Engineering. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Proposer’s Comprehension of Required (work) Scope of Services	20%
Prior Experience in Similar Projects	20%
Total Proposed Price	25%
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	20%
Proposed Project Staffing-(Evaluation of Employees’ Resumes)	10%
Client References	5%

8.3 Proposals will be examined and evaluated by the Department of Public Works, Division of Highway Engineering with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties

SECTION 9: LIQUIDATED DAMAGES (NOT USED)

SECTION 10: ALTERNATIVES

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

SECTION 11: INDEMNIFICATION

11.1 The successful Proposer shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 12: SPECIFICATION CLARIFICATION

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

Karen A. Storm
Albany County Purchasing Agent
112 State Street, ***Room 1000***
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: Karen.storm@albanycountyny.gov

12.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.

12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.

13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable

satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:

- (a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
- (c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

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

15.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney:

- (a) Albany County shall be named as an additional insured on all liability policies. **Proposal number must appear on insurance certificate.**

(b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

15.3 No work shall be commenced under the contract until the successful Proposer has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the successful Proposer. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Proposer to procure and maintain any required insurance, shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

SECTION 16: REMEDY FOR BREACH

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

SECTION 17: CASH DISCOUNT

17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.

17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW

18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed

materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

- 19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 19.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.
- 19.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 20: PRIVACY OF PERSONAL HEALTH INFORMATION (NOT USED)

SECTION 21: ANTIDISCRIMINATION CLAUSE

- 21.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment

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

SECTION 22: EXTENSION OF CONTRACTS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK (NOT USED)

SECTION 23: INTERPRETATION

23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful Proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP; 3) the Contractor's proposal.

SECTION 24: NON APPROPRIATIONS CLAUSE

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

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

25.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

25.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

25.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

25.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

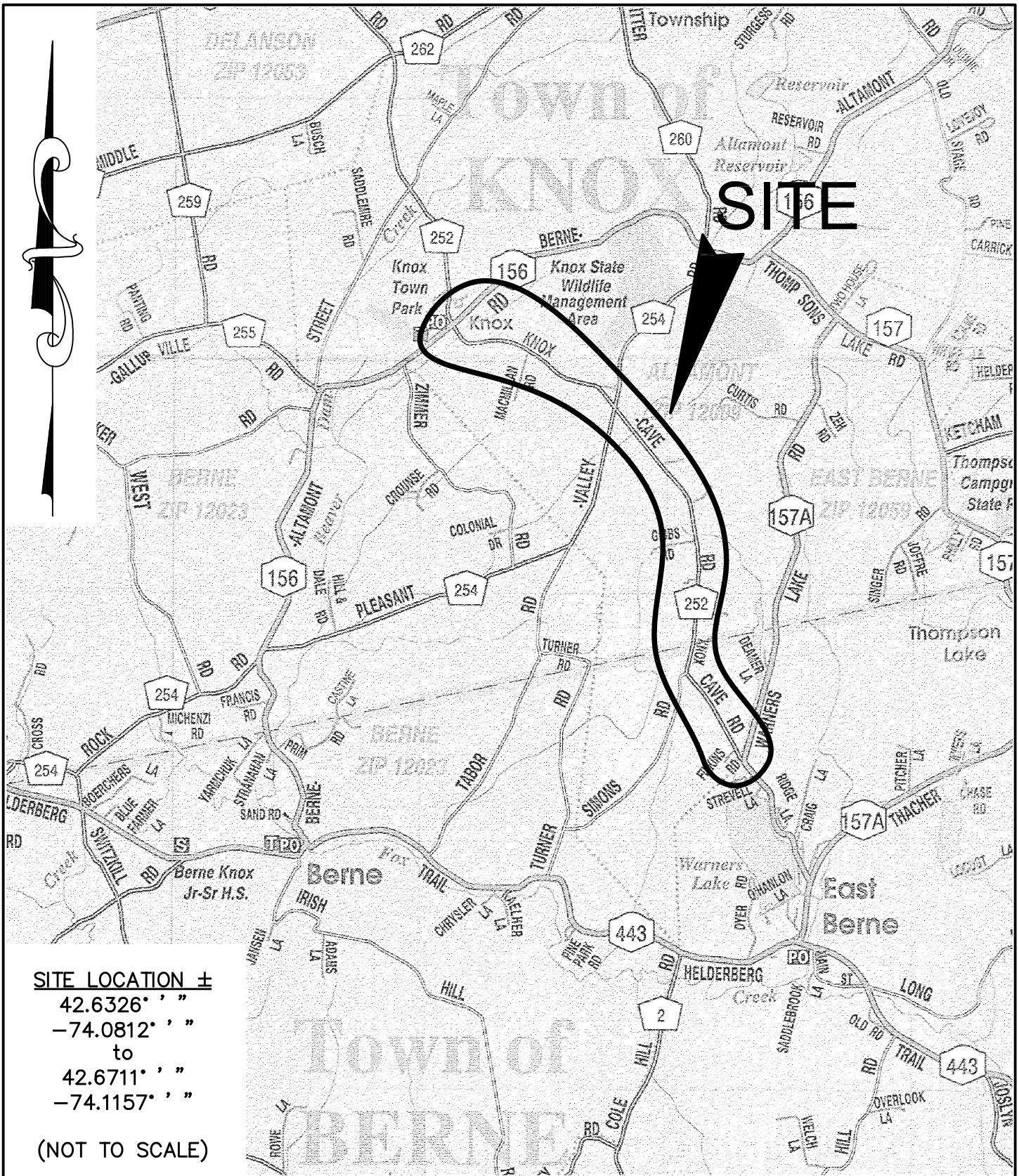
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall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

SECTION 26: LIMITATIONS ON EXECUTIVE COMPENSATION AND ADMINISTRATIVE EXPENSES FOR COVERED PROVIDERS (NOT USED)

SECTION 27: STORMWATER MANAGEMENT PROGRAM

27.1 Bidder understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Bidder also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder's own liability. **Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment "E").**

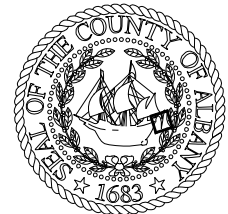
SECTION 28: GREEN INFRASTRUCTURE POLICY (NOT USED)



SITE LOCATION ±
 42.6326° ' "
 -74.0812° ' "
 to
 42.6711° ' "
 -74.1157° ' "
 (NOT TO SCALE)

ALBANY COUNTY
 DEPT. OF PUBLIC WORKS
 HIGHWAY ENGINEERING DIVISION

RFP # 19-143
COUNTY ROUTE 252
 Knox Cave Road
 Project # 19-C554
 HIGHWAY IMPROVEMENT PROJECT
 TOWN OF BERNE & KNOX



COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR CR252 (KNOX CAVE RD.) HIGHWAY IMPROVEMENT PROJECT ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAY ENGINEERING
RFP Number: #2019-143

THIS PROPOSAL IS SUBMITTED TO:

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

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Bid 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 OWNER'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 acknowledged) and also copies of the Notice to Proposer 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 Bid 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")
 - (e) MS4-1 Proposer Certification Statement (Attachment "E")

7. Communication concerning this Proposal shall be addressed to:

Phone: _____

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

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR CR252 (KNOX CAVE RD.) HIGHWAY IMPROVEMENT PROJECT ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAY ENGINEERING
RFP Number: #2019-143

Engineering Design Cost as Per Section 4 – Scope of Services including Proposal & Condition Assumptions:

Total Engineering Cost: \$ _____

Construction Inspection Cost:
20 weeks of construction at 50 hrs/week \$ _____

Construction Material Testing Cost \$ 8,000 _____
(not to exceed)

TOTAL PROJECT COST (NTE): \$ _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

SIGNATURE AND TITLE _____

DATE _____

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY 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 _____)
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 “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

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

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p>	
a)	<ol style="list-style-type: none"> 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
b)	<p>been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <ol style="list-style-type: none"> 1. federal, state or local health laws, rules or regulations. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <ol style="list-style-type: none"> a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i> 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS 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.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES ¹ :	<input type="checkbox"/> Yes	<input type="checkbox"/> No
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.		

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this ____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

NOTICE OF JOB VACANCIES

1. The Contractor recognizes the continuing commitment on the part of Albany County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.

2. The Contractor is encouraged to notify the County when the Contractor has or is about to have a job opening for a full time position within Albany County or any contiguous County. The County requests that notice be given as soon as practicable after the Contractor has knowledge that a job opening will occur. The notice should contain information that will facilitate the identification and referral of appropriate candidates. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per week, location and qualifications (education and experience).

3. Please provide notice of job vacancies in writing to:

Albany County Job Alert Line
Albany County Department of Social Services
162 Washington Avenue
Albany, NY 12210

Fax: (518) 447-7613
Telephone: (518) 447-7678

4. The Contractor recognizes that this is an opportunity to make a good faith effort to work with Albany County for the benefit of the community. Nothing contained in this provision however, shall be interpreted as an obligation on the part of the Contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice.

ATTACHMENT "E"

Sheet MS4-1: Proposer Certification Statement

As a proposer seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity:

Address:

Phone Number(s):

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

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

Signature

Printed Name

Title

Date



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

January 9, 2020

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Creighton Manning Engineering for the Design & Construction Inspection Services for CR303 and CR311 (Beaver Dam Rd.) Highway Improvement Project.

The County Purchasing Agent received seven (7) proposals for this project. Our engineering staff reviewed the proposals and recommended the award of this contract to Creighton Manning Engineering based on the best understanding of the scope of this project. The total contract amount shall not exceed \$225,470.00.

Project is approximately 3.7 miles long from NY157 to NY157A in the Towns of Berne and New Scotland. Work includes full depth recycling of the existing asphalt, adding stone to create a Type II subbase. Placing 3" of base course, 2 ½" of binder course and 1 ½" of top course over graded and compacted subbase. Reestablish/create roadside ditches, revise existing storm drainage system, revise guiderail and replace road signs along with installing new striping.

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

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1388, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization for an Agreement with Creighton Manning Engineering

Date: January 9, 2020
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attending Meeting: Lisa M. Ramundo

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Creighton Manning Engineering
2 Winners Circle
Albany, NY 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$225,470.00
Scope of Services: Design and Construction Inspection Services

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: HHT35197.22000R
Appropriation Amount: \$225,470.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100%
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 4/1/2020-8/31/2021
Length of Contract: 16 Months

Impact on Pending Litigation

If yes, explain: Yes No
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

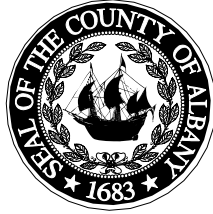
Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Creighton Manning Engineering for Design & Construction Inspection Services for CR303 and CR311 (Beaver Dam Rd.) Highway Improvement Project.

The County Purchasing Agent reviewed seven (7) proposals for this project. Our engineering staff reviewed the proposals and recommended the award of this contract to Creighton Manning Engineering based on the best understanding of the scope of this project. The total contract amount shall not exceed \$225,470.00.

Project is approximately 3.7 miles long from NY157 to NY157A in the Towns of Berne and New Scotland. Work includes full depth recycling of the existing asphalt, adding stone to create a Type II subbase. Placing 3" of base course, 2 1/2" of binder course and 1 1/2" of top course over graded and compacted subbase. Reestablish/create roadside ditches, revise existing storm drainage system, revise guiderail and replace road signs along with installing new striping.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Karen Storm, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: January 9, 2020

RE: RFP #2019-144
CR303 & CR311 (Beaver Dam Rd.) Highway Improvement Project
Design and Construction Inspection Services

Upon review of the seven (7) proposals that were received regarding the aforementioned project, I would like to recommend Creighton Manning Engineering for the award in the amount not to exceed \$225,470.00.

I have attached a copy of our Engineering Divisions recommendation along with the Rating Sheet.

If you have any questions, please feel free to contact my office.

LMR:ct



DANIEL P. McCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

Memorandum

TO: Lisa M. Ramundo, Commissioner

FROM: Bill Anslow, Civil Engineer

DATE: January 9, 2020

RE: RFP#2019-144
CR303 & CR311 (Beaver Dam Rd.)
Highway Improvement Project
Design & Construction Inspection Services

Attached please find the rating tally sheet for the subject project. After reviewing all seven (7) of the RFP's, we recommend the project be awarded to Creighton Manning Engineering on the basis of the best understanding of the scope of the project. Total contract amount not to exceed \$225,470.00.

Please let me know if you have any questions.

WA:ct



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

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

FROM: Karen Storm
Purchasing Agent *K Storm*

DATE: January 10, 2020

RE: RFP #2019-144

I am in receipt of your recommendation to award the aforementioned Request for Proposals to Creighton Manning Engineering in the amount of \$225,470.00.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposals submitted. I have no objection to the selection of Creighton Manning Engineering for an award.

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

EVALUATION SCORE SHEET
RFP 2019-144
Design + Construction Inspection Services
Beaver Dam Rd. (CR 303 + 311)

PROPOSER	Criteria	Weight	Barton & Loguidice		CME		Foti Albert		GPI		JMT		Maser Consulting		MJ Engineering	
Proposers Comprehension of the Required Scope of Services (work)		20%	8	1.600	9	1.800	8.5	1.700	6	1.200	8	1.600	8	1.600	8.5	1.700
Prior Experience in Similar Projects		20%	8.5	1.700	9	1.800	8	1.600	9	1.800	8.5	1.700	9	1.800	9	1.800
Total Proposed Price		25%	6.5	1.625	8.5	2.125	6.5	1.625	6	1.500	7.5	1.875	10	2.500	9	2.250
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)		20%	9	1.800	10	2.000	5	1.000	9	1.800	9	1.800	9	1.800	8.5	1.700
Professional Qualifications (Evaluation of employees' resumes)		10%	10	1.000	10	1.000	10	1.000	10	1.000	10	1.000	8	0.800	10	1.000
Client References		5%	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500
			8.225		9.225		7.425		7.800		8.475		9.000		8.950	

Name: Wm A...

Date: 1/9/2020

EVALUATION SCORE SHEET
RFP 2019-144
Design + Construction Inspection Services
Beaver Dam Rd. (CR 303 + 311)

PROPOSER	Weight	Barton & Loguidice		GME		Fort-Alberl		GPI		JMIT		Maser Consulting		MJ Engineering	
Proposers Comprehension of the Required Scope of Services (work)	20%	8	1.600	9	1.800	5	1.000	6	1.200	6	1.200	6	1.200	7	1.400
Prior Experience in Similar Projects	20%	8	1.600	8	1.600	8	1.600	8	1.600	8	1.600	8	1.600	8	1.600
Total Proposed Price	25%	6.5	1.625	8.5	2.125	6.5	1.625	6	1.500	7.5	1.875	10	2.500	9	2.250
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	20%	9	1.800	9	1.800	3	0.600	9	1.800	9	1.800	8	1.600	9	1.800
Professional Qualifications (Evaluation of employees' resumes)	10%	5	0.500	9	0.900	4	0.400	8	0.800	8	0.800	5	0.500	8	0.800
Client References	5%	8	0.400	8	0.400	8	0.400	8	0.400	8	0.400	8	0.400	8	0.400
		7.525		8.625		5.625		7.300		7.675		7.800		8.250	

Name: L.A. R...

Date: 1-9-20

EVALUATION SCORE SHEET
RFP 2019-144
Design + Construction Inspection Services
Beaver Dam Rd. (CR 303 + 311)

PROPOSER	Weight	Barton & Loguidice	OME	Fort-Albert	GPI	JM/T	Maser Consulting	MJ Engineering	
Proposers Comprehension of the Required Scope of Services (work)	20%	5	1.000	10	2.000	9	1.800	9	1.800
Prior Experience in Similar Projects	20%	7.5	1.500	9	1.800	8	1.600	6	1.200
Total Proposed Price	25%	6.5	1.625	8.5	2.125	6.5	1.625	10	2.500
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	20%	4	0.800	9.5	1.900	5	1.000	7	1.400
Professional Qualifications (Evaluation of employees' resumes)	10%	7	0.700	9.5	0.950	8.5	0.850	9	0.900
Client References	5%	8.5	0.425	9	0.450	9	0.450	9	0.450
		6.050	9.225	7.325	7.050	8.375	7.700	8.400	

Name: *Robert Cumber*

Date: *1/9/20*

EVALUATION SCORE SHEET
RFP 2019-144
Design + Construction Inspection Services
Beaver Dam Rd. (CR 303 + 311)

PROPOSER	Criteria	Weight	Barton & Loguidice		CME		Fort Albert		GPI		JMT		Maser Consulting		MJ Engineering	
			Score	Weighted	Score	Weighted	Score	Weighted	Score	Weighted	Score	Weighted	Score	Weighted	Score	Weighted
Proposers Comprehension of the Required Scope of Services (work)		20%	5	1.000	10	2.000	6	1.200	5	1.000	9.5	1.900	7	1.400	9	1.800
			7	1.400	9	1.800	5	1.000	7	1.400	9	1.800	6	1.200	10	2.000
Prior Experience in Similar Projects		20%	6.5	1.625	8.5	2.125	6.5	1.625	6	1.500	7.5	1.875	10	2.500	9	2.250
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)		20%	7	1.400	10	2.000	5	1.000	8	1.600	8.5	1.700	9	1.800	9	1.800
Professional Qualifications (Evaluation of employees' resumes)		10%	5	0.500	10	1.000	5	0.500	9	0.900	9	0.900	7	0.700	10	1.000
Client References		5%	10	0.500	10	0.500	10	0.500	9	0.450	10	0.500	10	0.500	10	0.500
			6.425		9.425		5.825		6.850		8.675		8.100		9.350	

Name: 

Date: 1/9/2019

RATING SHEET
RFP 2019-144
Design Construction Inspection Services
Beaver Dam Rd. (CR 303 + 311)

	Barton & Loguidice	Creighton Manning Engineering	Fort Albert	GPI	JMT	Maser Consulting	MJ Engineering
Bill	8.775	9.225	7.425	7.800	8.475	9.000	8.950
Bob	6.050	9.225	7.325	7.050	8.375	7.700	8.400
Lisa	7.525	8.625	5.625	7.300	7.675	7.800	8.250
Tony	6.425	9.425	5.825	6.850	8.675	8.100	9.350
Totals	28.775	36.500	26.200	29.000	33.200	32.600	34.950
Average	7.194	9.125	6.550	7.250	8.300	8.150	8.738
Rank	6	1	7	5	3	4	2

CR303 and CR311 (Beaver Dam Rd.) Highway Improvement Project

Design and Construction Inspection

VENDOR	Maser	MJ Engineering	Creighton Manning	JMT	Barton & Loguidice	Foit-Albert	GPI
Design	\$30,900	\$32,500.00	\$52,770.00	\$48,840.00	\$45,169.00	\$105,500.00	\$75,000.00
Construction Inspection	\$96,250.00	\$172,000.00	\$164,700.00	\$192,170.00	\$232,330.00	\$172,200.00	\$205,000.00
Testing	\$8000.00	\$8000.00	\$8000.00	\$8000.00	\$8000.00	\$8000.00	\$8000.00
TOTAL PROJECT COST	\$135,150.00	\$212,500.00	\$225,470.00	\$249,010.00	\$285,499.00	\$285,700.00	\$288,000.00

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2019-144**

Sealed Proposals for Design and Construction Inspection Services for CR303 and CR311 (Beaver Dam Rd.) Highway Improvement Project as requested by Albany County Department of Public Works, will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Monday, January 6, 2020.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, starting by close of business (4:30 p.m.) on (Thursday, December 19, 2019).

Karen A. Storm
Purchasing Agent

Dated: December 13th, 2019
Albany, New York

PUBLISH ONE DAY – December 19, 2019 -- THE EVANGELIST
PUBLISH ONE DAY – December 19, 2019 -- THE TIMES UNION

RESOLUTION NO. 246

**AUTHORIZING AN AGREEMENT WITH CHA CONSULTING, INC
REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES
FOR BRIDGE SUPERSTRUCTURE REPLACEMENT REGARDING CR253
(BOZENKILL ROAD) OVER THE NORFOLK SOUTHERN RAILROAD
TRACKS IN THE TOWN OF KNOX**

Introduced: 6/11/18

By Public Works Committee:

WHEREAS, After an RFP process, the Commissioner of the Department of Public Works has requested authorization to enter into an agreement with CHA Consulting, Inc. regarding design and construction inspection services for Bridge Superstructure Replacement for CR253 (Bozenkill Road) Over the Norfolk Southern Railroad Tracks in the Town of Knox in an amount not to exceed \$120,000 for the term commencing June 1, 2018 and ending November 30, 2019, and

WHEREAS, The Department of Public Works, through the County Purchasing Agent, issued a request for bids and on April 27, 2018 six bids were received pertaining to the project, and

WHEREAS, The Department engineering staff and County Purchasing Agent reviewed said bids and recommended awarding the contract to CHA Consulting, Inc., Albany, NY 12205 on the basis of the best understanding of the scope of work, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with CHA Consulting, Inc., Albany, NY 12205 for design and construction inspection services regarding Bridge Superstructure Replacement for CR253 (Bozenkill Road) Over the Norfolk Southern Railroad Tracks in the Town of Knox in an amount not to exceed \$120,000 for the term commencing June 1, 2018 and ending November 30, 2019, and, be it further

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

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

Adopted by unanimous vote - 6/11/18

COUNTY OF ALBANY

REQUEST FOR PROPOSALS ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS



**RFP #2019-144
PROJECT #19-C555
DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR
CR303 AND CR311 (BEAVER DAM RD.)
HIGHWAY IMPROVEMENT PROJECT**

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

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

TITLE: DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR CR303 AND CR311 (BEAVER DAM RD.) HIGHWAY IMPROVEMENT PROJECT ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAY ENGINEERING
RFP NUMBER: 2019-144

Receipt Confirmation Form

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

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

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

If a Bidders meeting has been arranged for this Bid, 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:

Courier Collect: _____ Mail _____

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

NON-PROPOSER RESPONSE
RFP #2019-144

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

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

Vendor Name: _____
Contact Person: _____
Vendor Address: _____
Vendor Telephone: _____

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2019-144**

Sealed Proposals for Design and Construction Inspection Services for CR 303 and CR 311 (Beaver Dam Rd.) Highway Improvement Project as requested by Albany County Department of Public Works, will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Monday, January 6, 2020.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, starting by close of business (4:30 p.m.) on Thursday, December 19, 2019.

Karen A. Storm
Purchasing Agent

Dated: December 10th, 2019
Albany, New York

PUBLISH ONE DAY – December 19, 2019 -- THE EVANGELIST
PUBLISH ONE DAY – December 19, 2019 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
DESIGN & CONSTRUCTION INSPECTION SERVICES FOR
CR303 & CR311 (BEAVER DAM RD.) HIGHWAY IMPROVEMENT PROJECT
ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAY ENGINEERING
RFP #2019-144

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 design and construction inspection services for CR303 & CR311 (Beaver Dam Rd.) Highway Improvement Project, as requested by the Department of Public Works, Division of Highway Engineering.
- 1.2 The intent of these specifications is to furnish information to responsible proposers for the purpose of obtaining proposals to retain a NYS licensed engineer to provide complete design and construction inspection services as outlined in the Section 4: Scope of Services for the Rehabilitation of CR303 & CR311 (Beaver Dam Rd.) from NY157 to NY157A in the Towns of Berne and New Scotland.
- 1.3 The work for the proposed highway improvement project will consist of full depth recycling of the existing asphalt, adding stone to create a medium equivalent to NYSDOT Item 304.12 Type 2 subbase, grade (restore super elevations and cross-slope as required for a low volume road) and compact. Then place 3" of base course asphalt, 2 ½" of binder course asphalt, and 1 ½" of top course asphalt. Reestablish/create roadside ditches, revisions to existing stormwater drainage system, revision to existing guiderail, installation of road striping and signing.
- 1.4 The total length of the project is approximately 3.7 miles long. In addition, the design engineer will provide the County completed permit applications for all required permits, including any environmental permits, to complete the work (e.g., U.S. Army Corps, NYS ORHP, NYSDEC etc.). The County will sign and forward permit applications to the appropriate agency.

1.5 A site location map is included with this package

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 January 6, 2020** at the following address:

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

2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.

2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.

2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.

2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.

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

2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.

2.8 Proposals will be examined and evaluated by Albany County Department of Public Works, Division of Highway Engineering.

2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

3.1 Provide the name, a brief history and description of your firm.

- 3.2 Identify your firm’s professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.
- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 Detail your firm’s experience with projects similar in scope to that of this proposed design services for CR303/CR311 (Beaver Dam Rd.). Include experience with inspection of these types of projects.
- 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 successful Proposer will be required to provide the following engineering services and to submit a stamped set of plans and specifications for the subject highway rehabilitation project. The design will be in accordance with current AASHTO and NYSDOT Standard Specifications for highway construction, except as modified by, and with the written approval of the Albany County Department of Public Works, Division of Highway Engineering. NYSDOT Standard Specifications for Construction and Materials will be used wherever possible, with special specifications prepared only if necessary.
- 4.2 The successful Proposer will perform an in-depth field inspection of the existing roadway, including field measurements and photographs for the County’s use. Existing record drawings will be used and verified where possible. The successful Proposer will provide all necessary provisions for maintenance and protection of traffic during the field inspection work.
- 4.3 Albany County DPW will provide a baseline survey for the entire area. This will be provided to the successful Proposer. Please be advised that there may be a need for some additional survey. Any additional survey will be the responsibility of the successful Proposer.

- 4.4 The successful proposer will provide design for rehabilitation of CR303 & CR311 (Beaver Dam Rd.) from NY157 to NY157A. Work will include full depth recycling of the existing asphalt, adding stone to create a medium equivalent to NYS DOT Item 304.12 Type 2 Subbase, grade (restore super elevations and cross-slope as required for a low volume road) and compact. Then place 3" of base course asphalt, 2 ½" of binder course asphalt and 1 ½" of top course asphalt, reestablish/create roadside ditches, revisions to existing stormwater drainage system, revision to existing guiderail, installation of road striping and signing.
- 4.5 Prepare preliminary plans and cost estimate for review and approval by the County.
- 4.6 Develop contract plans, specifications and bid documents based on approved preliminary plans.
- 4.7 Prepare a final construction estimate including highway rehabilitation work.
- 4.8 Meet with the County to review the plans, specifications and estimate. Modify the contract documents as required to address the County's comments.
- 4.9 Attend one public information meeting to discuss project displaying the plans and explaining the project to the public. Any pertinent information from this meeting may be incorporated into the final plans.
- 4.10 Provide two sets of contract documents for the County's review.
- 4.11 Provide one set of final plans on 11x17 paper, and one in an electronic format compatible with the County's CADD system, and one copy of project manuals to the County for reproduction and distribution in paper form. Also, proposer will provide the County with 25 CD's with the plans and specifications loaded onto them.
- 4.12 Obtain ALL necessary permits as required (see Section 1.4). Provide County copies of all required permits.
- 4.13 Prepare an Advertisement to Bid for the County's distribution. Answer any questions received from potential bidders during the bid period.
- 4.14 Attend the construction bid opening, review the bids and recommend award of the contract.
- 4.15 Provide contract administration inclusive of attending preconstruction meeting, prepare meeting minutes, resolve contract disputes, review, approve and prepare change orders for approval by the County.
- 4.16 Provide two inspectors to perform full time on-site inspection services for the duration of this construction project. One inspector shall possess, at a minimum, NICET Level IV certification and shall have at least ten years of actual highway construction field experience. The second inspector shall possess, at a minimum, NICET Level II certifications, and two years of actual highway construction field experience. As part of the services required under this contract, the successful proposer shall:
 - a) Attend all preconstruction meetings and prepare meeting minutes.
 - b) Review all shop drawings associated with proposed construction and inform the County of approvals and any discrepancies.

- c) Create and maintain inspection reports using the NYSDOT Appia Software, which upon completion of the constructions work, will be turned over to the County.
- d) Prepare a monthly estimate for work completed by contractor.
- e) Review and prepare change order(s) to be submitted to the County for approval.
- f) Assist the County with all construction contract disputes that arise while the contract is in effect.
- g) Prepare final as-built drawings. Submit one paper copy along with a CD for County's files.

4.17 The consultant shall provide construction material testing services, as necessary, to meet all of the NYSDOT Standard Specifications.

4.18 PROPOSAL CONDITIONS AND ASSUMPTIONS

- a) The County will provide an AutoCAD file with the Albany County Standard Border for use by the proposer. The County will distribute the final plans and specifications for bidders.
- b) The County will provide a baseline survey required for the project. Please be advised that there may be a need for some additional survey. Any additional survey will be the responsibility of the successful Proposer.
- c) The design engineer will assist the County in preparing and obtaining all necessary permits required to complete the project. No environmental impact statement is anticipated. The project will be designed such that it will be in accordance with the NYSDEC requirements for environmental permits. The project is anticipated to be a SEQR Type II and, therefore, would require no further SEQR processing. Design engineer to prepare all permit applications and forward to the County for signature.
- d) Attendance at public hearing and/or meeting will be required as part of this Scope of Services.
- e) Final design plans should be completed and ready for letting in April 2020 with completion of construction anticipated for November 2020.
- f) Assume up to 20 weeks of construction at 50 hrs/week when determining construction inspection cost. Construction Inspectors will be required to keep track of all work being performed at all sites.
- g) Assume possible utility conflicts with poles, buried cable, gas and water.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be from date of contract execution until six (6) months after completion of all work under the contract.
- 5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

- 6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services, and on the Cost Proposal Form included herein.
- 6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.
- 6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

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

SECTION I:

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

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

SECTION II:

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

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

SECTION III:

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

SECTION IV:

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

SECTION V:

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

SECTION VI:

Mandatory Documentation - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate (Attachment “A”), Acknowledgment by Proposer (Attachment “B”), and Vendor Responsibility Questionnaire (Attachment “C”); Iranian Energy Divestment Certification (Attachment “D”) and MS4-1 Certification Statement (Attachment “E”).

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated by a committee with representation from the Albany County Department of Public Works Division of Highway Engineering. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Proposer’s Comprehension of Required (work) Scope of Services	20%
Prior Experience in Similar Projects	20%
Total Proposed Price	25%
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	20%
Proposed Project Staffing-(Evaluation of Employees’ Resumes)	10%
Client References	5%

8.3 Proposals will be examined and evaluated by the Department of Public Works, Division of Highway Engineering with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties

SECTION 9: NOT IN USE

SECTION 10: ALTERNATIVES

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

SECTION 11: INDEMNIFICATION

- 11.1 The successful Proposer shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 12: SPECIFICATION CLARIFICATION

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

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: Karen.storm@albanycountyny.gov

- 12.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.
- 12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

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

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:

- (a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
- (c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

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

15.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney:

- (a) Albany County shall be named as an additional insured on all liability policies. **Proposal number must appear on insurance certificate.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

15.3 No work shall be commenced under the contract until the successful Proposer has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the successful Proposer. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith

declared suspended, discontinued or terminated. Failure of the successful Proposer to procure and maintain any required insurance, shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

SECTION 16: REMEDY FOR BREACH

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

SECTION 17: CASH DISCOUNT

17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.

17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW

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

SECTION 19: MACBRIDE PRINCIPLES

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

sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.

19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

19.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

19.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 20: NOT IN USE

SECTION 21: ANTIDISCRIMINATION CLAUSE

21.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be

cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

SECTION 22: NOT IN USE

SECTION 23: INTERPRETATION

23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful Proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP; 3) the Contractor's proposal.

SECTION 24: NON APPROPRIATIONS CLAUSE

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

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

25.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

25.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

25.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

25.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

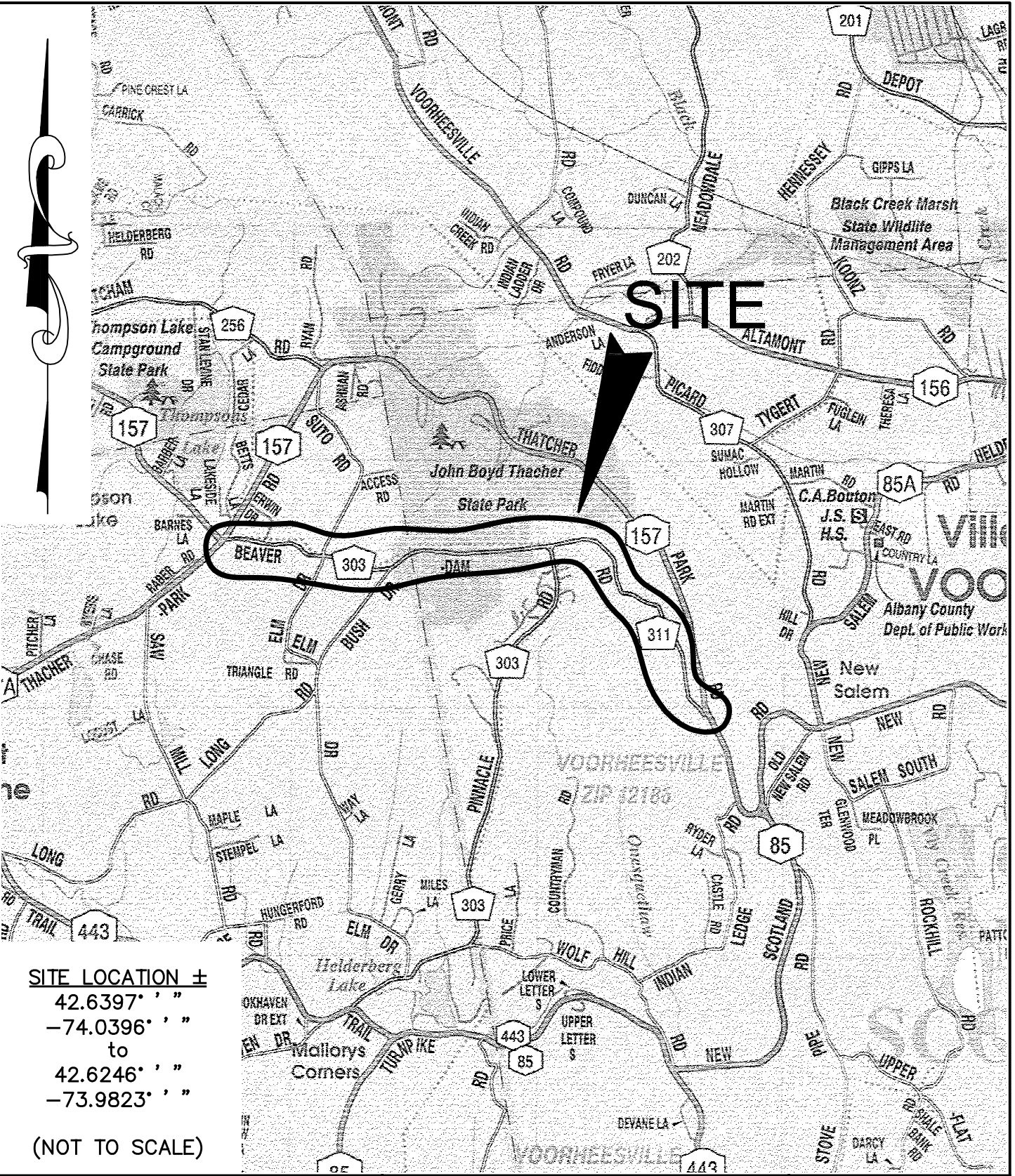
SECTION 26: NOT IN USE

SECTION 27: STORMWATER MANAGEMENT PROGRAM

27.1 Bidder understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the

SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Bidder also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder's own liability. **Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment "E").**

SECTION 28: NOT IN USE



SITE LOCATION ±
 42.6397° ' ' "
 -74.0396° ' ' "
 to
 42.6246° ' ' "
 -73.9823° ' ' "
 (NOT TO SCALE)

**ALBANY COUNTY
 DEPT. OF PUBLIC WORKS
 HIGHWAY ENGINEERING DIVISION**

**RFP # 19-144
 COUNTY ROUTE 303 & 311
 Beaverdam Road
 Project # 19-C555
 HIGHWAY IMPROVEMENT PROJECT
 TOWN OF BERNE & NEW SCOTLAND**



COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR CR303 AND CR311 (BEAVER DAM RD.) HIGHWAY IMPROVEMENT PROJECT ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAY ENGINEERING

RFP Number: #2019-144

THIS PROPOSAL IS SUBMITTED TO:

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

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Bid 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 OWNER'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 acknowledged) and also copies of the Notice to Proposer 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 Bid 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")
 - (e) MS4-1 Proposer Certification Statement (Attachment "E")

7. Communication concerning this Proposal shall be addressed to:

Phone: _____

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

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR CR303 AND CR311 (BEAVER DAM RD.) HIGHWAY IMPROVEMENT PROJECT ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAY ENGINEERING

RFP Number: #2019-144

Engineering Design Cost as Per Section 4 – Scope of Services including Proposal & Condition Assumptions:

Total Engineering Cost: \$ _____

Construction Inspection Cost:
20 weeks of construction at 50 hrs/week \$ _____

Construction Material Testing Cost \$ 8,000
(not to exceed)

TOTAL PROJECT COST (NTE): \$ _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

SIGNATURE AND TITLE: _____

DATE: _____

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY 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 _____)
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 “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

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

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p>	
a)	<ol style="list-style-type: none"> 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
b)	<p>been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <ol style="list-style-type: none"> 1. federal, state or local health laws, rules or regulations. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <ol style="list-style-type: none"> a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i> 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS 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.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this ____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

ATTACHMENT "E"

Sheet MS4-1: Proposer Certification Statement

As a proposer seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity:

Address:

Phone Number(s):

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

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

Signature

Printed Name

Title

Date



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

MARTIN V. MCCLUNE
DEPUTY COMMISSIONER

January 6, 2020

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

Re: Contract Authorization

Dear Chairman Joyce:

The Department of General Services requests authorization to enter into an agreement with Landmark Flooring Concepts, Inc. for carpet replacement of the first and second floors of the Departments of Health/Mental Health at 175 Green St. with a not to exceed cost of \$110,000.00.

DGS requested quotes from awardees of the current NYS OGS – Group 20600 – Floor Coverings and Related Services. The current floor coverings have exceeded their expected longevity. The quoted replacement floor coverings will also address excessive traffic areas and require less maintenance and repair.

Of the two quotes received, Landmark Flooring Concepts, Inc. was the lowest at \$104,778.00.

This purchase is included in the current General Services Capital Projects and funding will be covered through Bond #HHX7 pursuant to Res. 13-558 dated 12/5/2013.

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. Projected term is March 1, 2020 - September 30, 2020.

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

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

cc: Honorable Dennis Feeney, Majority Leader
Honorable Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1336, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Authorizing an agreement with Landmark Flooring Concepts, Inc.

Date: 12/23/2019
Submitted By: David Latina
Department: Department of General services
Title: Commissioner
Phone: 518-447-7210
Department Rep.
Attending Meeting: David Latina

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Landmark Flooring Concepts, Inc.
5 Interstate Ave, Albany, NY 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$110,000.00
Scope of Services: Labor and materials to replace existing carpet for the first and second floors of the Department of Health/Mental Health located at 175 Green Street Albany NY 12202.

Bond Res. No.: 13-558
Date of Adoption: 12/5/2013

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: 1620-4046

Appropriation Amount: \$110,000.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 3/1/2020 - 8/31/2020

Length of Contract: Six Months

Impact on Pending Litigation Yes No

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The Department of General Services requests authorization to enter into an agreement with Landmark Flooring Concepts, Inc. for carpet replacement of the first and second floors of the Departments of Health/Mental Health at 175 Green St. with a not to exceed cost of \$110,000.00.

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DAVID M. LATINA
COMMISSIONER

MARTIN V. MCCLUNE
DEPUTY COMMISSIONER

To: Karen Storm
Purchasing Agent

From: David M. Latina
Commissioner

Date: January 6, 2020

Re: Request for Quote 2019-127
Purchase of Carpet and Installation Services from NYS Contract for 175 Green Street

I have reviewed the quotes received for, RFQ 2019-127, Purchase of Carpet and Installation Services from NYS Contract for 175 Green Street. I recommend excepting Landmark Flooring Concepts' submission as the lowest responding bidder for the cost of \$104,778.00 with a not to exceed price of \$110,000.00.

If you need any further information or have any questions, please feel free to contact me.

DML:tas



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
General Services

FROM: Karen Storm *K Storm*
Purchasing Agent

DATE: January 7, 2020

RE: RFQ#2019-127 Best and Final Offers for Purchase and Installation of Carpet from the NYS Contract Group#20600 Award#PGB-23063

I am in receipt of your recommendation to award the aforementioned Best and Final Offer from NYS Contract, RFQ#2019-127 to Landmark Flooring Concepts Inc. in the amount not to exceed \$110,000.00.

As Landmark Flooring Concepts Inc. is the low responsive and responsible bidder, I concur with your recommendation.

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

REQUEST FOR QUOTES #2019-127

**Purchase of carpet and installation services from NYS Contract for 175 Green Street Albany
NY**

Department of General Services

SCOPE OF SERVICES

1. The scope of services shall be as outlined herein, and shall be performed in accordance with all applicable building codes, standards and material specifications.
2. The successful Contractor shall provide all equipment, materials, labor and incidentals to perform the following work:

Scope of Work:

- Remove existing broadloom carpet on 1st & 2nd floors as noted.
- Thoroughly clean all dirt and debris from exposed sub floor.
- Prep and patch sub floor as needed. Sub floor should be smooth and level.
- Install "Interface Cubic Carpet Tile" Color #6395 Construction. (No Substitute)
- Install 4" Vinyl Cove Base in all areas receiving new carpet. Color TBD
- Install Vinyl Transitions.
- Contractor is responsible for moving/lifting all office furniture, file cabinets, shelving, cubicles and equipment as needed to access areas to be carpeted and returning said items to their original locations.

General Requirements:

- Contractor shall provide labor, tools and other supplies needed to perform the work.
 - Scheduled hours of work will be 6pm and 2am, Monday through Friday. Additional hours may be permitted with written authorization from Albany County.
 - Project Forman must coordinate with on-site representative at least two days in advance for scheduling specific areas for carpet replacement.
 - All areas where carpet is removed must be re-carpeted and ready each day for use during normal business hours.
 - All tools and supplies must be stored in the designated area(s) during normal business hours.
 - Contractor is responsible for placing all removed carpeting, debris and packing materials in the on-site dumpster provided.
 - Vinyl Cove Base has been previously removed by painters.
 - Provide additional 5% (attic stock) of "Interface Cubic Carpet Tile" Color #6395 Construction.
3. The successful Contractor shall coordinate access to job site and all work activities with the facility supervisor present.

4. The successful Contractor shall field verify all dimensions **PRIOR** to commencing work.
5. Contractor shall clean all work areas each day to the satisfaction of the Facility Supervisor present. Contractor shall remove and legally dispose of all construction debris.
6. Contractor shall be responsible for all site staging and safety operations, as well as complete restoration of any disturbed areas to the satisfaction of the Facility Supervisor present.
7. Contractor shall erect temporary construction barriers and provide warning signs where required to ensure safety of pedestrians.
8. Contractor shall comply with all necessary OSHA regulations and standards, including but not limited to "PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION".
9. Contractor shall protect existing systems and surfaces to remain, all damage resulting from the contractor's operations shall be replaced or repaired to a condition acceptable to the County Engineer, by the contractor at no additional cost to the County.
10. Contractor shall determine exact location of existing utilities before commencing work. Contractor agrees to be fully responsible for any and all damages which might be incurred by his failure to exactly locate and preserve utilities.
11. Incorrectly fabricated, damaged or otherwise misfitting or non-conforming materials or conditions shall be reported to the County prior to remedial or corrective action. Any such action shall require approval.
12. Contractor shall provide warranty to cover contractor workmanship for a minimum of 90 days from date of final completion of work.
13. Contractor shall provide manufacturer's standard warranty for materials. Warranty shall take effect upon final approval of work by Albany County.

RFQ 2019-127 Purchase of Carpet and Installation Services from NYS Contract for 175 Green Street

Vendors	Quote
GP Flooring Solutions	\$117,516.80
Landmark Flooring Concepts, Inc.	\$104,777.86



TO: Albany County – Dept. of General Services
112 State St. / Room 825
Albany, NY 12207
Attn: Tom Stover

Date: December 23, 2019
Phone: 518-447-3020
Fax: 518-447-7747

PROPOSAL

Albany County Department of Health – 175 Green St. / Albany, NY

Interface Americas NYS Contract #PC67773 Servicing Dealer – Landmark Flooring Concepts, Inc.

- Supply 2,362.10 sy of Interface carpet tile style Cubic color #6395 Construction @ \$22.25 / sy. **Price = \$ 52,556.73**
- Supply 119.60 sy of Interface carpet tile style Cubic color #6395 Construction @ \$22.25 / sy.. (AS ATTIC STOCK) **Price = \$ 2,661.10**
- Supply 22 – 4 gallon bucket of Interface Gridset 2000 plus Pressure Sensitive Adhesive @ \$114.00 per container **Price = \$ 2,508.00**
- **Freight for 2,481.70 sy of carpet tile @ \$1.78 / sy. Price = \$ 4,417.43**
- Supply labor to Remove 1,370 SY of Existing Broadloom Direct Glue carpet in Offices with Medium Furniture and hallways @ \$2.70 / sy. **Price = \$ 3,699.00**
- Supply labor to move Medium Furniture in a 950 sy Area @ \$5.29/sy. **Price = \$ 5,025.50**
- Supply labor to install 1,370 sy of Carpet tile in Offices with Medium Furniture and in Hallways with no furniture @ \$6.70 / SY. **Price = \$ 9,179.00**
- Supply Labor and Equipment to Use Lift System and Install carpet tile in a 990 sy Area @ \$15.29 / sy. (Includes removal carpet and minor prep). **Price = \$ 15,137.10**
- Supply material and labor to install 4,920 lf of 4” x 1/8” x 4’ Rubber / Vinyl Blend Cove Base @ \$1.95 / lf. **Price = \$ 9,594.00**

Total Price for NYS Contract #PC67773 material and labor = \$104,777.86

Freight charges will incur an additional charge under NYS Contract #PC67773. Up until October 21, 2019 Freight was included in the cost of the carpet. It is now an additional charge per the contract.

Please note: When furniture moving and Lift System is to take place, Landmark Flooring Concepts, Inc. asks that all decorations, personal items, loose files, loose paperwork, pictures, hanging items, etc.... get boxed up prior to work taking place.

**All jobs will be priced on a job by job basis. Price excludes Disposal. Owner to supply dumpster
Prevailing Wage Rates Apply**

-
- Our insurance carriers for Worker’s Compensation and General Liability will not provide a waiver of subrogation without an additional change.
 - Our General Liability insurance carrier issues a form CG2010 (10/01). If you need anything additional to this form, there will be an additional fee.

Proposed by:

Accepted By:

**Jay Hoefs
Landmark Flooring Concepts, Inc.**

**Thomas Stover
Special Assistant to the Commissioner**

5 Interstate Ave • Albany, NY 12205 • P (518) 459-3030 • F (518) 459-3080

RESOLUTION NO. 558

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED DECEMBER 5, 2013, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR FISCAL YEAR 2014, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$4,252,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$4,252,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 12/5/13

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 the installation or reconstruction of various interior and exterior portions of and systems in the Times Union Center located on South Pearl Street in the City of Albany, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the County's Capital Program, as amended and supplemented (hereinafter referred to as 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 costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$2,006,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$2,006,000 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 \$2,006,000 to pay the cost of the capital project.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$2,006,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a. 13 of the New York Local Finance Law (the "Law"), is ten (10) years.

Section 2. The County is hereby authorized to undertake various County facility improvement projects, in Albany, New York. The project consists of interior painting, carpeting, HVAC modification and the installation 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, as further described in the County's Capital Program. The estimated maximum cost of said specific object or purpose, including preliminary

costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is \$829,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$829,000 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 \$829,000 to pay the cost of the capital project.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$829,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.13 of the Law is ten (10) years.

Section 3. The County is hereby authorized to undertake the reconstruction of various portions of the Albany County Office Building located at 112 State Street in the City of Albany, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the County's 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 \$1,417,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,417,000 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 \$1,417,000 to pay the costs of the project.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$1,417,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.13 of the Law is ten (10) years.

Section 4. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$4,252,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

Section 5. The following additional matters are hereby determined and stated:

(a) The buildings described above are class "A" buildings, as defined under subdivision 11 of Section 11.00 of the Law.

(b) 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.

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

Section 6. 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 7. 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 50.00, Sections 56.00 to 60.00, Section 62.00 and Section 63.00 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 8. 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 9. 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 10. By separate resolution or resolutions, the County has complied with the provisions of the State Environmental Quality Review Act ("SEQRA") with respect to each portion of the capital project described in this resolution as follows:

the County has, as the case may be, (a) issued a negative declaration (or declarations) determining that such portions of the capital project described in this resolution will not have a significant effect on the environment, or (b) determined that such portions of the capital project described in this resolution are either exempt actions or Type II actions under SEQRA.

Section 11. 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 4 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2 and 3 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 12. 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) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- (b) 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
- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 13. 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 Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

On roll call vote the following voted in favor: Ms. Benedict, Messrs. Beston, Bullock, Ms. Busch, Mr. Carman, Ms. Chapman, Messrs. Clay, Clenahan, Commisso, Ms. Connolly, Messrs. Corcoran, Cotrofeld, Crouse, Dawson, Domalewicz, Feeney, Higgins, Hogan, Jacobson, Joyce, Mss. Kinsch, Lockart, Mr. Mackey, Ms. Maffia-Tobler, Mr. Mayo, Mss. McKnight, McLean Lane, Messrs. Mendick, Morse, Nichols, O'Brien, Rahm, Reilly, Stevens, Tunny and Ward – 36.

Those opposed: - 0.

Resolution was adopted. 12/5/13

Albany County
Department of Economic Development, Conservation and Planning
112 State Street, Room 800
Albany, NY 12207-2021
Telephone: (518) 447-5670 Fax: (518) 447-5662
<http://www.albanycounty.com>

MEMORANDUM

TO: David Latina, Commissioner - Department of General Services
CC:
FROM: Laura DeGaetano, Sr. Natural Resource Planner
DATE: October 11, 2019
RE: Facility Improvements
SUBJECT: SEQR compliance for Capital Projects

I have reviewed the documentation you provided describing the referenced project as it relates to State Environmental Quality Review (SEQR). As I understand it, the project includes maintenance of existing facilities including building renovations at 175 Green Street, and 240, 250 and 260 South Pearl Street. Improvements will primarily focus on HVAC, mechanicals, generators and energy management systems, construction fit-up costs (retro-fit/office build-out), design fees, office moving and relocation fees, painting, carpeting, parking lot maintenance (paving and striping), and fencing.

As described above, the proposed project meets the criteria established for SEQR Type II actions pursuant to 6 NYCRR 617.5(c) subdivisions (1), (2), and (31). Accordingly, this action has been determined not to have a significant impact on the environment, and as such, no procedural compliance with SEQR beyond this determination is required at this time.

Should you have any questions or require additional information, please feel free to call me at your convenience.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER

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

MARTIN V. McCLUNE
DEPUTY COMMISSIONER

January 3, 2020

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Re: Contract Renewal – C.T. Male Associates

Dear Chairman Joyce:

The Department of General Services respectfully requests legislative approval to renew the current contract with C. T. Male Associates regarding the TUC Garage Renovation Project, to provide inspection and assessment services. This is a one-year no-cost extension of the current contract, as permitted by Resolution 143 for 2018.

This contract includes space utilization studies, general architectural upgrades, design of improvements needed to meet NYS Building Code and Americans with Disabilities Act requirements, mechanical, electrical and plumbing system investigation and design of improvements, design and preparation of specifications and cost estimating of both new construction and/or renovation projects. The services provided by C. T. Male will support the renovation of the TUC garage and establish a plan for ongoing enhancements and preventative maintenance.

The initial period of contract was from May 1, 2018 - April 30, 2020. At the end of this period, contract stipulated that parties may renew Agreement for 1 year period(s) with the same rates and prices described in RFP 2017-082. We are requesting an extension from May 1, 2020 - April 31, 2021.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

David M. Latina
Commissioner

DML:pl
Enclosure(s)

cc: Honorable Dennis Feeney, Majority Leader
Honorable Frank Mauriello, Minority Leader
Kevin Cannizzaro, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel



Legislation Text

File #: TMP-1341, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Renewing a Contract with C.T. Male Associates regarding Architectural and Engineering Services

Date: December 27, 2019
 Submitted By: David M. Latina
 Department: Department of General Services
 Title: Commissioner
 Phone: 7027
 Department Rep.
 Attending Meeting: David M. Latina

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed)

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) No-Cost Renewal

Contract Terms/Conditions:

Party (Name/address):

C.T. Male Associates
50 Century Hill Drive
Latham, New York 12081

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: No-Cost Extension
Scope of Services: Professional Architectural and Engineering Services

Bond Res. No.: Resolution No. 542 for 2016
Date of Adoption: 12/5/2016

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: HHO3

Appropriation Amount: 000.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 5/1/2020 - 4/30/2021

Length of Contract: 1 year

Impact on Pending Litigation Yes No

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Res. 143 for 2018 Res. 128 for 2019

Date of Adoption: 4/9/2018 4/8/2019

Justification: (state briefly why legislative action is requested)

The Department of General Services respectfully requests legislative approval to renew the current contract with C. T. Male Associates regarding the TUC Garage Renovation Project, to provide inspection and assessment services. This is a one-year no-cost extension of the current contract, as permitted by Resolution 143 for 2018.

This contract includes space utilization studies, general architectural upgrades, design of improvements needed to meet NYS Building Code and Americans with Disabilities Act requirements, mechanical, electrical and plumbing system investigation and design of improvements, design and preparation of specifications and cost estimating of both new construction and/or renovation projects. The services provided by C. T. Male will support the renovation of the TUC garage and establish a plan for ongoing enhancements and preventative maintenance.

The initial period of contract was from May 1, 2018 - April 30, 2020. At the end of this period, contract stipulated that parties may renew Agreement for 1 year period(s) with the same rates and prices described in RFP 2017-082. We are requesting an extension from May 1, 2020 - April 31, 2021.

RESOLUTION NO. 542

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE UNDERTAKING OF STRUCTURAL AND ENGINEERING EVALUATIONS OF VARIOUS COUNTY OWNED FACILITIES, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$300,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$300,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 12/5/16

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 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 2017 Capital Plan in the County’s 2017-2021 Capital Program, as amended and supplemented (hereinafter referred to as 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 costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$300,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$300,000 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 \$300,000 to pay the costs of the capital project.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$300,000 of said serial bonds are herein authorized to be issued, within the limitations of subparagraph 62 of Section 11.00 a. of the New York Local Finance Law (the “Law”), is five (5) years.

Section 2. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$300,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

Section 3. The following additional matters are hereby determined and stated:

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

(b) The proposed maturity of the bonds authorized by this resolution will not exceed five (5) years, except as otherwise provided in subparagraph 62 of Section 11.00 a. of the Law.

Section 4. 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 5. 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 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 6. 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 7. 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 8. 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 project. 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 constitutes a “Type II action” pursuant to 6 NYCRR 617.5(c)(18) and (21), 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 9. 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 2 of this resolution. This resolution shall constitute the declaration of the County’s “official intent” to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 10. 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:

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

(b) 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

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

Section 11. 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 Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

On roll call vote the following voted in favor: Messrs. Beston, Bullock, Burgdorf, Ms. Chapman, Messrs. Clay, Clenahan, Commisso, Crouse, Ms. Cunningham, Messrs. Dawson, Domalewicz, Drake, Ethier, Feeney, Fein, Grimm, Higgins, Hogan, R. Joyce, Mss. Lekakis, Lockart, Messrs. Mackey, Mauriello, Mayo, Mss. McKnight, McLean Lane, Messrs. Mendick, Miller, O'Brien, Reinhardt, Signoracci, Smith, Stevens, Touchette, Tunny, Ward and Ms. Willingham – 37.

Those opposed – 0.

Resolution was adopted 12/5/16.

RESOLUTION NO. 128**AMENDING RESOLUTION NO. 143 FOR 2018 REGARDING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR VARIOUS ALBANY COUNTY PROJECTS**

Introduced: 4/8/19

By Public Works Committee:

WHEREAS, By Resolution No. 143 for 2018, this Honorable Body authorized a two-year agreement with C.T. Male Associates regarding professional architectural and engineering services for various Albany County projects in an amount not to exceed \$300,000 for a term commencing May 1, 2018 and ending April 30, 2020, and

WHEREAS, Due to a high volume of countywide projects, the Commissioner of the Department of General Services has requested authorization to amend the aforementioned agreement with C.T. Male in the amount of \$250,000, now, therefore be it

RESOLVED, By the Albany County Legislature that Resolution No. 143 for 2018 regarding an agreement with C.T. Male Associates for professional architectural and engineering services for various Albany County projects is hereby amended in the amount of \$250,000, to indicate a new total amount not to exceed of \$550,000 rather than \$300,000, and, be it further

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

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

Adopted by unanimous vote - 4/8/19

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 8th day of April, 2019, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 10th day of April, 2019.

A handwritten signature in cursive script, appearing to read "Paul J. Davanzo".

Clerk, Albany County Legislature

RESOLUTION NO. 143

AUTHORIZING AN AGREEMENT WITH C.T. MALE ASSOCIATES REGARDING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR VARIOUS ALBANY COUNTY PROJECTS

Introduced: 4/9/18
By Public Works Committee:

WHEREAS, The Commissioner of the Department of General Services, after an RFP process, has requested authorization to enter into a two-year agreement with C.T. Male Associates regarding professional architectural and engineering services for various Albany County Projects in an amount not to exceed \$300,000 for the term commencing May 1, 2018 and ending April 30, 2020, with a one-year option to renew, and

WHEREAS, The Commissioner indicated the proposed agreement will include space utilization studies, general architectural upgrades, design of improvements needed to meet NYS Building Code and Americans with Disabilities Act requirements, mechanical, electrical and plumbing system investigation and design of improvements, design and preparation of specifications and cost estimating of both new construction and/or renovation projects, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a two-year agreement with C.T. Male Associations regarding professional architectural and engineering services for various Albany County Projects in an amount not to exceed \$300,000 for the term commencing May 1, 2018 and ending April 30, 2020, with a one-year option to renew, and, be it further

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

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

Adopted by unanimous vote. 4/9/18

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND C.T. MALE ASSOCIATES ENGINEERING, SURVEYING, ARCHITECTURE,
LANDSCAPE ARCHITECTURE & GEOLOGY, D.P.C..
FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
FOR VARIOUS ALBANY COUNTY PROJECTS

PURSUANT TO RES. NO. 143 FOR 2018, ADOPTED APRIL 9, 2018

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter called the "County" or "Owner") and C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C., a New York domestic professional corporation, with a principal place of business located at 50 Century Hill Drive, Latham, New York 12110 (hereinafter called the "Consultant" and, together with the County, may be referred to as the "parties").

WITNESSETH

WHEREAS, periodically, the County requires professional architectural and engineering services on an as needed basis for work required in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter called "Purchasing Division") issued a Request for Proposals for architect/engineer services for various projects in Albany County, said request having been designated RFP #2017-082, issued on June 21, 2017 and published on June 28, 2017 and July 6, 2017 (hereinafter called the "RFP"); and

WHEREAS, the Consultant has submitted a proposal on July 14, 2017 to provide architectural and engineering services on an as needed basis (hereinafter called the "Proposal"); and

WHEREAS, the County has accepted the Proposal of the Consultant to provide the aforesaid architectural and engineering services; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into this Agreement with the Consultant by Resolution No. 143 for 2018, adopted April 9, 2018;

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 RFP, which is incorporated by reference and made a part hereof; and the Proposal, which is incorporated by

reference and made a part hereof (collectively called “the Agreement” hereinafter).

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 RFP; 3) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Consultant shall provide all of the architectural and engineering services requested by the County, and meet all of the requirements and provisions described in the RFP. The services shall include, but are not limited to, the Consultant providing the following:

2.1.1 Architectural and Engineering Term Services

The Consultant shall provide professional architectural and engineering term services for a variety of Albany County projects on an as needed basis. The projects may be small or large in scale, require varying levels of involvement by the Consultant, and often require a prompt turn-around of services.

Project assignments under this Agreement will vary, and may include planning, design and/or construction phase services at Albany County facilities related to the following:

- space utilization studies which include programming and master planning;
- general architectural upgrades;
- design of improvements needed to meet NYS Building Code and Americans with Disabilities Act (ADA) requirements;
- civil/site investigation and design of improvements, including utilities, fencing, grading, and drainage;
- mechanical, electrical and plumbing system investigation and design of improvements;
- structural investigation and design of improvements;
- design and preparation of specifications; and
- Cost estimating of both new construction and/or renovation projects.

Note: the above description of services are intended to convey the variety of assignments that have previously been performed, and are not necessarily an indication of future assignments that will be made under this Agreement.

2.1.2 Consultant Services

The Consultant will be required to perform services during the planning, design and construction phases which may include, but will not be limited to, the following:

Services during the planning phase:

- review existing background and record information, including plans and reports, historical data, and related information;
- perform physical need, compliance, and process audits and evaluations of facilities;
- identify regulatory requirements, prepare implementation strategies, identify funding and financing options, and develop schedules for plan recommendations;
- perform visualization, space/master planning and programming; and .
- provide deliverables, which may include, but not be limited to, evaluations, reports, schedules, cost estimates, and recommendations.

Services during the design phase:

- architectural and landscape architecture investigation and design;
- civil/site, mechanical, electrical, plumbing, structural and special systems (fire alarm, security, and telephone/data) investigation and design;
- evaluate and recommend equipment, construction methods and materials;
- develop and/or revise specifications and details using word processing and Computer Aided Drafting (CAD) software compatible with current Albany County standards;
- provide facility, exhibit and system evaluations and analysis;
- provide feedback pertaining to any NYS Building Code issues;
- review and assist in developing, revising, editing, and/or distributing contract documents for improvements;
- provide bidding assistance including bid tabulations and recommendations, clarifications, and construction cost estimating for improvements;
- prepare request for proposal documents to solicit further consultant services on specific projects;
- provide deliverables which may include, but not be limited to, evaluations, reports, permits, schedules, drawings/details, specifications, contract documents, addenda, bid tabulations, cost estimates/worksheets, and recommendations.

2.2 Prior to providing any services on a County project, a written proposal for a not to exceed cost for each project shall be prepared by the Consultant and submitted to the County (hereinafter called the "project proposal"). The project proposal's not to exceed cost shall include all reimbursables. The Consultant shall not commence services until the County has provided written approval of the Consultant's project proposal.

2.3 The Consultant shall not perform any services beyond that set forth or described in a project proposal (hereinafter called "additional work") unless it has obtained prior written approval from the County.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00) as full compensation for services rendered under this Agreement, billed in accordance with project proposals approved by the County.

3.2 The rates and prices set forth in the Proposal shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County upon the Consultant's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

ARTICLE 5. TERM OF THE AGREEMENT

The term of this Agreement shall commence on May 1, 2018 and shall continue in effect through April 30, 2020. At the end of this initial period, the parties may, by mutual agreement, renew the Agreement for one (1) one-year periods, with the same rates and prices described in the Proposal.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Consultant as follows:

6.1.1 The County may terminate this Agreement if the Consultant refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Consultant fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Consultant may terminate this Agreement if the County is substantially in breach of it.

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

ARTICLE 7. ASSIGNMENT

7.1 The Consultant specifically agrees as required by Section 109 of the N.Y. General Municipal Law that the Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Consultant's right, title, or interest therein, without the prior

written consent of the County.

7.2 The Consultant shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Consultant shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Consultant shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Consultant to the end that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Consultant is, and shall function as, an independent consultant under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Consultant shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Consultant shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Consultant, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Consultant shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement.

15.2 The Consultant shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Consultant shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Consultant shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon 30 days prior written approval by the County.

16.2 The Consultant shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Consultant shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Consultant has delivered the Certificates of Insurance to the County. Upon failure of the Consultant to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Consultant shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule (A) of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Consultant.

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 20. HEADINGS - CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Consultant hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Consultant either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Consultant in default and/or seeking debarment or suspension of the Consultant.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Consultant 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 Consultant 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

If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Consultant 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 extra compensation to the Consultant on a negotiated basis.

ARTICLE 25. IRANIAN ENERGY SECTOR DIVESTMENT

The Consultant hereby represents that said consultant is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that said consultant has not:

- a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

- b) Acted as a financial institution and extended \$20 Million or more in credit to another person for 45 days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 26. STORMWATER MANAGEMENT PROGRAM

26.1 The Consultant understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Proposer further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Consultant agrees to comply with the terms and conditions of the SPDEC General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Consultant also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Proposer's own liability.

26.2. The Consultant shall execute and deliver to the County a certification statement acknowledging the above provisions prior to providing any services and/or commencing any work.

ARTICLE 27. MISCELLANEOUS PROVISIONS

27.1 During the term of this Agreement, the Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Consultant shall give the County 30 days written notice in advance of such event.

27.2 The Consultant shall at all times obtain and maintain all licenses and/or certifications required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

27.3 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.

27.4 The County shall bear no responsibility other than that set forth in this Agreement.

27.5 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

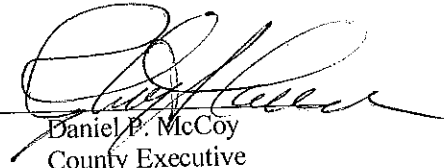
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: _____

5/29/18

BY: _____


Daniel P. McCoy
County Executive

or

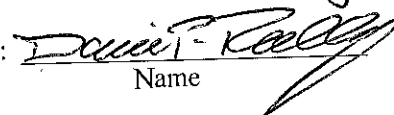
Philip F. Calderone, Esq.
Deputy County Executive

C.T. MALE ASSOCIATES
ENGINEERING, SURVEYING,
ARCHITECTURE, LANDSCAPE
ARCHITECTURE & GEOLOGY, D.P.C..

DATED: _____

5/11/18

BY: _____

Daniel P. Reilly,

Name

chief operating officer
Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2018, 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 29 day of May, 2018, before me, the undersigned, personally appeared Philip F. Calderone, Esq. 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.

Michael A. Lalli
Notary Public

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

On the 11th day of May, 2018, before me, the undersigned, personally appeared Daniel P. Reilly, 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.

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

Alice M. Benamati
Notary Public

ALICE M. BENAMATI
Notary Public, State of New York
No. 01BE6204059
Qualified in Albany County
Commission Expires April 13, 2021

**SCHEDULE A
INSURANCE COVERAGE**

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

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
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. **Professional Liability Insurance:** A policy or policies of professional liability insurance with limits of not less than \$4,000,000.

AMENDMENT TO AGREEMENT
 BETWEEN THE COUNTY OF ALBANY
 AND C.T. MALE ASSOCIATES ENGINEERING, SURVEYING, ARCHITECTURE,
 LANDSCAPE ARCHITECTURE & GEOLOGY, D.P.C..
 FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
 FOR VARIOUS ALBANY COUNTY PROJECTS

PURSUANT TO RES. NO. 128 FOR 2019, ADOPTED APRIL 8, 2019
 (ORIGINAL: RES. NO. 143 FOR 2018, ADOPTED APRIL 9, 2018)

This is an Amendment to Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter called the "County" or "Owner") and C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C., a New York domestic professional corporation, with a principal place of business located at 50 Century Hill Drive, Latham, New York 12801 (hereinafter called the "Consultant" and, together with the County, may be referred to as the "parties").

WITNESSETH

WHEREAS, the County has an agreement with the Consultant for professional architectural and engineering services on an as needed basis for work required in its buildings and on its properties, said agreement having been authorized by Resolution No. 143 for 2018, adopted April 9, 2018 (hereinafter called the "Agreement"); and

WHEREAS, the Agreement, at Article 24, contains an extra work/services provision, enabling the parties to contract for additional work/services for reasonable compensation, and the parties seek to amend the Agreement to provide for more compensation to be available to pay the Consultant so that the County can undertake more construction projects than originally anticipated, using the Consultant's architectural and engineering services; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into this Amendment to Agreement with the Consultant by Resolution No. 128 for 2019, adopted April 8, 2019;

WHEREAS, this Amendment to Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

1. That ARTICLE 3. COMPENSATION shall be amended to read as follows:

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to

exceed FIVE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$550,000.00) as full compensation for services rendered under this Agreement, billed in accordance with project proposals approved by the County.

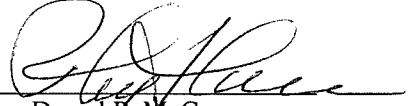
3.2 The rates and prices set forth in the Proposal shall remain fixed for the entire term of this Agreement and any renewals.

2. That all other articles, paragraphs, terms, conditions and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 5/15/19

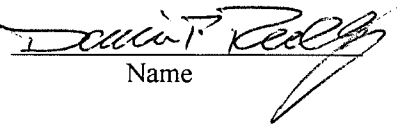
BY: 
Daniel P. McCoy
County Executive

or

Philip F. Calderone, Esq.
Deputy County Executive

C.T. MALE ASSOCIATES
ENGINEERING, SURVEYING,
ARCHITECTURE, LANDSCAPE
ARCHITECTURE & GEOLOGY, D.P.C..

DATED: 4/24/19

BY: 
Name
chief operating officer
Title

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

On the ____ day of _____, 20____, 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 15 day of May, 2019, before me, the undersigned, 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 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.

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2023



NOTARY PUBLIC

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

On the 24th day of April, 2019, before me, the undersigned, personally appeared Daniel P. Reilly, 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 whom the individual(s) acted, executed the instrument.

ALICE M. BENAMATI
Notary Public, State of New York
No. 01BE6204059
Qualified in Albany County
Commission Expires April 13, 2021



NOTARY PUBLIC

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Architect/Engineering Services for Various Projects at Albany County
RFP Number: 2017-082

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
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
July 7, 2017	Addendum #1
July 13, 2017	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")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
7. Communication concerning this Proposal shall be addressed to:
- Richard Campagnola, R.A.
- 50 Century Hill Drive, Latham, NY 12110
- r.campagnola@ctmale.com
- Phone: (518) 786-7400
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: Architect/Engineering Services for Various Projects in Albany County
RFP Number: 2017-082

Proposers shall quote the following hourly rate per each discipline listed:

Principal/Director Architect	\$ <u>170.00</u>
Principal/Director Engineer	\$ <u>170.00</u>
Project Architect	\$ <u>110.00</u>
Project Engineer	\$ <u>125.00</u>
Landscape Architect	\$ <u>115.00</u>
Civil Engineer	\$ <u>110.00</u>
Structural Engineer	\$ <u>125.00</u>
Environmental Engineer	\$ <u>120.00</u>
Mechanical Engineer	\$ <u>95.00</u>
Plumbing/Fire Protection Engineer	\$ <u>85.00</u>
Electrical Engineer	\$ <u>115.00</u>
CAD Designer	\$ <u>80.00</u>
Administrative/General Technical Assistant	\$ <u>65.00</u>

Reimbursable costs: In accordance with attached Schedule of Reimbursable Expenses

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Architect/Engineering Services for Various Projects in Albany County
RFP Number: 2017-082

COMPANY: C.T. Male Associates Engineering, Surveying,
Architecture & Landscape Architecture, D.P.C.

ADDRESS: 50 Century Hill Drive

CITY, STATE, ZIP: Latham, NY 12110

TEL. NO.: (518) 786-7400

FAX NO.: (518) 786-7299

FEDERAL TAX ID NO.: 14-1540416

REPRESENTATIVE: Edwin L. Vopelak, Jr., P.E.

E-MAIL: e.vopelak@ctmale.com

SIGNATURE AND TITLE: *Edwin L. Vopelak Jr.*

DATE: 7/13/17

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.

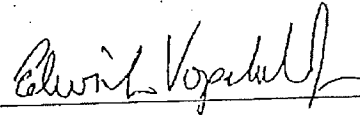
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

Vice President, Technical Services

Title

C.T. Male Associates Engineering, Surveying,
Architecture & Landscape Architecture, D.P.C.

Company Name

7/13/17

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.

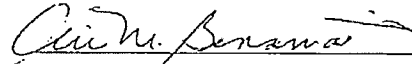
Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

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

On this 13 day of July, 2017, before me personally appeared Edwin L. Vopelak, Jr., P.E. to me known, who, being by me sworn, did say that he resides at (give address) 34 Ashley Drive, Clifton Park, NY 12065; that he is the (give title) Vice President, Technical Services of the (name of corporation) C.T. Male Associates, 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.

ALICE M. BENAMATI
Notary Public, State of New York
No. 01BE6204059
Qualified in Albany County
Commission Expires April 13, 2021



Notary Public, State of New York
Qualified in Albany County
Commission Expires 4/13/21

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 _____

COUNTY OF ALBANY

REQUEST FOR PROPOSALS ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES



RFP #2017-082

ARCHITECT/ENGINEER FOR VARIOUS PROJECTS IN ALBANY COUNTY

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 820
ALBANY, NY 12207**

**COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 820, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588**

**TITLE: Architect/Engineer for Various Projects in Albany County
RFP NUMBER: 2017-082**

Receipt Confirmation Form

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

Karen A. Storm
Purchasing Agent
County of Albany
112 State Street, Room 820
Albany, NY 12207

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

Yes / **No**

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

Courier Collect: _____ Mail _____

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NY 12207

NON-PROPOSER RESPONSE

RFP #2017-082

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

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

Vendor Name: _____
Contact Person: _____
Vendor Address: _____
Vendor Telephone: _____

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2017-082**

Sealed Proposals for ARCHITECT/ENGINEER FOR VARIOUS PROJECTS IN ALBANY COUNTY as requested by the Albany County Department of General Services will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, July 14, 2017.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, starting by close of business (4:30 p.m.) on June 29, 2017.

Karen A. Storm
Purchasing Agent

Dated: June 21, 2017
Albany, New York

PUBLISH ONE DAY – July 6, 2017 -- THE EVANGELIST
PUBLISH ONE DAY – June 29, 2017 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
ARCHITECT/ENGINEER SERVICES FOR VARIOUS PROJECTS IN ALBANY COUNTY
ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
RFP #2017-082

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 Architect/Engineering Services for Various Projects in Albany County as requested by the Albany County Department of General Services.

1.2

SECTION 2: RECEIPT OF PROPOSALS

2.1 Five (5) copies 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, July 14, 2017**, at the following address:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 820**
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 Albany County Department of General Services.
- 2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

- 3.1 Provide the name, a brief history and description of your firm.
- 3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.
- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 Detail your firm's experience with projects of similar nature requested as part of this RFP.
- 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 Architectural and Engineering Term Services

General Scope of Work

4.1.1 The selected Respondent will provide professional architectural and engineering term services for a variety of Albany County projects on an as needed basis. The projects may be both small and large in scale, will require varying levels of involvement on behalf of the selected Respondent, and will often require a prompt turn-around of services.

4.1.2 Project assignments under this term contract will vary, and may include planning, design and/or construction phase services at Albany County facilities related to the following:

- space utilization studies which include programming and master planning;
- general architectural upgrades;
- design of improvements needed to meet NYS Building Code and Americans with Disabilities Act (ADA) requirements;
- civil/site investigation and design of improvements, including utilities, fencing, grading, and drainage;
- mechanical, electrical and plumbing system investigation and design of improvements;
- structural investigation and design of improvements;
- design and preparation of specifications; and
- Cost estimating of both new construction and/or renovation projects.

4.1.3 The above examples are intended to convey the variety of assignments that have previously been performed, and are not necessarily an indication of future assignments that will be made under the resulting contract.

4.2 Consultant Services

4.2.1 Respondents' proposals must demonstrate their qualifications for Architectural and Engineering Services. The selected Respondent(s) will be required to perform services during the planning, design and construction phases which may include, but will not be limited to, the following:

4.2.2 Services during the planning phase:

- review existing background and record information, including plans and reports, historical data, and related information;

- perform physical need, compliance, and process audits and evaluations of facilities;
- identify regulatory requirements, prepare implementation strategies, identify funding and financing options, and develop schedules for plan recommendations; and,
- perform visualization, space/master planning and programming.
- Deliverables may include, but may not be limited to, evaluations, reports, schedules, cost estimates, and recommendations.

4.2.3 Services during the design phase:

- architectural and landscape architecture investigation and design;
- civil/site, mechanical, electrical, plumbing, structural and special systems (fire alarm, security, and telephone/data) investigation and design;
- evaluate and recommend equipment, construction methods and materials;
- develop and/or revise specifications and details using word processing and Computer Aided Drafting (CAD) software compatible with current Albany County standards;
- provide facility, exhibit and system evaluations and analysis;
- provide feedback pertaining to any NYS Building Code issues;
- review and assist in developing, revising, editing, and/or distributing contract documents for improvements; and
- provide bidding assistance including bid tabulations and recommendations, clarifications, and construction cost estimating for improvements.
- Prepare request for proposal documents to solicit further consultant services on specific projects.

4.2.4 Deliverables may include, but may not be limited to, evaluations, reports, permits, schedules, drawings/details, specifications, contract documents, addenda, bid tabulations, cost estimates/worksheets, and recommendations.

4.3 Prior to beginning work on any project under this agreement, a written proposal for a not to exceed cost for each project will be required to be submitted to the County. The not to exceed cost shall include all reimbursables. No work shall commence until written approval has been given by the County.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be for two (2) years from the date of a fully executed contract.

5.2 At the end of the initial two (2) year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for one (1) additional year.

5.3 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

- 6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services, and on the Cost Proposal Form included herein.
- 6.2 Detail the fee structure for the Proposal which shall include hourly rates and all reimbursable costs. No additional costs will be considered.
- 6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

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

SECTION I:

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

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

SECTION II:

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

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

SECTION III:

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

SECTION IV:

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

SECTION V:

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

SECTION VI:

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

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated by a committee with representation from the Albany County Department of General Services. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Proposers comprehension of the required (work) Scope of Services	20%
Prior experience in similar architectural and engineering services	15%
Professional Qualifications	15%
Proposed per diem hourly rate	40%
Client references	10%

8.3 Proposals will be examined and evaluated by the Albany County Department of General Services with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties

SECTION 9: Section not in use

SECTION 10: ALTERNATIVES

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

SECTION 11: INDEMNIFICATION

11.1 The successful Proposer shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 12: SPECIFICATION CLARIFICATION

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

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 820**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: Karen.storm@albanycountyny.gov

12.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.

12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.

13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed

to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:

- (a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
- (c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

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

- (d) **Errors and Omissions Insurance:** A policy or policies with limits not less than \$4,000,000.

15.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney:

- (a) Albany County shall be named as an additional insured on all liability and errors and omissions policies. **Proposal number must appear on insurance certificate.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

15.3 No work shall be commenced under the contract until the successful Proposer has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the successful Proposer. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Proposer to procure and maintain any required insurance, shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

SECTION 16: REMEDY FOR BREACH

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

SECTION 17: CASH DISCOUNT

17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.

17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW

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

SECTION 19: MACBRIDE PRINCIPLES

- 19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 19.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.
- 19.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 20: Section not in use

SECTION 21: ANTIDISCRIMINATION CLAUSE

- 21.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual

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

SECTION 22: Section not in use

SECTION 23: INTERPRETATION

23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful Proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP; 3) the Contractor's proposal.

SECTION 24: NON APPROPRIATIONS CLAUSE

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

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

25.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

25.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

25.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

25.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 26: Not in use

SECTION 27: STORMWATER MANAGEMENT PROGRAM

27.1 Bidder understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Bidder also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder's own liability. **Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment "E").**

SECTION 28: GREEN INFRASTRUCTURE POLICY

28.1 The Prospective Bidder(s) acknowledge(s) awareness of Albany County's Green Infrastructure Policy, which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Prospective Bidder(s) agree(s) to examine the feasibility of design options involving protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with said Policy

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Architect/Engineering Services for Various Projects at Albany County
RFP Number: 2017-082

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
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")
 - (e) MS-4-1 Certification Statement RE: Stormwter Discharges (Attachment "E")

7. Communication concerning this Proposal shall be addressed to:

Phone: _____

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

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Architect/Engineering Services for Various Projects in Albany County
RFP Number: 2017-082

Proposers shall quote the following hourly rate per each discipline listed:

Principal/Director Architect	\$ _____
Principal/Director Engineer	\$ _____
Project Architect	\$ _____
Project Engineer	\$ _____
Landscape Architect	\$ _____
Civil Engineer	\$ _____
Structural Engineer	\$ _____
Environmental Engineer	\$ _____
Mechanical Engineer	\$ _____
Plumbing/Fire Protection Engineer	\$ _____
Electrical Engineer	\$ _____
CAD Designer	\$ _____
Administrative/General Technical Assistant	\$ _____

Reimbursable costs: _____

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Architect/Engineering Services for Various Projects in Albany County
RFP Number: 2017-082

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE: _____

DATE: _____

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

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

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

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

If Corporation:

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

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

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

If Partnership:

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

On the _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

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

**ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

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

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p>	
a)	<ol style="list-style-type: none"> 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
b)	<p>been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <ol style="list-style-type: none"> 1. federal, state or local health laws, rules or regulations. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <ol style="list-style-type: none"> a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i> 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OR THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this ____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

NOTICE OF JOB VACANCIES

1. The Contractor recognizes the continuing commitment on the part of Albany County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.
2. The Contractor is encouraged to notify the County when the Contractor has or is about to have a job opening for a full time position within Albany County or any contiguous County. The County requests that notice be given as soon as practicable after the Contractor has knowledge that a job opening will occur. The notice should contain information that will facilitate the identification and referral of appropriate candidates. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per week, location and qualifications (education and experience).
3. Please provide notice of job vacancies in writing to:

Albany County Job Alert Line
Albany County Department of Social Services
162 Washington Avenue
Albany, NY 12210

Fax: (518) 447-7613
Telephone: (518) 447-7678

4. The Contractor recognizes that this is an opportunity to make a good faith effort to work with Albany County for the benefit of the community. Nothing contained in this provision however, shall be interpreted as an obligation on the part of the Contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice.

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System (“SPDES”) General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County’s SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

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

Signature

Printed Name

Title

Date



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

MARTIN V. MCCLUNE
DEPUTY COMMISSIONER

January 6, 2020

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

Re: Contract Authorization

Dear Chairman Joyce:

The Department of General Services requests authorization to purchase Replacement Spotlights for the Times Union Center.

Of the two quotes received, Full Compass Systems was the lowest at \$115,624.00.

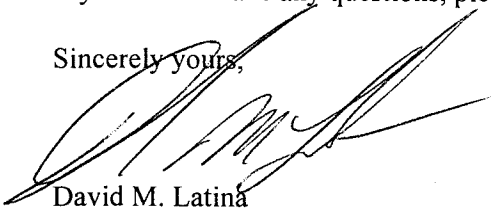
This purchase also includes a twelve (12) month warrantee period from date of receipt.

The new spotlights will replace the existing spotlights and address current event and performance requirements.

This purchase is included in the current Civic Center Capital Projects and funding will be covered through Bond #HKUY.

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

Sincerely yours,


David M. Latina
Commissioner

DML:tas
Enclosure(s)

cc: Honorable Dennis Feeney, Majority Leader
Honorable Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1351, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Purchase authorization of Replacement Spotlights for the Times Union Center

Date: 1/06/2020
 Submitted By: David M. Latina
 Department: General Services
 Title: Commissioner
 Phone: 518-447-7210
 Department Rep.
 Attending Meeting: David M. Latina

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Full Compass Systems
9770 Silicon Prairie Pkwy.
Madison WI 53593

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$115,624.00
Scope of Services: Provide and deliver eight (8) Lycain 1290 XLT 2K follow spotlights with Xenon 2K lamps

Bond Res. No.: 18-569
Date of Adoption: 12/3/2018

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: 1620-4046

Appropriation Amount: \$115,624.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) March 2020 - March 2021

Length of Contract: Twelve (12) months following receipt to cover warrantee period.

Impact on Pending Litigation

Yes No

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The Department of General Services requests authorization to purchase Replacement Spotlights for the Times Union Center.

Of the two quotes received, Full Compass Systems was the lowest at \$115,624.00.

This purchase also includes a twelve (12) month warrantee period from date of receipt.

The new spotlights will replace the existing spotlights and address current event and performance requirements.

This purchase is included in the current Civic Center Capital Projects and funding will be covered through Bond #HKUY.



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

MARTIN V. MCCLUNE
DEPUTY COMMISSIONER

To: Karen Storm
Purchasing Agent

From: David M. Latina
Commissioner

Date: December 10, 2019

Re: Request for Bid 2019-120-R
Replacement Spotlights for the Times Union Center

I have reviewed the bids received for, RFB 2019-120-R, Replacement Spotlights for the Times Union Center. I recommend accepting Full Compass Systems submission as the lowest responding bidder for the cost not to exceed \$115,624.00.

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

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: David Latina
General Services

FROM: Karen Storm *Karen Storm*
Purchasing Agent

DATE: December 10, 2019

RE: RFB # 2019-120-R

As Full Compass Systems is the low 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 to the successful bidder.

RFB-2019-120R Tabulation

Bidder	Spotrental	Full Compass		
Spotlights	\$ 121,785.92	\$ 115,624.00		

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Replacement Spotlights
 Bid Number: 2019-120-R

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
 Albany County Department of General Services
 Purchasing Division
 112 State Street, Room 1000
 Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
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 submit the Contract Security and other documents required by the General Instructions to Bidder 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 Bid, that:
 - (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state)

Date

Number

11 | 24 / 19

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

- (b) 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.

BF1

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
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:

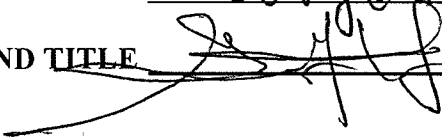
Full Compass Systems
9770 Silicon Prairie Pkwy
MADISON, WI 53593
 Phone: (800) 356-5644 x1114 Fax: (608) 839-6330
 E-mail: Kouryo@fullcompass.com

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

BID FORM**BID IDENTIFICATION:**

Title: Replacement
 Spotlights Bid Number:
 2019-120-R

Quantity of 8, Spotlights as per specifications or equivalent.

ITEM # Lycian 1290 W/XB02000WHS/OFR-OS Lamps
 DESCRIPTION Spotlight XLT2K Xenon
 TOTAL BID \$ 115,624.00
 COMPANY: Full Compass Systems LTD
 ADDRESS: 9770 Silicon Prairie Pkwy
 CITY, STATE, ZIP: Madison, WI 53593
 TEL. NO.: (800) 356-5844
 FAX NO.: (608) 831-6330
 FEDERAL TAX ID NO.: 39-1279698
 REPRESENTATIVE: George Kowry
 E-MAIL: Kowry@fullcompass.com
 SIGNATURE AND TITLE  Sales
 DATE 11-26-2019

BF3

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.

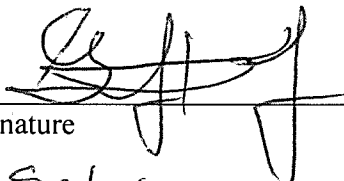
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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
Sales

Title
Full Compass

Company Name

11-20-2019

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

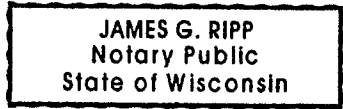
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF WISCONSIN)
COUNTY OF Dane) SS.:

On this 26th day of November, 2019, before me personally appeared George Kony to me known, who, being by me sworn, did say that he resides at (give address) 3620 1-Bird way Cottage Grove WI; that he is the (give title) National Sales Representative of the (name of corporation) Full Connect Systems, 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.



[Handwritten signature]

Notary Public, State of Wisconsin

Qualified in _____

Commission Expires My Commission Expires December 8, 2021

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 "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME <i>Full Compass Systems LTD</i>		3. IDENTIFICATION NUMBERS a) FEIN # <i>39-1279698</i> b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) <i>www.fullcompass.com</i>	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>9770 Silicon Prairie Pkwy Madison WI 53593</i>		7. TELEPHONE NUMBER <i>(608) 831-7330</i>	8. FAX NUMBER <i>(608) 831-6330</i>
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 <i>George Kuryl</i> Title <i>Sales</i> Telephone Number <i>(608) 831-7330 x1114</i> Fax Number <i>(608) 831-6330</i> e-mail <i>Kuryl@fullcompass.com</i>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME <i>Susan Lipp</i>	TITLE <i>OWNER</i>	b) NAME	TITLE
c) NAME <i>Jeanette Lipp</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

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
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>	<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> <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
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 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 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 ¹ :	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.		

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

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

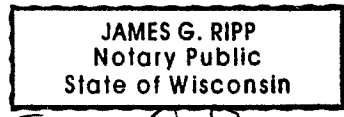
The undersigned certifies that he/she:

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

Name of Business FULL COMPASS Signature of Owner [Signature]
 Address 9770 Silicon Prairie Pkwy Printed Name of Signatory Brent King
 City, State, Zip Madison WI 53593 Title _____

Sworn before me this 20th day of November, 2017:

Notary Public



My Commission Expires
December 8, 2021

James G. Ripp
Printed Name
[Signature]
Signature
11/26/17
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

SM'S

 Title

11-26-2019
 Date

Full Compass Systems
 Company Name

RESOLUTION NO. 569

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE UNDERTAKING OF VARIOUS CAPITAL PROJECTS FOR THE TIMES UNION CENTER AND TIMES UNION CENTER PARKING GARAGE, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$3,272,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$3,272,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 12/3/18

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 capital projects at the Times Union Center (the "Center"), in the City of Albany, New York, consisting of renovation of the locker rooms, including replacement of existing equipment; upgrades to the elevators and stair replacement in the Center garage; upgrades and replacement of the Quad stairs and Atrium door; and replacement of flooring in the main arena and kitchen, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2019 Capital Plan in the County's 2019-2023 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 \$1,975,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,975,000 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 \$1,975,000 to pay the costs of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,975,000 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 five (5) years.

Section 2. The County is hereby authorized to undertake various capital projects at the Center, consisting of the replacement of old staging, spotlights, and forklifts and the installation of turnstiles, 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 2019 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or

purposes, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$597,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$597,000 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 \$597,000 to pay the costs of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$597,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(32) of the Law, is five (5) years.

Section 3. The County is hereby authorized to undertake various capital projects at the Center, consisting of the partial reconstruction of the heating system, including replacement of the Comfort Chiller, BMS Control, and Concourse heat/fan coil, and lighting upgrades, including the installation of energy efficient lightbulbs, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2019 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$700,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$700,000 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 \$700,000 to pay the costs of the projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$700,000 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 ten (10) years.

Section 4. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$3,272,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 5. The following additional matters are hereby determined and stated:

- (a) The facilities described above are class "A" buildings, as defined in Section 11.00(a)(11)(a) of the Law.
- (b) 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.
- (c) The proposed maturity of a portion of the bonds authorized by this resolution will exceed five (5) years.

Section 6. 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 7. 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 8. 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 9. 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 10. 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. 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, and 3 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(1), (2) and (25), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to the projects.

Section 11. 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 4 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2, and 3 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

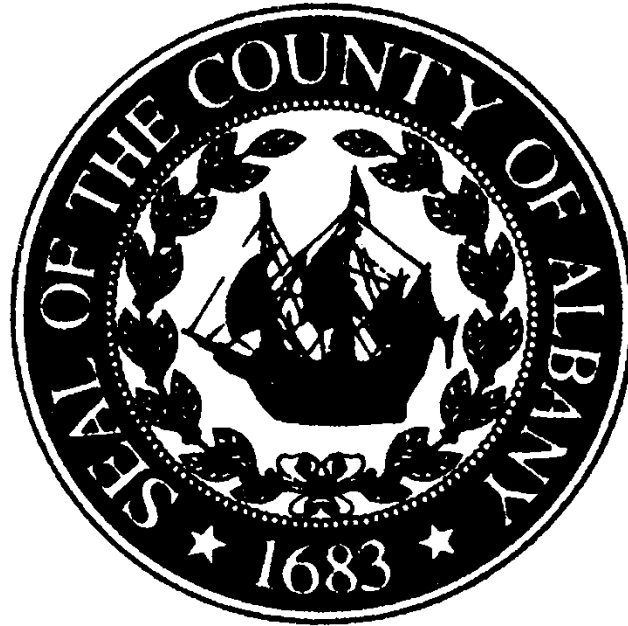
Section 12. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (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 13. 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.

COUNTY OF ALBANY

REQUEST FOR BIDS ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES



RFB # 2019-120-R

REPLACEMENT SPOTLIGHTS

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

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

TITLE: Replacement Spotlights RFB NUMBER: 2019-120-R

Receipt Confirmation Form

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

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

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

Yes / **No**

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

Courier Collect: _____ Mail _____

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

NON-BIDDER RESPONSE

RFB # 2019-120-R

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

- Could not meet specifications or Scope of Services.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements are too restricting.
- Bond requirements are too restricting.
- Specifications or 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.
- Other reasons; please state and define:

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

**NOTICE TO BIDDERS -- ALBANY
COUNTY REQUEST FOR BIDS # 2019-120-R**

Sealed Bids for Replacement Spotlights as requested by General Services will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, December 5, 2019.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **Thursday November 21, 2019**.

Karen A. Storm
Purchasing Agent

Dated: Albany, New York
November 15, 2019

PUBLISH ONE DAY – Thursday November 21, 2019 -- THE EVANGELIST
PUBLISH ONE DAY – Thursday November 21, 2019 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

The County of Albany officially distributes bidding documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of bidding documents obtained from any other source are not considered official documents. Only those vendors who obtain bidding 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: BID IDENTIFICATION

- 1.1 Title: *Replacement Spotlights*
- 1.2 Requesting Department: *General Services*
- 1.3 Bid Number: *2019-120-R*

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for ***REPLACEMENT SPOTLIGHT*** as requested by ***GENERAL SERVICES***
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.
- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11 A.M. ON THURSDAY, DECEMBER 5, 2019**, at the following address:

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

4.2 All bids received after the time stated in the “Notice to Bidders”, or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

SECTION 5: TERM OF BID

5.1 The bid shall be in effect from the date of contract execution until completion of all work under the contract. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

6.1 There will be no bid security requested for this bid.

SECTION 7: QUALIFICATION OF BIDDER

7.1 No formal written Bidder Qualification questionnaire is being requested for this bid.

7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment “C”) as part of the bid.

7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder 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 bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 8: NOT NEEDED

SECTION 9: DISQUALIFICATION

9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
- (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.
- (c) Bidder's default under previous contracts with the County.
- (d) Bidder's unsatisfactory work on previous contracts with the County.

9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

- (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
- (c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: NOT NEEDED

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

11.1 All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive

Bidding Certificate (Attachment “A”) is required to be submitted with each bid on the form provided by the County.

SECTION 12: BID FORM

- 12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.
- 12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- 12.5 All names must be printed or typed below the signature.
- 12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).
- 12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

- 13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of “equal or better” or “or equal”, the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

- 14.1 All inquiries with respect to this Request for Bids must be directed to the Albany County Purchasing Agent as follows:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, ***Room 1000***
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: Karen.storm@albanycountyny.gov

- 14.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the bidding documents. Questions received less than four (4) days prior to the date of submission of bids will not be answered. The County will be bound only by responses given by formal written Addenda.

SECTION 15: BID EVALUATION

- 15.1 Bids shall remain valid until:

- (a) the execution of a contract by Albany County; or
- (b) the award of a purchase order by Albany County; or
- (c) as otherwise rejected by Albany County.

- 15.2 Bids received will be evaluated by Albany County and will be based, as a minimum, upon the following criteria:

- (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
- (b) Completeness of the bid; and
- (c) Bidder's demonstrated capabilities and professional qualifications.

- 15.3 The County reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the County of Albany. Bidders need not submit bids for all items listed to be eligible for an award of this contract.

- 15.4 The County reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or other Governmental Agency or New York State Preferred Sources within its discretion.

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

- 16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.
- 16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

- 17.1 The apparent successful Bidder will be issued a Notice of Award in the form of an Albany County purchase order.
- 17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Albany County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Albany County of an attachment against the Successful Bidder, the County of Albany shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 18: PERFORMANCE BOND

- 18.1 No Performance bond is requested for this bid.

SECTION 19: NOT NEEDED

SECTION 20: INDEMNIFICATION

- 20.1 The successful Bidder 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 attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

- 22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.
- 22.2 Albany County operates a formal Purchase Order System. Under **NO** circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor who delivers items which are not ordered, or who duplicates or overships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to Albany County.
- 22.3 All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in this Request for Bids, or as otherwise agreed upon between the vendor and the Purchasing Division.
- 22.4 Unless otherwise specified by the County, inside delivery is required. Some delivery locations are not equipped with loading docks and no additional compensation shall be paid to vendors for inside delivery at those locations.
- 22.5 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.
- 22.6 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

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

SECTION 24: EXTENSION OF BIDS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

- 24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.
- 24.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- 24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
- 24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)
- 24.6 The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized bid.

SECTION 25: MACBRIDE PRINCIPLES

- 25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality,

the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

25.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: NOT NEEDED

SECTION 27: NOT NEEDED

SECTION 28: NOT NEEDED

SECTION 29: ANTI DISCRIMINATION CLAUSE

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

covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

SECTION 30: NOT NEEDED

SECTION 31: NOT NEEDED

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

33.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

33.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

33.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 34: STORMWATER MANAGEMENT PROGRAM

34.1 Bidder understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Bidder also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder's own liability. **Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment "E").**

SECTION 35: NOT NEEDED

Replacement Spotlights

RFB 2019-120-R

Specifications:

The replacement of spotlights in the Times Union Center Arena located at 51 South Pearl Street Albany, NY 12207.

These spotlights are replacing the eight current Super Trouper spotlights. Specifications for new spotlights are as follows:

Quantity of 8, Lycian 1290 XLT 2K follow spotlights with Xenon 2K lamps or equivalent.

Delivery/freight must be included.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Replacement Spotlights

Bid Number: 2019-120-R

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
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 submit the Contract Security and other documents required by the General Instructions to Bidder 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 Bid, that:
 - (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state)

Date

Number

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

- (b) 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.

BF1

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
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:

Phone: _____ Fax: _____

E-mail: _____

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

BID FORM

BID IDENTIFICATION:

Title: Replacement
Spotlights Bid Number:
2019-120-R

Quantity of 8, Spotlights as per specifications or equivalent.

ITEM # _____

DESCRIPTION _____

TOTAL BID \$ _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____

BF3

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 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 _____)
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 “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

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

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p>	
a)	<ol style="list-style-type: none"> 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
b)	<p>been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <ol style="list-style-type: none"> 1. federal, state or local health laws, rules or regulations. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <ol style="list-style-type: none"> a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i> 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OR THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this ____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name



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

MARTIN V. McCLUNE
DEPUTY COMMISSIONER

January 6, 2020

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

Re: Contract Authorization

Dear Chairman Joyce:

The Department of General Services requests authorization to purchase a new performance stage and accessories for the Times Union Center.

Of the three quotes received, Stage Right Corporation was the lowest at \$161,302.00.

This purchase also includes a twelve (12) month warrantee period from date of receipt.

The new performance stage and accessories will replace the current aging performance stage and better address current event and performance requirements.

This purchase is included in the current Civic Center Capital Projects and funding will be covered through Bond #HKUY.

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

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

cc: Honorable Dennis Feeney, Majority Leader
Honorable Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1352, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Purchase Authorization of Performance Stage and Accessories for the Times Union Center

Date: Jan. 6, 2020
 Submitted By: David M Latina
 Department: General Services
 Title: Commissioner
 Phone: 518-447-7210
 Department Rep.
 Attending Meeting: David M. Latina

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Stage Right Corporation
495 Pioneer Parkway
Clare, MI 48617

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$161,302.00
Scope of Services: Provide and deliver Performance Stage and Accessories as specified in RFB 2019-111.

Bond Res. No.: 18-569
Date of Adoption: 12/3/2018

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: 1620-4046

Appropriation Amount: \$161,302.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) March 2020 - March 2021

Length of Contract: Twelve (12) months following receipt to cover warrantee period.

Impact on Pending Litigation

Yes No

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The Department of General Services requests authorization to purchase a new performance stage and accessories for the Times Union Center.

Of the three quotes received, Stage Right Corporation was the lowest at \$161,302.00.

This purchase also includes a twelve (12) month warrantee period from date of receipt.

The new performance stage and accessories will replace the current aging performance stage and better address current event and performance requirements.

This purchase is included in the current Civic Center Capital Projects and funding will be covered through Bond #HKUY.



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

MARTIN V. McCLUNE
DEPUTY COMMISSIONER

To: Karen Storm
Purchasing Agent

From: David M. Latina
Commissioner

Date: December 31, 2019

Re: Request for Bid 2019-111
Performance Stage and Accessories for the Times Union Center

I have reviewed the bids received for, RFB 2019-111, Performance Stage and Accessories for the Times Union Center. I recommend accepting Stage Right Corporation's submission as the lowest responding bidder for the cost not to exceed \$161,302.00.

If you need any further information or have any questions, please feel free to contact me.

DML:tas



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

DANIEL P. McCOY
 COUNTY EXECUTIVE

DAVID M. LATINA
 COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
 PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
 General Services

FROM: Karen Storm *KAS*
 Purchasing Agent

DATE: December 31, 2019

RE: RFB#2019-111 Performance Stage and Accessories for the Times Union

I am in receipt of your recommendation to award the aforementioned Request for Bids to Stage Right Corporation in the amount of \$161,302.00.

As StageRight is the low responsive and responsible bidder, I concur with your recommendation.

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

Vendors	Item	Qty.	Unite Price	Extended Price	Total Purchase Price
Sico America, Inc.	Stage	1	\$ 126,336.00	\$ 126,336.00	\$ 206,215.00
	Stage Accessories	1	\$ 79,879.00	\$ 79,879.00	
Stage Right Corp.	Stage	1	114.194.00	114.194.00	\$ 161,302.00
	Stage Accessories	1	\$ 47,108.00	\$ 47,108.00	
Wenger Corp.	Stage and Legs	1	\$ 124,374.00	\$ 130,983.72	\$ 257,710.00
	Stage Accessories	1	\$ 79,926.00	\$ 126,726.28	

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Performance Stage and Accessories for the Times Union Center

Bid Number: RFB 2019-111

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
 Albany County Department of General Services
 Purchasing Division
 112 State Street, Room 820
 Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
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 submit the Contract Security and other documents required by the General Instructions to Bidder 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 Bid, that:
 - (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state)

Date	Number
None	

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

- (b) 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 deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
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:

StageRight Corporation

Attn: Matt Widenmier

495 Pioneer Parkway
Clare, MI 48617

Phone: 989-430-4967 Fax: 989-386-3500

E-mail: mwidemier@stageright.com

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

BID FORM**BID IDENTIFICATION:**

Title: Performance Stage and Accessories for the Times Union Center
 Bid Number: 2019-111

We propose to furnish all labor, materials, tools, equipment, transportation, licenses, services and incidentals necessary for installation of STAGE SYSTEM in accordance with bid specifications, for the price of:

TOTAL PURCHASE PRICE:

(Includes freight, installation, and/or training cost.)

\$ 161,302.00

ITEMIZED PRICING

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Stage	1	\$ 114,194.00	\$ 114,194.00
Stage Accessories	1	\$ 47,108.00	\$ 47,108.00

Note = each bid shall be accompanied with itemized list of parts breaking down each package listed above.

COMPANY: StageRight Corporation

ADDRESS: 495 Pioneer Parkway

CITY, STATE, ZIP: Clare, MI 48617

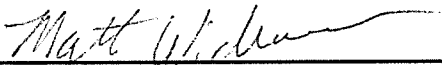
TEL. NO.: 800-438-4499

FAX NO.: 989-386-3500

FEDERAL TAX ID NO.: 38-2513133

REPRESENTATIVE: Matt Widenmier

E-MAIL: mwidemier@stageright.com

SIGNATURE AND TITLE 
Regional Sales Manager

DATE 10/8/19

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

Matt Widenmier

Regional Sales Manager

Title

10/8/19

Date

StageRight Corporation

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 Michigan)
COUNTY OF Clare) SS.:

On this 8 day of October, 2002019 before me personally appeared Nathan Rogers to me known, who, being by me sworn, did say that he resides at (give address) 495 Pioneer Parkway Clare MI 48617; that he is the (give title) President of the (name of corporation) StageRight 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.



[Signature]
Amy K Whitney
Notary Public, State of Michigan
Qualified in Osceola County
Commission Expires 9/6/2021

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 "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME StageRight Corporation		3. IDENTIFICATION NUMBERS a) FEIN # 38-2513133 b) DUNS # 11-873-5307	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: N/A		5. WEBSITE ADDRESS (if applicable) www.stageright.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 495 Pioneer Parkway Clare, MI 48617		7. TELEPHONE NUMBER 800-438-4499	8. FAX NUMBER 989-386-3500
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 Matt Widenmier Title Regional Sales Manager Telephone Number 989-430-4967 Fax Number 989-386-3500 e-mail mwidenmier@stageright.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Rogers Group Inc Nathan Rogers	TITLE COO	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 PRINCIPAL 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 individual's 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>	
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>	<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> <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 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
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 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 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 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 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 Nathan D Rogers

President

 Title

10/8/19

 Date

StageRight Corporation

 Company Name



StageRight Proposal
For
County of Albany

October 10, 2019

Prepared For:
Times Union Center

Performance Stage

<u>Qty</u>	<u>Description</u>
114	Deck, 4' x 8' Reversible with Black TechStage / Black TechStage Surfaces
8	ME-3750 Rolling Support, 8' x 12' x 48" - 78"
16	ME-2750 Rolling Support, 8' x 8' x 48" - 78"

TOTAL: \$ 114,194.00

Stage Accessories

<u>Qty</u>	<u>Description</u>
4	EZ Lift Stair, 8 Steps, 48" - 78"
17	Guardrail, 8' x 42" Universal
3	Guardrail, 4' x 42" Universal
17	Skirt, 8' x 48" - 78", Black Janus, Clip Attachment
3	Skirt, 4' x 48" - 78", Black Janus, Clip Attachment
2	ADA Ramp Package, 0" - 72"
6	Transport Pallet, 4' x 8' Steel Construction (20 decks)
1	Transport Guardrail

TOTAL: \$ 47,108.00

GRAND TOTAL: \$ 161,302.00

StageRight Corporation

Matt Widenmier

Regional Sales Manager

Mobile: (989) 430-4967

Email: mwidenmier@stageright.com

PRODUCT

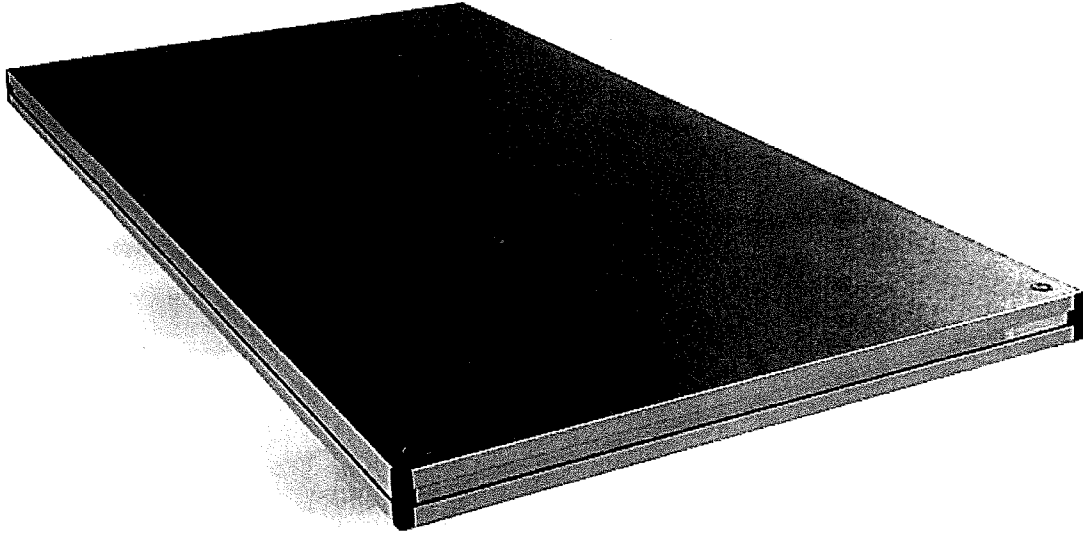
All Purpose Deck

ITEM

Product Sheet

CATEGORY

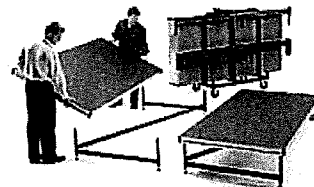
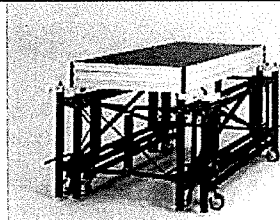
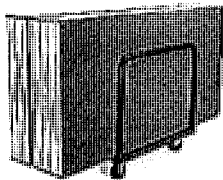
Major Events & Staging



Get superb rigidity and sound absorption in this lightweight deck.

Give your performers the added confidence that comes from StageRight Decks. Made of high-strength outer layers bonded to a honeycomb core, the Decks are so rigid that performers think they're on the permanent floor. And they're remarkably quiet, too. The honeycomb core absorbs resonance to reduce the "drumhead" effect that

can detract from a performance. Lightweight construction means added safety for your crews. The decks are reversible, giving you a choice for each event and doubling their wear life. And the decks are interchangeable on various StageRight support systems, allowing you to stage nearly any type of indoor event.



→ Decks may be used interchangeably on various StageRight support systems.



Set up in minutes



Sturdy, with no tools required



Unsurpassed customer service



STAGERIGHT

TOLL FREE 800.438.4499

ONLINE www.stageright.com

PRODUCT

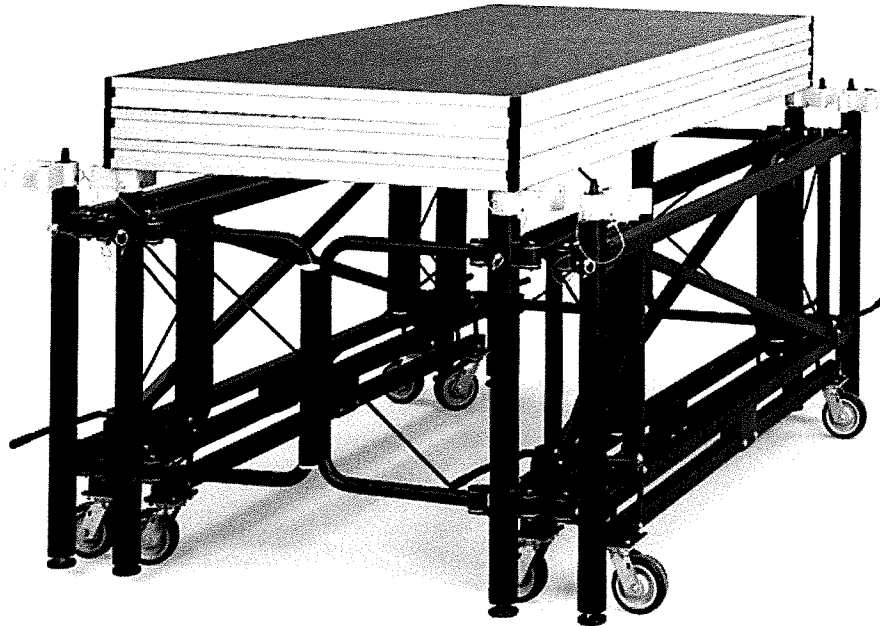
ME-3750 Rolling Stage

ITEM

Product Sheet

CATEGORY

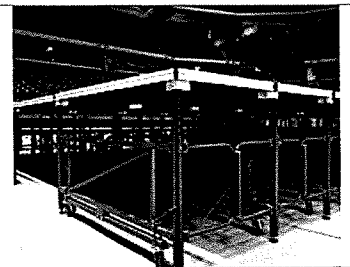
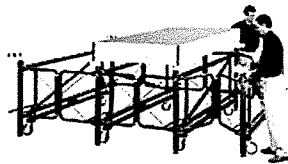
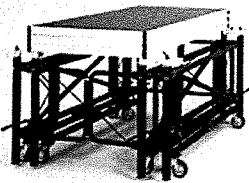
Major Events & Staging



The stage you can roll away while completely setup.

Need to move your stage a few feet? Or make room for another event without having to breakdown and rebuild an entire stage? Simply engage the easy-leverage casters on the ME-3750 Rolling Stage and roll it wherever you need it. Even the initial setup and final teardown of this stage is easy. Each ME-3750 unfolds to support three 4' X 8' Decks

(creating a 12' X 8' platform). Plus, it supports the end or corner of up to 12 more bridging Decks, allowing you to create exactly the size stage you need. The decks bridge front-to-back, and side-to-side, so there are fewer supports to handle, saving you valuable setup and leveling time.



→ The ME-3750 is easily setup, unfolding accordion-style on its own casters.



Set up in minutes



Sturdy, with no tools required



Unsurpassed customer service



STAGERIGHT

TOLL FREE 800.438.4499

ONLINE www.stageright.com

STAGERIGHT CORPORATION SUPPORT SYSTEM SPECIFICATION ME-2750 SERIES

1. The support system shall be a StageRight ME-2750.
2. Unit size shall be 8' x 8' when fully assembled.
3. It shall be fabricated from structural extruded aluminum tubing and from hot rolled electric welded steel tubing of which members are sized as follows:
 - a. Main columns to be 2.87" dia. x .203" wall thickness, aluminum 6061 T-6.
 - b. Inner columns to be 2.37" dia. x .218" wall thickness, aluminum 6061 T-6.
 - c. Cross braces and horizontal braces to be 2"sq. x .125" wall thickness - aluminum tube and 1 x 1 1/2 x 14ga rectangular steel tube.
 - d. Caster tubes 2"sq 14ga steel.
4. Support shall convert from its stored configuration to its usable stage via the action of moving the vertical columns apart as facilitated by the folding end brace scheme. This action may be accomplished by two persons.
5. A standard finish of non-glare black epoxy shall be applied, using the baked-on powder coating method.
6. Coarse height adjustments of 2" on center shall be provided with an addition fine adjustment of 5" via a screw foot.
7. The fine screw foot adjuster shall be no less that 3/4" diameter using an acme thread. The bottom of the foot shall be molded urethane no less than 3" in diameter.
8. When in position for use, frames shall be off the wheels and firmly planted on the ground.

UNIQUE FEATURES OF THE SYSTEM

- Shall be a one-piece understructure with no loose parts or pieces.
- Base casters to allow movement to and from storage and provide for mobility of complete stage. (Decks shall be removed for storage).
- Requires no tools to assemble or install.
- Self-contained; requires no pallets or transports.
- Bridging in all directions.
- Equipped with Retractable Locator Assembly (RLA) that can be adjusted, without tools or additional parts, to perform single, double, or quadruple deck bridging.
- A standard 40' x 60' stage may be assembled by a crew of four (4) or more in an approximately 30 minutes, with an equal takedown approximation.



<p style="text-align: center;">STAGERIGHT CORPORATION EZ-LIFT STAIRS SPECIFICATION</p>
--

1. Stairways shall be adjustable to accommodate a range in heights.
2. EZ lift unit shall be comprised of 14 gauge or heavier steel. Stair rails shall be 1/8" wall aluminum tubing.
3. The stairways shall attach to the stage via two clamping. There shall be no loose parts; no tools or special equipment shall be required to affect attachment.
4. Stairways shall be equipped with handrails which shall automatically adjust to maintain proper alignment with the height setting of the stairway. Handrails shall be 14 gauge or heavier steel and shall be easily removed.
5. Stair treads shall be 36" long, 12" deep, and shall be coated with a black, non-skid polymeric resin and edged with an anodized aluminum grooved bull nose. Stair treads shall have an aluminum understructure topped by 1/2" exterior-grade solid-core plywood.
6. When folded flat, 2-4 "casters front and 2-6" casters rear, shall engage for ease of transport.
7. When extended to stage edge for adaptation, front casters shall disengage and the contact point shall be the rubber foot of the side rails.
8. EZ-lift system shall be enclosed and reduce lifting requirements to no more than 10 pounds.
9. When required, stairs shall be incorporated with lighting.



STAGERIGHT

**STAGERIGHT CORPORATION
GUARDRAIL SPECIFICATION**

1. Guardrail shall be of welded construction using 1-1/2" diameter x 16 gauge steel tubing.
2. Top rail shall be 42" high with a middle rail 21" high.
3. A baked-on non-glare, black polyester finish is standard.
4. The guardrails shall install on any StageRight panel to function at any height.



STAGERIGHT

**STAGERIGHT CORPORATION
SKIRTING SPECIFICATION**

Skirting shall be made of "non-combustible" 100% Black Janus, or approved equal, pursuant to applicable fire codes. The skirting shall be attached by means of clips or Velcro into the top hem which shall adhere to the deck edge. Skirt height adjustment will be accomplished using Velcro strips, which shall be sewn to the reverse side of the skirt. Skirting valence shall be knife or box pleated with a fullness of 50%.



STAGE RIGHT

<p>STAGERIGHT CORPORATION TRANSPORT SPECIFICATIONS</p>

- A. Transports for decks, supports, stairways, guardrails, and chair rails shall be welded steel tubing construction with fork truck access on four sides. They shall have a minimum of 4 heavy-duty casters.
- B. As individually specified, transports shall contain their intended load in a secure and organized manner.

<p>STAGERIGHT CORPORATION HANDICAP ACCESS RAMP SPECIFICATION Z-800HD SERIES</p>
--

I. PROJECT SCOPE

- A. Provide a portable handicap access ramp 4' wide by 36' long. The ramp shall function in a range of heights from 0" - 72". The basic package shall include the following items:
1. StageRight Modular Decks
 2. StageRight Z-800HD Series Support System
 3. StageRight ME-500 Series Support System
 4. Safety Railings on side of ramp
 5. Transition Plate
- B. The manufacturer of the quoted staging system verifies, through testing supervised by an independent firm, that the staging system being offered passes the test outline in Appendix A.
- C. The design, quality of materials, and quality of workmanship shall be equal to or superior to "Acceptable Performance Staging Standards."
- D. Installation drawings and instructions shall be provided by the Manufacturer.

II. ACCEPTABLE PERFORMANCE HANDICAP ACCESS RAMP STANDARDS

- A. The ramp shall be of a "Floating Deck" design which permits owner to use optional support systems with decks to accommodate heights 4" to 10'.
- B. The incline of the assembled ramp shall not exceed 1" per linear foot.
- C. The ramp shall have a 6' x 8' landing/switch back at every 24" height.
- D. The decks used for this staging system shall be reversible.
- E. The system shall be easily installed manually, with no single component weighing more than 100 pounds, and shall require a minimum of two people to assemble the stage.

III. SPECIFICATIONS

- A. Decks
1. Decks shall be of StageRight series.
 2. The deck shall be a composite structure featuring skins of 1/4" exterior grade Douglas Fir plywood bonded to a 3/8" cell cellulose honeycomb core material with a waterproof urethane adhesive. Safety-tread shall be installed on both sides of the deck. The surface shall be textured.
 3. An edging of 6061 aluminum with a T-6 temper shall enclose the deck, and shall have an interlock track, or approved equal to receive accessories such as skirting, stairs, etc. It shall be finished with a non-glare, baked-on epoxy powder-coat, or approved equal, and shall be attached to the deck with adhesives and high-impact, polycarbonate corner brackets.
 4. High-impact polycarbonate corner brackets shall comprise each corner of the deck. A portal hole shall molded into each of the corner brackets to permit access of the tapered locator node which secures the deck to the support system.

5. Decks shall not be permanently committed to a given support system but shall function with several support structures available from the manufacturer.
6. The deck shall be so designed as to support loads described in the aforementioned test without permanent deformation.
7. There shall be no bolts or welded joining of components in deck construction. The structure shall be laminated with high-quality industrial-grade adhesives.

B. Support System

The support system shall be a StageRight Z-800 Ramp from heights of 0"-36" and a StageRight ME-500 Ramp from heights of 36" to 72".

1. Ramp Section 1: Z-800 Ramp

- a. The support system for Ramp Section 1, shall be StageRight Z-800 Ramp series, which folds completely for storage.
- b. It shall be fabricated from D.O.M. or H.R.E.W. steel tubing with members being sized as follows:
 1. Main outer columns to be 2.00" OD dia. 14 gauge steel tubing.
 2. Braces shall be 1" x 2" rectangular 14-gauge steel.
- c. The outer surface shall be finished with a baked-on epoxy power-coating, or approved equal.
- d. The deck shall be secured to the support system by placing the deck corner hole upon a locator plate.

2. Ramp Landings: Z-800 Ramp System

- a. The support system for ramp landing sections, shall be StageRight Z-800 Ramp series, modular component system.
- b. It shall be fabricated from D.O.M. or H.R.E.W. steel tubing with members being sized as follows:
 1. Main outer columns to be 2.00" OD dia. 14 gauge steel tubing.
 2. Braces shall be 1" x 2" rectangular 14-gauge steel.
- c. The outer surface shall be finished with a baked-on epoxy power-coating, or approved equal.
- d. The deck shall be secured to the support system by placing the deck corner hole upon a locator plate.
- e. Cross braces shall telescope using self-locking stops to fold to stored configuration.
- f. A standard finish of non-glare black epoxy, or approved equal, shall be applied, using the baked-on powder coating method.
- g. Coarse height adjustments of 2" on center shall be provided with an additional fine adjustment of 5" via a screw foot.
- h. The fine screw foot adjuster shall be no less than 3/4" diameter using an acme thread. The bottom of the foot shall be molded urethane no less than 3" in diameter.

i. Bushings of UHMW-PE shall be installed to prevent metal to metal contact between inner and outer columns.

3. Ramp Section 2: ME-500 Ramp:

A. ME-500 Supports

1. It shall be fabricated from structural extruded aluminum tubing and from hot rolled electric welded steel tubing of which members are sized as follows:

- a. Main columns to be 2.87" dia. x .203" ga. wall thickness, aluminum 6061
- b. Inner columns to be 2.37" dia. x .154" ga. wall thickness, aluminum 6061
- c. Cross braces to be 2" dia. with 14 ga. wall thickness - outer column, HREW steel tubing
- d. Cross braces to be 1.75" dia. with 14 ga. wall thickness - inner column, HREW steel tubing
- e. Horizontal braces to be 2" square x 14 ga., HREW steel tubing

2. Cross braces shall telescope using self-locking stops to fold to stored configuration.

3. A standard finish of non-glare black polyester shall be applied, using the baked-on powder coating method.

4. Coarse height adjustments of 2" on center shall be provided with an additional fine adjustment of 5" via a screw foot.

5. The fine screw foot adjuster shall be no less than 3/4" diameter using an acme thread. The bottom of the foot shall be molded urethane no less than 3" in diameter.

6. Bushings of UHMW-PE shall be installed to prevent metal to metal contact between inner and outer columns.

7. Support system shall be equipped with deck locator assemblies. The RLA shall be located on each inner leg support column and will eliminate the need for different types of locator plate assemblies. The RLA shall perform as a single, double, triple, or quadruple locator plate. The RLA shall remain attached to the support system while in the storage position and performance position.

C. Guardrail

1. Guardrail shall be of welded construction using 1-1/2" and 1-3/4" diameter x 14 gauge steel tubing minimum.
2. Guardrails to have a 4" curb tube at base of rail
3. Top rail shall be 36" high with a middle rail at 20" high.
4. The outer surface shall be finished with a non-glare, baked-on epoxy powder coating, or approved equal.
5. The guardrails shall install on any StageRight Ramp location.

IV. APPENDIX A

- A. The staging system shall be subjected to loads, in addition to its own weight, that average a minimum of 100 pounds per square foot.

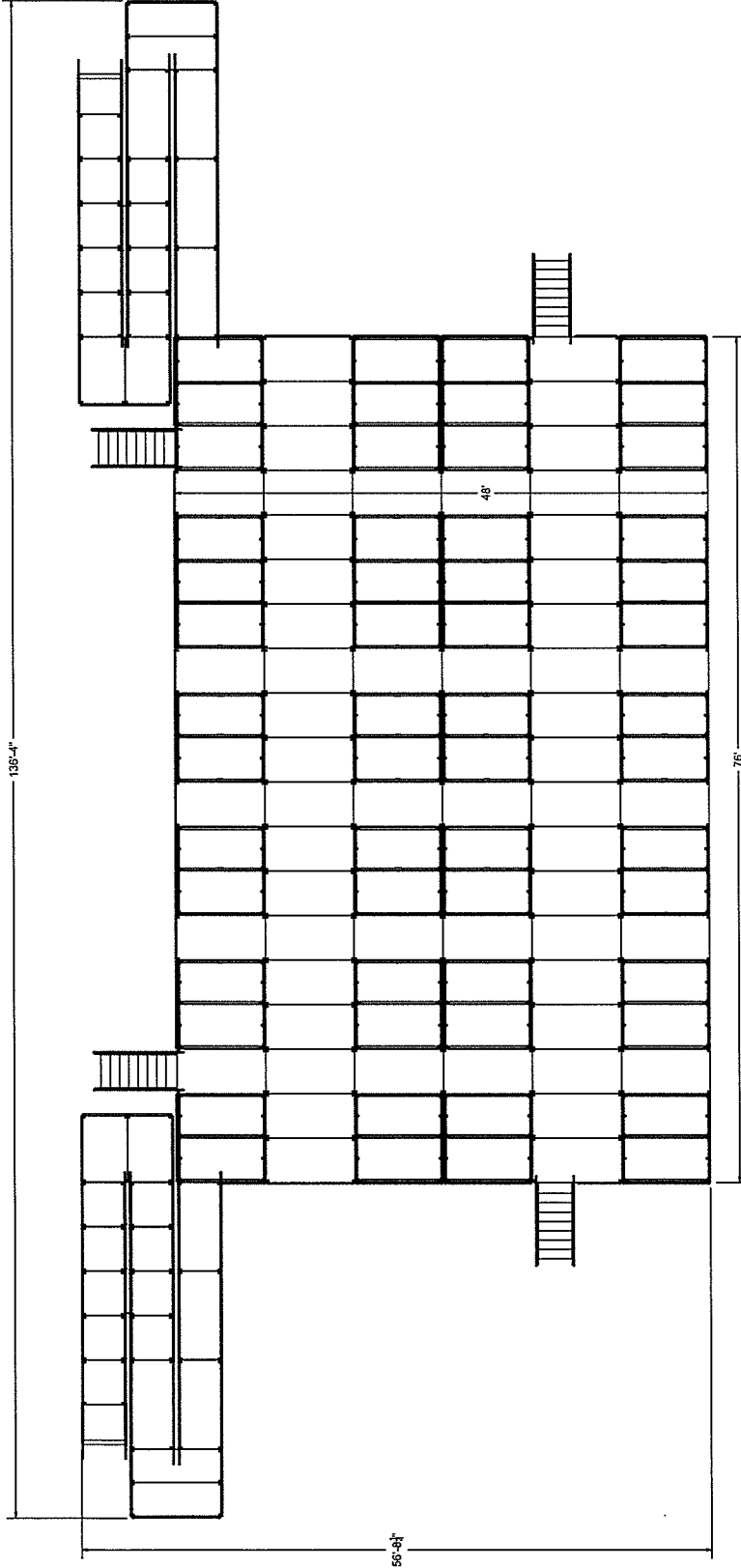
LAYOUT DRAWING



STAGERIGHT
 495 Pioneer Parkway
 Clare, MI 48617
 Phone: (989) 386-7393
 Fax: (989) 386-3500

TIMES UNION CENTER
48' X 76' X 48"-72" STAGE LAYOUT

DRAWN BY: **T.A.S.**
 DATE: **10/2/19**
 SCALE: **None** REVISION: **0**
 DRAWING NUMBER: **P150353-P1**



WARRANTY



STAGERIGHT CORPORATION LIMITED WARRANTY

We warrant each new StageRight product of our manufacture to be free from defects in material and workmanship for one (1) full year under normal use and service. Worn items must be replaced using genuine StageRight replacement parts only. This warranty shall not apply if other replacement parts are used.

Products by others will be covered, if at all, only by the warranty provided by the respective manufacturer.

Our obligations under this warranty will be limited to repairing or replacing at our factory any part or parts thereof within twelve (12) months after delivery of the StageRight product to the original consumer. Once the product is returned to StageRight, we will perform an inspection to determine if the product is defective in material or workmanship. If StageRight determines the product is defective in material or workmanship, StageRight will repair or replace any part or parts at no cost to the consumer. This warranty does not obligate us to bear the cost of transportation charges in connection with replacement or repair of defective parts.

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ROGERS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DELAY IN PERFORMANCE UNDER THIS WARRANTY. This warranty does not cover damage in transit.

The warranty shall not apply to any StageRight product which shall have been used, repaired, or altered outside of the factory in any way so as to affect the intent of the design. Also excluded from warranty is any product which has been subject to misuse, negligence, accident, or has been operated in any way other than its intended use. The warranty does not include scratches in paint or other cosmetic damage arising from normal use.

INSURANCE CERTIFICATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

Table with PRODUCER (USI Insurance Services, LLC) and INSURED (StageRight Corporation) information, along with CONTACT NAME (Bridget Cooks) and INSURER(S) AFFORDING COVERAGE (Twin City Fire Insurance Company, Hartford Casualty Insurance Company, Trumbull Insurance Company, Hartford Fire Insurance Company).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table listing insurance coverages: A COMMERCIAL GENERAL LIABILITY, C AUTOMOBILE LIABILITY, A UMBRELLA LIAB, B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, and D Equipment Floater. Includes columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

Table for CANCELLATION with text: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (Signature)

CLARIFICATIONS and QUALIFICATIONS



STAGERIGHT

Clarifications

1. No sales tax has been included with this bid.
2. A supervised installation has been included with this bid. A written description of what is included with this type of installation has been included. This will not be an MBE/WBE supervised install.
3. Warranty shall be 1 year from completion of installation.
4. Freight to the Times Union Center is included with this bid.
5. ME-3750 (8' x 12' support) and ME-2750 (8' x 8' support) have been included with this bid. Please see the included drawing for locations on the stage.
6. The stairs and guardrails quoted are not ADA compliant but are the same models used at every other SMG facility. To change the stairs and guardrails to be ADA compliant, ADD \$20,000 to our overall quote.
7. The deck transports will be stackable. The guardrail transports will not be stackable but come with wheels for easy transportation.

RESOLUTION NO. 569

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE UNDERTAKING OF VARIOUS CAPITAL PROJECTS FOR THE TIMES UNION CENTER AND TIMES UNION CENTER PARKING GARAGE, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$3,272,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$3,272,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 12/3/18

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 capital projects at the Times Union Center (the "Center"), in the City of Albany, New York, consisting of renovation of the locker rooms, including replacement of existing equipment; upgrades to the elevators and stair replacement in the Center garage; upgrades and replacement of the Quad stairs and Atrium door; and replacement of flooring in the main arena and kitchen, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2019 Capital Plan in the County's 2019-2023 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 \$1,975,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,975,000 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 \$1,975,000 to pay the costs of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,975,000 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 five (5) years.

Section 2. The County is hereby authorized to undertake various capital projects at the Center, consisting of the replacement of old staging, spotlights, and forklifts and the installation of turnstiles, 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 2019 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or

purposes, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$597,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$597,000 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 \$597,000 to pay the costs of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$597,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(32) of the Law, is five (5) years.

Section 3. The County is hereby authorized to undertake various capital projects at the Center, consisting of the partial reconstruction of the heating system, including replacement of the Comfort Chiller, BMS Control, and Concourse heat/fan coil, and lighting upgrades, including the installation of energy efficient lightbulbs, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2019 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$700,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$700,000 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 \$700,000 to pay the costs of the projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$700,000 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 ten (10) years.

Section 4. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$3,272,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 5. The following additional matters are hereby determined and stated:

(a) The facilities described above are class "A" buildings, as defined in Section 11.00(a)(11)(a) of the Law.

(b) 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.

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

Section 6. 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 7. 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 8. 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 9. 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 10. 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. 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, and 3 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(1), (2) and (25), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to the projects.

Section 11. 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 4 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2, and 3 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 12. 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 13. 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.

COUNTY OF ALBANY

REQUEST FOR BIDS GENERAL SERVICES



RFB #2019-111

PERFORMANCE STAGE AND ACCESSORIES FOR THE TIMES UNION CENTER

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 820
ALBANY, NY 12207**

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 820, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588

TITLE: PERFORMANCE STAGE AND ACCESSORIES FOR THE TIMES UNION CENTER

RFB NUMBER: 2019-111

Receipt Confirmation Form

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

Karen A. Storm
Purchasing Agent
County of Albany
112 State Street, Room 820
Albany, NY 12207

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

Yes / No

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

Courier Collect: _____ Mail _____

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NY 12207

NON-BIDDER RESPONSE

RFB #2019-111

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

- Could not meet specifications or Scope of Services.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements are too restricting.
- Bond requirements are too restricting.
- Specifications or 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.
- Other reasons; please state and define:

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

**NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2019-111**

Sealed Bids for Performance Stage and Accessories for the Times Union Center as requested by Albany County Department of General Services will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 11:00 AM, and local time on **Thursday, October 10, 2019.**

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business **(11: 00 A.M.) on Thursday, Thursday September 26th, 2019.**

Karen A. Storm
Purchasing Agent

Dated: Albany, New York
September 23, 2019

PUBLISH ONE DAY – THURSDAY SEPTEMBER 26TH 2019-- THE EVANGELIST
PUBLISH ONE DAY – THURSDAY SEPTEMBER 26TH 2019-- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

The County of Albany officially distributes bidding documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of bidding documents obtained from any other source are not considered official documents. Only those vendors who obtain bidding 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: BID IDENTIFICATION

1.1 Title: **Performance Stage and Accessories for the Times Union Center**

1.2 Requesting Department: **Department of General Services for the Times Union Center**

1.3 Bid Number: **2019-111**

SECTION 2: PURPOSE

2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for performance stage and accessories as requested by the Albany County Department of General Services.

2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

2.3 The apparent Successful Bidder will be required to submit DBE participation information and, as a condition of receiving the contract, demonstrate good faith efforts in meeting DBE goals, as outlined in Article SC 19 of the Albany County Affirmative Action Plan, attached hereto.

SECTION 3: BIDDING DOCUMENTS

3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.

3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00A.M. ON Thursday October 10th 2019**, at the following address:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 820**
Albany, NY 12207

4.2 All bids received after the time stated in the “Notice to Bidders”, or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

SECTION 5: TERM OF BID

5.1 The bid shall be in effect from the date of contract execution until completion of all work under the contract. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

6.1 There will be no bid security requested for this bid.

SECTION 7: QUALIFICATION OF BIDDER

7.1 No formal written Bidder Qualification questionnaire is being requested for this bid.

7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment “C”) as part of the bid.

7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder 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 bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 8: NOT IN USE

SECTION 9: DISQUALIFICATION

9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
- (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.
- (c) Bidder's default under previous contracts with the County.
- (d) Bidder's unsatisfactory work on previous contracts with the County.

9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

- (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
- (c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: NOT IN USE

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

11.1 All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive

Bidding Certificate (Attachment "A") is required to be submitted with each bid on the form provided by the County.

SECTION 12: BID FORM

- 12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.
- 12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- 12.5 All names must be printed or typed below the signature.
- 12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).
- 12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

- 13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

- 14.1 All inquiries with respect to this Request for Bids must be directed to the Albany County Purchasing Agent as follows:

Karen A. Storm
Albany County Purchasing Agent

112 State Street, ***Room 820***
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: Karen.storm@albanycountyny.gov

14.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the bidding documents. Questions received less than four (4) days prior to the date of submission of bids will not be answered. The County will be bound only by responses given by formal written Addenda.

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

- (a) the execution of a contract by Albany County; or
- (b) the award of a purchase order by Albany County; or
- (c) as otherwise rejected by Albany County.

15.2 Bids received will be evaluated by Albany County and will be based, as a minimum, upon the following criteria:

- (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
- (b) Completeness of the bid; and
- (c) Bidder's demonstrated capabilities and professional qualifications.

15.3 The County reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the County of Albany. Bidders need not submit bids for all items listed to be eligible for an award of this contract.

15.4 The County reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or other Governmental Agency or New York State Preferred Sources within its discretion.

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.

16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

17.1 The apparent successful Bidder will be issued a Notice of Award in the form of an Albany County purchase order.

17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Albany County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Albany County of an attachment against the Successful Bidder, the County of Albany shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 18: PERFORMANCE BOND

18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:

- (a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

(c) **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance with limits of not less than:

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

19.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney.

(a) Albany County shall be named as an additional named insured on all liability policies. **The bid number must appear on policy.**

(b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

19.3 No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Bidder shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 20: INDEMNIFICATION

20.1 The successful Bidder 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 attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 21: REMEDY FOR BREACH

21.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete

the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

SECTION 22: DELIVERY AND PAYMENT

- 22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.
- 22.2 Albany County operates a formal Purchase Order System. Under **NO** circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor who delivers items which are not ordered, or who duplicates or overships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to Albany County.
- 22.3 All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in this Request for Bids, or as otherwise agreed upon between the vendor and the Purchasing Division.
- 22.4 Unless otherwise specified by the County, inside delivery is required. Some delivery locations are not equipped with loading docks and no additional compensation shall be paid to vendors for inside delivery at those locations.
- 22.5 Orders will be placed on an "as-needed" basis by Albany County departments. There are to be no minimum order amounts required. Bids stipulating minimum quantity or dollar value orders will not be considered.
- 22.6 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.
- 22.7 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

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

SECTION 24: NOT IN USE

SECTION 25: MACBRIDE PRINCIPLES

- 25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern

Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.

25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

25.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: NOT IN USE

SECTION 27: NOT IN USE

SECTION 28: NOT IN USE

SECTION 29: AFFIRMATIVE ACTION REQUIREMENTS

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

policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

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

29.3 In an effort to assist contractors with compliance attached you will find the following: Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

SECTION 30: NOT IN USE

SECTION 31: INTERPRETATION

31.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFB, and/or, the Agreement (between the County and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFB; 3) the Contractor's bid.

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

33.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

33.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

33.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

TECHNICAL SPECIFICATIONS

RFB 2019-111

PERFORMANCE STAGE AND ACCESSORIES FOR THE TIMES UNION CENTER

The items specified shall be by Sico, Stageright, and OR APPROVED EQUAL

1. Specifications for the items need for the performance stage along accessories needed for the Albany County Times Union Center.

This specification covers minimum requirements, including furnishing of all materials, equipment, tools and labor for the preparation, application. These specifications, including referenced standards, are intended to be complete, however, contractor shall adhere to good trade practices whether or not specifically referred to.

1.1. Mobile Performance Stage:

It is the intent of this specification to describe a system of platforms measuring 48' x 76'. The complete system shall be adjustable in height from approximately 48" to 72" in 2" increments. The understructure support system shall be mobile and shall be fully self-contained. The understructures shall be designed to allow for decks to be bridge, thus decreasing the number of understructures required. Understructures should come in different sizes for maximum flexibility. The system shall be designed so as to be able to move a fully assembled stage with decks in place. Platforms, when in use, shall set upon direct-to-floor load-bearing columns (not wheels). The quantities of products provided should be adequate to equip the stage in the configurations identified above. Complete stage should be able to support at least 125 lbs. /square foot with an ideal live load being above 150 lbs. per square foot. Stage should have the ability to be levelled so it can be placed on uneven terrain. The whole system should be manufactured to be used outdoors.

1.2. Stage Decks:

The decks shall be floating, reversible 4' x 8' decks. Deck shall be of honeycomb core with a minimum of 3/8-inch plywood substrate, or approved equal core and capable of handling a live load of at least 125 lbs. /ft². Unit shall incorporate on all edges an impact resistant system. Each deck shall have the option to be furnished with a slip resistant, or carpet or reversible with both. Decks must be furnished with accessory slots, or approved equal for quick and easy attachment and removal of drapes, stair units, guardrails and chair stops without the use of tools.

2. Stage Accessories:

2.1. Stage Stairs:

Four (4) units for main stage, shall be minimum 16-gauge tubular steel, or aluminum. Frame shall have a powder-coat epoxy finish, or approved equal. Step boards shall be approximately 12" wide, at all stage heights, by approximately 36" long in approximately 5/8" thick exterior grade plywood with a non-slip surface equivalent to the decks surface.

- 2.2. Step boards shall be attached to frame with bolts through the frame and boards secured by nuts. Step assembly shall attach to the stage using a quick attachment feature without the use of separate hardware.
- 2.3. All stair units must be in compliance with the Americans with Disabilities Act Accessibility Guidelines.
3. Access Ramps (2 Total Ramps):
 - 3.1. Ramp shall be capable of use to lowest height of stage. Ramp sections shall measure 48" wide x 96-3/8" or 72-3/8" long, with a maximum rise of 1" per 12" of horizontal run. Ramp turnarounds shall measure 6' x 8', and shall include guardrails. Ramp must have guardrails on both sides, as well as, an unobstructed handrail. Ramp sections and turnaround shall store on a mobile caddy. Ramp has load capacity of 125 lbs. per square foot Ramp must meet A.D.A requirements, including handrail extensions at the top and bottom ends of each ramp run.
4. Drapery/Skirt:

To be made of flame resistant fabrics with clips attached that firmly suspends the drapes from the stage decks on the front and sides. Draperies must be interchangeable between decks and risers. Draperies to be 100% NFR or IFR and must conform to the National Fire Protection Association 701 large and small scale tests, Motor Vehicle Safety Standard 302, State of California 191-53 and 117, and the Uniform Fire Code standards for flammability. Drapery style and color to be selected by Owner from available options. Sufficient quantity shall be provided to outfit full system as described above. Drapery shall be used along front and two sides.
5. Guardrails:

Shall be fabricated of approximately 1 1/2" diameter steel tube with a powder-coat epoxy finish, or equal. Guardrail must meet OSHA standards when installed. It is intended that the upstage and half of each side stage legs be fitted with Guardrails.

 - 5.1. The method of attachment shall be such so that no special tools are required to attach or remove the rails. Guardrails shall rest on stage decks and be useable on all stage heights.
 - 5.2. All guardrails provided must be in compliance with the Americans with Disabilities Act Accessibility Guidelines.
6. Storage Carts/Transports:

Shall have a frame constructed of minimum 1" x 2" 14 gauge steel or aluminum with forklift access on 4 sides. Finish shall be powder-coated epoxy finish or approved equal. Carts/transports shall be provided to store all equipment with ability to be stacked.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Performance Stage and Accessories for theTimes Union Center

Bid Number: RFB 2019-111

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
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 submit the Contract Security and other documents required by the General Instructions to Bidder 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 Bid, that:
 - (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state)

Date

Number

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

- (b) 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 deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
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:

Phone: _____ Fax: _____

E-mail: _____

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

BID FORM

BID IDENTIFICATION:

Title: Performance Stage and Accessories for theTimes Union Center
Bid Number: 2019-111

We propose to furnish all labor, materials, tools, equipment, transportation, licenses, services and incidentals necessary for installation of STAGE SYSTEM in accordance with bid specifications, for the price of:

TOTAL PURCHASE PRICE:
(Includes freight, installation, and/or training cost.) \$ _____

ITEMIZED PRICING

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Stage	1	\$	\$
Stage Accessories	1	\$	\$

Note = each bid shall be accompanied with itemized list of parts breaking down each package listed above.

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

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

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

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

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

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

ADMINISTRATION

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

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

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

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

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

• CONTRACTOR'S RESPONSIBILITIES

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

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

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

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

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

• COMPLIANCE

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

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

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

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

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

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

SANCTIONS

SC-19.5.1

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

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

STANDARDS

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

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

entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

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

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

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

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

For assistance or additional information, contact
County of Albany
Division of Affirmative Action
112 State Street, Room 1100, Albany, NY 12207
Phone: (518) 447-7010
Fax: (518) 447-5586

County Of Albany
Criteria for Establishing Good Faith Effort

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

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

County of Albany
Department of Affirmative
Action

**COUNTY OF ALBANY
SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE**

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. **The information requested below must be completed by the General Contractor and submitted within fifteen days of receipt of Notice of Award.** The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce. Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at 518-447-7010.

Contractor: _____ Address: _____ City/State/Zip: _____

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

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

Contract Description: _____

Bidder is an approved MBE WBE If yes, specify agency: _____

Joint Venture

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

No MBE/WBE joint ventures with Bidder on this Contract. Bidder is joint venturing with the following firm(s)
(attach a copy of joint venture agreements to this form)

Name: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Federal ID No: _____

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

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

Sub-contractor Performance

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

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

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

Sub-contractor Name, Address, Phone	Amount of Sub-contract & Award Date	Description of Work (Trade)	Start Date _____ Completion Date	Contracted Payment Schedule
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				

**County of Albany
Monthly Utilization Report**

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 1100, Albany, NY 12207. Fax (518) 447-5586 For assistance call (518) 447-7010.

Contractor: _____ Address: _____ City/State/Zip: _____

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

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

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

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

Information provided by (please print): _____ **Date:** _____
(See over for instructions)

M/W/DBE Payments

M/W/DBE Firm (s) Participating On The Project	Payments Made This Month	Payments Made To Date

INSTRUCTIONS

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

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

County of Albany
Department of Human Resources
Division of Affirmative Action
Ainsley Thomas, Director
112 State Street, Room 1100,
Albany, NY 12207
Phone: (518) 447-7010

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

Waiver Request for Subcontracting and/or Labor Performance

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

Contractor: _____ Address: _____ City/State/Zip: _____

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

Contract Type/Number: _____ Project Cost: _____

Request Waiver of Minority/Woman Labor Participation Goal. Please explain:

Actions taken to include minority/women labor _____

Request Waiver of Minority Subcontractor Participation Goal. Please explain:

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

Name (please print)

Signature

Title

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 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 _____)
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 “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

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

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p>	
a)	<ol style="list-style-type: none"> 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
b)	<p>been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <ol style="list-style-type: none"> 1. federal, state or local health laws, rules or regulations. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <ol style="list-style-type: none"> a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i> 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OR THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this ____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name



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

January 8, 2020

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

Dear Chairman Joyce:

The Office of the Albany County Executive's Office is requesting retroactive authorization to apply for a Capital District Transportation Committee Linkage Study Program Grant. The Linkage Program is an integrated land use and transportation planning program created to implement the regional transportation plan known as New Visions 2040. The program provides financial and technical assistance to local communities for planning, with particular emphasis on projects that support implementation of innovative transportation and land use concepts.

The County's submission requests technical assistance funding to evaluate possible extensions and connections from the Albany County Rail Trail. The study would explore the feasibility of three extensions of the Albany County Helderberg Hudson Rail Trail into the Town of Guilderland:

1. Continuation along the rail bed to the Village of Altamont
2. A path along Route 155 (State Farm Road) running to New Karner Road (Albany Loop)
3. A potential connection to a proposed development near Albany Country Club

The proposed project aligns with several Linkage Program Strategies and New Vision 2040 principles including: "Create a connected and integrated multi-modal transportation network"; "Develop bicycle and pedestrian-friendly community and site design standards"; "Investing in a quality region"; and "Economic Development".

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

Sincerely

A handwritten signature in black ink that reads "Daniel P. McCoy". The signature is written in a cursive style with a large, stylized "M" and "C".

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1377, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Authorization to Apply for Capital District Transportation Committee Linkage Study Grant Funding

Date: 1/8/2020
 Submitted By: Lucas Rogers
 Department: Office of the County Executive
 Title: Policy Analyst
 Phone: 518-447-5566
 Department Rep.
 Attending Meeting: Lucas Rogers

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

New

Submission Date Deadline 12/13/2019

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Capital District Transportation Committee
One Park Place
Albany, NY 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$60,000

Scope of Services: Evaluate possible extensions and connections from the Albany County
Rail Trail

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Click or tap here to enter text.

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) Click or tap here to enter text.

Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

Yes No

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The Office of the Albany County Executive's Office is requesting retroactive authorization to apply for a Capital District Transportation Committee Linkage Study Program Grant. The Linkage Program is an integrated land use and transportation planning program created to implement the regional transportation plan known as New Visions 2040. The program provides financial and technical assistance to local communities for planning, with particular emphasis on projects that support implementation of innovative transportation and land use concepts.

The County's submission requests technical assistance funding to evaluate possible extensions and connections from the Albany County Rail Trail. The study would explore the feasibility of three extensions of the Albany County Helderberg Hudson Rail Trail into the Town of Guilderland:

1. Continuation along the rail bed to the Village of Altamont
2. A path along Route 155 (State Farm Road) running to New Karner Road (Albany Loop)
3. A potential connection to a proposed development near Albany Country Club

The proposed project aligns with several Linkage Program Strategies and New Vision 2040 principles including: "Create a connected and integrated multi-modal transportation network"; "Develop bicycle and pedestrian-friendly community and site design standards"; "Investing in a quality region"; and "Economic Development".

Program Overview

CDTC's Linkage Program provides integrated land use and transportation planning assistance to communities within the four counties of Albany, Rensselaer, Schenectady and Saratoga*. The Program implements the planning principles of CDTC's *New Visions 2040* regional transportation plan which states that the region's quality of life, mobility and economic vitality are dependent upon improved local land use planning and on better integration of land use and transportation decisions.

Linkage Program strategies seek to:

- Create a connected and integrated multi-modal transportation network
- Support urban revitalization and redevelopment of existing commercial/residential areas
- Enhance and develop activity centers and town centers
- Enhance and develop transit corridors and transit supportive built environments
- Encourage a greater mix and intensity of land uses in municipal centers
- Develop bicycle and pedestrian-friendly community and site design standards
- Reduce driveway conflicts through access management



Completed Study: Delaware Avenue Complete Streets, Bethlehem, NY (2017)

Eligible Project Sponsors

Eligible sponsors include towns, cities, villages and counties within CDTC's planning area of Albany, Rensselaer, Schenectady and Saratoga* Counties. Inter-municipal applications are encouraged.

Other sponsors may include State agencies or non-governmental entities such as not-for-profits and public authorities with a letter of support from the municipality or municipalities in which the study is located.

Eligible Initiatives

Eligible initiatives must be directly related to transportation, consistent with the Linkage Program strategies and directly related to an existing local plan. Proposals must also fit into one of the following categories:

- Implementation activities related to completed Linkage Program plans or other completed local planning work (i.e. Comprehensive Plans, Waterfront Revitalization Plans, etc.)
- Updates of Linkage Program plans completed before 2010.
- New plans, particularly in communities that have not participated in the Linkage Program before, with priority given to:
 - complete streets guidelines/feasibility studies
 - strategic zoning code changes and/or site design guidelines
 - official mapping
 - bicycle/pedestrian planning
 - transportation planning activities (i.e. operational and safety studies)

*Except the Town of Moreau and the Village of South Glens Falls.



Completed Study: Clifton Park Town Center Form Based Development Code (2015)

Available Assistance

CDTC is proposing to fund no more than three Linkage Program projects in 2020. A maximum of \$175,000 in federal planning funds have been reserved for consultant led efforts with additional funds reserved for CDTC staff technical assistance.

The maximum total study cost including a required 25% cash match is \$95,000 (75% federal funds/25% local cash). In-kind service cannot be used to meet the local cash match requirement but must be documented. There is no minimum total study cost and federal funds are capped.

CDTC is currently soliciting for 2020 Linkage Program planning projects. The submission deadline is December 13, 2019. Visit <https://www.cdtcmppo.org/programs/linkage> for more information.

Examples of Funded Studies

CDTC has funded 89 integrated transportation and land use planning studies since 2000 with sponsors representing 40 separate urban, suburban and rural municipalities, counties, not-for-profit groups and other public entities. Examples of completed Linkage Program planning initiatives include:

- **City of Albany Waterfront Bikeway Connection Feasibility Study** (\$70,000 consultant effort): Developed a preferred trail route option in the South End of Albany to connect the Albany County Rail Trail and the Mohawk-Hudson Bike-Hike Trail.
- **Town of Schodack Town Center Form Based Zoning** (\$45,000 consultant effort): Developed a new form-based zoning code to allow and encourage predictable types of redevelopment outlined in the Town Center Plan along 9/20 between exits 10 and 11 on I-90.
- **Town of Malta Route 9 Feasibility Study** (\$40,000 consultant effort): Evaluated the feasibility of redesigning Route 9 from its current highway style configuration to a complete street in the Town Center with a focus on the section from Cramer Road to Knabner Road.
- **City of Schenectady Gateway Plaza Implementation Plan** (\$70,000 consultant effort): Developed a conceptual re-design and expansion plan for Liberty Park at the corner of Washington Avenue and State Street and the area immediately surrounding it, including traffic configuration and landscaping plans.

What is the Capital District Transportation Committee?

The Capital District Transportation Committee (CDTC) is the designated Metropolitan Planning Organization (MPO) for Albany, Rensselaer, Saratoga* and Schenectady Counties. Every metropolitan area in the United States with a population of more than 50,000 must have a designated MPO in order to qualify for Federal transportation funding. The function of the MPO is to provide a forum for state and local officials to discuss transportation issues and to develop an overall transportation plan for the region. The regional transportation plan for the Capital District is *New Visions 2040*.

For more information on the Linkage Program, visit CDTC's web site at <https://www.cdtcmpo.org/programs/linkage> or contact

Sandy Misiewicz at (518) 458-2161 or E-mail: cdtclinkage@cdtcmpo.org

The Linkage Program is funded in part through grant[s] from the Federal Highway Administration [and Federal Transit Administration], U.S. Department of Transportation. The views and opinions of the authors [or agency] expressed herein do not necessarily state or reflect those of the U. S. Department of Transportation.

**Except the Town of Moreau and the Village of South Glens Falls.*

The Community and Transportation Linkage Planning Program

2020 Project Solicitation



A land use/transportation planning assistance program offered by the Capital District Transportation Committee



October 2019

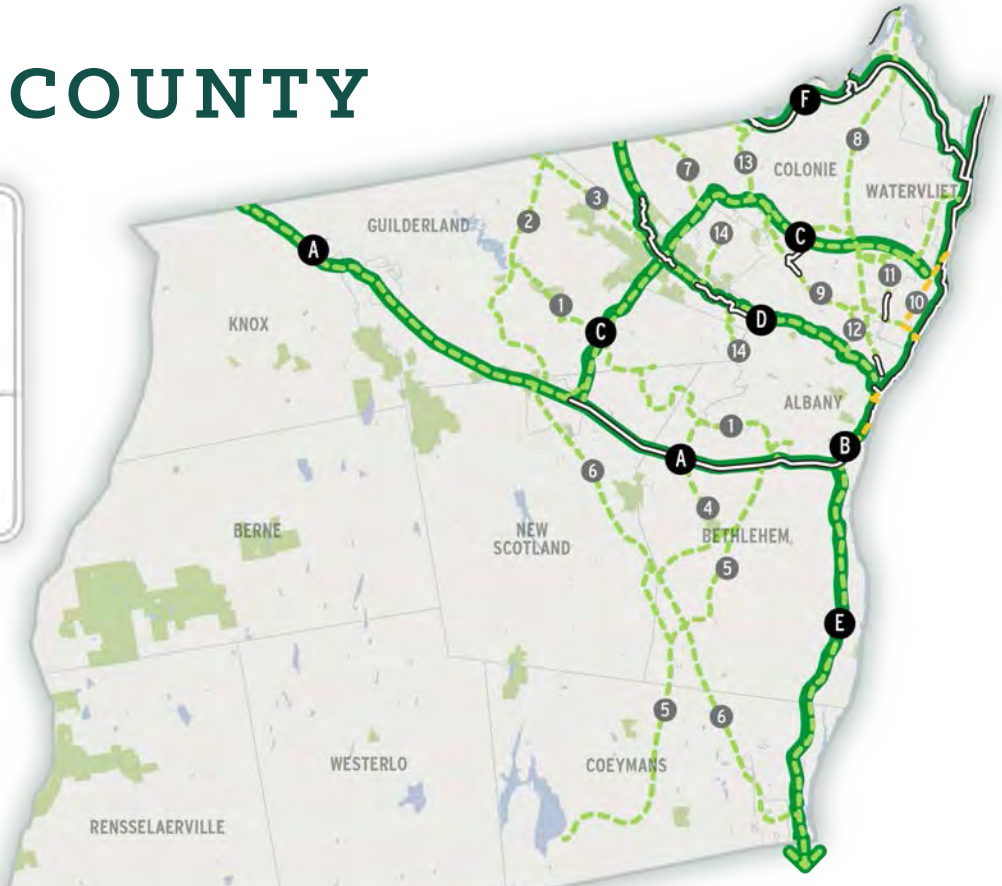
CAPITAL DISTRICT CORE TRAILS

Map Key	Trail Identification	Primary Type	Total Miles	Miles Already Constructed	Miles To Be Completed
A	Albany County Helderberg-Hudson Rail Trail	Off-Road	31.1	8.7	22.4
B	South End Bikeway Connector	On-Road	1.5	0	1.5
C	Albany Loop	On-Road	15.2	0	15.2
D	Patroon Greenway	Off-Road	8.8	0	8.8
E	Hudson Northway	On-Road	11.7	0	11.7
F	Mohawk-Hudson Bike-Hike Trail	Off-Road	41.1	39.7	1.4
G	Albany Hudson Electric Trail (AHET)	Off-Road	15.6	0	15.6
H	Rensselaer Riverwalk/RPI Trail	Off-Road	5.1	2.3	2.8
I	South Troy Riverfront Bikeway	On-Road	2.3	1.1	1.2
J	Uncle Sam Bike Trail	Off-Road	4.2	4.2	0
K	River Road	On-Road	10.0	0	10.0
L	River to Ridge Path	On-Road	28.6	0	28.6
M	Ballston Veterans Bike Trail	Off-Road	12.5	3.4	9.1
N	Zim Smith	Off-Road	15.7	8.7	7.0
O	Champlain Canal Trail	Off-Road	44.5	11.4	33.1
P	Saratoga Greenbelt Trail	Off-Road	17.9	8.3	9.6
Q	Wilton-Moreau Trail	Off-Road	16.1	0	16.1
R	Schenectady Park Connector	On-Road	7.0	1.5	5.5
Total			288.90	89.30	199.60

Source: Counties listed, NYS Office of Information Technology Services GIS Program Office (GPO) and NYS Department of Taxation and Finance's Office of Real Property Tax Services (ORPTS), and ConsultEcon, Inc.



ALBANY COUNTY



Capital District Trails—Albany

Core Trails		Supporting Trail Network	
A	Albany County Helderberg-Hudson Rail Trail	1	Normans Kill Greenway
B	South End Bikeway Connector	2	Schenectady-Helderberg Connector
C	Albany Loop	3	I-90 Patroon Greenway Extension
D	Patroon Greenway	4	Elm Avenue Bike Path
E	Hudson Northway	5	Reservoir Run
F	Mohawk-Hudson Bike-Hike Trail	6	Ravena-Voorheesville Link
		7	Consaul Road Bike Route
		8	Bike Route 9
		9	The Crossings Connection
		10	Route 32 Cycle Track
		11	Van Rensselaer Bike Path
		12	Tivoli Crossing
		13	Shaker Trail
		14	Albany-Colonie Connector

CORE TRAILS

A

ALBANY COUNTY HELDERBERG-HUDSON RAIL TRAIL (HHRT)

Off-Road Trail • 31.1 miles total (20.3 in Albany)

The existing 9 miles of the Albany County Helderberg-Hudson Rail Trail provide an excellent foundation for the continuation of this popular trail northwest into Schenectady County, and improved connections northeast into the City of Albany. The existing trail, which is currently paved from South Pearl Street to Voorheesville, will continue to be improved to follow the rail line as a multi-use path to Voorheesville at the Albany County Rail Trail Pavilion on Grove Street. From there, new trail should be established along the rail bed to continue to the Village of Altamont, immediately adjacent to the Altamont Fairgrounds. A trailhead location for the village and fairgrounds—possibly near the Park Street & Fairview Ave intersection—is recommended to take advantage of the population center here and the high number of users which could connect during fairground events. A separate connection at the Altamont Oaks apartment complex would also be possible. This corridor could be rail-with-trail, or a complete rail-to-trail conversion, if the corridor were to become available. The planned future segment of this trail would ultimately connect with the planned **Schenectady-Helderberg Connector (2)**, **Ravena-Voorheesville Link (6)** and the **Albany Loop (C)**. Looking further into the future, this trail should continue north into Schenectady County, passing underneath Interstate 88, and into the Village of Delanson. From there, future considerations should be given to coordination with Schoharie County for a connection into Central Bridge. *(Refer to Schenectady section for more detail in that county.)*

B

SOUTH END BIKEWAY CONNECTOR

On-Road Bike • Off-Road Trail • 1.5 miles

At the eastern end of the **Albany County Helderberg-Hudson Rail Trail (A)**, the South End Bikeway Connector is planned to connect at the trailhead and provide a bike route up South Pearl Street to the trailhead of the **Mohawk-Hudson Bike-Hike Trail (F)** near the U.S.S. Slater. Also known as the Albany Waterfront Connector, this under 2-mile stretch of new connection completed its feasibility study in February of 2018, and is anticipated to start construction in 2019. This is an important connection which will ultimately link two heavily used and significant trails, creating a longer and uninterrupted route.

C

ALBANY LOOP (Route 155 Connector)

On-Road Bike • 15.2 miles

Born from the vision planning of local stakeholder meetings, the Albany Loop would complete a circle around greater Albany by connecting the **Albany County Helderberg-Hudson Rail Trail (A)** trail in the southwest and the **Mohawk-Hudson Bike-Hike Trail (F)** in the northeast. Commencing at the intersection of Voorheesville Avenue and the HHRT, this route would head north along Route 155 (State Farm Road), past Farnsworth Middle School, eventually becoming New Karner Road as it passes Western Ave. From there, it conceptually will continue north past Washington Avenue Extension, through the Albany Pine Bush Preserve to Watervliet Shaker Road, where it would turn east with Route 155 until Airline Drive, where it would turn off and connect to Heritage Lane and the Ann Lee Pond Trail. The loop would continue over toward the airport where it would connect with Albany Shaker

The Community and Transportation Linkage Planning Program for 2020-21

Introduction

The Community and Transportation Linkage Planning Program (Linkage Program) was initiated in the year 2000 by the Capital District Transportation Committee (CDTC), the designated Metropolitan Planning Organization (MPO) responsible for regional transportation planning in Albany, Rensselaer, Saratoga and Schenectady Counties (with the exception of the Town of Moreau and the Village of South Glens Falls in Saratoga County). The Linkage Program is designed to implement the adopted planning and investment principles in *New Visions 2040*, the long range regional transportation plan, by providing integrated land use and transportation planning assistance to local communities. CDTC's adopted policies reflect a strong regional consensus indicating that the region's quality of life, mobility and economic vitality are dependent upon improved local land use planning and on better integration of land use development and the transportation system.

Since the program was initiated, CDTC has funded 89 planning studies in 40 communities ranging from the largest city to some of the smallest towns and villages. Although there are many successes regarding the implementation of these studies, there is still more work to be done. Learn more about the history of the program at <https://www.cdcmpo.org/programs/linkage>.

Linkage Program Strategies

The Linkage Program emphasizes seven broad planning strategies that are consistent with the [New Visions 2040](#) planning and investment principles. Submissions will be screened as part of the evaluation process for consistency with the Linkage Program strategies.

The seven strategies are to:

- Create a connected and integrated multi-modal transportation network.
- Support urban revitalization and redevelopment of existing commercial/residential areas.
- Enhance and develop activity centers and town centers.
- Enhance and develop transit corridors and transit supportive built environments.
- Encourage a greater mix and intensity of land uses in municipal centers.
- Develop bicycle and pedestrian-friendly community and site design standards.
- Reduce driveway conflicts through access management.

Eligible Initiatives for 2020-2021

To be eligible for this program, the proposed initiative must:

- Be directly related to a recommendation of a completed Linkage study or other adopted local plan and/or an adopted local policy (i.e. complete streets resolution).

- Have a clear and direct connection to transportation issues.
- Be consistent with the Linkage Program strategies and the *New Visions 2040* principles.

Inter-municipal initiatives are encouraged, especially for implementation initiatives or follow up planning work dependent on inter-municipal cooperation to be effective. Tactical urbanism or demonstration projects to test a road configuration are eligible as long as the installation is in place for less than one month. Longer term installations (those intended to be in place for more than a month) are considered capital projects and will not be eligible. Engineering related work is not eligible and municipal wide initiatives are limited. Municipal wide updates of zoning codes or site design standards are not eligible unless local sponsors pool financial or other resources to undertake larger initiatives. Federal funds for Linkage Program implementation activities will be capped (see page five (5) on cost estimates).

Eligible projects must also fit into one of the following categories:

1) *Implementation activities related to completed Linkage Program plans or other completed local planning work (i.e. Comprehensive Plans, Waterfront Revitalization Plans, etc.)*

Implementation activities may include the exploration of the feasibility of a transportation concept (i.e. road diet, complete street, roundabout, bike lane, etc.), development or refinement of a portion of a local zoning code (i.e. overlay or innovative zoning in a subarea of a community), development or refinement of community site design guidelines, or other related initiatives. Transportation concept studies in corridors with a funding commitment to a federal, state or local pavement project or other multi-modal transportation project in the next three years will receive additional priority.

Note: The funding commitment to a pavement or other capital project type must be demonstrated through the provision of State Transportation Improvement Program listings, resolutions, project award letters, local bonds, links to local websites with approved capital program project lists, etc. Feasibility studies are intended to determine the feasibility of a proposed transportation concept including treatments such as road diets (travel lane reductions), complete streets (streets designed and operated for all users including bicyclists, pedestrians, motorists, transit users, freight deliveries, the disabled, seniors, children, etc.), on street bicycle infrastructure, trails/sidewalks on new alignments, etc.

Evaluating the feasibility of a transportation concept identified in a Linkage study or other adopted local plan or adopted local policy at the time a facility is entering the design process, even for a simple repaving project, can lead to better coordination between the facility owner and the community. This coordination will likely result in project designs that better fit the context of the community. Given the emphasis on pavement preservation projects statewide, implementation actions may be as low cost as restriping a facility to create a more multi-modal corridor.

NYSDOT will do its best to share its state funded paving program with CDTC and project sponsors at the time of Linkage project programming. However, the state paving program changes quickly and a comprehensive schedule of paving projects in the next two to three years may not be available.

2) *Updates of Linkage Program plans completed before 2010.*

Best practice comprehensive planning has shown that once a plan reaches ten years of age, an update should be considered. CDTC and our community partners have completed over 60 Linkage Program

plans between 2000 and 2009. As local conditions have changed, strategic updates of Linkage Program plans to bring in current thinking on transportation and land use planning issues will be eligible.

3) *New plans, particularly in communities that have not participated in the Linkage Program before. Priority will be given to the following:*

- Complete streets guidelines or complete streets feasibility studies – more detailed exploration of complete streets design treatments in communities with adopted complete streets policies and/or looking to implement a complete streets concept in a specific transportation corridor.
- Strategic zoning code changes/overlays and/or site design guidelines – zoning and/or site design guidelines that aid in the implementation of regulatory changes in how land is developed in a community, consistent with the vision set forth in a Linkage Study or other adopted local plan.
- Official mapping – identifying or codifying new local streets to aid in the implementation of town centers, the creation of new connected street networks and access management.
- Bicycle/pedestrian planning – examples include trail feasibility studies, pedestrian safety initiatives, on road bike plans, etc.
- Traditional transportation planning activities – quantitative assessment of specific transportation planning issues including operational studies, safety studies, etc.

For questions regarding the eligibility of a potential project, please contact Sandy Misiewicz of the CDTC at (518) 458-2161 or email cdtclinkage@cdtcmpo.org.

Ineligible Initiatives

Linkage Program planning initiatives are conceptual in nature and funding is for planning assistance only. Linkage Program funds are not available to cover the cost of municipal employees. The following are not eligible for Linkage Program funds.

- Right-of-way acquisition
- Detailed engineering
- Surveying
- Storm water/sewer system design
- Construction of transportation system facilities
- Capital projects

Examples of Previously Funded Linkage Program Planning Work:

- **City of Albany Waterfront Bikeway Connection Feasibility Study (\$70,000 consultant effort):** Multi-use path options were evaluated to identify a feasible alternative in the South End of Albany to close a 1.5 mile gap between the existing Albany County Rail Trail and the Mohawk-Hudson Bike-Hike Trail. The selected alternative will be used in the City's trail design process.
- **Town of Schodack Town Center Form Based Zoning (\$45,000 consultant effort):** As an implementation activity related to the Schodack Town Center Plan, the Town developed a new form-based zoning code which would allow and encourage the predictable type of

redevelopment outlined in the Town Center Plan for a future “town center” along 9/20 between exits 10 and 11 on I-90 and across from Town Hall.

- **Town of Malta Route 9 Feasibility Study (\$40,000 consultant effort):** The feasibility of redesigning Route 9 from its current highway style configuration to a complete street in the Town Center was evaluated. The study focused on the section from Cramer Road to Knabner Road. This effort was a follow up activity to the Town’s Downtown Master Plan and Downtown Form Based Zoning efforts.
- **Town of Glenville Freemans Bridge Road Complete Streets Concept Plan (\$50,000 consultant effort):** A detailed framework and a set of transportation and land use recommendations for implementing Complete Streets within the Freemans Bridge Road (NY Route 911F) corridor were developed to enable safe, attractive, and comfortable access and travel options for all users of Freemans Bridge Road.

For an interactive map and to review the final reports from completed Linkage Program initiatives, visit <https://www.cdtcmppo.org/documents/linkageplans>.

Eligible Project Sponsors

Eligible sponsors must be public entities within CDTC’s planning area of Albany, Rensselaer, Schenectady and Saratoga Counties (with the exception of the Town of Moreau and the Village of South Glens Falls). The following are eligible to apply for funding:

- Preferred sponsors are towns, cities, villages and counties
- Other sponsors may include State agencies or non-governmental entities such as not-for-profits and public authorities (with a letter of support from the municipality or municipalities in which the study is located)
- Inter-municipal initiatives are encouraged.

Planning Assistance

Planning assistance will be provided through a consultant under contract to CDTC. The consultant will be solicited for by CDTC on behalf of the project sponsor following joint development of a detailed scope of work. CDTC staff assistance will be provided to administer the consultant contract and to support the planning process. Consultant work done under contract to a municipality or other unit of government will only be considered for large scale studies with total study costs exceeding \$95,000 achieved by combining funds from other sources. All funding sources must be identified in the application.

Additional CDTC staff technical assistance (limited to no more than \$10,000) may be requested in the application for small scale planning tasks such as existing conditions data collection and analysis, existing conditions documentation, public involvement, highway capacity analysis, modeling, etc. Sponsors may request only CDTC staff technical assistance.

Project sponsors must document in-kind staff services on tasks including meeting coordination, the public involvement process, document review, etc. including the number of hours and hourly rates.

Funding Availability and Timing

CDTC is proposing to fund no more than three Linkage Program projects in the April 2020 through March 2021 federal fiscal year. CDTC will reserve up to \$100,000 in staff time and up to \$175,000 in consultant budget authority from federal planning funds to support the Linkage Program in CDTC's 2020-22 Unified Planning Work Program. That means funds for the 2020-21 Linkage Program will not be available for use until after April 1, 2020. **If the project sponsor does not execute the Memorandum of Understanding with CDTC by March 31, 2021, Linkage funds will be forfeited.**

Linkage planning studies must be completed within 20 months beginning April 1, 2020. Should the project be delayed, the following milestones will apply:

1. Within 1 year – hire a study consultant and have a kick-off meeting.
2. Within 2 years – 50% of the study scope of work completed by the consultant.
3. Within 3 years – 100% of the study scope of work completed by the consultant. This does not include legislative adoption of the study findings.

If a sponsor fails to meet the project milestones, an explanation for the delay and a request for an extension must be provided to CDTC's Planning Committee. If a sponsor fails to make this request, Linkage funds will be forfeited. In addition, the study sponsor will not be allowed to submit for a new Linkage Program study while the delayed study is incomplete.

Due to uncertainty regarding the availability of federal planning funds in 2020, CDTC reserves the right to cancel Linkage Program projects funded through this solicitation at any time prior to contracting with a consultant. Should CDTC cancel a funded project, that project will be given the first opportunity to compete for funds in the next funding year.

Cost Estimates and Match Requirement

Sponsors must provide a cost estimate for the planning activity in their submissions. The maximum total study cost for consultant efforts is \$95,000 including a minimum 25% local cash match (\$71,250 in federal funds matched with \$23,750, in local cash match). In-kind service cannot be used to meet the minimum 25% local cash match requirement. **However, any local in-kind services (including meeting coordination, the public involvement process, document review, etc.) must be documented and provided to CDTC including the number of hours and hourly rates.** There is no minimum total study cost and federal funds are capped. Note:

- The availability of the local cash match must be documented in the letter of intent to be included with the submission (see page 8). Sponsors should ensure the agreed to local cash match is in their 2020 budgets as the local share will be invoiced by CDTC and due no later than December 1, 2020.
- Overmatches may be provided in the form of additional local cash or in-kind services. Additional credit will be given to projects with overmatches in the project selection process.

- If additional CDTC staff assistance is requested along with the consultant effort, the estimated dollar value and the type of requested assistance should be documented in the submission and is capped at \$10,000.
- Total consultant study costs may exceed \$95,000 IF the sponsor pools Linkage funds with funds from other grant sources. Such grant sources should be identified in the study submission. Larger consultant efforts may require the municipality to select the consultant and administer the contract directly.
- CDTC may waive the local match requirement for small-scale CDTC staff (not consultant) assistance or in special circumstances.

CDTC reserves the right to confirm or modify all cost estimates based on past experience with Linkage Program studies. For 2020-21, this action will be undertaken as step two of the evaluation process (see the project selection section on page 9 for details).

Local Action on Study Findings

A formal resolution from the legislative body adopting the study findings is preferred by CDTC. Such action indicates the sponsors' willingness to continue to work through important planning processes, such as zoning code updates, to implement the findings of the plan (processes which are likely subject to New York State Environmental Quality Review ([SEQR](#)) regulations). Sponsors may also consider formally endorsing or accepting the findings of the planning effort. Endorsing or accepting the findings of a plan does not carry the same weight with operational entities such as the New York State Department of Transportation as adoption does for project implementation.

State Environmental Quality Review Act (SEQR)

Meeting SEQR regulations is the responsibility of the local municipality. If formal action is desired or required under SEQR for the initiative, all documentation, public hearings and other SEQR related materials are outside the budget of Linkage Program planning efforts. Changes in land use such as changes to a zoning code must consider SEQR requirements. Although Linkage Program studies are not municipal wide comprehensive plans, they are considered comprehensive in nature and are subject to SEQR if the municipality is considering formal action. Methods of formal action include a resolution, adoption of the study as a strategic plan, as an amendment to a municipal comprehensive plan and through other means as appropriate.

National Environmental Protection Act (NEPA)

Linking Planning with NEPA: Linkage Program study sponsors often advance transportation projects that were recommended through the Linkage Program planning process. Sponsors should be aware that projects proposed as a result of Linkage study concepts will be subject to NEPA if the project will be utilizing federal transportation funds for its design and construction. For Linkage Program planning efforts, consideration should be given to following Federal Highway Administration (FHWA) guidance on linking the transportation planning process (Linkage Program plans) with NEPA. For details on the

program visit www.environment.fhwa.dot.gov/env_initiatives/pel.aspx and for the NEPA/planning linkages checklist visit www.environment.fhwa.dot.gov/env_initiatives/pel/pel_quest.aspx

FHWA guidance encourages the planning process to inform the purpose and need statement, scoping and alternatives identification, evaluation and/or elimination of alternatives, and indirect and cumulative impacts assessment of a transportation project. Engaging specific stakeholders (i.e. Federal, Tribal, State, and local environmental, regulatory, resource agencies and the public) and documenting planning decisions in a format that can easily be appended to the NEPA document or incorporated by reference are essential for linking planning with NEPA. To have standing in the NEPA process and its additional analyses, transportation planning information, analyses, documents, and decisions must be well documented and provided for examination during project scoping.

NEPA Categorical Exclusions: According to NYSDOT's Environmental Procedures Manual, certain types of federal aid projects are considered categorical exclusions under NEPA (visit the NYSDOT website at www.dot.ny.gov/divisions/engineering/environmental-analysis/manuals-and-guidance/epm/chapter-2 and the federal code www.ecfr.gov/cgi-bin/text-idx?rgn=div8&node=23:1.0.1.8.43.0.1.9 for more information). Automatic categorical exclusions include planning and technical studies which do not involve or lead directly to the construction of a project. CDTC's Linkage Program studies generally fall into this category. However it is important for Linkage studies to adequately screen the study area and document potential environmental issues per CDTC's environmental mitigation procedures, document the assumptions and data inputs used, document any technical analysis performed (including methodology and results) and document the public outreach process as potential projects investigated as part of a Linkage study may be subject to NEPA.

Linkage planning studies may not be categorically exempted when there are "unusual circumstances" as defined by law (23 CFR 771.117(b)). Such unusual circumstances include significant environmental impacts; substantial controversy on environmental grounds; significant impact on properties protected by Section 4(f) of the USDOT Act (23 CFR 771.135) or Section 106 of the National Historic Preservation Act; or inconsistencies with any Federal, State or local law, requirement or administrative determination relating to the environmental aspects of the action.

There are instances when a project sponsor may desire to generate a project directly from a Linkage Study. Therefore, sponsors should be aware that capital projects proposed to implement a Linkage study concept will be subject to NEPA if the project will be utilizing federal transportation funds for its design and construction. NYSDOT's Federal Environmental Approvals Worksheet Engineering Bulletin explains the procedure for processing Categorical Exclusions under the National Environmental Policy Act (NEPA) for projects that are funded or permitted by the Federal Highway Administration (FHWA). Follow the link below for more information. The contents of this Engineering Bulletin are to be incorporated in the next update of the NYSDOT Environmental Manual Chapter 4, the Project Development Manual Chapter 4 and the Procedures for Locally Administered Federal-Aid Projects Manual Chapter 7. www.dot.ny.gov/portal/pls/portal/mexis_app.pa_ei_eb_admin_app.show_pdf?id=12041

Submission Instructions

The submission (excluding the letter of intent, maps and supporting documents) should be no more than three pages in length. **Deadline for receipt of completed submissions is the close of business (5:00 PM EST), Friday, December 13, 2019. One original hard copy plus one electronic copy via email to**

cdtlinkage@cdtcmo.org or on a flash drive/CD are required. Submissions should be sent to the Capital District Transportation Committee, Attn: Sandy Misiewicz, AICP, One Park Place, Albany, NY 12205. Incomplete submissions will not be considered for funding.

The following must be included in all submissions:

1. A letter of intent which commits the community/sponsor(s) to the 25% local cash match and to the project, signed by the lead elected official. For proposals from non-governmental entities, a letter of support from the municipality in which the study is focused is required.
2. Project Name.
3. Primary contact person information including name, title, street address, email address and phone number.
4. Study area map.
5. A detailed project description including:
 - The purpose and need for the project including its relationship to transportation and how the project might impact the transportation system.
 - The relationship of the proposal to the Linkage Program Strategies and the [New Vision 2040](#) principles.
 - An outline of the scope of work including a task list, desired deliverables and a discussion as to how the project is to be implemented. Note whether or not the sponsor intends to adopt the product or take another local action to endorse or accept the study findings (SEQRA requirements are outside the scope of Linkage Program planning efforts).
6. Disadvantaged populations (i.e. minority, low income, disabled, older residents, etc.) must be engaged in the planning process. Describe how this will be accomplished.
7. If the proposal is for follow-up planning work related to a completed Linkage Program plan or other adopted local planning study, provide the name of the plan and a description of the specific recommendation(s) to be further explored. Also note whether or not the community has an adopted complete streets policy and how, if applicable, the proposed effort will support complete streets implementation.
8. Provide documentation, if applicable, to demonstrate a funding commitment for a related construction project per the guidelines on page 2 of this document under the project type 1: Implementation activities related to completed Linkage Program plans or other completed local planning work (i.e. road repaving, trail or sidewalk construction, etc.).
9. Sponsors may request a combination of consultant and CDTC staff technical assistance. Describe the need for additional CDTC staff technical assistance (limited to no more than \$10,000) and the specific tasks for which that assistance is being requested.
10. Provide the estimated cost of the study following the guidelines on page five (5) and using the format on page nine (9). All sources of funding for items in sections 2 and 4 should be identified. If the sponsor is only requesting CDTC staff technical assistance,

skip to section 3. If the project is asking for both consultant and CDTC staff technical assistance, fill in all relevant sections.

Sample Proposed Project Budget:

1. Consultant Budget Requested from CDTC	
Federal planning funds requested (75%)	\$60,000
Local cash match (25% required)	\$20,000
Section 1 Total	\$80,000
2. Add-On (if applicable)	
Additional cash match Source: City Budget	\$10,000
Additional grant funds to be pooled for a larger effort Source:	\$0
Section 2 Total	\$10,000
Total Consultant Budget (sum of Sections 1 and 2)	\$90,000

3. CDTC staff technical assistance requested	\$5,000
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4. Local in-kind staff contributions:*	\$10,000
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*Does not count toward the local cash match.

11. Include in an appendix supporting material (evidence of related past planning study adoption, resolutions in support of the study, excerpts from comprehensive plans or Linkage planning studies, etc.) to help CDTC understand the status of, context of and local commitment to the proposed project.

Project Selection

The Linkage Program is competitive and will involve a three step project selection process:

- Step 1: Submissions will be screened to ensure they are complete and meet all program requirements as described in this solicitation. Incomplete submissions and those that do not meet the program requirements will not be considered for funding.
- Step 2: CDTC staff will review the project description proposed for each project and the estimated budget. If the budget is not adequate for the desired scope of work, CDTC staff will develop an appropriate budget for the project and will reach out to the study sponsor with two choices: 1) increase the local match in proportion to the revised study cost to complete the desired scope of work or 2) reduce the desired scope of work to fit the study budget originally proposed. Project budgets will be confirmed based on CDTC's extensive experience with

Linkage planning study and consultant work. Once study budgets and scopes have been confirmed for all projects, the submissions will be forwarded on to a review committee for full evaluation.

Step 3: CDTC, CDRPC (Capital District Regional Planning Commission), CDTA (Capital District Transportation Authority) and NYSDOT staff will then evaluate the submissions. CDTC's Planning Committee will review the evaluation results and funding options at its February 2020 meeting. Once approved by the Planning Committee, CDTC's Policy Board will take action on the recommended package of studies in March for incorporation into the 2020-2022 Unified Planning Work Program. The likelihood of a study receiving funds will not be known until submissions have been received and evaluated. The evaluation criteria presented below are not presented in order of importance however an indication of their relative importance is noted for each criterion.

Evaluation Criteria:

1. Is the initiative eligible and consistent with the Linkage Program strategies? What is the need for the project? Is there a sense of urgency? (mandatory and improves priority)
2. Is the proposed scope of work reasonable for the proposed budget? (mandatory)
3. Is funding available for a related capital transportation project? Is there a completed Linkage Study, other locally adopted plan or adopted complete streets policy in place related to the effort? (improves priority)
4. What is the sponsors' plan for implementation? Is the intent to adopt, endorse or accept the plan? Does the proposal indicate a path for success? (improves priority)
5. Will the project have a positive impact on the transportation system when implemented? (improves priority)
6. Is the proposal an inter-municipal initiative? (improves priority)
7. Is the submission supported locally through complementary activities and/or funding commitments beyond the minimum match requirements? (improves priority)
8. New sponsors will receive additional consideration in project selection. For past sponsors, was the sponsor's performance adequate and appropriate as determined by CDTC staff? (improves priority)

All efforts are required to meet the first two criteria. Addressing the remaining six criteria will help improve the priority of the submission. CDTC staff will use past history with Linkage Program studies to evaluate the scope of work versus budget and the sponsor's past performance. Submissions that best meet all eight evaluation criteria will be considered first for funding. If there are more worthy submissions than available funding, project selection will consider geographic balance and project type.

Notification of Award

Following approval by CDTC's Planning Committee in February 2020, all project sponsors will be notified in writing as to the status of their submissions by March 1, 2020. In March 2020, following Policy Board

approval, sponsors awarded funding will receive CDTC's *Linkage Study Administration Procedures* and will be asked to sign a Memorandum of Understanding (MOU). The MOU must be signed before Linkage funds may be accessed. Linkage funds become available for use after April 1, 2020. The MOU is between CDTC and the study sponsor(s) and articulates the roles and responsibilities of all parties throughout the study process. The MOU will be tied to the chosen method of assistance. **If the project sponsor does not execute the MOU with CDTC by March 31, 2021, Linkage funds will be forfeited.** Please note that the ability of these studies to move forward after April 1, 2020 (when the federal funds become available) will be dependent on the progress of the Linkage Program efforts funded in previous years and the availability of CDTC staff.

Consultant Activity Guidelines

To satisfy federal and state requirements, use of an appropriate means of consultant solicitation and selection will be required prior to designation of a consultant. CDTC uses an abbreviated approach to consultant selection. Sponsors should be aware that if consultant assistance is used in the preparation of a Linkage Program submission or in the development of the scope of work for the study, that consultant will not be eligible for the contract. In addition, a consultant on retainer to a municipality is not guaranteed a Linkage study contract. The consultant selection process is required to be competitive.

CDTC will administer consultant studies with total study costs of \$95,000 or less to minimize the administrative burden on the municipality. However, if a large consultant effort is intended (over \$95,000 using CDTC and other fund sources), the municipality may be required to select the consultant and administer the contract directly. In this case, the municipality will be required to execute necessary agreements with the New York State Department of Transportation in order to be reimbursed for the study costs.

CDTC reserves the right to modify the program without prior notice.

For questions regarding the Linkage Program, contact Sandy Misiewicz, AICP of the CDTC staff at (518) 458-2161 or email cdtclinkage@cdtcmpo.org.



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

January 13, 2020

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

Dear Chairman Joyce:

As part of ongoing efforts to make Albany County a leader in sustainability I am requesting authorization to enter into a Customer Project Commitment agreement with the New York Power Authority (NYPA) to develop photovoltaic systems with the option for battery storage at seven County sites. The potential sites are: (1) 925 Watervliet Shaker Rd (radar tower parcel); (2) Albany County DPW headquarters; (3) Cornell Cooperative Extension; (4) 260 South Pearl Street; (5) the Sheriff's Clarksville Station; (6) the Albany County Correctional Facility; and (7) the TU Center Garage. The preliminary analysis conducted for these sites, which amount to more than three megawatts of solar capacity, is attached.

The Customer Project Commitment outlines the advisory services that will be provided by NYPA including project planning, development and issuance of a Request for Proposals (RFP), and evaluation of the RFP. Based on the RFP responses a sensitivity analysis to verify the financial viability of sites under a power purchasing agreement will be performed for both behind-the-meter and in-front of the meter interconnection methods plus storage and a portfolio of projects can be selected for development. After a solar developer had been identified NYPA will continue to provide Post Mini-bid and Project Execution support. The County will receive credits on its utility bills for the in-front of meter sites based on the Value of Distributed Energy Resources (VDER).

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

Sincerely

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1407, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Requesting Authorization to Execute a Customer Project Commitment Agreement with the New York Power Authority to Design and Install Photovoltaic Systems at Various County Sites

Date: 1/13/2020
Submitted By: Lucas Rogers
Department: Office of the County Executive
Title: Policy Analyst
Phone: 518-447-5566
Department Rep.
Attending Meeting: Lucas Rogers

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel

- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

New York Power Authority
30 South Pearl Street
Albany, NY 12207 Authority

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$35,000
Scope of Services: Photovoltaic System Design and Installation

Bond Res. No.:
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: HKUV - Electrical Systems Upgrades

Appropriation Amount: \$35,000

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) February 15, 2020 - February 14, 2023

Length of Contract: Three Years

Impact on Pending Litigation Yes No

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Reso 258 for 2019

Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

As part of ongoing efforts to make Albany County a leader in sustainability I am requesting authorization to enter into a Customer Project Commitment agreement with the New York Power Authority (NYPA) to develop photovoltaic systems with the option for battery storage at seven County sites. The potential sites are: (1) 925 Watervliet Shaker Rd (radar tower parcel); (2) Albany County DPW headquarters; (3) Cornell Cooperative Extension; (4) 260 South Pearl Street; (5) the Sheriff's Clarksville Station; (6) the Albany County Correctional Facility; and (7) the TU Center Garage. The preliminary analysis conducted for these sites, which amount to more than three megawatts of solar capacity, is attached.

The Customer Project Commitment outlines the advisory services that will be provided by NYPA including project planning, development and issuance of a Request for Proposals (RFP), and evaluation of the RFP. Based on the RFP responses a sensitivity analysis to verify the financial viability of sites under a power purchasing agreement will be performed for both behind-the-meter and in-front of the meter interconnection methods plus storage and a portfolio of projects can be selected for development. After a solar developer had been identified NYPA will continue to provide Post Mini-bid and Project Execution support. The County will receive credits on its utility bills for the in-front of meter sites based on the Value of Distributed Energy Resources (VDER).

RESOLUTION NO. 258

AUTHORIZING AN AGREEMENT WITH THE NEW YORK POWER AUTHORITY TO PROCEED WITH PRELIMINARY STEPS REGARDING PHOTOVOLTAIC SYSTEMS IN ALBANY COUNTY.

Introduced: 7/8/19

By Public Works Committee, Messrs. A. Joyce, Feeney, Beston, Clay, Commisso, Ethier, Frainier, Ms. Lekakis, Mr. Mayo, Ms. McLean Lane, Messrs. Reinhardt, Simpson, Smith, Ward and Ms. Willingham:

WHEREAS, The County Executive has requested authorization to enter into an agreement with the New York Power Authority (NYPA) regarding an Authorization to Proceed with the development of photovoltaic systems with the option for battery storage at six separate locations throughout the County, and

WHEREAS, The Authorization to Proceed will allow the County to begin working with NYPA on final site selection, preliminary design, development and issuance of a Request for Proposal (RFP), and evaluation of the RFP, and

WHEREAS, The County will receive credits on its utility bills for the in-front of meter sites based on the Value of Distributed Energy Resources, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into agreement with the New York Power Authority regarding an Authorization to Proceed with the development of photovoltaic systems with the option for battery storage at six separate locations throughout the County, and, be it further

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

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

*Adopted by unanimous vote – 7/8/19
Messrs. Stevens and R. Joyce abstained*



CUSTOMER PROJECT COMMITMENT FOR ADVISORY
SERVICES

BETWEEN

POWER AUTHORITY OF THE STATE OF NEW YORK

AND

ALBANY COUNTY

IMPORTANT NOTE: THIS CUSTOMER PROJECT COMMITMENT IS NOT A STAND-ALONE AGREEMENT, BUT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE MASTER COST RECOVERY AGREEMENT DATED July 2, 2019, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

CUSTOMER PROJECT COMMITMENT

Provider (“Authority”)

New York Power Authority
123 Main Street
White Plains, NY 10601

Customer (“Customer”)

Albany County
Office of the Albany County Executive
112 State Street
Albany, NY 12226

The Authority will provide the Advisory Services referenced below subject to the terms and conditions set forth in the Master Cost Recovery Agreement dated July 2, 2019 (the “Master Agreement”) hereby incorporated by reference and form a part of this Customer Project Commitment (“CPC”). Terms used but not defined herein shall have the meaning set forth in the Master Agreement, as applicable.

This CPC shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the Project, and no liability on account therefor shall be incurred beyond the amount of such monies. It is understood that neither this CPC nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the Project.

General Project Description:

Authority and Customer have worked together to develop the following list of Customer sites suitable for the installation of solar photovoltaic (“solar PV”) arrays (“Customer Sites”). These Customer Sites were identified as potential locations for ground mounted, rooftop, and carport canopy solar arrays, due to their ability to meet technical requirements, and optimal project economics. The Customer is planning the installation of about 3.5MW (DC) of distributed solar photovoltaic energy among the Customer Sites (also referred to as a “Project”) listed below. The Project also includes the potential of incorporating energy storage

- Albany County Radar Tower
- Albany County Health Complex, 260 S. Pearl Street Building
- Albany County Cornell Coop
- Albany County DPW Headquarters
- Albany County Sheriff’s Clarksville Station
- Albany County Correctional Facility
- Albany County Wendell Street Garage, 9 Wendell St. Garage

The Authority and the Customer acknowledge that the Customer is continuing to review its other facilities for inclusion in the Project. The above list of Customer Sites may be augmented. The list of Projects above in no way limits the ability of the Customer to incorporate additional sites into this project scope in the future. In the event that additional sites are added the Authority Program Cost Recovery will be increased accordingly, as set out below.

The Authority anticipates that, for budgetary purposes, Projects associated with the Customer Sites will be constructed within 36 months of the execution of this CPC, however, the Parties acknowledge that forecasting any project schedule at this preliminary stage is uncertain.

The Authority intends to provide the Advisory Services using its own forces. At all times during the Project the Authority will provide two points of contact and a dedicated implementation team that will focus on the smooth development and execution of the Projects until they are constructed.

The solicitation of developers for the Project will be conducted through a mini-bid process among the Authority's pre-qualified vendors.

The Authority will provide the Advisory Services set forth below in connection with the Customer's development, procurement and installation of commercial scale solar arrays at the aforementioned Customer Sites.

Authority Obligations and Advisory Services:

Project Planning:

- Assess economic feasibility of the installation of a commercial scale solar array at each Customer Site.
- Perform a utility bill analysis and evaluate rate tariffs to evaluate economic alternatives for consumption on site and under the Value of Distributed Energy Resources, as well as identifying possible options for separate project metering and interconnection.
- Perform an energy usage analysis to understand and optimize the meter load profiles at Customer Sites and develop a load profile for all facilities within each utility and load zone to maximize potential installed capacity at each Customer Site.
- Identify permit requirements.
- Identify utility distribution requirements, including interconnection capacity where possible.
- Develop and maintain a project timeline or Gantt chart from the date of this agreement until the Customer selects a developer, after which time the

developer will be responsible for the maintenance of the Gantt chart. The Authority will then require the developer to provide a Gantt chart to assist the Customer track the Project until it is constructed.

- Obtain final approval from the Customer to develop mini-bids for the Projects at the Customer Sites.

Project Mini-bid and Evaluation:

- Form an evaluation committee which may include members from the Customer, and the Authority engineering, business development, procurement, finance, and integrated grid, who will develop evaluation criteria and a scoring matrix designed to identify the best value proposal.
- Based on Customer requirements as well as the information and analysis gathered from the Project planning stage, prepare a mini-bid solicitation in accordance with NYPA's Strategic Supply Management requirements. The goal of the mini-bid is to select the best value proposal (or proposals) from a developer(s). The developer(s) will install, own, operate and maintain a solar power generating system for each of the Customer Sites under a solar Power Purchase Agreement ("Solar PPA") between the Customer and the selected solar developer.
- Provide general technical support in connection with the Customer's negotiation of the Solar PPA. This may include providing Customer with sample Solar PPAs used in the solar industry, reviewing and providing commentary on the template Solar PPA provided to address any unique Project issues. No such support, review or commentary will constitute legal advice. All Solar PPAs should be reviewed by the Customer's legal counsel and the Customer prior to inclusion in the mini-bid solicitation.
- Assist the Customer in responding to questions arising from the mini-bid, preparing bid addenda, and hosting any pre-bid conference(s) with potential solar developers (where necessary).
- Tabulate the proposals received from solar developers and if necessary, conduct interviews among selected solar developers.
- Issue a memorandum to the Customer setting forth the compiled bid results and evaluation team findings.
- Provide continued technical support and advice to the Customer during contract negotiations between the Customer and solar developer. No advice provided during negotiations will constitute legal advice.

Post Mini-bid and Project Execution:

After the solar developer has been identified by the evaluation committee and approved by the Customer, the project will enter the execution stage. The Authority will continue to provide ongoing support to the Customer during this phase including:

- Review of project documentation (e.g., developers' schedules, progress reports, contract amendments) as requested by the Customer.
- Provide industry-specific guidance and technical advice related to the Customer's interconnection obligation.
- Provide solar-related advice to the Customer for each solar array installation.
- Facilitate and assist where required with permitting application information.
- Work with the Customer, selected developer and relevant utility to develop the interconnection applications and resolve issues.
- Undertake detailed reviews of the final designs, drawings and calculations for each Customer Site to confirm that the designs are compliant with the elements set out in the mini-bid solicitation.
- Provide periodic on-site observations and reporting for all construction phases of the Project. Assist the Customer with confirming the solar developer is adhering to all specifications and timelines set for in their proposal response.

Customer Obligations:

Project Planning:

- Identify approved site locations for the solar array installation; identify known site constraints; provide details regarding electrical loads, billing data and other site specific project data, including available land, and any access restrictions.
- Provide authorization to proceed with mini-bids for the Projects at the Customer Sites.
- Provide safe access to the Authority (and the Authority's consultants, if applicable) to all Customer Sites.
- Collaborate with the Customer and selected developer to obtain information regarding the relevant permitting applications.

Project Mini-bid and Evaluation:

- Participate on the mini-bid evaluation committee, pre-bid conferences and attend interviews with potential solar developers (if required).
- Furnish information requested by the Authority to prepare the mini-bid solicitation including, but not limited to, specific site requirements, required contract provisions, and any other regulations that must be addressed in the Solar PPA.
- Review and approve the mini-bid solicitation, including the Solar PPA and any other project-related data requested by the Authority.
- Work with the selected developer and the Authority to facilitate the development of applications for all historical and environmental reviews as well as any other

documentation required to comply with applicable regulations governing the solar array installation(s).

- Enter into a Solar PPA directly with the selected solar developer to the extent the installation of solar generating equipment under a Solar PPA is economically feasible.

Post Mini-bid and Project Execution:

- Customer will do all things necessary to assist in timely and smooth Project implementation, including but not limited to reviewing all documents, providing required authorizations to the developer (including site access) and coordinating with other third parties as required.
- Include the Authority as a project participant on any promotional signage installed in connection with the Project.

Compensation:

Authority Program Fee:

The Authority's Program Fee (the "Authority Program Fee" or "APF") for performing the Advisory Services identified above is a base cost of \$80,000 for the first megawatt (MW) of installed capacity with an additional \$0.025/Wdc cost for any capacity installed over 1 MWdc. The APF is inclusive of all costs that may be incurred by the Authority on behalf of the Customer for the Project(s). The APF will be paid on a milestone basis as articulated in the Solar PPA between the Customer and the solar developer (see Authority Program Fee below). Any project under this scope of work may trigger a milestone payment.

Except under the circumstances set forth in the termination provision below, the APF will be paid directly by the solar developer to the Authority under the terms of the Solar PPA. The Customer agrees to include reasonable payment terms in the Solar PPAs as will most expeditiously and fully compensate the Authority. At a minimum, the PPA between the Customer and the developer will require (i) the APF to be paid in full within 30 business days of the Customer receiving electricity from the first completed project and (ii) provides for a direct right of action by the Authority against the solar developer to recover the APF. The relevant language is as follows:

Authority Program Fee. *The Authority Program Fee ("APF") is payable by the Seller to the New York Power Authority ("Authority") for providing support services to the Purchase during the solicitation period, i.e., assessing the solar PV project sites, developing and issuing the mini-bid solicitation and evaluating proposals received in response to the mini-bid solicitation, and during the construction period.*

The APF is equal to a base cost of \$80,000, for the first megawatt (MW) of installed capacity with an additional \$0.025/Wdc cost for any capacity over 1 MW.

The APF is payable as follows, (a) within 30 business days of vendor selection, the Seller will pay to the Authority a sum equal to 25% of the APF, (b) within 30 business days of PPA execution, the Seller will pay to the Authority a sum equal to 25% of the APF, (c) within 30 business days of commencing construction of the system, the Seller will pay to the Authority a sum equal to 50% of the APF.

The Parties agree that the Authority is a third party beneficiary of this PPA, with all rights and remedies afforded herein, for the express purpose of enforcing the Seller's obligation to make payment of the APF.

A failure, for any reason, by the Seller to adequately incorporate the APF costs into the Contract Price in Exhibit 1 does not relieve the Seller of any obligation to pay the APF to the Authority pursuant to this PPA.

If for any reason whatsoever the Seller fails to pay the APF to the Authority by the due dates set out above, then for as long as any portion of the APF remains unpaid the Purchaser shall not be required to pay for any electric energy generated by the System during that period. The Seller must continue to provide all electric energy generated by the System to the Purchaser during this time and does not relive the Seller of any of its obligations under this PPA.

The total amount of the APF shall be paid within 30 days of the date the first electricity from the first project is received by the Customer. This requirement is premised on full recovery of the APF from the first Solar PPA developed without causing a negative cash flow to the Customer. Where full recovery of the APF from the first Solar PPA developed cannot be achieved due to Project economics, the Authority may allocate one or more milestone payments of the APF to the next Project, and so on, until full recovery of the APF is achieved. The Authority has sole discretion in determining if a Solar PPA will result in negative cash flow to the Customer. Allocation of the APF to subsequent Solar PPAs will be determined by the Authority based on factors, including but not limited, to the relevant utility and load zone.

If Customer and Authority agree to adding or modifying the list of approved Customer, the APF will be increased according to the capacity DC of the additional array(s); the APF will increase by \$0.025/W for every Watt DC of installed capacity above the 1MWdc. All additional projects will be considered additional capacity for the purposes of determining an increase to the APF. If a Customer Site identified is not installed the APF will not be modified.

Customer agrees to provide cooperation and support to the Authority in the event that the developer fails to make timely payment to the Authority, and agrees to execute all further and additional documentation necessary for the Authority to recover full payment of the APF under the Solar PPA.

Termination:

In the event that (i) eighteen (18) months after the selection of the solar developer(s) no project has received permits sufficient for the selected developer to begin construction; (ii) the Customer notifies the Authority that the Customer no longer wishes to proceed with developing any Projects under this CPC; or (iii) the Authority is unable to fully recover the APF under the Solar PPA, then the Customer agrees to pay the Authority the maximum amount of \$35,000.00 (or such lesser portion thereof that will result in the Authority's full recovery of the APF). Payment shall be made by Customer within sixty (60) days of Customer's receipt of an invoice from the Authority.

Acceptance

This Customer Project Commitment shall become binding upon the parties hereto upon signature below by an authorized representative of Authority and Customer.

Accepted by:

New York Power Authority

Albany County

Signature

Signature

Name Printed

Name Printed

Title

Title

Date:

Date:

The proposed terms of this Customer Project Commitment are valid for 30 days, unless executed.

Albany County

Solar PV Analysis

Summary

Albany County (“County”) has expressed an interest in clean energy technologies such as solar PV. The County provided the New York Power Authority (“NYPA”) with locations to incorporate ground and rooftop solar arrays as well as a potential location at the Albany County Sheriff’s Department where parking lot canopies would be installed. For the ground applications, the New York State Environmental Resource Mapper was used to determine if any of these locations are in possible wetland or wetland buffer zones as well as if there are any rare wildlife implications. For all proposed locations, National Grid’s hosting capacity map was used to locate 3-phase power nearby and determine if there is sufficient interconnection capacity for a new solar PV system to connect to.

The following preliminary designs summarize site characteristics and depict scenarios for potential baseline capacities for the solar PV systems. The NYS Public Service Commission (“PSC”) limits the solar PV system size on any individual land parcel to 5 MWac to receive the Value Distributed Energy Resource (“VDER”) credits.

Facility	System Type	Capacity	Application	Roof Age	Roof Type
Radar Tower	Ground mount	1600 kWdc	In-front of the meter	-	-
Albany County Heath Complex					
260 S. Pearl St. Building	Rooftop	176 kWdc	Behind-the-meter	~12 years	Johns Manville Adhered EPDM
175 Greene St Building	Rooftop	Not recommended	Behind-the-meter	~12 years	Johns Manville Adhered EPDM
Albany County Cornell Coop	Ground mount	370 kWdc	In-front of the meter	-	-
Albany County DPW Headquarters Property					
	Rooftop	242 kWdc	Behind-the-meter	-	-
	Ground mount	200 kWdc	Behind-the-meter	-	-
Albany County Sheriff's Clarksville Station					
Roof 1	Rooftop	60 kWdc	Behind-the-meter	~10 years	
Roof 2	Rooftop	20 kWdc	Behind-the-meter	~10 years	
Roof 3	Rooftop	25 kWdc	Behind-the-meter	~10 years	
Roof 4	Rooftop	66 kWdc	Behind-the-meter	~10 years	
New Structure	Rooftop	105 kWdc* based on current renderings of the building	-	New	-
Albany County Correctional Facility	Carport	748 kWdc	In-front of the meter	-	-

Interconnection

Based on the array capacities within this portfolio some project sites will be interconnected behind-the-meter to the existing building electrical system and will offset the electrical usage at the site. Other project locations will be connected in-front of the meter and inject energy directly into the respective utility's grid. The County will receive credits on their utility bills for the injected energy. In-front of the meter system connections may warrant additional protection requirements such as 3VO based on the system capacity. This is determined by the respective utility during the interconnection process.

VDER & the Value Stack

The Value of Distributed Energy Resources ("VDER") compensation mechanism is designed to provide Distributed Energy Resources with value based on the benefit they directly provide to the utility grid. These values are based on several price indices listed below, and are collectively referred to as the Value Stack.

- Location Based Marginal Price ("LBMP")
- ICAP – Averted costs of installed capacity.
- Environmental Value ("E") – Clean Energy Standard Tier 1 Renewable Energy Credits or the Social Cost of Carbon, whichever is higher.
- Demand Reduction Value ("DRV") and Locational System Relief Value ("LSRV") – Averted costs base on the utility's marginal cost of service; LSRV is only available in certain areas.

The largest drivers of Value Stack revenue are LBMP and ICAP, which fluctuate with the cost of wholesale power, and vary by location. Although the future of wholesale electricity markets is uncertain, there is widespread belief that costs will continue to increase over time, to some degree. The DRV and LSRV values compensate for the benefit these systems provide to the distribution grid, and are locked in at the time of interconnection for a period of 3 and 10 years, respectively. Due to the locations of Albany County's facilities currently under consideration, these values are not expected to provide significant value to the project portfolio. The second largest revenue driver in the Value Stack is the E value, which is currently set to the Social Cost of Carbon (\$27.41/MWh). This is locked in at the time of interconnection for 25 years, and represents a significant guaranteed revenue stream for the projects.

The projected Year 1 VDER rate range for the projects in this portfolio is \$0.742 - \$0.0793

Clarifying Questions

- Does the County pay National Grid, Central Hudson, OGS, and Direct Energy directly to each respective entity?
- Is the County interested in hosting a CDG project and be an off-taker?
- For the ground mount locations is the County okay with tree clearing? If yes, will the County be responsible for clearing the trees?

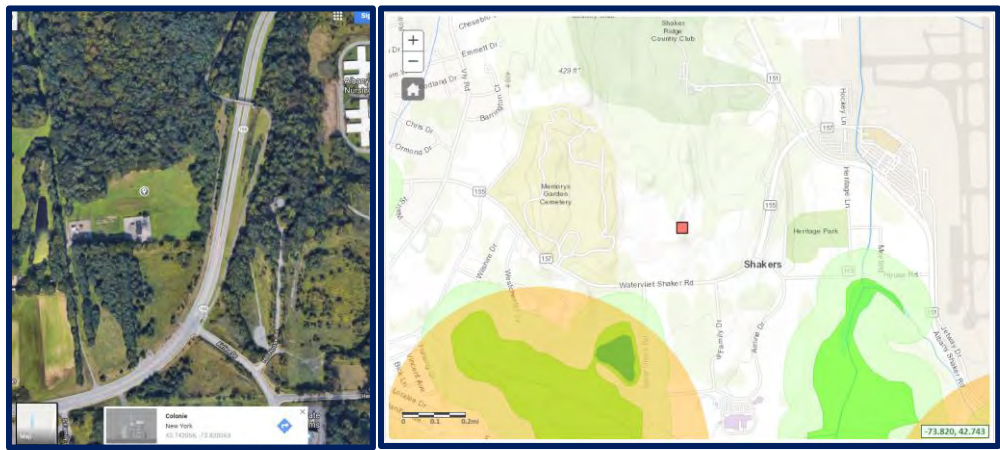
Recommendation

Based on the preliminary analysis, it is recommended that 6 of the project sites, as well as the carports, move forward with a Request for Proposal (**RFP**) that NYPA will develop, and issue as a solicitation, and assist in the evaluation of proposals. NYPA also recommends including an option for bidders to propose favorable energy storage applications. A sensitivity analysis to verify the financial viability will be performed based on the responses received for both behind-the-meter and front of the meter interconnection methods.

Radar Tower

Ground mounted array; 925 Watervliet Shaker Rd, Albany, NY 12211

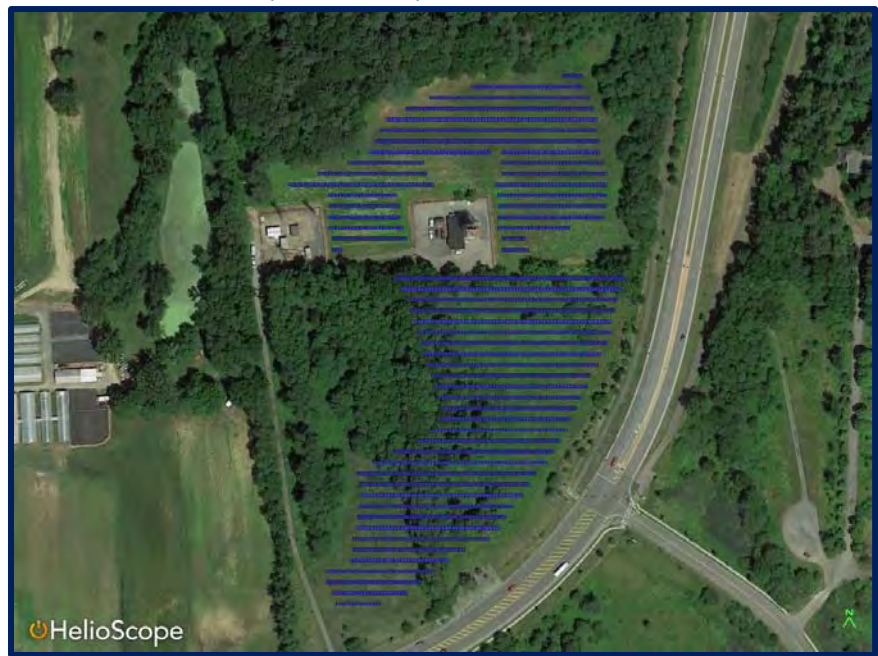
This location will require tree clearing. The County may choose to remove or relocate the current trees at this location. Also, if desired by the County, the solar developer may remove the trees and do a 1-for-1 replacement or relocate the current trees. Note there are two prospective layouts. This is based on the currently available NYSERDA incentives. At this time systems under 750kW yield a higher incentive than a system over 750kW. However, a larger system yields higher production compensating for the lower incentive. It is recommended to provide both system footprints for vendors to provide a design and pricing. NYPA will evaluate the most economical value once pricing is received.



* Project location

*the photo on the right depicts the DEC wetland mapper

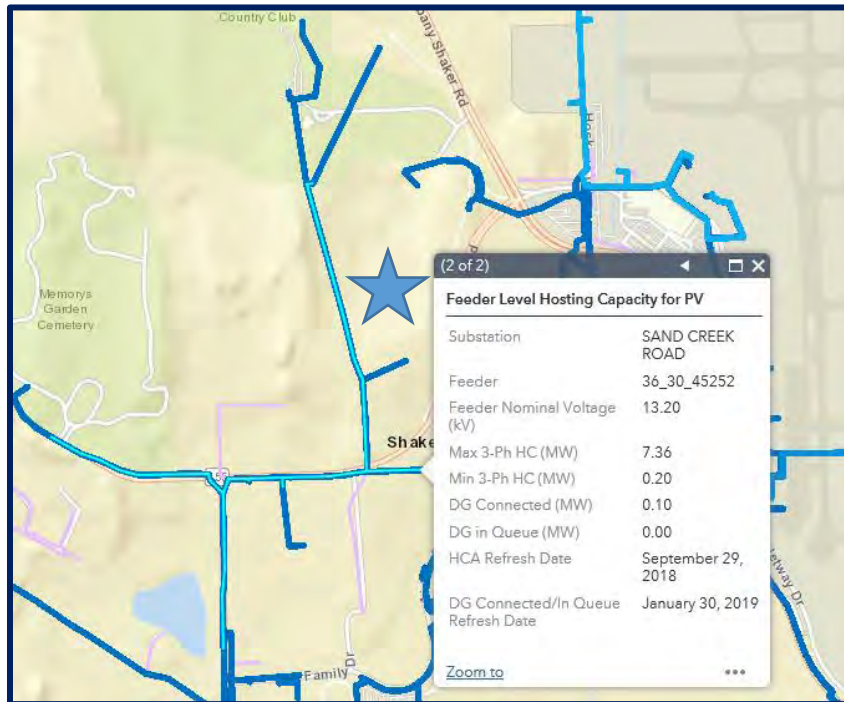
Proposed System Size 1.6MW DC (1.3MW AC)



Proposed System Size 817kW DC (720kW AC)



The image below is of National Grid’s hosting capacity map, the blue star represents the location of the solar array. At this time there is capacity to connect the solar array to National Grid’s infrastructure. Note, there is no 3V0 protection at this substation, which may be required.



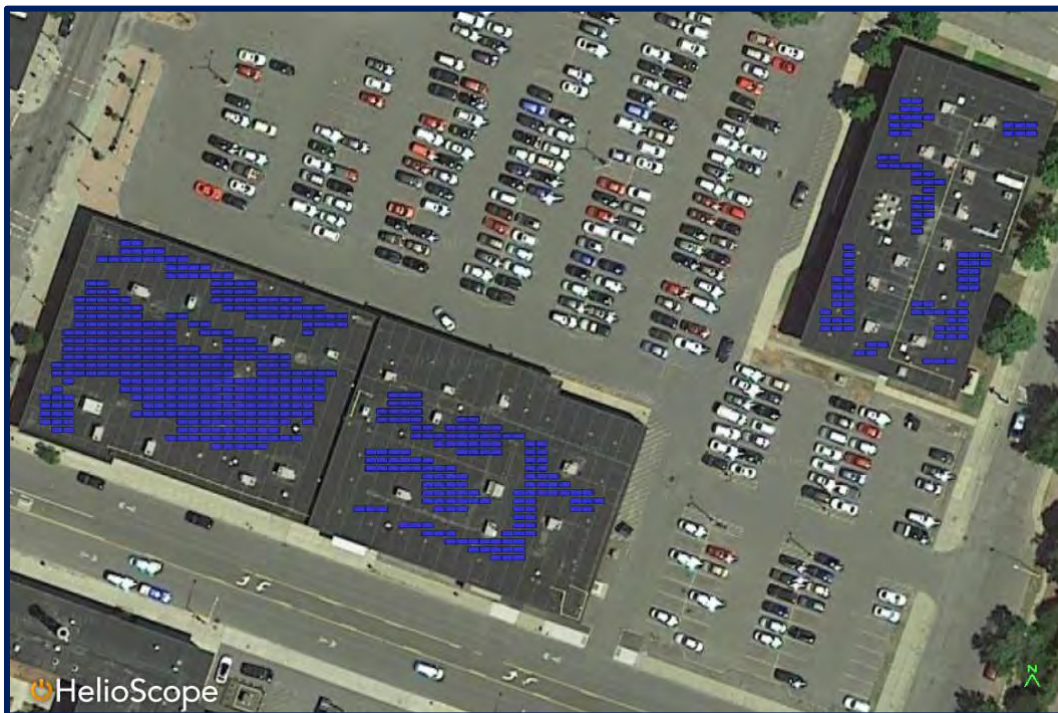
Albany County Health Complex

Roof top arrays; 175 Green Street and 260 South Pearl Street

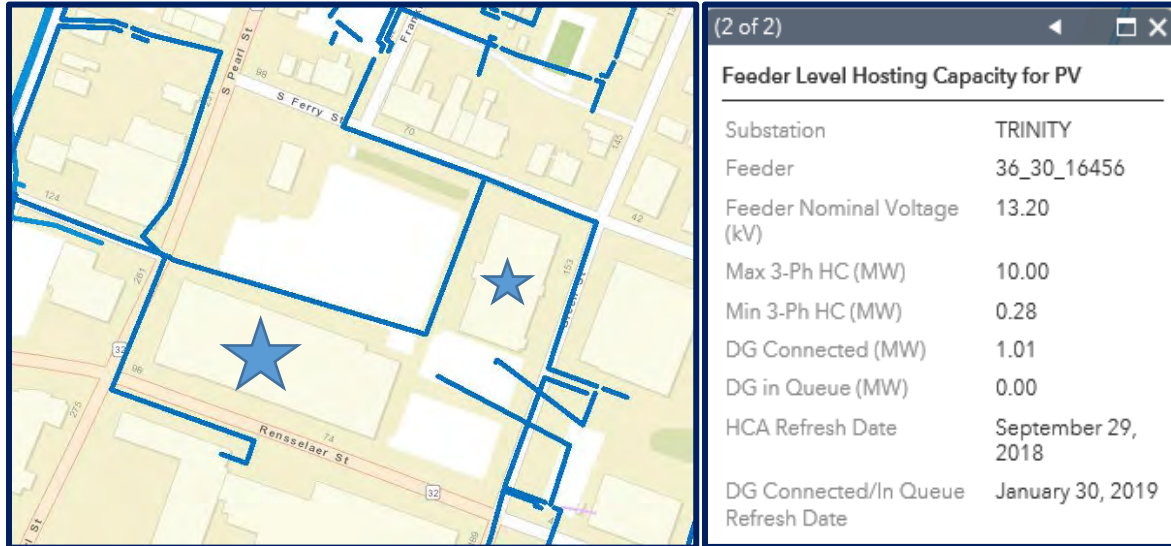
It is not recommended to incorporate solar PV on 175 Green Street due to the limited space on the roof.



Proposed System Size: 176 kW DC (171 kW AC) and 34 kW DC (30 kW AC)



The photo below is of National Grid’s hosting capacity map, the blue stars represent the location of each solar array. At this time there is capacity to connect the solar arrays to National Grid’s infrastructure without triggering major upgrades. Based on the location of the 3-phase power as well as the available capacity, interconnection costs may be favorable for this location. Note, there is 3V0 protection at this substation.



Albany County Cornell Coop

Ground mount; 24 Martin Road, Voorheesville, NY 12156

Please see the environmental photo below, per the NYS DEC Environmental Resource Mapper, this location is within a wetland buffer zone. It is also within the vicinity of bats listed as endangered or threatened.

This location will require some tree clearing. The County may choose to remove or relocate the current trees at this location. Also, if desired by the County, the solar developer may remove the trees and do a 1-for-1 replacement or relocate the current trees.

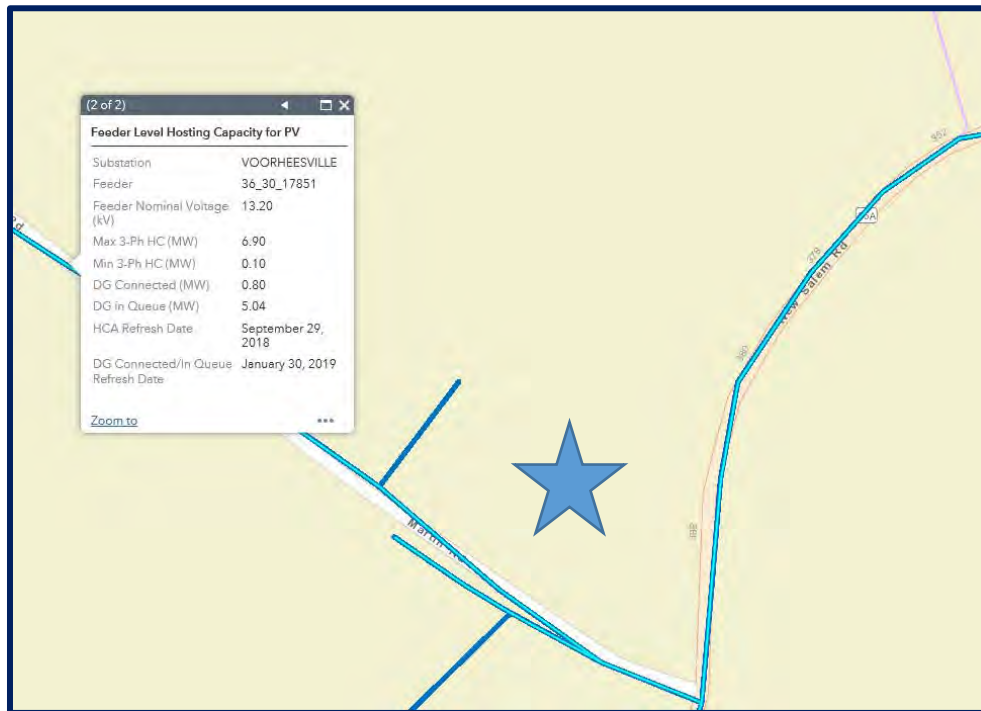


*DEC Environmental Resource Mapper

Proposed System Size: 370 kW DC (310 kW AC)



The photo below is of National Grid's hosting capacity map, the blue star represents the location of the solar array. At this time there is capacity to connect the solar arrays to National Grid's infrastructure. Note, there is no 3V0 protection at this substation, which may be required.



Albany County DPW Headquarters

Roof and ground mount; 449 New Salem Road, Voorheesville, NY

This location is near wetlands and wetland buffer zone. This location is in the vicinity of bats listed as endangered or threatened. This location should need a little tree/plant clearing. The County may choose to remove or relocate the current trees at this location. Also, if desired by the County, the solar developer may remove the trees and do a 1-for-1 replacement or relocate the current trees.



*DEC Environmental Resource Mapper

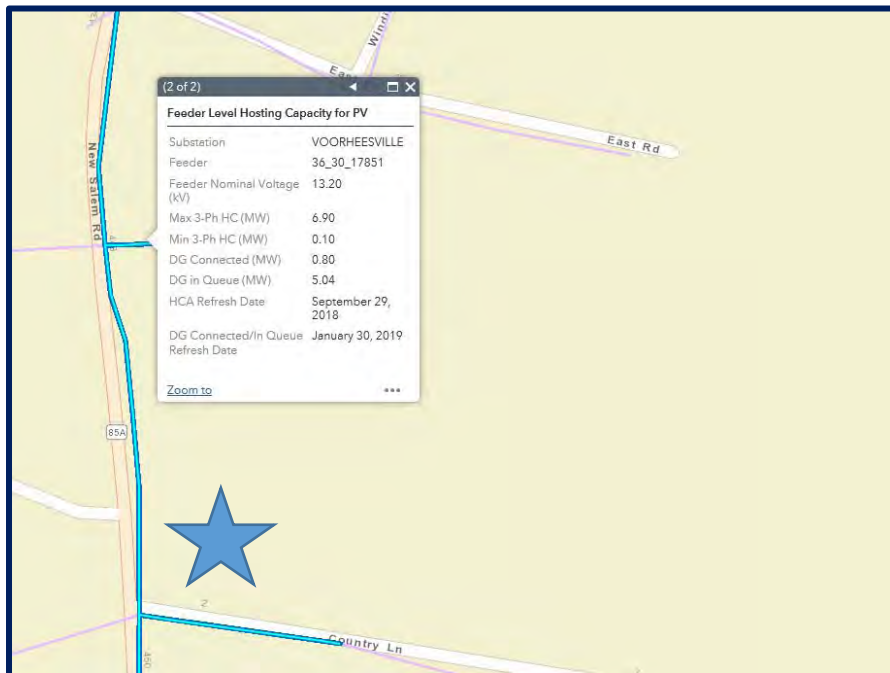
242 kW DC (215 kW AC)



200 kW DC (168 kW AC)



The photo below is of National Grid’s hosting capacity map, the blue star represents the location of the solar array. At this time there is capacity to connect the solar arrays to National Grid’s infrastructure. For this location there is ~960kW available at this time. Note, there is no 3V0 protection at this substation.



Albany County Sheriff's Clarksville Station

Rooftop arrays; 58 Verda Ave, Voorheesville, NY 12186

This location is undergoing a capital project which entails roof replacements. At this time based on the current structure we can leave this project in the portfolio where in the RFP it will be made aware that this site will be undergoing roof replacements and potentially be removed from this phase of projects. This site is also incorporating another building in which the roof may be utilized to implement solar PV.



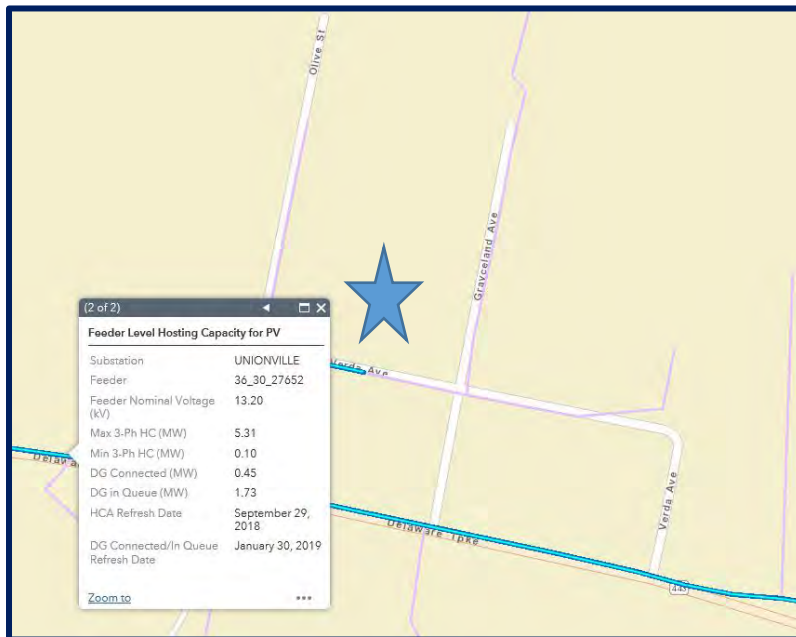
Proposed System Size 171 kW DC (168 kW AC)



Proposed System Size 105 kW DC (96 kW AC)



The photo below is of National Grid's hosting capacity map, the blue star represents the location of the solar arrays. At this time there is capacity to connect the solar arrays to National Grid's infrastructure. Note, there is no 3V0 protection at this substation, which may be required.



Albany County Correctional Facilities

Carport; 840 Albany Shaker Rd, Albany, NY 12211

This location only would be carports, compared to ground and rooftop applications, this would be a greater cost. Note, this is near an airport, will the FAA require a glare analysis for this site?



Projected System Size 748 kW DC (625 kW AC)



The photo below is of National Grid's hosting capacity map, the blue star represents the location of the solar array. At this time there is capacity to connect the solar arrays to National Grid's infrastructure. Note, there is no 3V0 protection at this substation, which may be required.

