

RECIPROCAL BUSINESS ASSOCIATE AGREEMENT BETWEEN BHNNY AND THE COUNTY OF ALBANY

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into and made effective as of April 1, 2020 (the "Effective Date"), by and between BETTER HEALTH FOR NORTHEAST NEW YORK, INC. ("BHNNY" or "Covered Entity"), and THE COUNTY OF ALBANY ("Albany County" or "Business Associate"), the municipal corporation within which the Albany County Sheriff's Office ("ACSO") is a department/office, each a "Party" and collectively the "Parties." This Agreement applies to the extent that HIPAA (as defined below) and HITECH (as defined below) apply to BHNNY and Albany County. Nothing in this Agreement shall be construed to expand the applicability of HIPAA or HITECH to the Parties hereto.

WHEREAS, BHNNY is the lead entity of a Performing Provider System ("PPS") for purposes of the New York State Delivery System Reform Incentive Payment Program ("DSRIP") and, along with its participating partner organizations ("Partner Organizations"), has developed and is implementing the BHNNY DSRIP Project Plan to achieve DSRIP goals, which includes, among other things, creation of an integrated delivery system;

WHEREAS, BHNNY has engaged ACSO to perform certain services as set forth in an Agreement (the "Services Agreement");

WHEREAS, BHNNY is not a Covered Entity as defined by HIPAA but is a Business Associate of Partner Organizations and DOH, and the Parties recognize that for purposes of this Agreement Albany County shall carry out all the responsibilities of a Business Associate as defined by HIPAA and as set forth in this Agreement;

WHEREAS, for purposes of this Agreement, BHNNY's obligations are the same as those of a Covered Entity;

WHEREAS, the Parties hereby agree to all of the terms, covenants and conditions set forth below with respect to any current or future agreements between BHNNY and Albany County in which ACSO creates, receives, maintains, or transmits Protected Health Information (or "PHI") from, or on behalf of, BHNNY. The terms, covenants and conditions of this Agreement shall supplement and/or amend each agreement between the Parties and are hereby incorporated by reference and shall constitute an integral part of any agreement between the Parties only with respect to Albany County's use, disclosure and creation of PHI in underlying agreements; and

WHEREAS, BHNNY and Albany County desire to enter into this Agreement in order to comply with Applicable Privacy and Security Laws;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereto agree as follows:

1. **Recitals.** The terms of the recitals set forth above are hereby incorporated by this reference into this Agreement.

RECIPROCAL BUSINESS ASSOCIATE AGREEMENT BETWEEN BHNNY AND THE COUNTY OF ALBANY

2. Definitions. The following terms used in this Agreement shall have the same meaning as those terms in the "HIPAA Rules": Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

3. Specific definitions.

- a. "HIPAA Rules" shall mean the General Administrative, Privacy and Security Rules at 45 CFR Part 160 and Part 164.
- b. "Applicable Privacy and Security Laws" means HIPAA and all other applicable federal, state and local laws and regulations that govern the creation, storage, receipt or transmission of individually identifiable medical records or information.

4. Obligations and Activities of Business Associate. Business Associate agrees to:

- a. Not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law or in a manner that would violate the requirements of the HIPAA Rules. Business Associate shall not de-identify Covered Entity's PHI unless specifically granted such authority in writing as necessary to perform services for the benefit of Covered Entity.
- b. Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of the information other than as provided for by the Agreement.
- c. Report to Covered Entity's Chief Compliance Officer within five (5) business days any unauthorized access, use or disclosure of PHI, intentional or unintentional, not provided for by the Agreement of which it becomes aware, including Breaches of Unsecured PHI as required at 45 CFR 164.410 and any security incident of which it becomes aware; provided, however, that the parties acknowledge and agree that this subparagraph (c) constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" means, without limitation, Internet Control Message Protocol (ICMP) traffic and other broadcast attacks on Business Associate's firewall including but not limited to, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI or appears to be part of an organized attack upon Business Associate's systems.

In the event of a Breach of Unsecured PHI, such notice shall be in writing and include, to the extent possible: the identification of each individual(s) whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, acquired,

RECIPROCAL BUSINESS ASSOCIATE AGREEMENT BETWEEN BHNNY AND THE COUNTY OF ALBANY

accessed, used or disclosed; a description of what happened including the date of the Breach, the date of the discovery of the Breach and the unauthorized person who used the PHI or to whom the disclosure was made; a description of the Unsecured PHI involved in the Breach including types of identifiers and the likelihood of re-identification; whether the PHI was actually acquired or viewed; a description of the actions the Business Associate is taking to investigate the Breach, mitigate harm to individuals, and protect against further Breaches.

Information not contained in the initial notice of Breach, shall be included in a follow-up notice or notices as soon as possible, but in no event later than sixty (60) calendar days of when Business Associate knew, or by exercising reasonable diligence would have known, of the Breach. Business Associate will fully cooperate with Covered Entity to allow Covered Entity to meet its obligation of Breach Notification. Covered Entity shall be responsible for making Breach Notifications pursuant to the HIPAA Rules.

- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to the PHI.
- e. Make available PHI in a Designated Record Set to the Covered Entity within five (5) business days of receiving a request for access from the individual, or Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.
- f. Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526 within five (5) business days of receiving a request from Covered Entity and to forward any direct requests for amendment made by an individual to Covered Entity within five (5) business days, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.
- g. Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity within five (5) business days of receiving a request from the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.
- h. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- i. Make its internal practices, books, and records available to the Secretary, and upon reasonable notice to Covered Entity, for purposes of determining compliance with the HIPAA Rules.

RECIPROCAL BUSINESS ASSOCIATE AGREEMENT BETWEEN BHNNY AND THE COUNTY OF ALBANY

5. Permitted Uses and Disclosures by Business Associate.

- a. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the underlying agreement.
- b. Business Associate may use or disclose PHI as Required by Law.
- c. Business Associate agrees to make uses and disclosures and requests for PHI consistent with minimum necessary requirements under the HIPAA Rules.
- d. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth below:
- e. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

6. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

7. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity except if the Business Associate will use or disclose PHI for management and administration and legal responsibilities of the Business Associate.

8. Indemnification.

- a. Albany County agrees to indemnify, defend and hold harmless BHNNY and its respective corporate affiliates, officers, directors, and employees for any and all claims, losses, liabilities, costs and expenses incurred by BHNNY arising from or in connection with: (i) Albany County's failure to perform its obligations under this Agreement; (ii) willful misconduct, negligent acts or omissions of Albany County, or any contractor or agent of Albany County in carrying out the obligations under this Agreement or a subcontract Business Associate Agreement; or (iii) violation of Applicable Privacy and Security Laws as provided by BHNNY, by Albany County, or any agent or contractor of Albany County. This indemnification obligation shall survive termination of this Agreement.

RECIPROCAL BUSINESS ASSOCIATE AGREEMENT BETWEEN BHNNY AND THE COUNTY OF ALBANY

- b. Albany County agrees to indemnify, defend and hold harmless BHNNY and its respective corporate affiliates, officers, directors, and employees for any and all claims, losses, liabilities, costs and expenses incurred by BHNNY as a result of claims, losses, liabilities, costs and expenses of Partner Organizations, including but not limited to reasonable attorneys' fees and the costs of Breach notification and mitigation, arising from or in connection with Albany County's willful misconduct.
 - c. The obligations of this Section 8 shall survive termination of the Agreement.
9. Term and Termination.
- a. Term. The Term of the Agreement shall be effective as of the date of execution of the underlying agreement(s) by both Parties, and shall terminate on the date of completion of all deliverables associated with the underlying agreement(s) or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
 - b. Termination for Cause. Upon learning of a pattern of activity or practice of Albany County that constitutes a material breach or violation of Albany County's obligation under this Agreement, BHNNY may either:
 - i. Provide Albany County with notice of and the opportunity to cure the breach or end the violation, as applicable, within a reasonable period of time but not later than twenty (20) days from notice and, if such steps are unsuccessful, terminate the Service Agreement and this Agreement, if feasible; or
 - ii. Terminate the Service Agreement and this Agreement immediately, if feasible.
 - iii. Either Party may terminate this Agreement; effective immediately, if (i) the other Party is named as a defendant in a criminal proceeding for a violation of the Privacy Rule or (ii) a finding or stipulation that the other Party has violated any standard or requirement of Applicable Privacy and Security Laws is made in any administrative or civil proceeding in which the Party has been joined.
 - c. Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

RECIPROCAL BUSINESS ASSOCIATE AGREEMENT BETWEEN BHNNY AND THE COUNTY OF ALBANY

- ii. Return to Covered Entity, or at the direction of Covered Entity and in compliance with HIPAA Rules, destroy the remaining PHI that the Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent, access, use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI; and
 - iv. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in Section 5 above under "Permitted Uses and Disclosures" which applied prior to termination.
 - d. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.
10. Miscellaneous.
- a. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
 - b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
 - c. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
 - d. Order of Precedence. In the event of any inconsistency between any provision of this Business Associate Agreement and the provisions of any other agreement, the order of interpretation shall be this Business Associate Agreement and then any other agreements.

**RECIPROCAL BUSINESS ASSOCIATE AGREEMENT
BETWEEN BHNNY AND THE COUNTY OF ALBANY**

Better Health for Northeast New York, Inc.

Albany County

By: _____
Signature

By: _____
Signature

Louis Filhour, PhD, RN
Name

Name

Chief Executive Officer
Title

Title

Date

Date



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

SHAWN P. NOONAN
CHIEF DEPUTY

ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

LEON A. BORMANN
CHIEF DEPUTY

September 23, 2020

Honorable Andrew Joyce
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

ANDREW
Dear Mr. Joyce:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

I am respectfully requesting legislative action in the form of a resolution authorizing Albany County to enter into an agreement with H2M Architects & Engineers for the Clarksville 911-EOC project.

Bonding has been approved and this project will be funded under the 2021 Albany County Capital Plan. The Request For Proposals (RFP#2020-098) process was completed and following an evaluation of all bids that were received, this company was successfully chosen by the Albany County Sheriff's Office.

Should there be any questions, do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.
Craig D. Apple, Sr.
Sheriff

Att.

Cc: Hon. Daniel P. McCoy, County Executive
Hon. William Clay, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance Committee
Brandon Russell, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel
Christian Barnes, Minority Conference



DANIEL P. McCOY
COUNTY EXECUTIVE

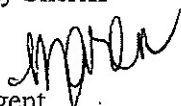
COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Sheriff Craig D. Apple
Albany County Sheriff

FROM: Karen Storm 
Purchasing Agent

DATE: September 22, 2020

RE: RFP #2020-098

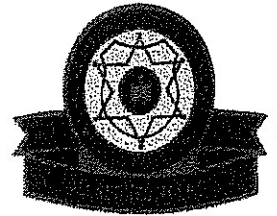
I am in receipt of your recommendation to award the aforementioned Proposals to H2M Architects + Engineers.

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 H2M Architects + Engineers 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.



ALBANY COUNTY SHERIFF'S OFFICE
County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

CRAIG D. APPLE, SR.
SHERIFF

WILLIAM M. RICE
UNDERSHERIFF

SHAWN P. NOONAN
CHIEF DEPUTY

LEON A. BORMANN
CHIEF DEPUTY

Date: September 22, 2020

To: Karen Storm Purchasing Agent Albany County Division of Purchasing

From: Sheriff Craig D. Apple Sr. 

Re: RPF # 2020-098 New Clarksville 911 Center Recommendation Letter

In regards to RPF # 2020-098 New Clarksville 911 / EOC project we have reviewed all the responses and recommend H2M Architects and Engineers be awarded the bid for the Clarksville 911-EOC project. H2M is the only firm of all the bidders that have completely designed and completed a combination 911 and Emergency Operation Center (EOC) facility in its entirety. H2M has designed, built and assessed over 300 emergency response facilities including 911 Public Safety Answering Points (PSAP), Emergency Operation Centers, Emergency Management and Public Safety facilities. H2M offers the most experienced design team, its top two team members, David J. Pacheco and Dennis A. Ross hold positions on the Department of Homeland Security's EOC Standards Committee and the National Fire Protection Agency's Health and Safety Committee respectively. As their proposed fee amount is not the lowest, we considered their expertise, their understanding of the project, and their experience with similar projects, makes them the most appropriate, combine that with their total price with the inclusions and exclusions it makes H2M the best choice to award this contract.

Approved [Signature]

REQUEST FOR LEGISLATIVE ACTION

FOR COUNSEL USE ONLY	
DATE:	_____
RECEIVED:	_____
RECEIVED BY:	_____
METHOD:	<u>HAND</u> _____
	<u>COURIER</u> _____
	<u>MAIL</u> _____

DATE : SPETEMBER 23, 2020

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D APPLE SR

TELEPHONE: 487-5440

DEPT. REPRESENTATIVE ATTENDING

COMMITTEE MEETING:

SHERIFF CRAIG D APPLE SR

PURPOSE OF REQUEST:

ADOPTION OF LOCAL LAW	_____
AMENDMENT OF PRIOR LEGISLATION	_____
APPROVAL/ADOPTION OF PLAN/PROCEDURE	_____
BOND APPROVAL	_____
BUDGET AMENDMENT(SEE BELOW)	_____
CONTRACT AUTHORIZATION (SEE BELOW)	<u>X</u>
ENVIRONMENTAL IMPACT	_____
HOME RULE REQUEST	_____
PROPERTY CONVEYANCE	_____
OTHER:(STATE BRIEFLY IF NOT LISTED ABOVE)	_____

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO. _____

SOURCE OF FUNDS: _____

TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

CHANGE ORDER/CONTRACT AMENDMENT	_____
PURCHASE (EQUIPMENT/ SUPPLIES)	_____
LEASE (EQUIPMENT/SUPPLIES)	_____
REQUIREMENTS	_____
PROFESSIONAL SERVICES	<u>X</u>
EDUCATIONAL/TRAINING	_____

GRANT: NEW _____

RENEWAL _____

SUBMISSION DEADLINE DATE _____

SETTLEMENT OF A CLAIM _____

RELEASE OF LIABILITY _____

OTHER: (STATE BRIEFLY) _____

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: PARTY (NAME/ADDRESS):

H2M ARCHITECTS & ENGINEERS

3 LEAR JET LANE - STE 205

LATHAM, NY 12110

AMOUNT/RATE SCHEDULE/FEE:

NOT TO EXCEED \$813,250.00

TERM:

SCOPE OF SERVICES: CONSTRUCTION, DESIGN AND CONSTRUCTION

ADMINISTRATIVE SERVICES FOR THE DESIGN OF THE NEW ALBANY

COUNTY SHERIFF'S E-911 EMERGENCY MANAGEMENT FACILITY

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES _____ NO X

COUNTY BUDGET ACCOUNTS:

REVENUE:

APPROPRIATION: 2021 CAPITAL PLAN

BOND(RES. NO. & DATE OF ADOPTION)

2019-097, 3/12/2019

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES _____ NO X

IF MANDATED CITE: AUTHORITY

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES _____ X NO _____

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:

INCLUDED IN 2021 CAPITAL PROJECT

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL

STATE

COUNTY 100%

TERM/LENGTH OF FUNDING

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: 2019- 167

DATE OF ADOPTION: 5/13/2019

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

THIS AGREEMENT WOULD ALLOW THE ALBANY COUNTY SHERIFF'S OFFICE TO

UTILIZE THE SERVICES OF H2M ARCHITECTS & ENGINEERS AS OUTLINED IN THE ATTACHED

PROPOSAL AND MOVE FORWARD WITH THE CLARKSVILLE 911-EOC PROJECT

AT THE CLARKSVILLE PUBLIC SAFETY BUILDING

SEE RFP 2020-098

BACK-UP MATERIAL SUBMITTED (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE, BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: CRAIG D APPLE SR

TITLE: SHERIFF

RESOLUTION NO. 167

AUTHORIZING AN AGREEMENT WITH THE GILBANE BUILDING COMPANY REGARDING CONSTRUCTION MANAGEMENT SERVICES FOR THE E-911 EMERGENCY MANAGEMENT FACILITY

Introduced: 5/13/19

By Public Works Committee:

WHEREAS, The Albany County Sheriff has requested authorization to enter into an agreement with the Gilbane Building Company regarding construction management services for the E-911 Emergency Management Facility located at the Shaker Wing of the Albany County Regional Healthcare Facility in an amount not to exceed \$333,778, and

WHEREAS, The Albany County Purchasing Department issued an RFP for Construction Management Services for the Construction of the Albany County Sheriff's E-911 Emergency Management Facility, and

WHEREAS, Two proposals were received in response to the RFP and the Gilbane Building Company was considered the most qualified to provide the services and meets or exceeds all criteria as set forth in the RFP, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the Gilbane Building Company, Albany, NY 12211 regarding construction management services for the E-911 Emergency Management Facility located at the Shaker Wing of the Albany County Regional Healthcare Facility in an amount not to exceed \$333,778 for a term commencing May 1, 2019 and ending December 31, 2021, 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 - 5/13/19

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY SHERIFF



RFP # 2020-098

**NEW YORK STATE LICENSED ARCHITECT/ENGINEER TO
PROVIDE CONSULTING, DESIGN AND CONSTRUCTION
ADMINISTRATION SERVICES FOR THE DESIGN OF THE NEW
ALBANY COUNTY SHERIFF'S E-911 EMERGENCY MANAGEMENT
FACILITY AT THEIR CLARKSVILLE PUBLIC SAFETY CAMPUS**

**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: NEW YORK STATE LICENSED ARCHITECT/ENGINEER TO
PROVIDE CONSULTING, DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES
FOR THE DESIGN OF THE NEW
ALBANY COUNTY SHERIFF'S E-911 EMERGENCY MANAGEMENT FACILITY AT THEIR
CLARKSVILLE PUBLIC SAFETY CAMPUS**

RFP NUMBER: 2020-098

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

☐ Yes / ☐ No

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

Fax Number: _____ E-Mail _____

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

NON-PROPOSER RESPONSE

RFP #2020-098

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 #2020-098**

Sealed Proposals for a New York State Licensed Architect/Engineer to provide Consulting, Design and Construction Administration Services for the Design of the new Albany County Sheriff's E-911 Emergency Management Facility at their Clarksville Public Safety Campus as requested by Albany County Sheriff's Office 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 **Friday, September 11th, 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 August 20th, 2020.

PRE-PROPOSAL CONFERENCE WILL BE HELD ON THURSDAY, AUGUST 27, 2020 AT 10:00 A.M. AT THE ALBANY COUNTY SHERIFF'S PUBLIC SAFETY BUILDING, TRAINING ROOM, 58 VERDA AVENUE, CLARKSVILLE, NY. This will be the only scheduled conference. Proposers interested in submitting Proposals are strongly urged to attend.

Karen A. Storm
Purchasing Agent

Dated: August 14, 2020
Albany, New York

PUBLISH ONE DAY -- August 20, 2020-- THE EVANGELIST
PUBLISH ONE DAY -- August 20, 2020-- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
NEW YORK STATE LICENSED ARCHITECT/ENGINEER TO
PROVIDE CONSULTING, DESIGN AND CONSTRUCTION ADMINISTRATION
SERVICES FOR THE DESIGN OF THE NEW
ALBANY COUNTY SHERIFF'S E-911 EMERGENCY MANAGEMENT FACILITY AT
THEIR CLARKSVILLE PUBLIC SAFETY CAMPUS

RFP #2020-098

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. As requested by the Albany County Sheriff's Office, the County of Albany is seeking proposals from a New York State licensed Architect/Engineer to provide consulting services associated with the, planning, evaluation/assessment of existing conditions, space planning, budget pricing, design and preparation of construction & bid documents and also performing Construction Administration Services, as applicable for **the design and construction of the new Albany County Sheriff's E-911 Emergency Management Facility at their Public Safety Campus, located at 58 Verda Avenue, Clarksville, NY.**
- 1.2. The Albany County Sheriff's Office currently occupies the building located at 58 Verda Avenue in Clarksville, New York which is approximately 36,300 square feet in size. This building, once utilized as an elementary school, was repurposed as the Sheriff's Public Safety Building on June 1, 2012 when the Bethlehem Central School District closed the school citing low attendance. The Bethlehem School District then entered into a lease agreement with the sheriff's office and multiple Sheriff's units have occupied the facility. In November of 2018, the Sheriff's office purchased the building and is presently in the Design & Contractor Bid phase to renovate and remodel the facility into a state of the art law enforcement and public safety facility. **It is desired to construct a new annex Emergency Management Building housing both an E-911 Communications Facility (aka Public Safety Answering Point (PSAP)) and an Emergency Management Operations Center in the existing Northwest parking area, with access from Olive Street. (See attached proposed map sketch).**
- 1.3. It is the intent of the Albany County Sheriff's Office to hire a New York State licensed Architect/Engineer to perform Design and Contract Administration Services, for the Albany County Sheriff's Office E-911 Emergency Management Facility Project, more fully

RFP1

described below in Section 4. As an Alternate, Albany County Sheriff's Office also requests the New York State licensed Architect/Engineer provide a proposal fee to perform Construction Management Services.

- 1.4. The Albany County Division of Facilities Engineering (ACFE) shall serve as Owner's representative for this project. The scheduling and planning of work must be coordinated with the Albany County Sheriff's Office Management Staff and ACFE. ACFE shall act as a liaison between Albany County Sheriff's Office Management and the prospective Architect/Engineer.
- 1.5. Project designs must be in compliance with the current Building Code of New York State, the Energy Code of New York State, ICC/ANSI A117.1, ADA Standards and all applicable Reference Standards & Supplements. The successful Proposer will be required to certify same. Contractor applications for building permits on this project must be submitted for review and approved by the Albany County Division of Code Enforcement. **Design of the E-911 Communications Facility (PSAP) portion of the new annex building shall also comply with the recommendations and guidelines of NFPA-1221 pertaining to procedural and physical criteria for the installation, performance, operation and maintenance for public emergency communications systems and facilities.**
- 1.6. All County of Albany new construction, renovation and/or rehabilitation projects shall include New York State Energy Research and Development Authority (NYSERDA) studies to identify opportunities for conservation and energy retrofits. Successful Proposer shall investigate/perform all applicable studies and submit applications for proposed incentives.
- 1.7. This is a "public works" project for which the Proposer must prepare contract documents based on competitive bids for multiple prime contracts, as required under General Municipal Law §§101 and 103 ("wicks"). All contractors/subcontractors must pay prevailing wages on this project pursuant to a project schedule the County will obtain from the New York State Department of Labor. All contractors/subcontractors must comply with the reporting requirements set forth in Article 8 of the Labor Law.
- 1.8. **A PRE-PROPOSAL CONFERENCE WILL BE HELD ON THURSDAY, AUGUST 27, 2020 AT 10:00 A.M. AT THE ALBANY COUNTY SHERIFF'S PUBLIC SAFETY BUILDING, TRAINING ROOM, 58 VERDA AVENUE, CLARKSVILLE, NY.** This will be the only scheduled conference. Proposers interested in submitting Proposals are strongly urged to attend.

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, September 11, 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 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 AND REQUIREMENTS 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 in providing Design, Construction Administration Services associated with all facets of new building construction, renovations and alterations/additions to existing commercial facilities. **This Project also requires the Proposer have specific experience with design of E-911 Communications/PSAP & Emergency Operations Facilities.**

- 3.5 Provide at least three (3) references from similar projects including name, addresses and telephone numbers. Please provide specific experience related to **design of E-911 Communications/PSAP & Emergency Operations Facilities.**
- 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.
- 3.9 While providing the services described in the Agreement, the Contractor and its employees, agents, etc., shall follow all COVID-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the federal government (including, but not limited to, the CDC guidelines), and the Contractor shall be subject to the provisions of the County's Local Emergency Order re COVID-19 and all supplements/renewals to said order.

SECTION 4: SCOPE OF SERVICES

Unless specifically noted to be excluded or revised, successful Proposer shall provide for services listed below, including but not limited to: Design Development, Contract Documents, Bidding and Construction Administration Phases as described below. **Proposer shall also perform Construction Management Services as Alternate scope of services to base proposal.**

Albany County Division of Facilities Engineering (ACFE) shall serve as Owner's representative for this project. The scheduling and planning of work must be coordinated with the Albany County Sheriff's Office Management Staff and ACFE. ACFE shall act as a liaison between the Albany County Sheriff's Office Management and the prospective Architect/Engineer.

4.1 Project Design Goals/Objectives/Parameters: Albany County Sheriff's E-911 Emergency Management Facility Project

- 4.1.1 The County of Albany is seeking proposals from a New York State licensed Architect/Engineer to provide consulting services associated with the planning, evaluation/assessment of existing conditions, budget pricing, design and preparation of construction & bid documents, performing Construction Administration Services and Construction Management Services (as Alternate scope of services to base proposal) for the proposed design and construction of the new Albany County

Sheriff's E-911 Emergency Management Facility at their Public Safety Campus, located at 58 Verda Avenue, Clarksville, NY.

- 4.1.2 The Clarksville School building was added to the National Register of Historic Places in 2008 for its architectural significance as an example of modern architectural school design, based upon the original 1948 building. Any modifications made to the exterior may be restricted and guidance from the State Historic Preservation Office (SHPO) may become necessary. **New building façade shall be consistent with existing building finishes.**
- 4.1.3 The Albany County Sheriff's Office commissioned WCGS Architects (along with their sub consultants Huston Engineering & WEB Engineering) to perform a **visual condition assessment of the former Clarksville Elementary School.** The purpose of the assessment was to provide the Albany County Sheriff's Office with a description of the condition of the building and its systems prior to the Sheriff's Office purchase of the facility from the Bethlehem Central School District (BCSD); (see attached copy of their Condition Assessment Report, dated September 18, 2018).
- 4.1.4 **Planning and construction phasing shall also take into consideration the temporary relocation of existing operations during this project. Design/Construction documents shall be developed in a manner, which limits interruption of existing Facility operations.**
- 4.1.5 The existing Albany County Sheriff's Office operations and daily activities must be maintained during construction. Consultant's design documents must clearly indicate the Contractor shall coordinate all phases of the project with Albany County Sheriff's Office Management Staff to ensure no disruptions to the daily operations of the Albany County Public Safety Building.
 - 4.1.5.1 **Meet with Sheriff's Office to discuss their overall plan for the new E-911 Emergency Management Facility; intended use of floor plan, staff requirements, desired layout of inter-departments, etc., to allow Successful Firm to perform space/master plan incorporating the Sheriff's request(s) (see listing immediately below) and provide a concept design for review and approval. See sampling of specific requests below;**
 - 4.1.5.2 **E-911 Communications Center**
 - 4.1.5.2.1 Where feasible, achievable and economically practicable, the design of the E-911 Communications Facility (PSAP) portion of the new annex building shall comply with the recommendations and guidelines of NFPA-1221 pertaining to procedural and physical criteria for the installation, performance, operation and maintenance for public emergency communications systems and facilities.
 - 4.1.5.2.1.1 **Public Safety Answering Point (PSAP)**- approximately 3000 square foot to accommodate ten (10) full Calltaker/Dispatcher Consoles and one (1) raised Supervisor position. Area must be expandable to accommodate an additional twenty-four (24) full positions and two (2) raised supervisor positions and an additional sixteen (16) Calltaker positions for future use.

- 4.1.5.2.1.1.1 Comply with NFPA 1221 Security recommendations and guidelines. Isolation required from other points in the building. Protection from vandalism, terrorism and civil disturbance and other natural disasters. Non operable ballistic windows, Key FOB/Card access door control system separate from other parts of the building and HEPA filtered air handling system
- 4.1.5.2.1.1.2 Provide layout of and specifications for dispatcher consoles, call taker positions, center rounder's, equipment tables, cabinets, shelves for printer/copier/fax and support materials, multiple flat panel displays high on walls with power & cable/satellite connections, bulletin boards, white boards, map board, large digital atomic clocks, and acoustic paneling, high ceilings, camera system, etc.
- 4.1.5.2.1.1.3 Provide design for redundant power sources, alternate HVAC systems, 2 hour separation from other portions of the building, applicable rated fire doors, fire alarm and sprinkler system with monitoring panels and outside air intake shutoff in room per NFPA 1221. Central vacuum to minimize noise interruption during cleaning.
- 4.1.5.2.1.1.4 Floor plan shall also include, rest rooms, breakroom, communications center equipment room, UPS system, secure vestibule, quiet room; all with proximity to PSAP.
- 4.1.5.2.1.2 **Director Office** – Key FOB/Card access door control system Lockable door, Furnishings (Desk, chairs, small meeting table & chairs, shelving, file cabinet) two computer workstations, closet and two (2) flat panel displays on wall with applicable power and cabling installations.
- 4.1.5.2.1.3 **Assistant Director Office** – Key FOB/Card access door control system Lockable door, Furnishings (Desk, chairs, small meeting table & chairs, shelving, file cabinet) computer workstation, closet and flat panel display on wall with applicable power and cabling installations.
- 4.1.5.2.1.4 **PSAP Conference Room** - Wall display, Audio/Video conference system
- 4.1.5.2.1.5 **Restrooms** – two (2) ADA compliant public restrooms
- 4.1.5.2.1.6 **Break Room** – Tables, chairs, millwork/countertop, sink, refrigerator, coffee maker, stove, microwave, flat panel display.
- 4.1.5.2.1.7 **PSAP "Quiet" Room, RF (Radio) Room, IT Server/TELCO Room, Communications Mechanical Room , Storage Room, Vendor Office.**
- 4.1.5.2.1.8 **IT Staff Office Space/Rooms**– requires four (4) offices and a larger shared work space

4.1.5.2.1.9 **Supervisor Office Rooms** – Approximately five (5) small office rooms

4.1.5.3 Emergency Management – Emergency Operations Center (EOC)

4.1.5.3.1.1 **EOC** – approximately 2000 square foot floor plan to accommodate tiered semicircular mission control style lecture hall. Table layout must be permanent to allow for immediate EOC mobilization while providing necessary classroom functionality for the majority of the time when EOC is not being utilized. Multi-purpose advanced A/V meeting room.

4.1.5.3.1.1.1 Multi-use space to accommodate Emergency Operations Center, Sheriff's public safety lecture/training and EOC simulations.

4.1.5.3.1.1.2 Furnishings - Multiple rows of tables with moveable ergonomic chairs for forty (40) personnel, with power and data connections for each. Large motorized projector screen from ceiling at the head of room, ceiling mounted projector, 6 flat panel TV monitor on the A/V wall, Smart-Board system, Video Conferencing capabilities, four (4) – 4ft. x 8ft. magnetic dry erase boards mounted to wall, large conference table at the head of room to accommodate six (6) personnel for EOC briefing with a Smart Podium. No fixed computers at rows of tables, staff/participants will bring their own laptops.

4.1.5.3.1.1.3 Security - Key FOB/Card access door control system and HEPA filtration system with UVC light disinfecting lamp. Sound proof with superior acoustics.

4.1.5.3.1.1.4 Electrical/Mechanical - All AV devices and EOC computer systems backed up by a UPS. Separate AC/Heat controls and Dimmable lighting system.

4.1.5.3.2 **Sheriff's Office** – For use by Sheriff during EOC activations. Shall have secondary access door directly to large EOC area. Office shall include Large flat panel TV on wall capable of viewing the EOC and Cable access, executive desk & chair, key FOB/Card access door control system and computer systems backed up by a UPS.

4.1.5.3.3 **Sheriff's Conference Room** – Smaller conference room attached to Sheriff's office to include conference table with seating for twelve (12), with power and cabling at center of table, large flat panel TV on wall capable of viewing the EOC and Cable access and dry erase boards on walls.

- 4.1.5.3.4 **Emergency Manager's Office** – Located in close proximity to large EOC area. Emergency Manager's Office shall include L-shaped work station with chair, tall book shelving, file cabinets and small meeting table to seat four (4). Flat panel TV on wall capable of viewing the EOC and Cable access. Key FOB/Card access door control system and computer systems backed up by a UPS.
- 4.1.5.3.5 **Fire Coordinator's Office** – Located in close proximity to an exterior door. Fire Coordinator's Office shall include L-shaped work station with chair, tall book shelving and file cabinets. Flat panel TV on wall capable of viewing the EOC and Cable access. Key FOB/Card access door control system and computer systems backed up by a UPS.
- 4.1.5.3.6 **EOC Storage Room** – Key FOB/Card access door control system. Tall deep shelving to store EOC equipment, supplies and portable AV devices.
- 4.1.5.3.7 **Meeting/Training Room** – Approximate 2000 square foot shared multi-purpose training room capable of being divided into two small classrooms by a moveable wall partition. Seating for eighty (80) table/chair layout. Key FOB/Card access door control system. Two (2) flat panel TVs on wall capable of viewing the EOC and Cable access, dry erase boards, two (2) ceiling mounted projector screens with projectors.
- 4.1.5.3.8 **EOC Restrooms** – two (2) ADA compliant public restrooms with showers. Located in close proximity to large EOC area.
- 4.1.6 Successful firm shall meet with Albany County Sheriff, Albany County Sheriff's Office Management staff and ACFE for a kick-off meeting to discuss project parameters, goals and budget considerations.
- 4.1.7 Successful firm shall perform site walk-through(s) to review existing facility conditions with ACFE personnel and visual assessment of all existing site conditions. Collect pertinent information necessary to perform project programming, calculations and design.
- 4.1.8 Successful firm shall evaluate all existing site and new building systems; civil/site design, architectural, mechanical, electrical, fire sprinkler, etc., for NYS Building Code compliance and develop Contractor Construction and Bid Drawings & Specifications.
- 4.1.9 **The County of Albany is requesting the successful firm provide complete design services associated with the Albany County Sheriff's E-911 Emergency Management Facility and existing site improvements. Planning, evaluation of existing conditions, reconfiguration, design and preparation of construction & bid documents for the proposed Emergency Management Facility; consulting services to include, but not limited to;**
 - 4.1.9.1 Investigation of existing site and surrounding existing building conditions. Documenting existing conditions. Sheriff and ACFE will make (limited) existing

building drawings available. Consultant shall review for accuracy and update as necessary to incorporate into this project.

- 4.1.9.2 Develop a site survey as required to establish County owned boundary lines and layout of proposed **Emergency Management Facility**.
- 4.1.9.3 Provide soil sampling and geotechnical engineering as required for parking surfaces, slab-on-grade, building foundations and structural design. See attached Geotechnical Engineering Report prepared by Terracon Consultants (specific to the Sheriff's recently constructed Pre-Engineered Storage Structure) reporting their findings of subsurface exploration, as a reference and understanding of existing soil conditions and proximity of bedrock.
- 4.1.9.4 Investigation of existing past school building sewage disposal system and accompanying NYS Department of Environmental Conservation SPDES Permit continuance. Existing sewage disposal system serves the entire building (past school and additions) and requires further investigation of current operation and capacities, and subsequent evaluation to determine if the new **Emergency Management Facility** will require a newly designed, separate sewage disposal system.
- 4.1.9.5 Provide private utilities/subsurface exploration of the proposed site (not covered by NYS DIGSAFE 811 public callouts/markings) as required for excavation associated with driveways, parking surfaces, concrete building foundations, concrete slabs, etc.
- 4.1.9.6 Civil/Site design of new parking lot configuration, drainage, utility relocation and/or new service, geotechnical stabilization, storm sewer system, signage, curbs, pavement & pavement striping. Design and specifications to comply with the terms and conditions of the County's stormwater management program (SWMP) and the terms and conditions of the NYS Pollutant Discharge Elimination System (SPDES) general permit (GP-0-10-002) for stormwater discharges from the Municipal Separate Storm Sewer Systems (MS4s).
- 4.1.9.7 Complete Structural design associated with all facets of the new **Emergency Management Facility**.
- 4.1.9.8 Complete Architectural design associated with the new **Emergency Management Facility**. Selection of all interior finishes, interior/exterior doors & frames, interior partitions, exterior concrete aprons & overhead cover/roof at egress doors, safety bollards, furnishings, etc. Analysis/evaluation of proposed floor plan layout including egress/exit doors, emergency lighting, sprinkler system, all in compliance with the Building Code of New York State and Energy Code of New York State.
- 4.1.9.9 Complete Mechanical design associated with all facets of the new **Emergency Management Facility**. Design of heating, ventilating and air conditioning systems (HVAC) for environmental control, plumbing and fire protection systems.
- 4.1.9.10 Complete Electrical design associated with all facets of the new **Emergency Management Facility**. Analysis/evaluation of existing power distribution; extension of existing power or new service to support new facility. Design/layout

of new LED lighting fixtures. Electrical design for emergency and exit lighting. Analysis/evaluation for new fire alarm and security system; extension of existing systems or new system and additional cameras to support new facility.

- 4.1.9.11 New perimeter security fencing and access gate(s) to secure facility. Upgrade and extend existing security cameras and gate access system. Separate public and employee parking.
- 4.1.9.12 Mill, re-grade and install new asphalt paving along existing parking areas and new parking areas in conjunction with the new **Emergency Management Facility**. Restriping of all existing and new parking spaces complying with all IBC/NYS Code accessible parking details. Provide design for separate public and employee parking.
- 4.1.9.13 Successful Firm shall investigate/evaluate existing Electrical systems, specifically, concerns noted within the Condition Assessment Report. Evaluate the existing electrical distribution to support new **Emergency Management Facility**.
- 4.1.9.14 Successful Firm shall provide design for new emergency generators; one propane operated and an additional redundant diesel operated generator running parallel with dual UPS Systems.

4.2 Design Development Phase: Upon receipt of approval to proceed with design of the new **Emergency Management Facility**, the successful Proposer shall

- 4.2.1 Prepare design drawings in AutoCAD 2020 format or newer version.
- 4.2.2 Provide detailed specifications for all construction materials.
- 4.2.3 Provide detailed performance type Specification suitable for solicitation of bids from qualified Contractors. Specification should include applicable standards of operation and dispatching. Incorporate the following:
 - 4.2.3.1 Specification of non-proprietary systems.
 - 4.2.3.2 **Project Specifications shall include schedule of Special Inspections as required by Building Code of New York State.**
 - 4.2.3.3 Owner selected design and finishes.
- 4.2.4 Outline construction schedule and implementation plan. Design for construction to allow use of Albany County Sheriff's Office Public Safety Building at all times.
- 4.2.5 Successful firm shall meet with Albany County Sheriff, Albany County Sheriff's Office Management and ACFE for a kick-off meeting to discuss project parameters, goals and budget considerations.
- 4.2.6 Successful firm shall submit 60% Design Submittal documents including preliminary drawings with proposed design, layout, elevations and written specifications. Submit 3 sets to Albany County Sheriff and ACFE for review and comment. **Assume 60% submittal to occur approximately 6 weeks from initial kick off meeting with County Personnel.**
- 4.2.7 Successful firm shall provide an initial probable cost of construction at the 60% design submittal phase.

- 4.2.8 Successful firm shall submit 90% Design Submittal documents including response to comments from 60% review. Submit 3 sets to Albany County Sheriff and ACFE for review and comment. **Assume submittal to occur 6 weeks upon receiving 60% review comments from County Personnel.**
- 4.2.9 Successful firm shall provide a revised probable cost of construction at the 90% design submittal phase.

4.3 Construction Document Phase: for the new Emergency Management Facility

- 4.3.1 Upon approval of the design documents, Proposer shall prepare competitive bid contract documents for multiple prime contracts in accordance with prevailing competitive bidding requirements ("wicks"); and in compliance with the County's Affirmative Action Plan as approved by Resolution No. 26, adopted June 10, 1996
- 4.3.2 Proposer to prepare a project manual, which includes all County bid forms, conditions of the contract and Owner-Contractor Agreements. Forms shall include:
 - a. Invitation to BID;
 - b. Instruction to Bidders;
 - c. Copy of Owner - Contractor Agreement;
 - d. General Conditions;
 - e. Supplemental General Conditions;
 - f. Technical specifications including performance criteria for all construction materials required on the project.
 - g. Continuing maintenance agreement specification.
- 4.3.3 Prepare a final cost estimate and construction schedule
- 4.3.4 Specify testing and inspection requirements of completed work.
- 4.3.5 Specify project close out documentation requirements.
- 4.3.6 Submit the project manual/contract documents and final cost estimate to the owner's representative for review and approval; and make any necessary modifications prior to bidding the project.
- 4.3.7 Successful firm shall prepare Bid Documents, including all required construction drawings and written Division 01 – 33 specifications. **Assembly of Project manual and general instructions to bidders and compilation of Project Specification Manual will be assisted by ACFE. Assume final submission to occur 4 weeks upon receiving 90% review comments from Albany County Sheriff and ACFE.**

4.4 Bidding and Contract Negotiation Phase: for the new Emergency Management Facility;
The Successful Proposer shall assist the County in all aspects of the bidding phase, including but not limited to:

- 4.4.1 Soliciting bidders and providing electronic PDF versions of plans and specifications to be used for bidding and preparation of contracts.
- 4.4.2 Conducting a pre-bid meeting and walk through to present project scope, field Contractor questions and preparation of any necessary addendums. Assist ACFE with contractor questions and prepare any necessary written replies for distribution by the Albany County Purchasing Department.

4.4.3 Assist with contractor interviews and with selection of lowest responsible bidders, to ensure clear understanding of project scope.

4.4.4 Assist with the evaluation of bids and make recommendations regarding award.

4.5 **Contract Administration Phase:** for the new **Emergency Management Facility;** Successful Proposer shall provide all contract administration services throughout completion of the project, as described below, and as required to complete the Project. These services shall include, without limitation the following:

4.5.1 Provide completed Architect's/Engineer's Letter as required by The Albany County Office of Code Enforcement in conjunction with each Prime Contractor's Building Permit package.

4.5.2 Successful firm shall review Contractor submittals for conformance to the provided contract specifications. Review contractor shop drawings and other submittals called for in the contract documents to determine if the contractor understands the contract documents.

4.5.3 Successful firm shall prepare bulletins and/or review change order proposals when requested.

4.5.4 Successful firm shall answer contractor questions during the project construction with follow-up written or verbal correspondence to Albany County Sheriff and ACFE when requested.

4.5.5 Review contractor submittals, including shop drawings and product data, for compliance with approved construction documents. Provide comments for action as necessary to ensure compliance.

4.5.6 Successful firm shall answer Contractor Request for Information (RFI) in written format. Copy Albany County Sheriff and ACFE on all correspondence.

4.5.7 Maintain project records.

4.5.8 Schedule and conduct pre-construction, construction and progress meetings, prepare meeting minutes and distribute to the County and all Contractors.

4.5.9 Review progress schedule and inform the County of any discrepancies or delays, assist with actions required to maintain the proper execution of work.

4.5.10 Review and approve change order proposals, make recommendation and forward to the County for execution.

4.5.11 When work is substantially complete, prepare final punch lists and provide tests as required to ensure compliance with approved construction documents. Provide comments for action as necessary to ensure compliance. Successful firm shall attend Final Punch list Walk-thru; assist Albany County Sheriff and ACFE to prepare an "items-to-be-completed" punchlist

4.5.12 Provide operation, maintenance and parts manuals.

4.5.13 Provide as-built drawings prepared by a Licensed Professional Engineer.

4.5.14 Provide Warranty/Guarantee certification.

- 4.5.15 Upon final completion of construction, successful firm shall provide certificate of completion to be filed with the Albany County Office of Code Enforcement.
- 4.5.16 Project cost and quality controls are key design factors that must be considered throughout the design and construction phases of the work. During the preliminary design phase the Architect/Engineer will work with the County representative to establish a construction budget that will become the basis for all future cost analyses. This cost estimate will be updated and further refined during all design phases of the work. All materials and building systems will require value engineering to assure that the County is getting the best quality product/system that is within their budget.
- 4.5.17 Before construction starts, the Architect/Engineer will be required to meet with the contractor(s) to review their proposed schedule of values for each trade, the construction schedule and specific methods of construction. Any potential problems will be worked out with the contractor(s) at this time.
- 4.5.18 During construction, the Architect/Engineer will conduct a bi-weekly job meeting with the County representative and the contractor(s). At all meetings, the project cost, quality, schedule, and any other potential problems will be evaluated and resolved.
- 4.6 Alternate - Construction Management Phase: Alternate scope of services to base proposal.**
- 4.6.1 The Construction Manager shall serve as the County's representative for the Construction Management of this project. The scheduling and planning of work shall be coordinated with the Albany County Sheriff's Office and ACFE.
- 4.6.2 Anticipate the project will consist of a minimum of (5) Prime Contracts. The Construction Manager will be responsible for the oversight and coordination of, and between all Prime Contractors, Albany County Sheriff's Office and ACFE; General Contractor (GC), Plumbing Contractor (PC), Mechanical Contractor (MC), Electrical Contractor (EC) and Fire Sprinkler Contractor (FSC).
- 4.6.3 Construction Manager shall coordinate all scheduling of construction work with the Albany County Sheriff, and ACFE. Construction Manager should be aware of coordination with all other capital projects ongoing within the Albany County Sheriff's Office Public Safety Campus.
- 4.6.4 Construction Manager shall assist, coordinate, and direct prime contractors to develop construction procedures for phased construction as required to maintain all existing facility operations. Construction Manager and Contractors shall develop and manage a schedule for removal and installation of new and existing E-911 equipment and must ensure uninterrupted operation of the E-911 Communications System.
- 4.6.5 The Construction Manager shall provide sufficient organization, personnel and management to carry out the requirements of this Request for Proposal in an expeditious and economical manner consistent with the interests of the Owner.
- 4.6.6 All coordination required with prime contractors and National Grid Electric Services.
- 4.6.7 Coordination and scheduling of any existing private utilities, and subsurface exploration of the construction site.

- 4.6.8 Construction Manager is responsible to ensure all building systems are installed and constructed in compliance with the Architects design documents and also ensure compliance with the NYS Building Code and all public entities having jurisdiction. Deviations shall be immediately brought to the attention of the Albany County Sheriff with written documentation.
- 4.6.9 The Construction Manager shall provide a preliminary evaluation of the Owner's program, time schedule and construction budget requirements including but not limited to Construction and additional Owners Costs (i.e. insurance, furniture, fixtures and equipment, etc) each in terms of the other.
- 4.6.10 The Construction Manager shall prepare and periodically update a Project Schedule along with Project Budget. Final Proposed Project Schedule will be prepared by the Construction Manager.
- 4.6.11 The Construction Manager shall, in conjunction with Albany County Purchasing Department, prepare the RFB Documents for Special Testing and Inspections per NYS Building Code and design specifications.
- 4.6.12 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect/Engineer and Contractors.
- 4.6.13 Utilizing the Construction Schedules provided by the Construction Manager, and Contractors, the Construction Manager shall update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates that the previously approved Project construction schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect/Engineer.
- 4.6.14 Consistent with the various bidding documents, and utilizing information from the Contractors, the Construction Manager shall coordinate the sequence of construction and assignment of space in areas where the Contractors are performing Work.
- 4.6.15 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.
- 4.6.16 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.
- 4.6.17 Based on the Construction Manager's observations and evaluations of each Contractor's Application for Payment, the Construction Manager shall review and certify the amounts due the respective Contractors.

- 4.6.18 The Construction Manager shall review Project Applications for Payment based on the Contractors' Certificates for Payment and respective work performed to date. Construction Manager shall also review all Prime Contractor's certified payroll to ensure payrolls meet all prevailing wage rates.
- 4.6.19 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's determinations and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.
- 4.6.20 The Construction Manager shall review the safety programs developed by each of the Contractors for purposes of coordinating the safety programs with those of the other Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.
- 4.6.21 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents, endeavoring to guard the Owner against defects and deficiencies in the Work. As appropriate, the Construction Manager shall have authority, upon written authorization from the Owner, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Construction Manager, in consultation with the Architect/Engineer, may reject Work which does not conform to the requirements of the Contract Documents.
- 4.6.22 The Construction Manager will submit a monthly projection of total costs of the project and update the costs on a monthly basis until project is paid and complete.
- 4.6.23 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect/Engineer and Owner, and if they are accepted, prepare Change Orders and Construction Change Directives which incorporate the Architect/Engineer's modifications to the Documents. Construction Manager shall maintain an updated log of all change orders and construction directives readily available at the owner's request.
- 4.6.24 The Construction Manager shall record the progress of the Project. The Construction Manager shall submit written progress reports to the Owner and Architect/Engineer including information on each Contractor and each Contractor's work, as well as the entire Project, showing percentages of completion. The Construction Manager shall

keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, work accomplished, problems encountered, and other similar relevant data as the Owner may require.

- 4.6.25 The Construction Manager shall maintain at the Project site for the Owner one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect/Engineer and upon completion of the Project shall deliver them to the Owner.
- 4.6.26 With the Architect/Engineer and the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment.
- 4.6.27 When the Construction Manager considers each Contractor's work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with the Architect/Engineer, prepare for the Contractors a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall conduct inspections to determine whether the Work or designated portion thereof is substantially complete, prior to the Architect/Engineer conducting their final review.
- 4.6.28 The Construction Manager shall coordinate the correction and completion of the work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the work of the Contractors and make recommendations to the Architect/Engineer when work is ready for final inspection. The Construction Manager shall assist the Architect/Engineer in conducting final inspections.
- 4.6.29 The Construction Manager shall secure and transmit to the Architect/Engineer warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Owner a final Project Application for Payment upon compliance with the requirements of the Contract Documents.
- 4.6.30 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Construction Manager. Consent shall not be unreasonably withheld.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract executed pursuant to this RFP shall be from the date of award until project completion.

- 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. All reimbursable expenses must be included in the total cost submitted. Cost Proposal Form included herein
- 6.2 Provide any other relevant information that will assist the County in evaluating your proposal.
- 6.3 Detail the fee structure for the Proposal. **Prepare separate fees for the new Emergency Management Facility;** Cost Proposal Form outline below, including an Alternate Fee for Construction Management Services;
- a. Design Development Phase
 - b. Construction Document Phase
 - c. Bidding and Contract Negotiation phase
 - d. Contract Administration Phase
 - e. **Alternate - Construction Management Phase**
- 6.4 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 Sheriff's Office and Albany County Department of General Services. Proposals shall be evaluated based upon the following:

CRITERIA	WEIGHT
Proposer's comprehension of the required (work) Scope of Services	25%
Prior experience in similar building construction projects	25%
Professional Qualifications	10%
Total proposed price which must include <u>all</u> expenses	30%
Client References	10%

8.3 Proposals will be examined and evaluated by the Albany County Sheriff's Office and 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 hold 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@albanycounty.com

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) **Professional Liability:** A policy or policies with limits not less than \$5,000,000.00.

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 receives 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: SECTION 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").**

