

County of Albany

112 State Street
Albany, NY 12207



Meeting Agenda

Tuesday, November 24, 2020

5:00 PM

Held Remotely

Public Works Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AUTHORIZING AN AGREEMENT WITH APALACHEE, LLC REGARDING THE PURCHASE OF ROAD SALT FOR THE CONTROL OF SNOW AND ICE ON STATE AND COUNTY ROADS
3. AUTHORIZING AN AGREEMENT WITH POLYDYNE, INC. TO SUPPLY THE WATER PURIFICATION DISTRICT WITH LIQUID POLYMER
4. AUTHORIZING AN AGREEMENT WITH COUNTY WASTE & RECYCLING SERVICES, INC. REGARDING RUBBISH REMOVAL AT VARIOUS COUNTY FACILITIES
5. AUTHORIZING AN AGREEMENT WITH NEW YORK STATE INDUSTRIES FOR THE DISABLED REGARDING CUSTODIAL SERVICES AT THE FAMILY COURT BUILDING
6. AUTHORIZING AN AGREEMENT WITH NEW YORK STATE INDUSTRIES FOR THE DISABLED REGARDING CUSTODIAL SERVICES AT THE JUDICIAL CENTER BUILDING
7. AUTHORIZING AN AGREEMENT WITH C.T. MALE ASSOCIATES REGARDING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR VARIOUS ALBANY COUNTY PROJECTS
8. AUTHORIZING A UTILITY EASEMENT TO NIAGARA MOHAWK POWER CORPORATION REGARDING THE INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS AT 304 MADISON AVE. IN THE CITY OF ALBANY

County of Albany

*112 State Street
Albany, NY 12207*



Meeting Minutes

Tuesday, September 29, 2020

5:00 PM

Held Remotely

Public Works Committee

PREVIOUS BUSINESS:

Present: Chairperson Nathan L. Bruschi, Vice Chair Joseph E. O'Brien, Christopher H. Smith, Samuel I. Fein, William Reinhardt, Mickey Cleary, Matthew T. Peter, Paul J. Burgdorf and Jeff S. Perlee

1. APPROVING PREVIOUS MEETING MINUTES

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

CURRENT BUSINESS:**2. AMENDING THE 2020 DEPARTMENT OF PUBLIC WORKS BUDGET: BRIDGE INSPECTION FEES, REPAIRS TO THE ALBANY COUNTY RAIL TRAIL AND THE COUNTY ROUTE 9 SLOPE REPAIR PROJECT**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

3. AUTHORIZING AN AGREEMENT WITH THE TOWN OF KNOX FOR THE PURPOSE OF TRANSFERRING AN INTERNATIONAL DUMP TRUCK ENGINE

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

4. AMENDING RESOLUTION NO. 196 FOR 2020 REGARDING ENERGY CONSERVATION AND MANAGEMENT SERVICES FOR THE WATER PURIFICATION DISTRICT AND AMENDING THE 2020 WATER PURIFICATION DISTRICT BUDGET

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

October 30, 2020

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

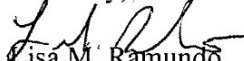
Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to purchase road salt from Apalachee, LLC, the selected vendor for Albany County on NYS OGS State Contract PC68890 Award 23175, for the snow and ice removal on County and State Highways.

We estimate that we will purchase approximately 23,500 tons of road salt during 2020-2021 Snow and Ice Season at \$56.54 per ton. These funds come from the 2020 and 2021 appropriations not to exceed \$1,350,000.00.

Please feel free to contact my office if additional information is needed.

Sincerely,


Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-2066, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization to Purchase Road Salt from the NYS Contract

Date: October 30, 2020
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attending Meeting: Lisa M. Ramundo

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☒ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Apalachee, LLC
1423 Highland Ave.
Rochester, NY 14620

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$1,350,000.00

Scope of Services: Purchase of Road Salt from NYS OGS Contract

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

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

Appropriation Account and Line: Chemicals-Salt D95142.44107
Appropriation Amount: \$1,350,000.00

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) 9/1/2020-8/31/2021
Length of Contract: 12 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Reso 530 for 2019
Date of Adoption: 12/5/2019

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to purchase road salt from Apalachee, LLC, the selected vendor for Albany County on NYS OGS State Contract PC68890 Award 23175, for the snow and ice removal on County and State Highways.

We estimate that we will purchase approximately 23,500 tons of road salt during 2020-2021 Snow and Ice Season at \$56.54 per ton. These funds come from the 2020 and 2021 appropriations not to exceed \$1,350,000.00.



Office of General Services Procurement Services

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

Contract Award Notification Update

Subject: Contract Renewal Until August 31, 2021 – Award 23175

DATE: August 31, 2020 **AWARD #:** 23175 **GROUP #:** 01800

AWARD DESCRIPTION: Road Salt, Treated Salt & Emergency Standby Road Salt (Statewide)

CONTRACT PERIOD: September 1, 2019 – August 31, 2021

CONTACT: Brandy Alden | 518-408-1140 | OGS.sm.SST_roadsalt@ogs.ny.gov

CONTRACT NO.:	PC68889	CONTRACTOR:	American Rock Salt Co LLC
	PC68890		Apalachee LLC
	PC68891		Atlantic Salt Inc
	PC68892		Cargill Inc d/b/a Cargill Inc – Salt, Road Safety

Please be advised that the Contracts for the above listed Contractors under Award 23175 have been renewed through **August 31, 2021**.

Contracts have been renewed with 0% change in price for all counties for Lots I, II, & III under this award, **with the exception of the following counties listed below.**

These counties have been renewed with a 3% increase in price for Road Salt and/or Treated Salt Type 1 as indicated:

- Albany (Road Salt & Treated Type 1)
- Rensselaer (Road Salt & Treated Type 1)
- Schenectady (Road Salt only)

Revised Price Pages reflecting the current pricing can be found at the Pricing link on the Contract Award Notification landing page (<https://online.ogs.ny.gov/purchase/spg/awards/0180023175CAN.HTM>).

Authorized users should refer to the most recent Contract Award Notification (Revised August 31, 2020) before purchasing from the contract.

All other terms and conditions remain the same.

**NYS Office of General Services
Road Salt, Treated Salt, & Emergency Standby Road Salt (Statewide)**

Road Salt Pricing

Contract Term: September 18, 2020 - August 31, 2021

AWARD	CONTRACT #	COUNTY	CONTRACTOR	PRICE PER TON	TYPE OF SALT
23175	PC68890	ALBANY	Apalachee, LLC	\$56.54	Rock
23175	PC68889	ALLEGANY	American Rock Salt Co., LLC	\$55.71	Rock
23212	PC69184	BRONX	Atlantic Salt, Inc.	\$73.00	Rock & Solar
23134	PC68230	BROOME	Cargill, Inc.	\$59.94	Rock
23175	PC68889	CATTARAUGUS	American Rock Salt Co., LLC	\$62.77	Rock
23134	PC68230	CAYUGA	Cargill, Inc.	\$54.47	Rock
23175	PC68889	CHAUTAUQUA	American Rock Salt Co., LLC	\$71.55	Rock
23134	PC68230	CHEMUNG	Cargill, Inc.	\$57.00	Rock
23134	PC68230	CHENANGO	Cargill, Inc.	\$63.13	Rock
23175	PC68890	CLINTON	Apalachee, LLC	\$84.75	Rock
23212	PC69185	COLUMBIA	Cargill, Inc.	\$49.46	Rock
23134	PC68230	CORTLAND	Cargill, Inc.	\$52.90	Rock
23134	PC68230	DELAWARE	Cargill, Inc.	\$72.28	Rock
23212	PC69183	DUTCHESS	Apalachee, LLC	\$57.94	Rock
23175	PC68889	ERIE	American Rock Salt Co., LLC	\$58.33	Rock
23134	PC68228	ESSEX	Apalachee, LLC	\$80.00	Rock
23175	PC68890	FRANKLIN	Apalachee, LLC	\$85.75	Rock
23134	PC68229	FULTON	Atlantic Salt, Inc.	\$62.98	Rock



Office of General Services Procurement Services

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

Contract Award Notification

Title	: Group 01800 – ROAD SALT, TREATED SALT & EMERGENCY STANDBY ROAD SALT (STATEWIDE)
	Classification Code(s): 12
Award Number	: <u>23134</u> (Partially Replaces Award 22955 & 23179) (Runs Concurrent with Awards 23175 & 23212)
Contract Period	: September 1, 2018 – August 31, 2021
Bid Opening Date	: August 3, 2018
Date of Issue	: October 18, 2018 (Revised August 31, 2020)
Specification Reference	: As Incorporated In the Phased Solicitation
Contractor Information	: Appears on Page 5 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Brandy Alden Title : Contract Management Specialist 2 Phone : 518-408-1140 E-mail : Brandy.Alden@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

Road Salt is used for snow and ice control. Treated Salt is granular sodium chloride (Rock Salt) treated with corrosion inhibited liquid magnesium chloride – Types 1 and 2. These are filed requirement contracts which require the Contract User to purchase 70% of their filed requirement or 50% of their filed requirement if an awarded county is for Solar Salt. Automatic price increases become effective once deliveries exceed 120% of the Contract User's filed requirement.

PR # 23134

(continued)

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(STATEWIDE)**

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SECTION 1: INTRODUCTION

1.1 Contractor Information

NOTE: See individual contract items to determine actual awardees.

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68227	American Rock Salt Co., LLC PO Box 190 Mt. Morris, NY 14510	16-1516458 1000008297
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #:	888-762-7258	Phone #: 585-519-5247
Contact:	Customer Services	Contact: Jamie A. McClain
E-mail:	customerservice@americanrocksalt.com	E-mail: jamie.mcclain@americanrocksalt.com
Website:	www.americanrocksalt.com	
Hours:	8:00AM - 4:30PM Monday-Friday	

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68228 SB	Apalachee, LLC 1423 Highland Ave. Rochester, NY 14620	47-2089879 1100213604
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Toll-Free#	800-724-5037	Toll-Free# 800-724-5037
Phone #:	585-442-4131 / cell 978-697-5278	Phone #: 585-442-4131 / cell 585-410-2666
Contact:	Peter Kowal	Contact: Jerome Kowal
E-mail:	sales@apalacheesalt.com	E-mail: sales@apalacheesalt.com
Website:	www.apalacheesalt.com	
Hours:	8:00AM – 6:00PM Monday-Friday 9:00AM – 3:00PM Sat/Sun	

**GROUP 01800 - ROAD SALT, TREATED SALT, & EMERGENCY STANDBY ROAD SALT
(STATEWIDE)**

PAGE 5

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68229	Atlantic Salt, Inc.	13-2914699
SB	134 Middle St., Ste. 210 Lowell, MA 01852	1000026327
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Phone #:	718-816-7200	Phone #: 978-453-4911
Contact:	Diana Banjany	Contact: Jason Archambault
E-mail:	saltlady@atlanticsalt.com	E-mail: jarchambault@easternsalt.com
Hours:	7:00AM – 4:00PM Monday-Friday	

<u>Contract</u>	<u>Contractor & Address</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68230	Cargill, Inc. DBA Cargill, Inc. – Salt, Road Safety 24950 Country Club Blvd., Ste. 450 North Olmsted, OH 44070	41-0177680 1000048669
<u>Contact for New York State Contract Orders</u> (during normal business hours):		<u>Emergency Contact</u> (after normal business hours; weekend/holidays):
Toll-Free#	800-600-7258	Toll-Free# 800-600-7258
Contact:	Customer Service	Contact: Customer Service
E-mail:	Salt_CustomerCareRoadSafety@Cargill.com	E-mail: Salt_CustomerCareRoadSafety@Cargill.com
Website:	www.cargill.com	
Hours:	7:00AM – 5:00PM Monday-Friday	

Cash Discount, If Shown, should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

(See Invoicing and Payments in this document.)

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

1.2 Overview & Scope

This Award is issued by the New York State ("NYS") Office of General Services ("OGS"), Procurement Services for Road Salt, Treated Salt, and Emergency Standby Road Salt as specified herein for all Authorized Users eligible to purchase through this Contract. This Contract Award Notification outlines the terms and conditions, and all applicable information related to Contractor and Authorized User participation. All parties involved are strongly urged to become familiar with their rights and responsibilities, as outlined in this document.

The contract(s) provide Road Salt (Rock) in bulk, Treated Salt (Types 1 & 2) in bulk, and Emergency Standby Road Salt (Rock & Solar) in bulk (see Lots I – IV below), to various locations throughout the State. State and eligible non-state agencies may participate.

Lot I	<i>Road Salt (Rock)</i>
Lot II	<i>Treated Salt – Type 1</i>
Lot III	<i>Treated Salt – Type 2</i>
Lot IV	<i>Emergency Standby Road Salt (Rock & Solar)</i>

1.3 Small, Minority and Women-Owned Businesses

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

1.4 Recycled, Remanufactured and Energy Efficient Products

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

1.5 Note to Authorized Users

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

1.6 Estimated Quantities

The quantities listed for Road Salt and Treated Salt are based on the requirements filed for each using entity. Emergency Standby Road Salt has no filed requirements and there is no guarantee of usage against resultant contract. See Section 3.8 - *Minimum/Maximum Obligations* for percentage obligations for Authorized Users and Contractors. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The anticipated dollar value of the award for this Contract, based on historical purchases under previous awards, is approximately \$98,000,000 annually. The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. See Appendix B, *Estimated/Specific Quantity Contracts* and *Participation in Centralized Contracts*.

SECTION 2: CONTRACT ADMINISTRATION

The Contractor shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Contractor shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekend/holidays.

Contractor shall provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Contractor must notify OGS within five Business Days if it's Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

SECTION 3: TERMS & CONDITIONS

3.1 Appendix A

Appendix A, *Standard Clauses for New York State Contracts*, dated January 2014, attached hereto to Phased Solicitation 23134, is hereby expressly made a part of this Contract Award Notification as fully as if set forth at length herein.

3.2 Appendix B

Appendix B, *Office of General Services General Specifications*, dated April 2016, attached hereto to Phased Solicitation 23134, is hereby expressly made a part of this Contract Award Notification as fully as if set forth at length herein and shall govern any situations not covered by this document or Appendix A.

3.3 Specifications

For general and detailed specification of Road Salt (Rock & Solar) and Treated Salt (Type 1 & Type 2), and Lot structure, see Attachment 9 – *Road & Treated Salt Specifications* on the landing page for this Award.

3.4 Contract Term and Extensions

- A. Base Term. The Contract shall be in effect from September 1, 2018 to August 31, 2020. The Contract term shall commence after all necessary approvals and shall become effective upon mailing or electronic communication of the final executed documents to the Contractor (see Appendix B, *Contract Creation/Execution*).
- B. Extensions: If mutually agreed between OGS and the Contractor, the Contract may be extended under the same terms and conditions for up to three (3) additional one (1) year extensions. The Contract extension may be exercised on a month to month basis such as an additional three-month, six-month, twelve-month, or twenty-four-month period.

The Contract term provided for in this section shall extend 6 months beyond its termination date only for Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. During the 6-month period the definition of Authorized User shall be deemed to refer only to Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. This extension is in addition to any other extensions available under the Contract. The extension provided for in this paragraph shall be upon the then-existing terms and conditions; provided, however, during such extension an Authorized User, as defined in this paragraph, may agree to amend such terms and conditions solely to comply with changes in statutory requirements (e.g. changes in minimum, prevailing or living wages, or regulated services).

3.5 Short Term Extension

This section shall apply in addition to any rights set forth in Appendix B, *Contract Term – Extension*. In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to 30 calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to 90 calendar days in lieu of 30 calendar days. However, this extension automatically terminates should a replacement Contract be issued in the interim.

3.6 Price

Price shall include all customs and duties and be net per ton, FOB destination designated on purchase order, including unloading of the bulk salt. Contract prices shall be firm except for price revisions permitted in accordance with the following clauses:

- Price Escalation Based on Exceeding 120% & 130% of Filed Requirement
- Price Escalation Based on Exceeding 150% of Filed Requirements
- Fuel Price Adjustment
- Price Adjustment for Renewals

Furthermore, the stated prices may be adjusted periodically based on various provisions.

3.6.1 Price Escalation Based on Exceeding 120% & 130% of Filed Requirement

A price escalation will be permitted when delivery quantities exceed 120% of filed requirement per delivery location. Authorized Users with multiple delivery sites (e.g. NYS DOT, NYS Thruway and County Highways) shall have their minimum/maximum delivery quantities determined based on the sum of all their sites serviced by a supplier.

An automatic unit price increase of 10% will be allowed once quantities delivered are over 120% of a user's filed requirement. Once deliveries exceed 130% of a user's filed requirement the automatic price increase will change to 15%. Contractors will continue to deliver to all Authorized Users including up to 150%. Failure to deliver may result in a "Buy Against" or a delivery deduction to the Contractor.

Once the Contractor has requested and received a price increase, agencies are allowed to solicit prices from other Contractors who are a part of the award. If a lower price is secured, the Contractor for the specific location must be given an opportunity to match or better the offered price. If the Contractor will not or cannot match or better the offered price, agencies may obtain their needs from the lower priced State contract holder.

3.6.2 Price Escalation Based on Exceeding 150% of Filed Requirement

Contract purchases over 150% of filed requirements can be made upon mutual agreement of the authorized user and the Contractor with a price escalation not to exceed 35% of the contract price. Purchases over 150% of the filed requirements at pricing exceeding the 35% escalation will be considered non-contract purchases. No buy-against nor liquidated damages will be imposed for failure to comply with the delivery terms and conditions of this contract for quantities over 150% of the filed requirements.

3.6.3 Fuel Price Adjustment

A fuel price adjustment may be made to contract pricing in accordance with the following procedure:

- Fuel Price adjustments will be made for deliveries of road salt during the contract period. Deliveries made after August 31 to meet minimum filed requirement obligations will use the fuel price adjustment in effect for August 31.
- On a monthly basis an amount may be added or deducted from contract pricing based on prices posted in the "EIA Retail On-Highway Diesel Prices". The New England PADD 1A shall be the designated posting for the adjustments. (If this source becomes unavailable, unworkable, unsuitable, or not reflective of the market conditions, then another source may be selected by the Commissioner of General Services in his/her sole discretion.)

- The 2020/21 base rate for calculating adjustments will be established as posted in the EIA Retail On-Highway Diesel Prices for New England PADD1A for the week beginning August 1, 2020. The monthly average will be arrived at by using the Monday prices for a given month as displayed in the EIA Retail On-Highway Diesel Prices and determining an average for that month. The previous month's prices shall be used to determine the monthly average (i.e. – August's prices will be used to determine September's adjustment). All prices will be rounded to two decimal places.

- The fuel price adjustment shall be applied for the date of delivery.

Ex.: If a purchase order for salt is received on January 30, and the salt is delivered on February 2, the fuel price adjustment used will be that for the month of February.

EXAMPLE FUEL PRICE ADJUSTMENT INCREASE:

Published rate on date of bid opening	\$4.07
Monthly Average Price	\$4.17

Monthly Average Price – Published rate on date of bid opening = Fuel Price Adjustment

\$4.17 - \$4.07 = \$0.10 = Additional amount allowed to be added to price per ton.

EXAMPLE FUEL PRICE ADJUSTMENT DECREASE:

Published rate on date of bid opening	\$4.07
Monthly Average Price	\$3.97

Monthly Average Price – Published rate on date of bid opening = Fuel Price Adjustment

\$3.97 - \$4.07 = - \$0.10 = Amount allowed to be deducted from price per ton.

3.6.4 Fuel Price Adjustment for quantities exceeding 120% & 130%

The calculation for the fuel price adjustment for quantities ordered over the 120% and 130% thresholds with 10% or greater surcharges shall be as follows:

(Base price per ton * surcharge) + (fuel price adjustment) = adjusted price per ton

EXAMPLE OF FUEL PRICE ADJUSTMENT INCREASE FOR ORDER OVER 120% OF FILED REQUIREMENT:

Base price per ton in contract	\$60 (example only)
Published fuel rate on date of bid opening	\$4.07
Monthly Average Price of fuel	\$4.17
Fuel price adjustment (\$4.17 - \$4.07 = \$0.10)	\$0.10
Surcharge of 10%	1.1

$(\$60 * 1.1) + (\$0.10) = \$66.10$ per ton

3.6.5 Additional Notes on Fuel Price Adjustment

Should postings become unavailable, not reflective of market conditions, or differ from current description and/or format, a posting determined by the Commissioner of General Services in his/her sole discretion to be most reflective of market conditions will be used. Corrections to posted prices will be considered only when caused by a typographical or clerical error on the part of said posting.

The following shall apply to all additional price amounts under any contract awarded:

- Price adjustments are limited to changes in pre-selected posting as noted above. Increases in contract costs or prices to compensate for other increases in the cost of doing business, regardless of the cause or nature of such costs of the Contractor, will not be allowed during the contract period, except as indicated under the fuel price adjustment and price escalation clause herein.
- Should the price structure utilized by the parties become unworkable for the State, detrimental or injurious to the State, or result in prices which are not truly reflective of current market conditions

and the price is deemed unreasonable or excessive by the Commissioner of General Services, and no adjustment in price is mutually agreeable, the Commissioner of General Services reserves the sole right upon 10 days written notice mailed to the Contractor to terminate any contract resulting from this bid opening. If the Contractor is unable or unwilling to meet contractual requirements in whole or in part, it shall immediately notify the State of that fact in order that the State may take appropriate action. Such notification shall be in writing and shall be directed to the OGS Procurement Services. Such notification shall not relieve the Contractor of its responsibilities under the contract.

In the event of an extension, the base rate for calculating adjustments will be the rate shown in the referenced EIA on the date of the next bid year's bid opening and for subsequent years additional extensions would follow this format. If there is no bid opening date for the next year, the base rate for calculating adjustments will be the rate shown in the referenced EIA one year after the last bid opening date. If the date is not a business date when the posting occurs, the next business day will be the date used for the adjustment.

3.6.6 Price Adjustment for Renewals

Price Adjustments for extensions or renewals shall be negotiated and mutually agreed upon by OGS and each Contractor. OGS's review may include appropriate indices as determined by OGS, market conditions reflecting supply and demand, and other economic factors deemed appropriate by OGS. Each Contractor's review will be independent.

3.6.7 Price Reductions

Contractors shall be permitted to reduce their pricing any time during the contract term.

3.7 Best Pricing Offer

During the Contract term, if the Commissioner becomes aware that the Contractor is selling substantially the same or a smaller quantity of a Product outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, after consultation with the Contractor, may be reduced to a lower price on a prospective basis at the discretion of the Commissioner. The Commissioner reserves the right to request information to verify pricing for the purposes of this clause.

3.8 Minimum/Maximum Obligations

Authorized Users are obligated to take 70% minimum (50% minimum for solar salt) of their filed requirements during the contract period and Contractors are obligated to deliver up to 150% of the filed requirement for Road Salt and Treated Salt. However, Authorized Users with multiple delivery sites (e.g., NYSDOT, County Highways and NYS Thruway) shall have their minimum/maximum delivery quantities determined based on the sum of all their sites serviced by a Contractor per lot.

When the Authorized User is not able to take the minimum required amount, the salt Contractor will store salt for the Authorized User until December 31 of that calendar year (i.e., user did not take minimum by 8/31/20 – Contractor will store through 12/31/20) at a per ton rate. If storage is necessary for an Authorized User beyond 12/31/20, the salt Contractor may offer storage at a per ton per month rate. Delivery of stored salt between 9/1/20 and 5/31/21 shall meet the delivery requirements in Section 3.9 - *Delivery Terms*.

CONTRACTOR STORAGE CHARGES:

Contractor Name	Price/Ton to Store from 9/1/2021 to 12/31/2021	Price/Ton/Month to Store after 12/31/2021
American Rock Salt Co LLC	\$3.60/ton	\$11.00/ton
Apalachee, LLC	\$3.60/ton	\$3.00/ton
Atlantic Salt, Inc.	\$3.50/ton	\$3.50/ton
Cargill, Inc. d/b/a Cargill, Inc – Salt, Road Safety	\$3.60/ton	\$15.00/ton

3.9 Delivery Terms

Road salt and treated salt shall be shipped bulk delivery as outlined below.

3.9.1 Delivery Schedule

The *Delivery Schedule* for this Award is included as Attachment 12. It is provided as a guide to indicate proposed delivery points and estimated annual requirements. Contractors shall be obligated to add to the delivery schedule any State agency that submits filed requirement(s) on or before December 31. Any State agency that submits filed requirement(s) after December 31 shall be eligible to be added to the delivery schedule and receive deliveries at the Contractor's option only.

Any political subdivision or other non-state entity which has not filed a requirement with OGS Procurement Services as of the date of the bid opening shall be eligible to be added to the delivery schedule and receive deliveries at the Contractor's option only, and upon placement of valid purchase order to the Contractor's address as indicated in the award.

Contractors will be advised regarding political subdivisions or other non-State entities which have filed on a timely basis but do not appear on the delivery schedule.

3.9.2 Compliance with Delivery Schedule & Purchase Orders

Delivery shall be made in accordance with instructions on the Purchase Order from each agency and delivery instructions/conditions as shown in the referenced Delivery Schedule. Contractors should carefully review the delivery schedule and make note of these requirements. If there is a discrepancy between the purchase order and what is listed in the contract and/or within the delivery schedule, it is the Contractor's obligation to seek clarification from the ordering agency and, if applicable, from OGS Procurement Services.

3.9.3 Ordering timeliness

Orders must be placed before 2 p.m. Any orders placed after 2 p.m. shall be deemed as being placed the next business day.

3.9.4 Holidays/Weekends

If the scheduled delivery is to occur on a holiday or weekend, the next weekday will be the delivery date, unless the Contractor and the ordering agency mutually agree differently.

3.9.5 Prevention of Contamination

Delivery trucks shall be inspected (and cleaned if necessary) prior to loading to prevent contamination of salt loads by residual materials found in the truck bodies. Any loads found to be contaminated may be subject to rejection with all related cleanup and/or replacement costs to be borne by the supplier.

All shipments of salt shall be totally covered with a waterproof, non-porous tarpaulin or similar sheeting material. Torn, ripped or mesh coverings may be cause for rejection of shipment. Also, evidence of free-flowing water/brine in particular shipments may be cause for rejection.

Upon inspection of delivered salt, the material shall be uniform in appearance, free flowing and free from visual evidence of foreign matter including but not limited to dirt, stone, chips, trash or any other material that could reasonably be expected to interfere with the use, handling or storage of the salt. Salt shall be received in a free-flowing and usable condition.

3.9.6 Acceptance

The salt may be rejected if it fails to conform to any of the requirements of this Award or the specifications in Attachment 9 – *Road & Treated Salt Specifications*.

3.9.7 Weight Tickets

All shipments of bulk salt shall be accompanied by a weight ticket of a licensed weigh master indicating the producer, net weight of the delivery, and in the case of bulk delivery, the stockpile source. The certification must bear the weigh master's signature; weights shall be recorded from a scale equipped with a weight printing device. Handwritten weights are not acceptable.

3.9.8 Delivery Timetable

Completed delivery, at the latest, is required as follows (see Section 3.9.8.1 – *Delivery Time Table Example* for more information):

<u>Orders Placed on</u>	<u>600 Tons or Less</u>	<u>601 - 800 Tons</u>	<u>801 -1000 Tons</u>	<u>Over 1000 Tons</u>
Monday	Thursday	Friday	Monday	200 Tons/Day/Location
Tuesday	Friday	Monday	Tuesday	200 Tons/Day/Location
Wednesday	Monday	Tuesday	Wednesday	200 Tons/Day/Location
Thursday	Tuesday	Wednesday	Thursday	200 Tons/Day/Location
Friday	Wednesday	Thursday	Friday	200 Tons/Day/Location

Contractor is required to deliver orders of 600 tons or less within three (3) Business Days. Contractor will be required to deliver a minimum of 200 tons per day after the initial 600-ton delivery. Authorized Users are advised not to place orders that exceed their maximum storage capacity. Multiple orders placed for the same delivery site that overlap will be viewed as a single order, still subject to the overall 200 tons per day minimum delivery.

3.9.8.1 Delivery Time Table Example

An order of 1,400 tons placed on Monday shall be delivered as follows (or sooner):

<u>Order Placed on</u>	<u>Thursday Delivery</u>	<u>Friday Delivery</u>	<u>Monday Delivery</u>	<u>Tuesday Delivery</u>	<u>Wednesday Delivery</u>
Monday	600 tons	200 tons	200 tons	200 tons	200 tons

Note: Authorized users are advised that their supply should be replenished on an ongoing basis, as it is depleted. It is not advised to run down the supply of product until it is dangerously low. This can cause undue stress to the delivery network during high levels of demand, which can be compounded by inclement weather conditions that adversely impact transit times for deliveries.

3.9.9 Delivery Rate Guarantees/Exceptions

The guaranteed delivery in number of Business Day(s) required to make delivery after receipt of a Purchase Order shall be applicable in accordance with Section 3.9.8 - *Delivery Timetable*, and the Contractor is obligated to honor same from September 1 through May 31 of each year. However, from June 1 through August 31 of each year, delivery shall be at the discretion of the Contractor.

Contractor shall notify the Authorized User and OGS Procurement Services promptly regarding anticipated performance issues such as low supply, late delivery, lack of Product, and insufficient hauling capability. Failure by the Contractor to do so may result in liquidated damages and/or a buy against in accordance with Section 3.9.10 - *Liquidated Damages* and Section 3.9.11 - *Buy Against*.

Although Contractors are expected to make every effort to meet these delivery timeframes, some exceptions may be made for extreme road and/or weather conditions (e.g. roadways that are closed, obstructed, or impassable due to winter weather conditions). Allowances for exceptions must be approved by the Office of General Services, Procurement Services, whose decision shall be final. Delivery will be allowed during the weekend and on State holidays only if the Contractor and the ordering Authorized User mutually agree. No additional remuneration will be made for a Saturday, Sunday or holiday delivery.

3.9.10 Liquidated Damages

During the period September 1 through May 31, deliveries that do not meet the daily delivery tonnage requirements and/or the established order completions period specified, shall be considered cause for interruption of the proper implementation of the State's winter roadway safety. If it is determined that the interruption is caused by non-performance or negligence on the part of the Contractor, OGS Procurement Services and the Contractor presume that in the event of any such delay, the amount of damage that is sustained from a delay in daily delivery tonnage requirements and/or the established order completions period specified, is the greater of either:

1. \$100.00 per Business Day per Purchase Order or individual orders against blanket Purchase Orders, as applicable; or
2. 1% of the value of the Purchase Order or individual orders against blanket Purchase Orders, as applicable, for each Business Day that the breach is not cured by the Contractor.

OGS Procurement Services and the Contractor agree that in the event of any such delay the awarded Contractor shall pay such amount as liquidated damages.

During times when an Authorized User must work with the Contractor to prioritize/coordinate deliveries due to delays, the Contractor is not absolved from meeting delivery timetable requirements at other locations. During times of extreme weather activity that impact deliveries system-wide, OGS may consider waiving liquidated damages

The following options may be used by Authorized Users for deducting amounts due to the Contractor because of liquidated damages:

1. Authorized User may deduct such amount from any money payable to the Contractor, or
2. Authorized User may bill the Contractor separately.

Costs incurred include, but are not limited to the following:

- Increased personnel costs due to demurrage;
- Increased costs incurred for treatment of salt on hand to extend usage;
- Costs for clean-up after required application of alternative snow and ice control materials (i.e. salt mixed with sand).

Liquidated damages may be placed on the Contractor by the Authorized User only after consultation with the Contractor and OGS Procurement Services. Claims for liquidated damages must be requested within thirty (30) days of the event. Damages must be memorialized by supporting documentation that must be provided to OGS Procurement Services for review and approval.

3.9.11 Buy Against

Contractors must supply Product in accordance with the terms of the Contract and instructions on Purchase Orders. In the event of the Contractor's failure to deliver in accordance with Contract requirements, purchase of the undelivered quantity from the Emergency Standby Contract (Lot IV) or the open market at the Contractor's expense may be authorized by OGS. Such authorized purchases will result in chargeback of the cost above the Contract price to the Contractor who fails to comply with delivery terms. **The Authorized User must make OGS Procurement Services aware of the non-delivery and allow OGS Procurement Services to ascertain if immediate delivery can be made by the Contractor prior to obtaining authorization from OGS Procurement Services to make an emergency standby purchase or a purchase on the open market.**

If open market Treated Salt is not readily available, the Authorized User at their discretion may purchase Road Salt, in lieu of Treated Salt, for the undelivered quantity from the Emergency Standby Road Salt Contract (Lot IV), and if not available through the Emergency Standby Contract, from the open market. Any price difference above the Contract price of Treated Salt (Lot II and/or Lot III) will be deducted from future payments, or billed to the Treated Salt Contractor. The Contractor of the Road Salt in this case may not be the non-performing Contractor of the Treated Salt (Lot II and/or Lot III). The Authorized User must obtain authorization to use this option also from OGS Procurement Services.

3.10 Price Structure

If, during the Contract Term, the Contractor is unable or unwilling to meet contractual requirements in whole or in part based on the price structure of the Contract, it shall immediately notify the Office of General Services, Procurement Services in writing. Such notification shall not relieve the Contractor of its responsibilities under the Contract. The State may, but is not required to, consider an equitable adjustment in the Contract terms and/or pricing in the circumstances outlined in Appendix B, *Savings/Force Majeure*.

Should the Commissioner in his or her sole discretion determine during the Contract Term that (i) the Contract price structure is unworkable, detrimental, or injurious to the State, or (ii) the Contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the Contract terms and/or pricing is mutually agreeable, the State may terminate the Contract upon 10 business days written notice mailed to the Contractor.

3.11 Ordering

Purchase Orders shall be made in accordance with the terms set forth in Appendix B, *Purchase Orders*. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

3.12 Minimum Order

The minimum order for this Contract is 22 tons.

3.13 Invoicing and Payment

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, *Contract Invoicing*.

The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice must include detailed line item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service (if applicable)

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/content/vendor-information>.

3.14 Product Returns and Exchanges

In addition to the provisions of Appendix B, *Title and Risk of Loss*, *Product Substitution*, and *Rejected Product*, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Products shall be replaced within 5 business days of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the net price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

3.15 Extension of Use

This Contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction may also participate in any resultant Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

3.16 NYS Financial System (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS is currently on PeopleSoft Financials version 9.2. SFS supports requisition-to-payment processing and financial management functions.

The State is also implementing an eProcurement application that supports the requisitioning process for State Agencies to procure Products in SFS. This application provides catalog capabilities. Contractors with Centralized Contracts have the ability to provide a "hosted" or "punch-out" catalog that integrates with SFS and is available to Authorized Users via a centralized eMarketplace website. Additional information may be found at: <https://nyspro.ogs.ny.gov/content/nys-emarketplace-1>

There are no fees required for a Contractor's participation in the catalog site development or management. Upon completion and activation of an on-line catalog, State Agencies will process their orders through the SFS functionality and other Authorized Users can access the catalog site to fulfill orders directly.

The State is also implementing the PeopleSoft Inventory module in the near future to track inventory items within the item master table. Further information regarding business processes, interfaces, and file layouts may be found at: <http://www.sfs.ny.gov> and <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

3.17 Insurance

The Contractor shall maintain in force at all times during the terms of the Contract, policies of insurance pursuant to the requirements outlined in Attachment 4 – *Insurance Requirements*.

3.18 Report of Contract Usage

Contractor shall submit Attachment 8 – *Report of Contract Usage* including total sales to Authorized Users of this Contract by Contractor, and all authorized resellers, dealers and distributors, if any, no later than 10 days after the first day of each month. If the Contract period begins or ends in a fractional portion of a reporting period, only the actual Contract sales for this fractional period should be included in the monthly report.

Contractors shall specify if any authorized resellers, dealers or distributors are NYS Certified Minority- and/or Women-Owned Business Enterprises (MWBES), small business enterprises (SBEs), or Service-Disabled Veteran-Owned Businesses (SDVOBs).

The report is to be submitted electronically via e-mail in Microsoft Excel to OGS Procurement Services, to the attention of the individual listed on the front page of the Contract Award Notification and shall reference the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name.

The report in Attachment 8 – *Report of Contract Usage* contains the minimum information required. Additional related sales information, such as detailed user purchases may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis may result in Contract cancellation and designation of Contractor as non-responsible.

3.19 Contractor Requirements and Procedures for Business Participation Opportunities for NYS Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR"), the New York State Office of General Services ("OGS") is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OGS contracts.

II. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for MWBEs. Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section, and/or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000, for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.
 1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate or distinct from the Contract; or (ii) employment outside New York State.
 2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.
- B. Form EEO 100 - Staffing Plan.

To ensure compliance with this section, the Contractor agrees to submit or has submitted with the Bid a staffing plan on Form EEO 100 to OGS to document the composition of the proposed

workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

- C. Form EEO 101 - Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services")
 - 1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.
 - 2. Separate forms shall be completed by Contractor and any subcontractor.
 - 3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.
- D. Contractor shall comply with the provisions of the Human Rights Law, all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. Contract Goals

- A. OGS hereby establishes an overall goal of 10% for MWBE participation, 5% for Minority-Owned Business Enterprises ("MBE") participation and 5% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs) during the term of this Contract in the following counties: **Albany, Allegany, Bronx, Chautauqua, Columbia, Dutchess, Erie, Genesee, Greene, Herkimer, Kings, Lewis, Monroe, Nassau, New York, Niagara, Onondaga, Orange, Orleans, Queens, Rensselaer, Richmond, Saratoga, Schenectady, Seneca/Cayuga, Suffolk, Sullivan, Ulster, Warren, Wayne, and Wyoming.** The total Contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under the Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address:
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. The MWBE Regulations are located at 5 NYCRR § 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Minority- and Women Owned Businesses Enterprises. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development [(518) 292-5250; (212) 803-2414; or (716) 846-8200] to discuss additional methods of maximizing participation by MWBEs on the Contract.
- C. Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).

V. MWBE Utilization Plan

- A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.

- B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, the estimated or, if known, actual dollar amounts to be paid to an MWBE. By signing the Utilization Plan, the Bidder acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by New York State Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.
- C. By entering into the Contract, Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. When an MWBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE.
- D. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within 30 days of receipt.
- E. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- F. OGS may disqualify a Bidder's bid/proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an MWBE Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If OGS determines that the Bidder has failed to document good faith efforts.
- G. If awarded a Contract, Contractor certifies that it will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause IV-A of this Section.
- H. Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

VI. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Contractor shall speak to the Designated Contacts of the OGS Office of Minority- and Women-Owned Business Enterprises for guidance.
- B. In accordance with 5 NYCRR § 142.7, a Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause VII below, may submit a request for a partial or total waiver on Form BDC 333, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses V(C), (D) & (E) will apply. If the documentation included with the Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.
- C. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during

the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.

- D. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE contract goals.

VII. Required Good Faith Efforts

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

VIII. Monthly MWBE Contractor Compliance Report

- A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System ("NYSCS") to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.
- B. When a Contractor receives a payment from a State agency; it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero-dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.
- C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: "Introduction to the System - Vendor training" and "Contract Compliance Reporting -

Vendor Training" to become familiar with the NYSCS. To view the training schedule and to register visit: <https://ny.newnycontracts.com/events.asp>

- D. As soon as possible after the Contract is approved, Contractor should visit <https://ny.newnycontracts.com> and click on "Account Lookup" to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary by choosing "Change Info." It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through "Request New User." When identifying the person responsible, please add "- MWBE Contact" after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for "Contact Us & Support" then "Technical Support" on the NYSCS website.
- E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OGS MWBE Office, 29th floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.
- F. It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages clause in clause IX below.

IX. Breach of Contract and Liquidated Damages

- A. Where OGS determines that the Contractor is not in compliance with the requirements of this Contract, and the Contractor refuses to comply with such requirements, or if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, the Contractor shall be obligated to pay liquidated damages to OGS.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. If OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by OGS, Contractor shall pay such liquidated damages to OGS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

X. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <https://www.ogs.ny.gov/MWBE/Forms.asp>

3.20 Participation Opportunities For New York State Certified Service-Disabled Veteran Owned Businesses

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at:
<https://ogs.ny.gov/Veterans/default.asp>

Contractor is encouraged to contact the Division of Service-Disabled Veteran's Business Development at 518-474-2015 to discuss methods of maximizing participation by SDVOBs on the Contract.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/Veterans/default.asp>

3.21 New Accounts

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

3.22 Use of Recycled or Remanufactured Materials

New York State supports and encourages Contractors to use recycled, remanufactured or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health or safety requirements or Product specifications contained herein. Refurbished or remanufactured components or Products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this Award. Warranties on refurbished or remanufactured components or Products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See Appendix B, *Remanufactured, Recycled, Recyclable or Recovered Materials*.

3.23 Environmental Attributes and NYS Executive Order Number 4

New York State is committed to environmental sustainability and endeavors to procure Products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on State Agencies, authorities, and public benefit corporations when procuring Products. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at <https://www.ogs.ny.gov/greenny/>. State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

3.24 Consumer Products Containing Mercury

Contractor shall comply with the requirements of Title 21 of Article 27 of the NYS Environmental Conservation Law regarding restrictions on the sale, purchasing, labeling and management of any products containing elemental mercury under this Contract.

3.25 Diesel Emission Reduction Act

Pursuant to N.Y. Environmental Conservation Law § 19-0323 (the "Law"), it is a requirement that heavy-duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra-low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by Contractors "on behalf of" State Agencies and public authorities and require certain reports from Contractors. All heavy-duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Contractor hereby certifies and warrants that all heavy-duty vehicles, as defined in the Law, to be used under this Contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

3.26 Overlapping Contract Products

Products available under the resulting Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost-effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

3.27 Preferred Source Products

Section 162 of the State Finance Law requires that Authorized Users afford first priority to the Products of Preferred Source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPSP), and New York State Industries for the Disabled (NYSID), and others determined by law, when such Products meet the form, function and utility of the Authorized User. Some Products in the resultant Contract may be available from one or more Preferred Sources. An Authorized User must determine if a particular Product is approved for a Preferred Source and follow the requirements of State Finance Law § 162(3) or (4)(b), respectively, before engaging the Contractor.

3.28 Drug and Alcohol Use Prohibited

For reasons of safety and public policy, the use of alcoholic beverages or illegal drugs by the Contractor's personnel shall not be permitted in performance of the Contract.

3.29 Traffic Infractions

Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

3.30 Samples

- A. **Contract Supplied Samples** - The Commissioner reserves the right to request from the Contractor a representative sample(s) of the Product offered at any time prior to or after award of a Contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Contractor's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Contractor or Contract reference.

A sample may be held by the Commissioner during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period, the sample, where feasible, will be returned as instructed by the Contractor, at the Contractor's expense and risk. Where the Contractor has failed to fully instruct the Commissioner as to the return of the sample (i.e., mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

- B. **Enhanced Samples** - When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Commissioner may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.
- C. **Conformance with Samples** - Submission of a sample (whether or not such sample is tested by, or for, the Commissioner) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Award. If in the judgment of the Commissioner the sample or Product submitted is not in accordance with the specifications or testing requirements prescribed in the Award, the Commissioner may cancel the Contract at the expense of the Contractor.
- D. **Testing** - All samples are subject to tests in the manner and place designated by the Commissioner, either prior to or after Contract award. Unless otherwise stated in the Award, Contractor samples consumed or rendered useless by testing will not be returned to the Contractor. Testing costs for samples that fail to meet Contract requirements may be at the expense of the Contractor.
- E. **Requests for Samples by Authorized Users** - Requests for samples by Authorized Users require the consent of the Contractor. Where Contractor refuses to furnish a sample, Authorized User may, in its sole discretion, make a determination on the performance capability of the Product or on the issue in question.

SECTION 4: PRICING

Please refer to the price pages' link published at the webpage for this contract at the OGS – Procurement Services website:

http://www.ogs.ny.gov/purchase/spg/lists/gp_018.asp

State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

_____. (over)

Agency: _____ **Prepared by:** _____

Address: _____ **Title:** _____

_____ **Date:** _____

_____ **Phone:** _____

_____ **E-mail:** _____

Please detach or photocopy this form & return via email to: OGS.sm.SST_roadsalt@ogs.ny.gov or mail to:

OGS PROCUREMENT SERVICES
Customer Services, 38th Floor
Attn: Brandy Alden
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

RESOLUTION NO. 530**AUTHORIZING AN AGREEMENT WITH APALACHEE, LLC REGARDING THE PURCHASE OF ROAD SALT FOR THE CONTROL OF SNOW AND ICE ON STATE AND COUNTY ROADS**

Introduced: 12/5/19

By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into an agreement with Apalachee, LLC regarding the purchase of road salt for the control of snow and ice on Albany County and New York State roads in an amount not to exceed \$1,350,000 for a term commencing September 1, 2019 and ending August 31, 2020, and

WHEREAS, The Commissioner indicated that the Department of Public Works estimated they will purchase approximately 24,000 tons of road salt during the 2019-2020 Snow and Ice Season, and that the New York State Contract price is \$54.89/ton, and

WHEREAS, The Commissioner and the Albany County Purchasing Agent have reviewed the New York State Office of General Services contract award notification and have indicated that Apalachee, LLC offers the best value for Albany County, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Apalachee, LLC, Rochester, NY 14620 regarding the purchase of road salt for the control of snow and ice on County and State roads in an amount not to exceed \$1,350,000 for a term commencing September 1, 2019 and ending August 31, 2020, and, be it further

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

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

Adopted by unanimous vote - 12/5/19



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION

JOHN R. ADAIR, JR.
CHAIRMAN

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

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

October 30, 2020

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

**Re: RFB #2020-116 – Liquid Mannich Polymer
Polydyne Inc.**

Dear Mr. Joyce,

The Albany County Water Purification District (District) is requesting contract approval with Polydyne Inc. for the supply of liquid mannich polymer per the above subject RFB. The contract will be for a two year term with an option for a one year renewal. The total contract amount will be based on a unit price of \$ 0.125 per pound of active polymer with an estimated total contract value of \$400,000 or \$200,000 per year.

Should you have questions please contact me at 518-447-1617.

Very truly yours,

Angelo Gaudio
Executive Director

cc: Dennis A. Feeney, Majority Leader
Rebeckah Kennedy, Majority Counsel
Frank Mauriello, Minority Leader
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-2068, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract authorization with Polydyne Inc. for the supply of liquid mannich polymer

Date:	10/30/2020
Submitted By:	Angelo Gaudio
Department:	Water Purification District
Title:	Executive Director
Phone:	518-447-1624
Department Rep.	Angelo Gaudio
Attending Meeting:	Angelo Gaudio

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☒ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Polydyne Inc.

One Chemical Plant Road

Riceboro, GA 31323

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$400,000

Scope of Services: Click or tap here to enter text.

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: G98130.44107

Appropriation Amount: \$400,000

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100

Local: Click or tap here to enter text.

Term

Term: (Start and end date) Jan 1, 2021 - Dec 31, 2022

Length of Contract: 2 year

Impact on Pending Litigation

Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 375 for 2017

Date of Adoption: 10/10/2017

Justification: (state briefly why legislative action is requested)

Liquid polymer is a necessary chemical in the processing of sludge at both the North and South Treatment plant. The estimated cost of \$200,000 per year is in line with the polymer usage from 2019

AIA® Document A310™ 2010
Bid Bond**CONTRACTOR:**

Polydyne Inc.
One Chemical Plant Road
Riceboro, GA 31323

SURETY:

*(Name, legal status and principal place
of business)*

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:

(Address) Director of Finance, Albany County
County of Albany
112 State Street, Room 1000
Albany, NY 12207

BOND AMOUNT: \$ Twenty Thousand and 00/100 Dollars (\$20,000.00)

PROJECT:

(Name, location or address, and Project number, if any)
RFB#2020-116 Liquid Mannich Polymer

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

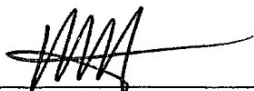
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

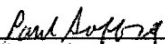
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

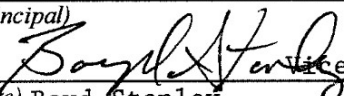
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

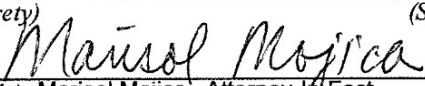
Init.

Signed and sealed this 20th day of October, 2020.


 (Witness) Mark Schlag, Assistant-Secretary


 (Witness) Paul Rafferty, As-To-Surety

Polydyne Inc.
 (Principal)  (Seal)
 (Title) Boyd Stanley Vice-President
 Liberty Mutual Insurance Company

(Surety)  (Seal)
 (Title) Marisol Mojica, Attorney-In-Fact

Init.

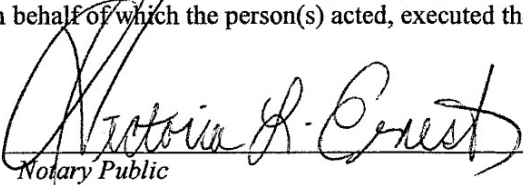
ACKNOWLEDGEMENT

NOTE: Persons signing in more than one capacity (i.e. president and as individual) must be acknowledged for each capacity.

State of New Jersey } SS
 County of Hudson

On the 20th day of October 2020 Before me, Victoria L. Ernest, personally appeared Marisol Mojica as Attorney in Fact of the Liberty Mutual Insurance Company ☐ Personally known to me -OR- ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

MY COMMISSION EXPIRES
AUGUST 09, 2023


 Notary Public (seal)

----- OPTIONAL -----

☐ Individual ☐ Corporate Officer ☒ Attorney-in-Fact ☐ Partner - Limited ☐ Partner - General
☐ Trustee ☐ Guardian or Conservator ☐ Titles(s): _____ ☐ Other: _____

State of _____ } SS
 County of _____

On the _____ day of _____ 20 Before me, _____, personally appeared _____ ☐ Personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

 Notary Public (seal)

----- OPTIONAL -----

☐ Individual ☐ Corporate Officer ☐ Attorney-in-Fact ☐ Partner - Limited ☐ Partner - General
☐ Trustee ☐ Guardian or Conservator ☐ Titles(s): _____ ☐ Other: _____

State of _____ } SS
 County of _____

On the _____ day of _____ 20 Before me, _____, personally appeared _____ ☐ Personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

 Notary Public (seal)

----- OPTIONAL -----

☐ Individual ☐ Corporate Officer ☐ Attorney-in-Fact ☐ Partner - Limited ☐ Partner - General
☐ Trustee ☐ Guardian or Conservator ☐ Titles(s): _____ ☐ Other: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8203079-973850**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Harry Dinger, Jr.; Victoria L. Ernest; Marion Ettinger; Kenneth C. Hegel, Jr.; Jessica Himenes; Marisol Mojica; Patricia Whitelaw

all of the city of Jersey City state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of February, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of February, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of October, 2020.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2019

Assets		Liabilities	
Cash and Bank Deposits.....	\$778,754,989	Unearned Premiums	\$8,007,146,482
*Bonds — U.S Government.....	2,780,808,610	Reserve for Claims and Claims Expense	21,532,853,787
*Other Bonds	12,645,608,792	Funds Held Under Reinsurance Treaties	507,868,920
*Stocks.....	16,385,435,431	Reserve for Dividends to Policyholders.....	1,143,826
Real Estate.....	235,608,378	Additional Statutory Reserve.....	125,722,000
Agents' Balances or Uncollected Premiums	6,217,983,641	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	102,273,390	Other Liabilities.....	4,117,460,075
Other Admitted Assets	11,957,106,292	Total.....	\$34,292,195,090
		Special Surplus Funds.....	\$32,768,443
		Capital Stock.....	10,000,075
		Paid in Surplus.....	10,044,978,933
		Unassigned Surplus	6,723,636,983
		Surplus to Policyholders.....	16,811,384,434
Total Admitted Assets	<u>\$51,103,579,523</u>	Total Liabilities and Surplus.....	<u>\$51,103,579,524</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27th day of March, 2020.

T. Mikolajewski

Assistant Secretary

**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: Liquid Mannich Polymer RFB NUMBER: 2020-116

Receipt Confirmation Form

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

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

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

Company Name: Polydyne Inc.

Address: One Chemical Plant Rd

City: Riceboro State: GA Zip Code: 31323

Contact Person: Boyd Stanley

Title: Vice-President

Phone Number: 912-880-2035 Fax Number: 912-880-2078 E-Mail: bids@polydyneinc.com

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

☐ **Yes** / ☐ **No**

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

Courier Collect: Fed Ex Mail

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Liquid Mannich Polymer**
 Bid Number: **2020-116**

THIS BID IS SUBMITTED TO:

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

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:

- (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date	Number	None
------	--------	------

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

BF1

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F")

7. Communication concerning this Bid shall be addressed to:

Boyd Stanley, Vice-President

Phone: (912) 880-2035

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

BF2

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Liquid Mannich Polymer**
 Bid Number: **2020-116**

**Liquid Polymer in 4,000 and 5,000
 Gallon Tank Truck Delivery**

Product #1

\$ 0.1250/Lb. of Liquid Polymer
 Unit price amount per pound (lb) of liquid polymer.

Polymer Type Designation

<u>Name</u> <u>or</u> <u>Letters</u>	<u>No.</u>
Clarifloc C-511	

Product #2

\$ N/A
 Unit price amount per pound (lb) of liquid polymer.

Polymer Type Designation

<u>Name</u> <u>or</u> <u>Letters</u>	<u>No.</u>
--------------------------------------	------------

Product #3

\$ N/A
 Unit price amount per pound (lb) of liquid polymer.

Polymer Type Designation

<u>Name</u> <u>or</u> <u>Letters</u>	<u>No.</u>
--------------------------------------	------------

BF3

BID IDENTIFICATION:

Title: **Liquid Mannich Polymer**
Bid Number: **2020-116**

COMPANY: Polydyne Inc.

ADDRESS: One Chemical Plant Rd.

CITY, STATE, ZIP: Riceboro, GA 31323

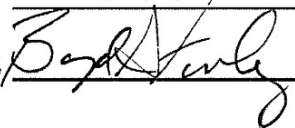
TEL. NO.: (912) 880-2035

FAX NO.: (912) 880-2078

FEDERAL TAX ID NO.: 34-1810283

REPRESENTATIVE: Boyd Stanley

E-MAIL: bids@polydyneinc.com

SIGNATURE AND TITLE:  Vice-President

DATE 10/23/20

BF4

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

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

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

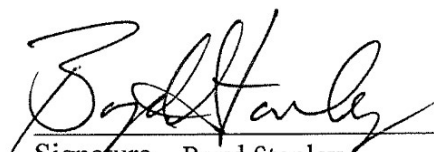
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

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

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

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

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


 Signature Boyd Stanley

Vice-President

Title

Polydyne Inc.

Company Name

10/23/20

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

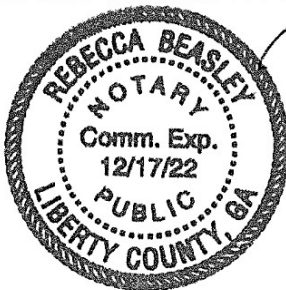
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF Georgia)
COUNTY OF Liberty) SS.:

On this 23rd day of October, ~~2011~~ 20, before me personally appeared Boyd Stanley to me known, who, being by me sworn, did say that he resides at (give address) One Chemical Plant Rd., Riceboro, GA 31323; that he is the (give title) Vice-President of the (name of corporation) Polydyne Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.



Rebecca Beasley
Notary Public, State of Georgia

Qualified in Liberty County

Commission Expires My Commission Expires Dec. 17, 2022

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Polydyne Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 34-1810283 b) DUNS # 939242616	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.polydyneinc.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE One Chemical Plant Rd., Riceboro, GA 31323		7. TELEPHONE NUMBER (912) 880-2035	8. FAX NUMBER (912) 880-2078
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Boyd Stanley Title Vice-President Telephone Number (912) 880-2035 Fax Number (912) 880-2078 e-mail bids@polydyneinc.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS. <i>Please see attached "Polydyne Inc. General Information" sheet and "Certificate of Resolutions".</i>			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

Polydyne Inc. General Information

Federal Identification No.	34-1810283
State of Incorporation:	Delaware
Date of Incorporation:	August 21, 1995
Administrative Offices:	P.O. Box 279, 1 Chemical Plant Road Riceboro, GA 31323
Payment Address:	P.O. Box 404642 Atlanta, GA 30384-4642

Board of Directors

René Pich, Pascal Remy, John Pittman, Peter Nichols, René Hund

Officers

President	John Pittman
Secretary	Christopher Gannon
Vice President Finance, Assistant Secretary, Treasurer	Mark Schlag
Vice President	Boyd Stanley
Vice President	Ken Luke

*Authorized Signers-Non Officers

Bobby Wise	Controller
-------------------	-------------------

Ownership Disclosure

Corporation	Percent Ownership	Owner
Polydyne Inc.	100	SNF Holding Company
SNF Holding Company	100	SPCM SA
SPCM SA	100	Mr. René PICH holds and controls 100% of the shares of SPCM SA, a company duly organized and existing under the laws of France, whose registered office is in ZAC de Milieux, Andrézieux, (42163), FRANCE, registered under the number 312 327 737 in the Commercial Registry of the town of Saint-Etienne (42000), FRANCE.

POLYDYNE INC

CERTIFICATE OF RESOLUTIONS

I, Christopher J. Gannon, Secretary of Polydyne Inc., a Delaware corporation (the "Company"), do hereby certify that at a duly called meeting of the Board of Directors of the Company, held on January 8, 2020, the Board of Directors unanimously approved the following Resolutions:

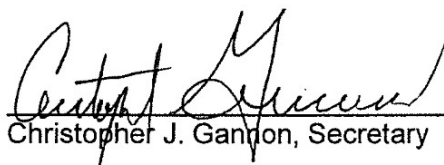
RESOLVED, that Boyd Stanley, René Pich, John Pittman, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized, empowered and directed to bid, in the name of and on behalf of the Corporation, upon such municipal projects as he may deem appropriate; and further

RESOLVED, that Boyd Stanley, René Pich, John Pittman, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized and empowered to execute and deliver, in the name of and on behalf of the Corporation, all documents, instruments, certificate, agreements and papers as he may deem advisable or necessary or proper to effect the Corporation's municipal bids or the transactions contemplated thereby; and further

RESOLVED, that any Officer of the Corporation be and hereby is authorized and empowered, and to the extent necessary or advisable, directed, to attest the execution of any document executed pursuant to these resolutions, and to affix the seal of the Corporation thereto, and to certify under seal to any municipality the adoption of these resolutions; and further

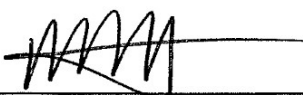
RESOLVED, that the authorizations granted under these Resolutions shall continue in full force and effect until successors to the foregoing representatives of the Corporation shall have been duly appointed or until the death, resignation or removal of each such representative.

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Resolutions with effect this 8th day of January 2020.


Christopher J. Gannon, Secretary

(SEAL)

I attest to the authenticity of this copy of the Resolution of the Board of Directors. This resolution is still valid and in effect as of date signed.


Mark Schlag, Assistant-Secretary
Date: 10/23/2020

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

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

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of: Georgia)
) ss:
County of: Liberty)

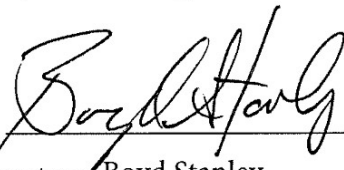
CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business Polydyne Inc.

Signature of Owner 

Address One Chemical Plant Rd.

Printed Name of Signatory Boyd Stanley

City, State, Zip Riceboro, GA 31323

Title Vice-President

Sworn before me this 23rd day of October, 2020;

Notary Public



My Commission Expires
Dec. 17, 2022



Mark Schlag, Assistant-Secretary

Printed Name

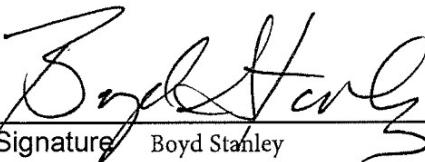
Signature

10/23/20

Date

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

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


 Signature Boyd Stanley

Vice-President

Title

Polydyne Inc.

Company Name

10/23/20

Date

NOTICE OF JOB VACANCIES

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

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

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

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

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

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

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

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

Name of Third Party Entity: Polydyne Inc.

Address: One Chemical Plant Rd.

Riceboro, GA 31323

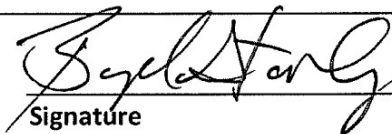
Phone Number(s): (912) 880-2035

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

Supply of Liquid Mannich Polymer

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

Water Purification District



Signature

Boyd Stanley

Printed Name

Vice-President

Title

10/23/20

Date

SNF**POLYDYNE****CLARIFLOC C-511 POLYMER**

PRODUCT BULLETIN

PRINCIPAL USES

CLARIFLOC C-511 is a liquid cationic polyacrylamide derivative used as a flocculant to improve solids removal in a variety of municipal wastewater treatment applications. This product is especially useful for the conditioning of biological, mixed primary/secondary and digested sludges prior to dewatering.

TYPICAL PROPERTIES

Physical Form	Clear to Slightly Hazy Liquid
Ionic Nature	Highly Cationic
Density	8.41 lbs/gal
Viscosity (10% Sol'n)	<1000 cPs
Charge % Mole	100
Freezing Point	32 F. (0 C.)

PREPARATION AND FEEDING

The suggested procedure for preparing stock solutions of CLARIFLOC C-511 consists of adding about one-half of the water required to make a full batch (or at least enough to cover the blades of the mixing device), adding the required amount of CLARIFLOC C-511 while stirring, adding the balance of the water and stirring until dissolution of the polymer is complete (about 15 minutes). The recommended solution strength at this stage is a 5-10% by weight. Overmixing the polymer solution can cause degradation of the molecular weight and loss of performance. The diluted product should be used within 8 hours. For clarification, thickening and flotation applications, a secondary dilution is recommended. There are also a number of commercially available systems for a one step in-line dilution of the product to any convenient concentration.

TYPICAL DOSAGES

Clarification	5-50 mg/l
Flotation	10-200 mg/l
Thickening	10-100 lbs/ton
Dewatering	50-500 lbs/ton

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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MANUFACTURING SPECIFICATIONS

Total Solids	3.9 - 4.3 %
Product Viscosity	19,000 - 24,000 cPs
Product pH	10.5 min.

HANDLING AND STORAGE

Suggested in-plant storage is 1 month in an unopened container. For best results, store at 50-80 F. Avoid freezing or excessive heat. Keep suction lines for neat product as short as possible with a minimum inside diameter of 3". For spills of CLARIFLOC C-511 sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Next spread rock salt over the product residue to reduce the slipperiness.

SAFETY INFORMATION

CLARIFLOC C-511 is an alkaline product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the POLYDYNE Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC C-511 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659



SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **CLARIFLOC™ C-511**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: Polydyne Inc.
1 Chemical Plant Road
PO BOX 279, Riceboro, GA 31323
United States

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

SAFETY DATA SHEET**CLARIFLOC™ C-511**

Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable, this product is a mixture.

3.2. Mixtures

This product is a mixture.

Hazardous components

Formaldehyde

Concentration/ -range: < 0.1%

CAS Number: 50-00-0

Classification according to paragraph (d) of 29 CFR 1910.1200: Flam. Liq. 4;H227, Acute Tox. 3;H301, Acute Tox. 3;H311, Acute Tox. 3;H331, Skin Corr. 1B;H314, Skin Sens. 1A;H317, Carc. 1B;H350, Muta. 2;H341

For explanation of abbreviations see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:

Move to fresh air. No hazards which require special first aid measures.

Skin contact:

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Alternatively, rinse immediately with Diphoterine ®. Get prompt medical attention.

Ingestion:

Rinse mouth with water. Do NOT induce vomiting. Get medical attention immediately if symptoms occur.

SAFETY DATA SHEET**CLARIFLOC™ C-511***4.2. Most important symptoms and effects, both acute and delayed*

Repeated or prolonged skin contact may cause allergic reactions with susceptible persons.

4.3. Indication of any immediate medical attention and special treatment needed.

None reasonably foreseeable.

Other information:

None.

SECTION 5: Fire-fighting measures*5.1. Extinguishing media**Suitable extinguishing media:*

Water. Water spray. Foam. Carbon dioxide (CO₂). Dry powder.

Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:

None.

*5.2. Special hazards arising from the substance or mixture**Hazardous decomposition products:*

Thermal decomposition may produce: nitrogen oxides (NO_x), carbon oxides (CO_x). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

*5.3. Advice for fire-fighters**Protective measures:*

Wear self-contained breathing apparatus and protective suit.

Other information:

Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures*6.1. Personal precautions, protective equipment and emergency procedures**Personal precautions:*

Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:

Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:

Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

As with all chemical products, do not flush into surface water.

SAFETY DATA SHEET**CLARIFLOC™ C-511***6.3. Methods and material for containment and cleaning up*

Small spills:

Do not flush with water. Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:

Do not flush with water. Dam up. Clean up promptly by scoop or vacuum.

Residues:

Soak up with inert absorbent material. After cleaning, flush away traces with water.*6.4. Reference to other sections*

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage*7.1. Precautions for safe handling*

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material. Incompatible with oxidizing agents.

7.3. Specific end use(s)

None.

SECTION 8: Exposure controls/personal protection*8.1. Control parameters**Occupational exposure limits:*Formaldehyde

OSHA: 0.75 ppm (8 hours) ; 2 ppm (15 minutes)

ACGIH: 0.3 ppm (8 hours)

*8.2. Exposure controls*Appropriate engineering controls:

Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

SAFETY DATA SHEET**CLARIFLOC™ C-511***a) Eye/face protection:*

Safety glasses with side-shields.

*b) Skin protection:**i) Hand protection:* PVC or other plastic material gloves.*ii) Other:* Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur.*c) Respiratory protection:*

No personal respiratory protective equipment normally required.

d) Additional advice:

Wash hands and face before breaks and immediately after handling the product. Wash hands before breaks and at the end of workday.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties*9.1. Information on basic physical and chemical properties*

<i>a) Appearance:</i>	Liquid, Clear to slightly opalescent.
<i>b) Odour:</i>	amine-like.
<i>c) Odour Threshold:</i>	Not applicable.
<i>d) pH:</i>	8 - 11.5
<i>e) Melting point/freezing point:</i>	< 5°C
<i>f) Initial boiling point and boiling range:</i>	> 100°C
<i>g) Flash point:</i>	Does not flash.
<i>h) Evaporation rate:</i>	No data available.
<i>i) Flammability (solid, gas):</i>	Not applicable.
<i>j) Upper/lower flammability or explosive limits:</i>	Not expected to create explosive atmospheres.
<i>k) Vapour pressure:</i>	2.3 kPa @ 20°C
<i>l) Vapour density:</i>	0.804 g/litre @ 20°C
<i>m) Relative density:</i>	1.0 - 1.1
<i>n) Solubility(ies):</i>	Completely miscible.
<i>o) Partition coefficient:</i>	< 0
<i>p) Autoignition temperature:</i>	Does not self-ignite (based on the chemical structure).

SAFETY DATA SHEET**CLARIFLOC™ C-511**

- q) *Decomposition temperature:* > 150°C
- r) *Viscosity:* See Technical Bulletin.
- s) *Explosive properties:* Not expected to be explosive based on the chemical structure.
- t) *Oxidizing properties:* Not expected to be oxidising based on the chemical structure.

9.2. Other information

None.

SECTION 10: Stability and reactivity**10.1. Reactivity**

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

Oxidizing agents.

10.6. Hazardous decomposition productsThermal decomposition may produce: nitrogen oxides (NO_x), carbon oxides (CO_x), hydrogen cyanide (hydrocyanic acid).**SECTION 11: Toxicological information****11.1. Information on toxicological effects****Information on the product as supplied:**

- Acute oral toxicity:* LD50/oral/rat > 5000 mg/kg
- Acute dermal toxicity:* LD50/dermal/rat > 5000 mg/kg.
- Acute inhalation toxicity:* Testing by the inhalation route is inappropriate because exposure of humans via inhalation is unlikely: the substance has no vapour pressure and there is practically no exposure to inhalable aerosols.
- Skin corrosion/irritation:* Non-irritating to skin.
- Serious eye damage/eye irritation:* Slightly irritating.

SAFETY DATA SHEET**CLARIFLOC™ C-511**

<i>Respiratory/skin sensitisation:</i>	The product contains a small amount of sensitising substances which may provoke an allergic reaction among sensitive individuals in contact with skin.
<i>Mutagenicity:</i>	By analogy with similar products, this product is not expected to be mutagenic.
<i>Carcinogenicity:</i>	By analogy with similar substances, this substance is not expected to be carcinogenic.
<i>Reproductive toxicity:</i>	By analogy with similar substances, this substance is not expected to be toxic for reproduction.
<i>STOT - Single exposure:</i>	No known effects.
<i>STOT - Repeated exposure:</i>	No known effect.
<i>Aspiration hazard:</i>	No hazards resulting from the material as supplied.

Relevant information on the hazardous components:Formaldehyde

<i>Acute oral toxicity:</i>	LD50/oral/rat = 5 - 50 mg/kg (OECD 401)
<i>Acute dermal toxicity:</i>	LD50/dermal/rat = 270 mg/kg.
<i>Acute inhalation toxicity:</i>	LC50/inhalation/4 hours/rat = 600 mg/m ³
<i>Skin corrosion/irritation:</i>	Causes severe irritation and or burns. (OECD 404)
<i>Serious eye damage/eye irritation:</i>	Risk of serious damage to eyes.
<i>Respiratory/skin sensitisation:</i>	Sensitizing to skin. (OECD 406)
<i>Mutagenicity:</i>	Possible mutagen.
<i>Carcinogenicity:</i>	May cause cancer.
<i>IARC:</i>	1
<i>Reproductive toxicity:</i>	Not toxic for reproduction.
<i>STOT - Single exposure:</i>	No known effects.
<i>STOT - Repeated exposure:</i>	No known effect.
<i>Aspiration hazard:</i>	No known effects.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

SAFETY DATA SHEET**CLARIFLOC™ C-511**

<i>Acute toxicity to fish:</i>	LC50/Fish/96 hours > 100 mg/L (OECD 203)
<i>Acute toxicity to invertebrates:</i>	EC50/Daphnia magna/48 hours > 100 mg/L. (OECD 202)
<i>Acute toxicity to algae:</i>	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
<i>Chronic toxicity to fish:</i>	No data available.
<i>Chronic toxicity to invertebrates:</i>	No data available.
<i>Toxicity to microorganisms:</i>	No data available.
<i>Effects on terrestrial organisms:</i>	No data available.
<i>Sediment toxicity:</i>	No data available.

Relevant information on the hazardous components:Formaldehyde

<i>Acute toxicity to fish:</i>	LC50/Fish/96 hours = 1 - 10 mg/L
<i>Acute toxicity to invertebrates:</i>	EC50/Daphnia pulex/48 hours = 10 - 100 mg/L (OECD 202)
<i>Acute toxicity to algae:</i>	IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)
<i>Chronic toxicity to fish:</i>	No chronic exposure due to ready biodegradability.
<i>Chronic toxicity to invertebrates:</i>	No chronic exposure due to ready biodegradability.
<i>Toxicity to microorganisms:</i>	EC50/activated sludge/120 hours = 34.1 mg/L
<i>Effects on terrestrial organisms:</i>	Not expected to be toxic.
<i>Sediment toxicity:</i>	Exposure to sediment is unlikely.

12.2. Persistence and degradability

Information on the product as supplied:

<i>Degradation:</i>	Not readily biodegradable.
<i>Hydrolysis:</i>	Does not hydrolyse.
<i>Photolysis:</i>	No data available.

Relevant information on the hazardous components:Formaldehyde

SAFETY DATA SHEET**CLARIFLOC™ C-511**

Degradation:	Readily biodegradable. > 90% / 14 days (OECD 301 C) ; > 90% / 28 days (OECD 301 D)
Hydrolysis:	Does not hydrolyse.
Photolysis:	Half-life (direct photolysis): 1.71 days

12.3. Bioaccumulative potentialInformation on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow): < 0

Bioconcentration factor (BCF): No data available.

Relevant information on the hazardous components:Formaldehyde

Partition co-efficient (Log Pow): 0.35 @ 25°C, pH = 3.5

Bioconcentration factor (BCF): < 1

12.4. Mobility in soilInformation on the product as supplied:

Exposure to soil is not to be expected.

K_{oc}: No data available.

Relevant information on the hazardous components:Formaldehyde

K_{oc}: 15.9

12.5. Other adverse effects

None.

SECTION 13: Disposal considerations**13.1. Waste treatment methods**Waste from residues/unused products:

SAFETY DATA SHEET**CLARIFLOC™ C-511**

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:

Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:

Contains one or more of the listed substances.

Section 304 - Reportable Quantity:

Contains one or more of the listed substances.

Section 313 (De minimis concentration):

Contains one or more of the listed substances.

Clean Water Act

SAFETY DATA SHEET**CLARIFLOC™ C-511**

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Contains one or more of the listed substances.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Contains one or more of the listed substances.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Contains one or more of the listed substances.

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Formaldehyde (gas), Acrylamide

Relevant information on the hazardous components:FormaldehydeSARA Title III Sections:

<i>Section 302 (TPQ) - Reportable Quantity:</i>	100 lbs
<i>Section 304 - Reportable Quantity:</i>	100 lbs
<i>Section 313 (De minimis concentration):</i>	0.1%

Clean Water Act

<i>Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:</i>	100 lbs
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Clean Air Act

<i>Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:</i>	15000 lbs
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CERCLA

<i>Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:</i>	100 lbs
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RCRA status :

Listed

Hazardous waste number :

U122

DOT RQ (lbs):

100 lbs

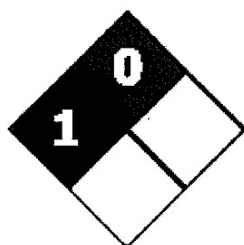
SAFETY DATA SHEET**CLARIFLOC™ C-511**

California Proposition 65 Information:

Listed

SECTION 16: Other information**NFPA and HMIS Ratings:****NFPA:**

Health:	1
Flammability:	0
Instability:	0

**HMIS:**

Health:	1
Flammability:	0
Physical Hazard:	0
PPE Code:	B

This data sheet contains changes from the previous version in section(s):

SECTION 5. Fire-fighting measures, SECTION 8. Exposure controls/personal protection, SECTION 15. Regulatory information, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:**Acronyms**

STOT = Specific target organ toxicity

Abbreviations

Acute Tox. 3 = Acute toxicity Category Code 3

Carc. 1B = Carcinogenicity Category Code 1B

Flam. Liq. 4 = Flammable liquid Category Code 4

Muta. 2 = Germ cell mutagenicity Category Code 2

Skin Corr. 1B = Skin corrosion/irritation Category Code 1B

Skin Sens. 1A = Skin sensitization Category Code 1A

SAFETY DATA SHEET**CLARIFLOC™ C-511***Hazard statements*

H227 - Combustible liquid

H301 - Toxic if swallowed

H311 - Toxic in contact with skin

H314 - Causes severe skin burns and eye damage

H317 - May cause an allergic skin reaction

H331 - Toxic if inhaled

H341 - Suspected of causing genetic defects

H350 - May cause cancer

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 17.01.a

LDCC024

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

TABULATIONS FOR BID

To: County of Albany State: NY

From: Polydyne Inc. Fax No.: (912) 880-2078

Opened: 10/29/20

Subject: RFB # 2020-116 Liquid Mannich Polymer

Please provide us with tabulations on the subject bid by filling out this form or attaching your tabulations form to it. A self-addressed stamped envelope is included for your use. If possible, please fax these tabulations to the above-referenced number.

Awarded: YES/NO (circle one)

If YES, indicate awarded vendor with an *.

If NO, indicate expected date of award.

Vendor	Product	Unit Price
Polydyne Inc.	Clarifloc C-511	\$0.125/Lb.

Thank you for your assistance,



Randal Vickery

Bid and Contract Coordinator

PH: (912) 880-2035

Database Number 120-309

RFB-2020-116 Tabulation

	<u>Polydyne Inc</u>
Product #1 Clarifloc C-511	0.125/ per lb

Product #2	N/A
------------	-----

Product #3	N/A
------------	-----



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: Angelo Gaudio
Water Purification District

FROM: Karen Storm *Karen*
Purchasing Agent

DATE: October 30, 2020

RE: RFB 2020-116

I am in receipt of your recommendation to award the aforementioned Request for Bids to Polydyne, Inc. for the unit price of \$.125 per pound.

The estimated value of this contract for the 2 year term is \$400,000.00.

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION

JOHN R. ADAIR, JR.
CHAIRMAN

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

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

October 30, 2020

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

**Re: RFB #2020-116 – Liquid Mannich Polymer
Polydyne Inc.**

Dear Mr. Joyce,

The Albany County Water Purification District (District) is requesting contract approval with Polydyne Inc. for the supply of liquid mannich polymer per the above subject RFB. The contract will be for a two year term with an option for a one year renewal. The total contract amount will be based on a unit price of \$ 0.125 per pound of active polymer with an estimated total contract value of \$400,000 or \$200,000 per year.

Should you have questions please contact me at 518-447-1617.

Very truly yours,

Angelo Gaudio
Executive Director

cc: Dennis A. Feeney, Majority Leader
Rebeckah Kennedy, Majority Counsel
Frank Mauriello, Minority Leader
Arnis Zilgme, Minority Counsel

RESOLUTION NO. 375

AUTHORIZING AN AGREEMENT WITH POLYDYNE, INC. TO SUPPLY THE WATER PURIFICATION DISTRICT WITH LIQUID POLYMER

Introduced: 10/10/17

By Public Works Committee:

WHEREAS, The County of Albany Water Purification District, in cooperation with the Purchasing Agent, issued a Request for Bids regarding the provision of liquid polymer and one bid was received, and

WHEREAS, The County of Albany Water Purification District and Purchasing Agent reviewed the bid and have recommended awarding the agreement to Polydyne, Inc. as the sole responsible bidder, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a two-year agreement with Polydyne, Inc., Riceboro, Georgia 31323 regarding the provision of delivered liquid polymer to the County of Albany Water Purification District at a cost of \$.105 per pound not to exceed a total amount of \$400,000 for a term commencing January 1, 2018 and ending December 31, 2020, and, be it further

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

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

Adopted by unanimous vote. 10/10/17



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET – ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN STORM
PURCHASING AGENT

October 21, 2020

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

Dear Chairman Joyce:

The Purchasing Division issued RFB#2020-086, Rubbish Removal and Recycling Services and received two competitive bids. County Waste and Recycling Services is the lowest responsive and responsible bidder for the department locations #5,#7-#20 as noted on the bid award recommendation.

The Purchasing Division respectfully requests approval to contract with County Waste & Recycling Services, Inc. for countywide rubbish removal and recycling services. The contract term will be for a period of three (3) years. Total three year bid amount is \$342,900.48, we are requesting authorization for a total cost not to exceed \$352,900.48 to cover additional services that may be needed during the three year bid term.

Attached are the related documents for your review. If you have any questions, please contact me directly at 447-7149.

Sincerely,

Karen A. Storm

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-2050, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Request for Legislative Action for Rubbish Removal and Recycling Services

Date: October 21, 2020
Submitted By: Pamela O Neill
Department: Purchasing Division
Title: Deputy Purchasing Agent
Phone: 518-447-7139
Department Rep.
Attending Meeting: Karen A. Storm

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☒ Other: (state if not listed)

Building Service, Rubbish Removal and Recycling Services

Contract Terms/Conditions:

Party County Waste & Recycling Services, Inc.

1927 Route 9

PO Box 431

Clifton Park NY 12065

Click or tap here to enter text.

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$352,900.48

Scope of Services: Contractor will provide rubbish removal and recycling services for various County Departments.

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line:

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line:

Various Albany County Departments

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) January 1, 2021-December 31, 2024

Length of Contract: Three Years

Impact on Pending Litigation

Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 514

Date of Adoption: 12/4/2017

Justification: The Purchasing Division issued RFB#2020-086 Rubbish Removal and Recycling Services and received two competitive bids. County Waste and Recycling Services is the lowest responsive and responsible bidder for the department locations #5, #7-#20 as noted on the bid award recommendation. The Purchasing Division is requesting to enter into a contract with County Waste and Recycling Services for a period of three (3) years. The three year bid amount is \$342,900.48, we are requesting authorization for a total cost not to exceed \$352,900.48 to cover additional services that may be needed during the three year bid term.

Projected Cost for 3 Year Contract RFB-2020-086 Rubbish Removal and Recycling Services

	Bidder	County Waste	3 Year Projected Total
Location #5	Cooperative Extension	Cost/Month or Cost/Request	
	Rubbish Cost/Month	\$ 173.20	
	Recycling Cost/Month	\$25.00 Per pickup	
	Total Cost/Month All Services	\$ 198.20	\$ 10,135.20
Location #7	Albany County Health/Mental Health	Cost/Month or Cost/Request	
	Rubbish Cost/Month	\$ 277.12	
	Recycling Cost/Month	\$ 65.17	
	Total Cost/Month All Services	\$ 342.29	\$ 12,322.44
Location #8	Board of Elections	Cost/Month or Cost/Request	
	Rubbish Cost/Month	\$ 277.12	
	Recycling Cost/Month	\$ 48.88	
	Total Cost/Month All Services	\$ 326.00	\$ 11,736.00
Location #9	Albany County Hall of Records	Cost/Month or Cost/Request	
	Rubbish Cost/Month	\$ 103.92	
	Total Cost/Month All Services	\$ 103.92	\$ 3,741.12
Location #10	Albany County Nursing Home	Cost/Month or Cost/Request	
	Rubbish Cost/Month	\$ 2,850.00	
	Recycling Cost/Month	\$ 900.00	
	Total Cost/Month All Services	\$ 3,750.00	\$ 135,000.00
Location #11	Albany County Correctional Facility	Cost/Month or Cost/Request	

Projected Cost for 3 Year Contract RFB-2020-086 Rubbish Removal and Recycling Services

	Bidder	County Waste	3 Year Projected Total
	Rubbish Cost/Month	\$ 2,850.00	
	Recycling Cost/Month	\$ 900.00	
	Total Cost/Month All Services	\$ 3,750.00	\$ 135,000.00
Location #12	Albany County Hockey Facility	Cost/Month or Cost/Request	
	Rubbish Cost/Month	\$ 207.84	
	Recycling Cost/Month	no bid	
	Total Cost/Month All Services	\$ 207.84	\$ 7,482.24
Location #13	Albany County Family Court	Cost/Month or Cost/Request	
	Rubbish Cost/Month	\$ 277.12	
	Recycling Cost/Month	\$ 121.24	
	Total Cost/Month All Services	\$ 398.36	\$ 14,340.96
Location #14	Albany County Water Purification District North	Cost/Month or Cost/Request	
	Recycling Cost/Month	\$ 8.15	
	Total Cost/Month All Services	\$ 8.15	\$ 293.40
Location #15	Albany County Water Purification District South	Cost/Month or Cost/Request	
	Recycling Cost/Month	\$ 4.07	
	Total Cost/Month All Services	\$ 4.07	\$ 146.52
Location #16	Albany County Public Works	Cost/Month or Cost/Request	
	Rubbish Cost/Month Lawsons Lake	\$43.65 (full year)	

Projected Cost for 3 Year Contract RFB-2020-086 Rubbish Removal and Recycling Services

	Bidder	County Waste	3 Year Projected Total
	Recycling Cost/Month	\$ 31.31	
	Total Cost/Month All Services	\$ 73.96	\$ 2,662.56
Location #17	Albany County Sheriff's E911	Cost/Month or Cost/Request	
	Rubbish Cost/Month	\$ 138.56	
	Total Cost/Month All Services	\$ 138.56	\$ 4,988.16
Location #18	Albany County Sheriff's Office Clarksville	Cost/Month or Cost/Request	
	Rubbish Cost/Month	\$ 69.28	
	Recycling Cost/Month	\$ 30.31	
	Total Cost/Month All Services	\$ 99.59	\$ 3,585.24
Location #19	Sheriff's EMS Station Rensselaerville	Cost/Month or Cost/Request	
	Rubbish Cost/Month	\$ 12.22	
	Recycling Cost/Month	\$ 8.15	
	Total Cost/Month All Services	\$ 20.37	\$ 733.32
Location #20	Sheriff's Station Coeymans	Cost/Month or Cost/Request	
	Rubbish Cost/Month	\$ 12.22	
	Recycling Cost/Month	\$ 8.15	
	Total Cost/Month All Services	\$ 20.37	\$ 733.32
	Total for 3 year contract		\$ 342,900.48
	Plus Contingency	\$ 10,000.00	
		\$ 352,900.48	

*** Contingency is for additional containers that may be needed during the course of a three year contract

	Bidder	County Waste	Casella
Location #1	Department of Social Services	Cost/Month or Cost/Request	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ 488.81	\$ 450.00
	Recycling Cost/Month	\$ 81.47	\$ 65.00
	Total Cost/Month Both	\$ 570.28	\$ 515.00
Location #2	Albany County Office Building	Cost/Month or Cost/Request	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ 733.21	\$ 675.00
	Recycling Cost/Month	\$ 162.94	\$ 120.00
	Total Cost/Month Both	\$ 896.15	\$ 795.00
Location #3	Albany County Court House	Cost/Month or Cost/Request	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ 488.81	\$ 450.00
	Recycling Cost/Month	\$ 48.88	\$ 35.00
	Total Cost/Month All Services	\$ 539.69	\$ 485.00
Location #4	Albany County Justice Building	Cost/Month or Cost/Request	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ 488.81	\$ 450.00
	Recycling Cost/Month	\$ 32.59	\$ 25.00
	Total Cost/Month All Services	\$ 521.40	\$ 475.00
Location #5	Cooperative Extension	Cost/Month or Cost/Request	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ 173.20	\$ 250.00
	Recycling Cost/Month	\$25.00 Per pickup	\$45.00 Per pickup
	Total Cost/Month All Services	\$ 198.20	250.00 plus
Location #6	Albany County Probation	Cost/Month or Cost/Request	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ 122.20	\$ 112.00
	Recycling Cost/Month	\$ 32.59	\$ 25.00
	Total Cost/Month All Services	\$ 154.59	\$ 137.00
Location #7	Albany County Health/Mental Health	Cost/Month or Cost/Request	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ 277.12	\$ 400.00
	Recycling Cost/Month	\$ 65.17	\$ 50.00
	Total Cost/Month All Services	\$ 342.29	\$ 450.00
Location #8	Board of Elections	Cost/Month or Cost/Request	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ 277.12	\$ 400.00
	Recycling Cost/Month	\$ 48.88	\$ 35.00
	Total Cost/Month All Services	\$ 326.00	\$ 435.00

	Bidder	County Waste	Casella
Location #9	Albany County Hall of Records	Cost/Month or Cost/Request	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ 103.92	\$ 150.00
	Total Cost/Month All Services	\$ 103.92	\$ 150.00
Location #10	Albany County Nursing Home	Cost/Month or Cost/Request	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ 2,850.00	\$ 4,110.00
	Recycling Cost/Month	\$ 900.00	\$1070.00/\$10.00 tote
	Total Cost/Month All Services	\$ 3,750.00	\$4110.00 plus
Location #11	Albany County Correctional Facility	Cost/Month or Cost/Request	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ 2,850.00	\$ 4,810.00
	Recycling Cost/Month	\$ 900.00	\$1230. on call
	Total Cost/Month All Services	\$ 3,750.00	\$ 4,810.00
Location #12	Albany County Hockey Facility	Cost/Month or Cost/Request	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ 207.84	\$ 300.00
	Recycling Cost/Month	no bid	no bid
	Total Cost/Month All Services	\$ 207.84	\$ 300.00
Location #13	Albany County Family Court	Cost/Month or Cost/Request	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ 277.12	\$ 400.00
	Recycling Cost/Month	\$ 121.24	\$ 105.00
	Total Cost/Month All Services	\$ 398.36	\$ 505.00
Location #14	Albany County Water Purification District North	Cost/Month or Cost/Request	Cost/Month or Cost/Request
	Recycling Cost/Month	\$ 8.15	\$ 20.00
	Total Cost/Month All Services	\$ 8.15	\$ 20.00
Location #15	Albany County Water Purification District South	Cost/Month or Cost/Request	Cost/Month or Cost/Request
	Recycling Cost/Month	\$ 4.07	\$ 20.00
	Total Cost/Month All Services	\$ 4.07	\$ 20.00
Location #16	Albany County Public Works	Cost/Month or Cost/Request	Cost/Month or Cost/Request
	Rubbish Cost/Month Lawsons Lake	\$43.65 (full year)	\$ 150.00
	Recycling Cost/Month	\$ 31.31	\$ 30.00
	Total Cost/Month All Services	\$ 73.96	\$ 180.00

Bid Tabulation RFB-2020-086 Rubbish Removal and Recycling Services

	Bidder	County Waste	Casella
Location #17	Albany County Sheriff's E911	Cost/Month or Cost/Request	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ 138.56	\$ 200.00
	Total Cost/Month All Services	\$ 138.56	\$ 200.00
Location #18	Albany County Sheriff's Office Clarksville	Cost/Month or Cost/Request	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ 69.28	\$ 100.00
	Recycling Cost/Month	\$ 30.31	\$ 30.00
	Total Cost/Month All Services	\$ 99.59	\$ 130.00
Location #19	Sheriff's EMS Station Rensselaerville	Cost/Month or Cost/Request	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ 12.22	No bid
	Recycling Cost/Month	\$ 8.15	
	Total Cost/Month All Services	\$ 20.37	
Location #20	Sheriff's Station Coeymans	Cost/Month or Cost/Request	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ 12.22	\$ 20.00
	Recycling Cost/Month	\$ 8.15	\$ 10.00
	Total Cost/Month All Services	\$ 20.37	\$ 30.00
All Locations	Credit for recycling of cardboard per pound	N/A	\$ -

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Rubbish Removal and Recycling Services**

Bid Number: **2020-086**

THIS BID IS SUBMITTED TO:

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

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:

- (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

Number

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

BF1

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:

- ✓(a) Non-Collusive Bidding Certificate (Attachment "A")
- ✓(b) Acknowledgment by Bidder (Attachment "B")
- ✓(c) Vendor Responsibility Questionnaire (Attachment "C")
- ✓(d) Iranian Energy Divestment Certification (Attachment "D")
- ✓(e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
- ✓(f) Bidder Qualification Questionnaire (Attachment "F")
- ✓(g) Non Interruption of Work Agreement (Attachment "G")

7. Communication concerning this Bid shall be addressed to:

County Waste & Recycling Service, Inc.
1927 Route 9, PO Box 431
Clifton Park, NY 12065
 Phone: 518-877-2353

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

Bid Form RFB-2020-086 Rubbish Removal and Recycling Services - Revised

Location #1	Department of Social Services	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ <u>488.81</u>
	Recycling Cost/Month	\$ <u>81.47</u>
	Total Cost/Month Both	\$ <u>570.28</u>
Location #2	Albany County Office Building	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ <u>733.21</u>
	Recycling Cost/Month	\$ <u>162.94</u>
	Total Cost/Month Both	\$ <u>896.15</u>
Location #3	Albany County Court House	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ <u>488.81</u>
	Recycling Cost/Month	\$ <u>48.88</u>
	Total Cost/Month All Services	\$ <u>537.69</u>
Location #4	Albany County Justice Building	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ <u>488.81</u>
	Recycling Cost/Month	\$ <u>32.59</u>
	Total Cost/Month All Services	\$ <u>521.40</u>
Location #5	Cooperative Extension	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ <u>173.20</u>
	Recycling Cost/Month	\$ <u>25.00</u> per on call pick up.
	Total Cost/Month All Services	\$ <u>198.20</u>
Location #6	Albany County Probation	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ <u>122.20</u>
	Recycling Cost/Month	\$ <u>32.59</u>
	Total Cost/Month All Services	\$ <u>154.79</u>
Location #7	Albany County Health/Mental Health	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ <u>277.12</u>
	Recycling Cost/Month	\$ <u>65.17</u>
	Total Cost/Month All Services	\$ <u>342.29</u>
Location #8	Board of Elections	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ <u>277.12</u>
	Recycling Cost/Month	\$ <u>48.88</u>
	Total Cost/Month All Services	\$ <u>326.00</u>
Location #9	Albany County Hall of Records	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ <u>103.92</u>
	Total Cost/Month All Services	\$ <u>103.92</u>

Bid Form RFB-2020-086 Rubbish Removal and Recycling Services - Revised

Location #10	Albany County Nursing Home	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ <u>2850.⁰⁰</u>
	Recycling Cost/Month	\$ <u>900.⁰⁰</u>
	Total Cost/Month All Services	\$ <u>3750.⁰⁰</u>
Location #11	Albany County Correctional Facility	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ <u>2850.⁰⁰</u>
	Recycling Cost/Month	\$ <u>900.⁰⁰</u>
	Total Cost/Month All Services	\$ <u>3750.⁰⁰</u>
Location #12	Albany County Hockey Facility	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ <u>207.84</u>
	Recycling Cost/Month	\$ <u>—</u>
	Total Cost/Month All Services	\$ <u>207.84</u>
Location #13	Albany County Family Court	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ <u>277.12</u>
	Recycling Cost/Month	\$ <u>121.24</u>
	Total Cost/Month All Services	\$ <u>398.36</u>
Location #14	Albany County Water Purification District North	Cost/Month or Cost/Request
	Recycling Cost/Month	\$ <u>8.15</u>
	Total Cost/Month All Services	\$ <u>8.15</u>
Location #15	Albany County Water Purification District South	Cost/Month or Cost/Request
	Recycling Cost/Month	\$ <u>4.07</u>
	Total Cost/Month All Services	\$ <u>4.07</u>
Location #16	Albany County Public Works	Cost/Month or Cost/Request
	Rubbish Cost/Month Lawsons Lake	\$ <u>43.65</u> charged year round.
	Recycling Cost/Month	\$ <u>31.31</u>
	Total Cost/Month All Services	\$ <u>73.96</u>
Location #17	Albany County Sheriff's E911	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ <u>138.56</u>
	Total Cost/Month All Services	\$ <u>138.56</u>
Location #18	Albany County Sheriff's Office Clarksville	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ <u>69.28</u>
	Recycling Cost/Month	\$ <u>30.31</u>
	Total Cost/Month All Services	\$ <u>99.59</u>

Bid Form RFB-2020-086 Rubbish Removal and Recycling Services - Revised

Location #19	Sheriff's EMS Station Rensselaerville	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ <u>12.22</u>
	Recycling Cost/Month	\$ <u>8.15</u>
	Total Cost/Month All Services	\$ <u>20.37</u>
Location #20	Sheriff's Station Coeymans	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ <u>12.22</u>
	Recycling Cost/Month	\$ <u>8.15</u>
	Total Cost/Month All Services	\$ <u>20.37</u>
All Locations	Credit for recycling of cardboard per pound	\$ <u>n/a</u>

COUNTY OF ALBANY

RUBBISH REMOVAL AND RECYCLING SERVICES

RFB #2020-086

ADDENDUM #2

October 2, 2020

The following Addendum No. 2 consisting of two (2) pages (including this cover page) is hereby issued on the 2nd day of October, 2020, in connection with the Request for Bid #2020-086 Rubbish Removal and Recycling Services, for Various Albany County Departments.

COUNTY OF ALBANY

**RFB #2020-086
RUBBISH REMOVAL AND RECYCLING SERVICES**

ADDENDUM #2

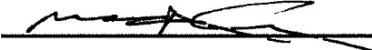
The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: Item #10 in Addendum #1 mentioned that the metal is emptied when full, is the gaylord what the metal is put into? Since there is only 1 recycling compactor, for cardboard, not 2 at the Correctional Facility, is the metal you mention the only other recycling?

Response #1: The Correctional Facility no longer has metal recycling.

End of Addendum #2

COUNTY OF ALBANY**BID FORM****BID IDENTIFICATION:**Title: **Rubbish Removal and Recycling Services**Bid Number: **2020-086**

COMPANY: County Waste & Recycling Service Inc.
ADDRESS: 1927 Route 9, PO Box 431
CITY, STATE, ZIP: Clifton Park, NY 12065
TEL. NO.: 518-877-2353
FAX NO.: 518-877-7337
FEDERAL TAX ID NO.: 14-1732636
REPRESENTATIVE: Mark Ceresa
E-MAIL: Mark.Ceresa@wasteconnections.com
SIGNATURE AND TITLE 
DATE 10/5/20

BF6

NON-COLLUSIVE BIDDING CERTIFICATION

Non-Collusive Certification required of all bidders under Section 103-d of the General Municipal law as amended by Chapter 751 of the Laws of 1965, effective September 1, 1965.

By Submission of this bid or proposal, the bidder certifies that:

- a) This bid, or proposal, has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor.
- b) This bid, or proposal, has not been knowingly disclosed and will not be knowingly disclosed, prior to opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor.
- c) No attempt has been or will be made, to induce any person, partnership, or corporation to submit or not submit a bid or proposal.
- d) The person signing this bid or proposal certified that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

County Waste & Recycling Service Inc

By: 
Mark Ceresa – Division Vice President

Date: 10/5/20

ATTACHMENT "B" **ACKNOWLEDGMENT BY BIDDER**

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

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

On this 5th day of October, 2020, before me personally appeared Mark Cercsa to me known, who, being by me sworn, did say that he resides at (give address) 127 Route 9, Clifton Park; that he is the (give title) Division Vice President of the (name of corporation) County Waste, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

DANIELLE PINGELSKI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PI6242513
Qualified in Saratoga County
Commission Expires June 06, 2023

[Signature]
Notary Public, State of New York

Qualified in Saratoga County

Commission Expires 6/6/2023

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR		
2. VENDOR'S LEGAL BUSINESS NAME County waste & Recycling Service Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 14-1732636 b) DUNS # 799869474
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.county-waste.com
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 1927 Route 9 Clifton Park, NY 12065		7. TELEPHONE NUMBER 518-877-2353
		8. FAX NUMBER 518-877-7337
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above		10. TELEPHONE NUMBER
		11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Mark Ceresa Title Division Vice President Telephone Number 518-877-2353 Fax Number 518-935-9399 e-mail Mark.Ceresa@wasteconnections.com		
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.		
a) NAME Mark Ceresa	TITLE DVP	b) NAME Greg Fendelman
		TITLE Asst. District manager
c) NAME Chris Morrill	TITLE Division Controller	d) NAME Scott Audette
		TITLE Operations manager
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.		
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No		
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No		

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS: a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; ☐ Yes ☒ No 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☒ No c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: ☐ Yes ☒ No 1. federal, state or local health laws, rules or regulations.
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES ¹ HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? ☐ Yes ☒ No Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? ☐ Yes ☒ No <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? ☐ Yes ☒ No <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax ☐ Yes ☒ No <i>Indicate the years the vendor failed to file.</i>
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES ¹ WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? ☐ Yes ☒ No Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. ☐ Yes ☒ No

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

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

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

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

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

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

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

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

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

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


 Signature

Division Vice President
 Title

10/5/20
 Date

County Waste & Recycling Service Inc.
 Company Name

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

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

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business County Waste & Recycling Service Inc.

Signature of Owner [Signature]

Address 1927 Route 9

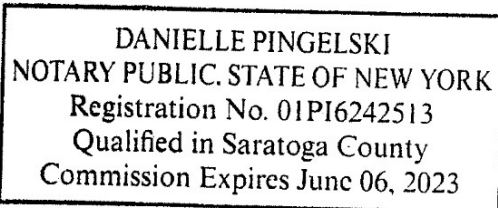
Printed Name of Signatory Mark Ceresa

City, State, Zip Clifton Park, NY 12065

Title Division Vice President

Sworn before me this 10th day of October, 2020

Notary Public



Danielle Pingelski
Printed Name
[Signature]
Signature
10/5/20
Date

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

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


 Signature

Division Vice President
 Title

10/5/20
 Date

County Waste & Recycling Service Inc.
 Company Name

ATTACHMENT "E"**Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)**

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

Name of Third Party Entity: County Waste & Recycling Service, Inc.
 Address: 1927 Route 9, Clifton Park, NY 12065

Phone Number(s): Mark Ceresa 518-877-2353

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

Rubbish & Recycling Collection

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

Exterior of all Facilities in Rubbish & Recycling areas.


Signature

Mark Ceresa

Printed Name

Division Vice President

Title

10/5/20

Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? 30 years years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. See attached

2. _____

3. _____

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

Town of Woodbury 1/1/19 -12/31/22
3056 Customers serviced 25% complete

Town of Schaghticoke
2538 Customers serviced

Town of Waterford - 12/31/22
3534 Customers serviced

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

No

n/a

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

No

n/a

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

No

7. Do you plan to sublet any part of this work? If so, give details.

No

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

- Evergreen National Indemnity Co. - Kathie Price (440) 229-3420
6140 Parkland Blvd, Suite 321, Mayfield Heights, OH 44124
 - Bank of America Fax inquiries only (415) 343-9301
100 Federal St, Boston, MA 02110

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

See Attached

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

County Waste & Recycling Service Inc.
 Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 1929 Route 9
Clifton Park, NY 12065

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

See Attached

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes X No ____.

If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

County Waste & Recycling Service Inc.
Firm

Dated: 10/5/20

By 

Mark Ceresa
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: County Waste & Recycling Service, Inc.

By: 
(Signature)

Mark Ceresa
(Typed)

Title: Division Vice President

Date: 10/5/20

New York State Department of Labor Prevailing Wage

[Unemployment Benefits](#)
[Career Services](#)
[Business Services](#)
[Worker Protection](#)
[Forms and Publications](#)
[Home](#)
[Wage Schedule](#) · [Submit Notice Of Award](#) · [Submit Notice Of Project Completion](#)

PRC#: 2020900989

Type of Contracting Agency: County

Acceptance Status: Accepted Article 9

Contracting Agency

Send Reply To

Albany County Purchasing Div
Maureen Shea
Specification Technician
112 State Street
Room 1000
Albany NY 12207

(518) 447-7142
(518) 447- 5588 Fax
maureen.shea@albanycountyny.gov

Project Information

Project Title Rubbish Removal & Recycling
Description of Work This is a bid for the services of rubbish removal and recycling services for most of the County facilities
Contract Id No. RFB-2020-086
Project Location(s) Various Albany County
Route No / Street Address
Village / City Albany
Town
State / Zip NY
Nature of Project Building Service Contract
Approximate Bid Date 10/22/2020
Checked Occupation(s) Trash and Refuse Removal

Applicable Counties

Albany



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
09/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
INSURED County Waste and Recycling Service, Inc. 3 Waterway Square Place, Suite 110 The Woodlands TX 77380 USA		INSURER A: ACE American Insurance Company 22667 INSURER B: Indemnity Insurance Co of North America 43575 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES
CERTIFICATE NUMBER: 570084115280

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		HD0G71449531	08/01/2020	08/01/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y		ISA H25302229	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WLRC67456348 AOS WLRC67456385 CA, MA	08/01/2020	08/01/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,500,000 E.L. DISEASE-EA EMPLOYEE \$1,500,000 E.L. DISEASE-POLICY LIMIT \$1,500,000
A		N/A			08/01/2020	08/01/2021	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Albany is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER
CANCELLATION

County of Albany 112 State St., Room 1000 Albany NY 12207 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>
---	---

Holder Identifier :

Certificate No : 570084115280

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Financial Statements

Select the financial statements you wish to view below. The reports below may be viewed on either an annual or quarterly basis.



Income Statement | Balance Sheet | Cash Flow

Annual | Quarterly

All numbers in thousands USD

Period Ending	Dec 31, 2019	Dec 31, 2018	Dec 31, 2017	Dec 31, 2016
Total Revenue	5,388,679	4,922,941	4,630,488	3,375,863
Cost of Revenue	3,198,757	2,865,704	2,704,775	1,957,712
Gross Profit	2,189,922	2,057,237	1,925,713	1,418,151
Operating Expenses				
Research Development	--	--	--	--
Selling General and Administrative	546,278	524,388	509,638	474,263
Non Recurring	--	--	--	--
Others	743,918	680,487	632,484	491,590
Total Operating Expenses	1,290,196	1,204,875	1,142,122	965,853
Operating Income or Loss	899,726	852,362	783,591	452,298
Income from Continuing Operations				
Total Other Income/Expenses Net	(56,244)	(20,288)	(154,957)	1,776
Earnings Before Interest And Taxes	853,259	839,244	633,807	454,074
Interest Expense	147,368	132,104	125,297	92,709
Income Before Tax	705,891	707,140	508,510	361,365
Income Tax Expense	139,210	159,986	(68,910)	114,044
Minority Interest	4,850	5,580	5,400	7,362
Net Income From Continuing Ops	566,681	547,154	577,420	247,321
Non-recurring Events				
Discontinued Operations	--	--	--	--
Extraordinary Items	--	--	--	--
Effect Of Accounting Changes	--	--	--	--
Other Items	160	(283)	(603)	(781)
Net Income	566,841	546,871	576,817	246,540
Preferred Stock And Other Adjustments	--	--	--	--
Net Income Applicable To Common Shares	566,841	546,871	576,817	246,540



<http://wasteconnections.investorroom.com/financial-statements>

**Invitation to Bid
for
Rubbish Removal and Recycling Services**

**Prepared for the County of Albany
112 State Street, Room 1000
Albany, NY 12207
RFB #2020-0861**



**County Waste & Recycling Service, Inc
1927 Route 9, P.O. Box 790
(518) 877-7007 – Direct (518) 877-7337 – Fax**

Cover Letter

October 5, 2020

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

RE: Rubbish Removal and Recycling Services

Dear Ms. Storm:

County Waste & Recycling Service, Inc is pleased to propose the following response and pricing to the County of Albany.

I am the authorized person able to make representations on behalf of the company and to bind the company.

Sincerely,



Mark Ceresa
Division Vice President

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Firms Qualifications

County Waste & Recycling Service, Inc. (County Waste) is pleased to submit an ITB for garbage Collection for the Village of Walden.

Name of Corporation: County Waste & Recycling Service, Inc.

Address: 1927 Route 9, P.O. Box 790, Clifton Park, NY 12065

Phone Number: (518) 877-2353 – Mark Ceresa

Website: www.county-waste.com

Date of Incorporation: July, 1990

Authorized Principals: Mark Ceresa, Division Vice President

Company History

In April, 2011 County Waste was acquired by Waste Connections, Inc. (WCI) based in Houston, Texas. Waste Connections is the 3rd largest solid waste and recycling company in the US serving over 2 million residential, commercial and industrial customers in 31 states. With this change comes added financial and professional support for County Waste. However, Waste Connections has been, since its inception in 1997, a much decentralized company dedicated to operating each location as independently managed facilities. The company was founded on this decentralized philosophy which differentiates us from other National solid waste companies.

Organizations and community partnerships work when the company providing the service is staffed with individuals possessing strong management and technical skills, who are driven by the desire to deliver quality service to the community and the contracting agency. We are proud of the team we have.

The County Waste and Waste Connections corporate philosophy is based on the belief that the solid waste and recycling service business is a local business managed by professionals living and working in the communities we serve. WCI strives to provide service excellence for those communities that place their trust in our company and are always dedicated to putting our customers first. We look to technology and growth to help our customers, employees and shareholders "Connect with the Future". As a public

company we have the resources to meet every customer's needs in a cost effective and environmentally compatible manner. We understand the markets, the philosophy and the unique needs of the customers we serve whether they be industry, commercial accounts, municipal jurisdictions or residential subscribers.

Waste Connections is traded on the NYSE exchange under the symbol WCN. The company's strategic objective is to build a leading solid waste services company in secondary markets focusing on customer service excellence and the utilization of improved technology to enhance efficiency within the markets we serve.

Both corporate wide and in Albany, we are committed to improving the environment for the future of the communities we live in and serve. We believe that our services play an integral part of improving the environment and are always mindful of having the most cost-effective waste management solutions for our customers. In addition, we are committed to the safety of our workers and have programs in place to continually upgrade our risk management and environmental policies.

Our ability to effectively and ethically operate has been driven by our emphasis on integrity since the inception of the Company. Integrity is imperative throughout the organization, not only in the financial and accounting arena but also in compliance with laws governing our employees, anti-trust and competitive practices. It also applies to our environmental track record as we work with regulators in a large number of states. We are committed to this value and continuously strive to have the systems in place to ensure the preservation of integrity.

Revenues in 2017 increased to \$5 billion from \$1.93 billion in 2013, as a result of organic growth in solid waste, plus increased E&P waste activity. Solid waste revenues increased 5.4%, primarily due to internal growth. Solid waste internal growth increased to 4.3% in 2014, from 3.1% in 2013. Pricing growth was 0.1 percentage points lower than in 2013, due to higher core prices offset by lower fuel, materials and environmental surcharges. Increases in landfill and hauling volumes contributed to total volume growth increasing to 2.1% in 2014 from 0.7% in 2013.

County Waste is the largest waste collection and recycling company in the Capital region, with operations in New York from Orange County north to Ticonderoga and East and West of the Hudson Valley. County Waste serves a greater number of residential and commercial customers located within the Albany Planning Unit (Albany, Rensselaer, Schenectady, and Saratoga Counties) than any other waste hauler.

Our company's customer base includes approximately 11,000 commercial and industrial customers and more than 180,000 residential customers. In addition to waste collection services, County Waste also operates two landfills, four transfer stations and two recycling facilities with three hundred and ninety full time employees.

County Waste serves the following counties in New York: Albany, Northern Columbia, Fulton, Montgomery, Rensselaer, Schenectady, Schoharie, Saratoga, Orange County, Ulster County, Greene County, Columbia County, Warren County, Washington County, Fulton County and Northern Saratoga County.

Our largest recycle facility, Sierra Processing has operated in the area for over a decade. Additionally, we began operations of our new state-of the art single stream recycling facility near the Port of Albany in mid-October, 2010. The facility is the largest and most advanced processing plant of its kind in the Northeast USA. In December of 2012 the plant was expanded to double the capacity and to process commercial source separated material as well as commingled commercial recyclable material.

Waste Connections, Inc is a publicly traded corporation traded on the New York Stock Exchange under the symbol "WCN". County Waste is a wholly owned subsidiaries of Waste Connections, Inc. Waste Connections Dun and Bradstreet number is 799869474.

Mark Ceresa currently serves as the Division Vice President responsible for Waste Connection's operations in New York and Vermont. Mark has worked in the solid waste and recycling industry for 9 years, all of which with Waste Connections. Prior to coming to New York, Mark was responsible for the Waste Connections hauling and landfill operations in Greenville South Carolina. Mark has also served as a District Manager for Waste Connections in Wichita, KS, and was part of the Region staff in Denver, CO. Prior to coming to Waste Connections Mark Worked as a Superintendent and Director for several earth moving and pipeline companies in the Denver Metro area. Mark has a B.S. from Indiana University of Pennsylvania in Safety Science/Safety Engineering.

References

County Waste & Recycling Service, Inc is proud of the municipalities and schools that we serve and offer the following list of references for your evaluation:.

Guilderland Central School District

8 School Road
 Guilderland, NY 12085
 Neill Sanders – Assistant Superintendent
 518-456-6000

Voorheesville Central School District

432 New Salem Road
 Voorheesville, NY 12186
 Christy Rivenburg – Assistant Superintendent
 518-765-3313 ext. 109

Saratoga County Sewer District

50 W High Street
 Ballston Spa, NY 12020
 John Warnt – Director of Purchasing
 518-885-2210

Sabic Innovative Plastics-GE

1 Noryl Ave.
 Glenmont, NY 12158
 Jill Baribeault
 518-475-5685

NYS Thruway Authority

200 Southern Boulevard
 Albany, NY 12209
 Judith Wargo
 518-436-2720

Corporate Officers

Waste Connections, Inc is a publicly traded corporation traded on the New York Stock Exchange under the symbol “WCN”. County Waste & Recycling Service, Inc. is a wholly owned subsidiaries of Waste Connections, Inc. Waste Connections Dun and Bradstreet number is 799869474.

The following table list corporate officers of Waste Connections, Inc along with our Regional Management.

<u>Name</u>	<u>Positions</u>
Worthing Jackman	Chief Executive Officer and Chairman
Mary Anne Whitney	Executive Vice President and Chief Financial Officer
Darrell W. Chambliss	Executive Vice President and Chief Operating Officer
David Eddie	Senior Vice President – Chief Accounting Officer
David M. Hall	Senior Vice President – Sales and Marketing
Jim M. Little	Senior Vice President – Engineering an Disposal
Eric O. Hansen	Vice President – Chief Information Officer
Susan R. Netherton	Vice President – Employee Relations
Scott Schreiber	Vice President – Disposal Operations
Patrick Shea	Vice President – General Counsel and Secretary
Greg Thibodeaux	Vice President – Maintenance and Fleet Management
Richard Wojahn	Vice President – Business Development
Jason Craft	Vice President – Operations, Eastern Region
Doug McDonald	Eastern Regional Controller
Edward Guillet	Director
Robert H. Davis	Director
Michael W. Harlan	Director
William J. Razzouk	Director

The Waste Connections Board of Directors has an Executive Committee, an Audit Committee, a Compensation Committee, and a Nominating and Corporate Governance Committee. The Executive Committee is authorized to exercise all of the powers and authority of the Board of Directors in managing Waste Connections business and affairs, other than matters required by law to be approved by the stockholders.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

County Waste and Recycling Service, Inc.
1927 Route 9
Clifton Park, NY 12065

OWNER:

(Name, legal status and address)

County of Albany, Dept. of General Services
Purchasing Division, 112 State Street, Room 1000
Albany, NY 12207

SURETY:

(Name, legal status and principal place of business)

Argonaut Insurance Company
P.O. Box 469011
San Antonio, TX 78246-9011
Mailing Address for Notices
1411 Opus Place, #450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5,000 Five Thousand Dollars and 00/100

PROJECT:

(Name, location or address, and Project number, if any)

Rubbish Removal and Recycling Services - RFB #2020-086

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of October, 2020

Samantha Gordon
(Witness) Samantha Gordon
Tariese M. Pisciotto
(Witness) Tariese M. Pisciotto

County Waste and Recycling Service, Inc.

(Principal)

(Seal)

By *Scott I. Schreiber*
(Title) Scott I. Schreiber, Vice President

Argonaut Insurance Company

(Surety)

(Seal)

By *James Moore*
(Title) James Moore Attorney-in-Fact



Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint: **James Moore**

Surety Bond No.: Bid Bond
Principal: County Waste and Recycling Service, Inc.
Obligee: County of Albany, Dept. of General Services

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 8th day of October, 2020.



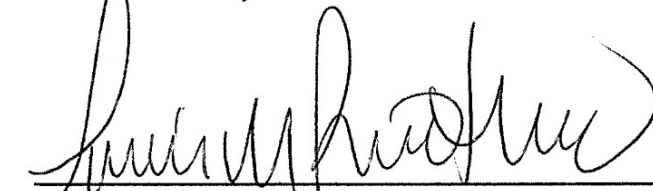
James Bluzard, Vice President-Surety

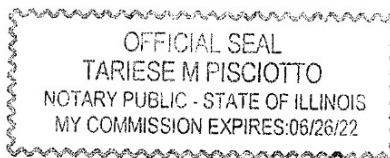
State of IL
 County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Tariese M. Pisciotto Notary Public of DuPage County, in the State of IL,
 do hereby certify that James Moore Attorney-in-Fact, of the Argonaut Insurance
 Company who is personally known to me to be the same person whose
 name is subscribed to the foregoing instrument, appeared before me this day in person, and
 acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
 Argonaut Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
 said County, this 8th day of October, 2020.


 Notary Public Tariese M. Pisciotto
 My Commission expires: June 26, 2022



COUNTY OF ALBANY

REQUEST FOR BIDS VARIOUS ALBANY COUNTY FACILITIES



RFB #2020-086

RUBBISH REMOVAL AND RECYCLING SERVICES

**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: Rubbish Removal and Recycling Services RFB NUMBER: 2020-086

Receipt Confirmation Form

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

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

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

☐ **Yes** / ☐ **No**

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

Fax Number: _____ E-Mail: _____

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

NON-BIDDER RESPONSE

RFB #2020-086

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2020-086

Sealed Bids for Rubbish Removal and Recycling Services as requested by Various Albany County Facilities will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, October 8, 2020.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **Thursday, September 24, 2020**.

Karen A. Storm
Purchasing Agent

Dated: Albany, New York
September 17, 2020

PUBLISH ONE DAY – Thursday, September 24, 2020 -- THE EVANGELIST
PUBLISH ONE DAY – Thursday, September 24, 2020 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

The County of Albany officially distributes bidding documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of bidding documents obtained from any other source are not considered official documents. Only those vendors who obtain bidding documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **Rubbish Removal and Recycling Services**
- 1.2 Requesting Department: **Various Albany County Facilities**
- 1.3 Bid Number: **2020-086**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **Rubbish Removal and Recycling Services** as requested by **Various Albany County Facilities**.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.
- 2.3 The apparent Successful Bidder will be required to submit DBE participation information and, as a condition of receiving the contract, demonstrate good faith efforts in meeting DBE goals, as outlined in Article SC 19 of the Albany County Affirmative Action Plan, attached hereto.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.

- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00 A.M. ON THURSDAY, OCTOBER 8, 2020**, at the following address:

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

- 4.2 All bids received after the time stated in the “Notice to Bidders”, or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

SECTION 5: TERM OF BID

- 5.1 The bid shall be for the period of **Three Years** from the date of award to date ending. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

- 6.1 Each bid must be accompanied by a bid bond or certified check in the amount of **Five Thousand Dollars (\$5,000.00) in United States Currency** drawn upon a national or state bank or trust company, to the order of the Director of Finance, Albany, County. If bid is accepted, the successful Bidder will enter into a contract for the same and will execute such further security as may be required for the performance of the contract. **BID SECURITY SHALL BE INCLUDED WITH BID AT TIME OF BID OPENING; FAILURE TO DO SO MAY CAUSE REJECTION OF THE BID AS MATERIALLY INCOMPLETE.**
- 6.2 The Bid Security of the successful Bidder will be retained until such Bidder has executed the contract and furnished the required Contract Security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the contract and furnish the required

Contract Security within fifteen (15) days of the Notice of Award, the County may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

- 6.3 Bid security of other bidders will be returned within seven (7) days after the award of contract to the successful Bidder.

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 All bidders shall submit the Bidder Qualification Questionnaire as part of the bid. Each bid must contain evidence of the bidder's qualification to do business in New York State or covenant to obtain such qualification prior to award.
- 7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.
- 7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- 7.4 All bidders must document five (5) or more years in the business of providing rubbish removal and recycling services
- 7.5 Bidder must include at least five customer references.

SECTION 8: Not used

SECTION 9: DISQUALIFICATION

- 9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:
- (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
 - (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.
 - (c) Bidder's default under previous contracts with the County.
 - (d) Bidder's unsatisfactory work on previous contracts with the County.

- 9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.
- 9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- 9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:
- (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.
 - (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
 - (c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: PREVAILING WAGE

- 10.1 All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Schedule of Wages.
- 10.2 All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The County has applied for and has received a PRC number for this project, which has been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (585) 258-4505. Actual rates are available via the internet at: <https://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt> or from the Albany County Purchasing Department at the address listed on the Notice to Bidders.
- 10.3 Payrolls and Payroll Records: Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security number, Classification(s) in which the worker was employed,

Hourly wage rate(s) paid, Supplements paid or provide, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall receive and maintain such payrolls.

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

- 11.1 All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (Attachment "A") is required to be submitted with each bid on the form provided by the County.

SECTION 12: BID FORM

- 12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.
- 12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- 12.5 All names must be printed or typed below the signature.
- 12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).
- 12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

- 13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder

to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of “equal or better” or “or equal”, the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

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

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

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

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

- (a) the execution of a contract by Albany County; or
- (b) the award of a purchase order by Albany County; or
- (c) as otherwise rejected by Albany County.

15.2 Bids received will be evaluated by Albany County and will be based, as a minimum, upon the following criteria:

- (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
- (b) Completeness of the bid; and
- (c) Bidder's demonstrated capabilities and professional qualifications.

15.3 The County reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the County of Albany. Bidders need not submit bids for all items listed to be eligible for an award of this contract.

15.4 The County reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or other Governmental Agency or New York State Preferred Sources within its discretion.

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

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

16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

17.1 After the award has been approved by the proper County governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties.

The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the County, within the contract between Albany County and the apparent successful Bidder: the successful Bidder's bid, this Request For Bids and any written Addenda issued by Albany County in response to inquiries of prospective bidders as set forth in Section 12.2 hereof.

17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Albany County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Albany County of an attachment against the Successful Bidder, the County of Albany shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore

assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 18: PERFORMANCE BOND

18.1 A separate Performance Bond in a form satisfactory to the Albany County Purchasing Agent and the Albany County Attorney, or its cash equivalent, equal to **One Hundred Percent of the Total Bid Amount (100%)** is required of the successful Bidder. The successful Bidder to whom the contract is awarded shall within seven (7) days after the date of notification of the acceptance of its bid, provide security as required by the contract in a form acceptable by the County.

In case of its failure to do so, or in case of its failure to give further security as herein prescribed, the successful Bidder will be considered as having abandoned the same and the certified check or other bid security accompanying its bid shall be forfeited to the County of Albany.

SECTION 19: INSURANCE REQUIREMENTS

19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:

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

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

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

- (a) Albany County shall be named as an additional named insured on all liability policies. **The bid number must appear on policy.**

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

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

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.

22.2 Payment will be made upon the submission of a completed Albany County Claim Form.

22.3 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

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

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

SECTION 24: Not used

SECTION 25: MACBRIDE PRINCIPLES

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

SECTION 26: NON-INTERRUPTION OF WORK AGREEMENT

26.1 The following is taken from Resolution No. 298 adopted by the Albany County Legislature on December 4, 1986:

“RESOLVED, That any person, firm, corporation, partnership or other entity (hereinafter “contractor”) as a prerequisite to the award of any public works contract by the County of Albany, shall agree that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the contractor or by any of the trades working in or about the public works and/or premises where the work is being performed, and, be it further

“RESOLVED, That in awarding contracts for public works, the County of Albany shall consider the ability of the contractor to undertake the work without interruption due to labor strife or unrest, and, be it further

“RESOLVED, That unless such contractor shall demonstrate to the satisfaction of the County of Albany that it will not intentionally engage in such conduct as aforesaid which will or may result in the interruption of the performance of the public work, then and in that event, such public works contract shall not be awarded to such contractor.”

A signed Non-Interruption of Work Agreement is required to be submitted with each bid in the form specified with the bid documents.

SECTION 27: Not used

SECTION 28: Not used

SECTION 29: AFFIRMATIVE ACTION REQUIREMENTS

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

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

- 29.3 In an effort to assist contractors with compliance attached you will find the following:
Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

SECTION Not used

SECTION 31: INTERPRETATION

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

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

- 33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:
- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
- 33.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

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

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

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

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

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

SECTION 34: STORMWATER MANAGEMENT PROGRAM

34.1 Bidder understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best

Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Bidder also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder's own liability. **Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment "E").**

SECTION 35: Not used

ALBANY COUNTY RUBBISH REMOVAL AND RECYCLING SERVICES

SPECIFICATIONS

RFB-2020-086

RECYCLING

Albany County is seeking the services of a qualified contractor for the removal of recyclable materials on a recurring basis from all Albany County Facilities. The cost of these services shall include collection containers and will be provided based on the services of commingled single stream. The materials commingled single stream recycling as described below:

- Aluminum cans, plastic containers, glass containers (clear, brown and green), cardboard and tin/steel cans.
- Mixed office paper (see definition below), newspaper, shredded paper, magazines/glossy materials and hardback books.

DEFINITIONS: As used in this contract, the following terms shall have the meanings indicated below:

- **COLLECTION CONTAINER:** A receptacle, including lids that protect, contain, and store recyclable materials.
- **COMMINGLED:** Mixed recyclable materials of several types that are collected together.
- **RECYCLABLE MATERIALS:** Material that has been recovered or diverted from the non-hazardous solid waste stream for purposes of reuse, recycling or reclamation and a substantial portion of which is consistently used in the manufacture of products, which may otherwise be produced using raw or virgin materials.

Contractor Requirements: The contractor shall:

1. Provide a primary point of contact.
2. Provide an implementation and delivery schedule of containers for each location listed within this RFB, within two business days of the award, or an agreed upon date.
3. Provide extra pick up trips on an as needed basis as requested by Albany County Facilities.
4. Have and maintain all applicable permits required to be in compliance with Federal, State and locals laws, regulations and ordinances.
5. The contractor shall be solely responsible for any disposal costs associated with the collection of the Recyclables.
6. The contractor shall specify which recyclables can be commingled together in the recycling bins at the source of collection (i.e. all paper, or etc.).

ALBANY COUNTY RUBBISH REMOVAL AND RECYCLING SERVICES

SPECIFICATIONS

RFB-2020-086

RECYCLING

7. The contractor shall have the capability to provide recycling containers, the quantity; size, design and location of which shall be subject to approval by Albany County. All containers shall have a uniform design, durable, rust resistant and preferably have wheels.
8. The contractor shall furnish, set in place and maintain collection containers.
9. The contractor shall collect all recyclables from all designated locations on a regular and timely manner, frequently enough to ensure that they do not overflow the containers. The contractor shall maintain the established collection schedule making changes only as needed to increase efficiency without a decrease in quality of service.
10. The contractor shall report to Albany County whenever there is a need for planning and implementing any expansion to include additional recycling sites and/or recyclable materials.
11. The contractor shall provide updated schedules to Albany County every time there is an agreed-upon change.
12. The contractor shall ensure that all recycling containers are clearly labeled.
13. The contractor shall be responsible for keeping containers clean and for cleaning up any spills that may result from its collection activities.
14. The contractor shall collect, process, prepare and sell all specified recyclable materials to brokers or end-users, ensuring that the materials are actually recycled.
- 15. Bidders are responsible for verifying the size and type of containers currently at each location before submitting a bid.**

Reporting:

1. The contractor shall furnish to Albany County monthly reports, in an electronic spreadsheet format, due by the tenth (10th) of each month, which include details about:
 - a. The amount by weight, in units of pounds and tons, of all recyclables by type collected from each location.
 - b. The amount of contaminants/residues or non-recyclable materials collected including descriptions of the materials and means of disposal used.
 - c. Documentation of all work completed in the prior month.
2. The County of Albany may, on unannounced occasions, audit the collection, conveyance, and weighing procedures of the Contractor to assure that efficient operational practices are being maintained.

ALBANY COUNTY RUBBISH REMOVAL AND RECYCLING SERVICES

SPECIFICATIONS

RFB-2020-086

RECYCLING

Education and Training:

1. The contractor shall assist Albany County in educating employees about proper recycling procedures.
2. The contractor will designate one or more contact persons to answer questions from County facilities/employees. The contractor will work with Albany County representatives to coordinate collections, resolve problems, and develop improvements to the program.

RUBBISH REMOVAL

GENERAL SCOPE OF WORK:

1. The successful bidder(s) shall provide containers, where required, for the term of the contract, and shall provide rubbish pick-up service at the locations and schedules as indicated herein.
2. Prices for locations with containers shall be quoted as firm, fixed monthly fees based on the yardage of the location's specific container and the location's pickup schedule. Pickup prices for containers emptied upon request shall be quoted separately on a per pickup basis.
3. Pickup prices for locations with Alternative Storage Systems (no containers) shall be quoted as firm, fixed monthly fees based on pickup schedules indicated. **If bid pricing is quoted based upon a maximum yardage or pickup weight, the bidder must so specify on the bid form and indicate the additional charge per yard or per pound which would apply if a given pickup exceeds the amount allowed.**
4. All containers shall have a uniform design, durable, rust resistant and preferably have wheels.
5. The contractor shall be responsible for keeping containers clean and for cleaning up any spills that may result from its collection activities.

VENDORS ARE RESPONSIBLE FOR VERIFYING CONTAINERS AND LOCATIONS

Bid #2020-086 Recycling Containers Currently in Use

Department	Building Location		Container Type & Quantity	Pickup Frequency
Office Building	112 State St.	Albany, NY 12207	96 Gallon Caddie - 20	weekly
Social Services	162 Washington Ave.	Albany, NY 12207	96 Gallon Caddie - 11	weekly
Hall of Records	95 Tivoli St.	Albany, NY 12207	none	
Health & Mental Health	175 Green St.	Albany, NY 12202	96 Gallon Caddie - 9	weekly
Board of Elections	224 South Pearl St.	Albany, NY 12202	96 Gallon Caddie - 2	weekly
Mercantile Building	60 S. Pearl St.	Albany, NY 12207	96 Gallon Caddie - 4	weekly
Water Purification District North	1 Canal Rd. South	Menands, NY 12204	96 Gallon Caddie - 4	1 x per month
Water Purification District South	Church Road	Albany, NY 12201	96 Gallon Caddie - 20	1 x per month
Public Works	449 New Salem Rd.	Voorheesville, NY 12186	4 yd Container	1 x per month
Court House	16 Eagle St.	Albany, NY 12207	96 Gallon Caddie - 6	weekly
Judicial Center	6 Lodge St.	Albany, NY 12207	96 Gallon Caddie - 4	weekly
Family Court	30 Clinton Ave.	Albany, NY 12207	8 Yard Container -1	1 x per week
Sheriff's Office	58 Verda Ave.	Clarksville, NY 12041	96 Gallon Caddie - 9	1 x per month
Sheriff's EMS Station	380 Fox Creek Road	Medusa, NY 12120	96 Gallon Caddie - 1	weekly
Shaker Nursing and Rehabilitation	780 Albany Shaker Rd.	Albany, NY 12211	35 yd Compactor Self Contained - 2 55 Gallon Totes - 5	on call
Correctional Facility	840 Albany Shaker Rd.	Albany, NY 12211	35 yd Compactor Self Contained - 2 Gaylord Tuple Pallet Sized - 1	on call
Board of Elections	32 North Russell Rd	Albany, NY 12206	96 Gallon Caddie - 2	weekly
Hockey Facility	830 Albany Shaker Rd.	Albany, NY 12211	none	
Cooperative Extension	Martin Rd.	Voorheesville, NY 12186	4 yd Container	on call

This should be verified by bidders before submitting your bid.

**County of Albany
Department Location
Container and Pick up Schedule
RFB-2020-086**

Location #1 **Department of Social Services**
162 Washington Avenue
Albany, NY 12210

Rubbish Container(s): Eight (8) 90 Gallon Totes
Removal Schedule: Five times per week, Tuesday, Wednesday, Thursday,
Friday and Saturday prior to 7:00 A.M.

Recycling Container(s): 96 Gallon Container – Quantity 10
Removal Schedule: Weekly

Location #2 **Albany County Office Building**
112 State Street
Albany, NY 12207

Rubbish Container(s): Twelve (12) 90-Gallon Totes
Keyless Access card provided by the County for pickup
on 37 Howard Street
Removal Schedule: Five times per week, Tuesday, Wednesday, Thursday,
Friday and Saturday prior to 7:00 A.M.

Recycling Container(s): 96 Gallon Container – Quantity 20
Keyless Access card provided by the County for pickup
on 37 Howard Street
Removal Schedule: Weekly

Location #3 **Albany County Court House**
16 Eagle Street
Albany, NY 12207

Rubbish Container(s): Eight (8) 90 Gallon Totes
Totes pickup on Columbia Street
Removal Schedule: Five times per week, Tuesday, Wednesday, Thursday,
Friday and Saturday prior to 7:00 A.M.

Recycling Container(s): 96 Gallon Container – Quantity 6
Removal Schedule: Weekly

**County of Albany
Department Location
Container and Pick up Schedule
RFB-2020-086**

Location #4

Albany County Justice Building
6 Lodge Street
Albany, NY 12207

Rubbish Container(s): Eight (8) 90 Gallon totes picked up on the loading dock of Chapel Street

Removal Schedule: Five times per week, Tuesday, Wednesday, Thursday Friday and Saturday prior to 7:00 a.m.

Recycling Container(s): 96 Gallon Container – Quantity 4

Removal Schedule: Weekly

Location #5

Albany County Cooperative Extension
24 Martin Road
Voorheesville, NY 12186

Rubbish Container(s): One (1) 10 Cubic Yard Refuse Container

Removal Schedule: One (1) time per week: Friday between the hours of 6:20 A.M. and 7:30 A.M.

Recycling Container(s): 4 Yard Container – Quantity 1

Removal Schedule: On Call

Location #6

Albany County Probation
Mercantile Building
60 South Pearl Street
Albany, NY 12207

Rubbish Container(s): Two (2) 90 Gallon totes picked up near the loading dock on Rensselaer Street.

Removal Schedule: Five times per week, Tuesday, Wednesday, Thursday, Friday and Saturday prior to 7:00 a.m.

Recycling Container(s): 96 Gallon Container – Quantity 4

Removal Schedule: Weekly

**County of Albany
Department Location
Container and Pick up Schedule
RFB-2020-086**

Location #7

Albany County Health & Mental Health Departments
175 Green Street
Albany, NY 12202

Rubbish Container(s): One (1) 9 Cubic Yard Refuse Container
Removal Schedule: Two (2) Times per week: Monday and Thursday
Prior to 7:00 A.M.

Recycling Container(s): 96 Gallon Container – Quantity 8
Removal Schedule: Weekly

Location #8:

Board of Elections
260 South Pearl Street
Albany, NY 12202

Rubbish Container(s): One (1) 9 Cubic Yard Refuse Container
Removal Schedule: Two (2) Times per week: Monday and Thursday
Prior to 7:00 A.M.

Recycling Container(s): 96 Gallon Container – Quantity 6
Removal Schedule: Weekly

Location #9

Albany County Hall of Records
95 Tivoli Street
Albany, NY 12207

Rubbish Container(s): One (1) 6 Cubic Yard Refuse Container **with lock.**
Removal Schedule: One (1) Time per week: Friday between the hours of
6:20 A.M. and 7:30 A.M.

Recycling Container(s): None
Removal Schedule: N/A

**County of Albany
Department Location
Container and Pick up Schedule
RFB-2020-086**

Location #10 **Shaker Nursing and Rehabilitation Center**
780 Albany Shaker Road
Albany, NY 12211

Rubbish Container: One (1) 30 Cubic Yard Self Contained Sealed
Refuse Container
Removal Schedule: Every Thursday

Recycling Container: 35 yd. Compactor - Quantity 2
55 Gallon Totes - Quantity 5
Removal Schedule: On Call

Location #11 **Albany County Correctional Facility**
840 Albany Shaker Road
Albany, NY 12211

Rubbish Container: One (1) 30 Cubic Yard Self Contained Sealed
Refuse Compactor
Removal Schedule: Every Friday between 10:00 A.M. and 12:00 P.M.

Recycling Container: 35 yd. Compactor – Quantity 2
Gaylord Type Pallet sized – Quantity 1
Removal Schedule: Will Call – average every 3 weeks

Location #12 **Albany County Hockey Facility**
830 Albany Shaker Road
Albany, NY 12211

Rubbish Container: One (1) 6 Cubic Yard Refuse Container
Removal Schedule: Two (2) times per week: Monday and Thursday early A.M.

Recycling Container: None
Removal Schedule: N/A

**County of Albany
Department Location
Container and Pick up Schedule
RFB-2020-086**

Location #13

Albany County Family Court
30 Clinton Ave.
Albany, NY 12207

Rubbish Container: One (1) 8 Cubic Yard Refuse Dumpster
Removal Schedule: Two (2) times per week: Tuesday and Friday prior to 7:00 a.m.

Recycling Container: 8 yd. Container – Quantity 1
Removal Schedule: 1 x per week

Location #14

Albany County Water Purification District North
1 Canal Road South
Menands, NY 12204

Rubbish Container: None

Recycling Container: 96 Gallon Container – Quantity 4
Removal Schedule: 1 x per month

Location #15

Albany County Water Purification District South
Church Road, Port of Albany
Albany, NY 12201

Rubbish Container: None

Recycling Container: 96 Gallon Container – Quantity 2
Removal Schedule: 1 x per month

Location #16

Albany County Department of Public Works
449 New Salem Road
Voorheesville, NY 12186

Rubbish Container: Seasonal Lawsons Lake -One (1) 6 Cubic Yard Dumpster
Removal Schedule: 1 x per week May 1st through October 1st.

Recycling Container: Voorheesville - 4 Yard Container – Quantity 1
Removal Schedule: 1 x per month

**County of Albany
Department Location
Container and Pick up Schedule
RFB-2020-086**

Location #17

Albany County Sheriff's E-911
449 New Salem Road
Voorheesville, NY 12186

Rubbish Container: One (1) 8 Cubic Yard Dumpster
Removal Schedule: 1 x per month

Recycling Container: None
Removal Schedule: N/A

Location #18

Albany County Sheriff's Office
68 Verda Avenue
Clarksville, NY 12041

Rubbish Container: One (1) 4 Cubic Yard Dumpster
Removal Schedule: 1 x per month

Recycling Container: 4 Yard Container – Quantity 1
Removal Schedule: 1 x per month

Location #19

Albany County Sheriff's EMS Station Rensselaerville
380 Fox Creek Road
Medusa, NY 12120

Rubbish Container: One (1) 96 Gallon Container
Removal Schedule: Weekly

Recycling Container: 96 Gallon Container – Quantity 1
Removal Schedule: Weekly

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Rubbish Removal and Recycling Services**
Bid Number: **2020-086**

THIS BID IS SUBMITTED TO:

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

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:
 - (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

Number

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

BF1

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)

5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. The following documents are attached to and made a condition of this Bid:

- (a) Non-Collusive Bidding Certificate (Attachment "A")
- (b) Acknowledgment by Bidder (Attachment "B")
- (c) Vendor Responsibility Questionnaire (Attachment "C")
- (d) Iranian Energy Divestment Certification (Attachment "D")
- (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
- (f) Bidder Qualification Questionnaire (Attachment "F")
- (g) Non Interruption of Work Agreement (Attachment "G")

7. Communication concerning this Bid shall be addressed to:

Phone: _____

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

BF2

Location #1	Department of Social Services	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ _____
	Recycling Cost/Month	\$ _____
	Total Cost/Month Both	\$ _____
Location #2	Albany County Office Building	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ _____
	Recycling Cost/Month	\$ _____
	Total Cost/Month Both	\$ _____
Location #3	Albany County Court House	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ _____
	Recycling Cost/Month	\$ _____
	Total Cost/Month All Services	\$ _____
Location #4	Albany County Justice Building	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ _____
	Recycling Cost/Month	\$ _____
	Total Cost/Month All Services	\$ _____
Location #5	Cooperative Extension	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ _____
	Recycling Cost/Month	\$ _____
	Total Cost/Month All Services	\$ _____
Location #6	Albany County Probation	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ _____
	Recycling Cost/Month	\$ _____
	Total Cost/Month All Services	\$ _____
Location #7	Albany County Health/Mental Health	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ _____
	Recycling Cost/Month	\$ _____
	Total Cost/Month All Services	\$ _____
Location #8	Board of Elections	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ _____
	Recycling Cost/Month	\$ _____
	Total Cost/Month All Services	\$ _____
Location #9	Albany County Hall of Records	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ _____
	Total Cost/Month All Services	\$ _____

Location #10	Albany County Nursing Home	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ _____
	Recycling Cost/Month	\$ _____
	Total Cost/Month All Services	\$ _____
Location #11	Albany County Correctional Facility	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ _____
	Recycling Cost/Month	\$ _____
	Total Cost/Month All Services	\$ _____
Location #12	Albany County Hockey Facility	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ _____
	Recycling Cost/Month	\$ _____
	Total Cost/Month All Services	\$ _____
Location #13	Albany County Family Court	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ _____
	Recycling Cost/Month	\$ _____
	Total Cost/Month All Services	\$ _____
Location #14	Albany County Water Purification District North	Cost/Month or Cost/Request
	Recycling Cost/Month	\$ _____
	Total Cost/Month All Services	\$ _____
Location #15	Albany County Water Purification District South	Cost/Month or Cost/Request
	Recycling Cost/Month	\$ _____
	Total Cost/Month All Services	\$ _____
Location #16	Albany County Public Works	Cost/Month or Cost/Request
	Rubbish Cost/Month Lawsons Lake	\$ _____
	Recycling Cost/Month	\$ _____
	Total Cost/Month All Services	\$ _____
Location #17	Albany County CAC	Cost/Month or Cost/Request
	Recycling Cost/Month	\$ _____
	Total Cost/Month All Services	\$ _____
Location #18	Albany County Sheriff's E911	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ _____
	Total Cost/Month All Services	\$ _____

Location #19	Albany County Sheriff's Office Clarksville	Cost/Month or Cost/Request
	Rubbish Cost/Month	\$ _____
	Recycling Cost/Month	\$ _____
	Total Cost/Month All Services	\$ _____
Location #20	Sheriff's EMS Station Rensselaerville	
	Rubbish Cost/Month	\$ _____
	Recycling Cost/Month	\$ _____
	Total Cost/Month All Services	\$ _____
All Locations	Credit for recycling of cardboard per pound	\$ _____

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Rubbish Removal and Recycling Services**
Bid Number: **2020-086**

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____

BF6

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? _____ years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. _____

2. _____

3. _____

BQ1

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

BQ2

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

7. Do you plan to sublet any part of this work? If so, give details.

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

BQ3

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Correct Name of Bidder

(a) The business is a: _____

(b) The address of principal place of business is: _____

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

BQ4

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes ____ No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Firm

Dated: _____

By _____

(Typed)

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

**ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

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

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☐ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☐ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☐ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☐ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES I WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☐ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☐ No

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

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

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

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

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

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

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

Signature

Printed Name

Title

Date

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: _____

By: _____
(Signature)

(Typed)

Title: _____

Date: _____

New York State Department of Labor

Prevailing Wage

[Unemployment Benefits](#)
[Career Services](#)
[Business Services](#)
[Worker Protection](#)
[Forms and Publications](#)
[Home](#)
[Wage Schedule](#) · [Submit Notice Of Award](#) · [Submit Notice Of Project Completion](#)
PRC#: 2020900989

Type of Contracting Agency: County

Acceptance Status: Accepted Article 9

Contracting Agency

Send Reply To

Albany County Purchasing Div
Maureen Shea
Specification Technician
112 State Street
Room 1000
Albany NY 12207

(518) 447-7142
(518) 447- 5588 Fax
maureen.shea@albanycountyny.gov

Project Information

Project Title Rubbish Removal & Recycling

Description of Work This is a bid for the services of rubbish removal and recycling services for most of the County facilities

Contract Id No. RFB-2020-086

Project Locations(s) Various Albany County

Route No / Street Address

Village / City Albany

Town

State / Zip NY

Nature of Project Building Service Contract

Approximate Bid Date 10/22/2020

Checked Occupation(s) Trash and Refuse Removal

Applicable Counties

Albany



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

MARTIN V. MCCLUNE
DEPUTY COMMISSIONER

October 23, 2020

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

Re: Contract Authorization

Dear Chairman Joyce:

The Department of General Services requests authorization to exercise the renewal option of Resolution 435 of 2017 for the Family Court cleaning services provided by New York State Industries for the Disabled, Inc. with a projected total of \$146,267.00. This projected total assumes a prevailing wage increase of 5% beginning July 1, 2021.

The term of this renewal will commence on January 1, 2021 through December 31, 2021. At the end of this term, the Parties may, by mutual agreement, renew for one additional one year term, with the same compensation and pricing described in the Contractor's Bid.

Under the current OCA agreement the State will reimburse the County 79% of the actual cost.

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

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

cc: Honorable Dennis Feeney, Majority Leader
Honorable Frank Mauriello, Minority Leader
Arnis Zilgme, Minority Counsel
Rebekah Kennedy, Majority Counsel



Legislation Text

File #: TMP-2052, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization (Renewal) - Family Court Cleaning Service

Date: 10/22/2020
Submitted By: David M. Latina
Department: Dept. General Services
Title: Commissioner
Phone: 518-447-7210
Department Rep.
Attending Meeting: Commissioner Latina

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

New York State Industries for the Disabled, Inc.

11 Columbia Circle Drive

Albany NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 146,267.00

Scope of Services: Vendor will provide all janitorial labor and materials necessary for the daily operations of the Family Court

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

If Mandated Cite Authority: State Office Court Administrations

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: A1620-4046

Revenue Amount: 115,551.00

Appropriation Account and Line: A1620-4046

Appropriation Amount: 146,267.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 79

County: 21

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2021 - 12/31/2021

Length of Contract: 12 Months

Impact on Pending Litigation

Yes ☐ No ☐

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 435 of 2017

Date of Adoption: 11/13/2017

Justification: (state briefly why legislative action is requested)

The Department of General Services requests authorization to exercise the renewal clause of Resolution 435 of 2017 for Family Court cleaning services provided by New York State Industries for the Disabled, Inc. with a projected total of \$146,267. This projected total assumes a prevailing wage increase of 5% beginning July 1, 2021. Under the current OCA agreement the State will reimburse the County for 79% of the total cost.

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND NEW YORK STATE INDUSTRIES FOR THE DISABLED, INC.

For Custodial/Janitorial Services to be
Rendered at the Albany County Family Court Building
Resolution No. 435 of 2017

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation organized under the laws of the State of New York, acting by and through its County Executive, with a principal office located at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter, the "County"), and New York State Industries for the Disabled, Inc., a corporation authorized to do business in the State of New York, with its principal office located at 11 Columbia Circle Drive, Albany, New York 12208 (hereinafter, the "Contractor").

W I T N E S S E T H:

WHEREAS, the County has heretofore requested quotes for custodial/janitorial services to be rendered at the Albany County Judicial Center; and

WHEREAS, the Albany County Purchasing Division (hereinafter called "Purchasing Division") issued a Request for Proposal for Custodial and Janitorial Services, said request having been designated RFB #2017-068, and

WHEREAS, in response thereto, Contractor has submitted a quote to render the requested services, that being the lowest responsible quote submitted on August 24, 2017; and

WHEREAS, the Albany County Legislature has authorized the County Executive through **Resolution No. 435 of 2017** to enter in to an agreement with the Contractor for the performance of janitorial services at the Albany County Family Court building in an amount not to exceed \$392,925.00 for a term commencing January 1, 2018 and continuing until December 31, 2020;¹ and

WHEREAS, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned services, and to execute a fully-integrated agreement with respect thereto;

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

¹ Resolution No. 435 of 2017 contains a typographical error. This Agreement is intended by both Parties to commence on January 1, 2018 and conclude on December 31, 2020, with two (2), one (1) year renewals for both the Judicial Center and the Family Court.

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1. The Contract Documents consist of the following: this Agreement, and the RFB, which is incorporated herein and made a part hereof by reference.
- 1.2. In the event of any discrepancy, disagreement, or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFP, 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

During the term of this Agreement, Contractor shall perform the custodial services and provide the necessary materials as described in the contract documents pursuant to its Agreement. These services are particularized in the Contractor's Specifications, attached hereto at Schedule A and made a part hereof.

ARTICLE 3. COMPENSATION

- 3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Contractor agrees to accept an amount not to exceed THREE HUNDRED NINETY TWO THOUSAND, NINE HUNDRED AND TWENTY-FIVE AND 00/100 DOLLARS (\$392,925.00) (US currency) as full compensation for all goods and services rendered under this Agreement.
- 3.2 The County is not subject to federal, state or local taxes.

ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County on a monthly basis upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the Department of General Services, and acceptance by the County of the claim form.

ARTICLE 5. TERM OF THE AGREEMENT

The term of this Agreement shall commence upon January 1, 2018 and continue in effect until December 31, 2020. At the end of this initial period, the Parties may, by mutual agreement, renew the contract for an additional for a total of two (2) additional one year terms, with the same compensation and pricing described in the Contractor's Bid.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

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

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

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

ARTICLE 7. PROHIBITION OF CONTRACT ASSIGNMENT

7.1 Pursuant to §109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of its right, title or interest therein, to any other person or entity without the prior written consent of the County.

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

Contractor shall cooperate with the agents, representatives and employees of the County and the County shall cooperate with the agents, representatives and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

ARTICLE 10. PREVAILING WAGE

The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. Labor Law, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. Labor Law Section 220 [3-a]a.

ARTICLE 11. NON-DISCRIMINATION

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

ARTICLE 12. COMPLIANCE WITH MACBRIDE PRINCIPLES

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

ARTICLE 13. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

ARTICLE 14. RELATIONSHIP OF THE PARTIES

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

ARTICLE 15. INDEMNIFICATION

Contractor shall defend, indemnify and save harmless the County, its agents representatives and employees, from and against any and all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any negligent or intentional act or omission of the Contractor, its agents or employees, to the extent of its or their responsibility for such claims, damages, losses or expenses.

ARTICLE 16. INSURANCE COVERAGE

- 16.1 Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule B attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.
- 16.2 Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the

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

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

ARTICLE 17. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

In compliance with New York State Labor Law Sec. 220-h all laborers, workers and mechanics employed in the performance of the work of this Agreement either by Contractor, sub-Contractor or other person doing or contracting to do the whole or part of the work herein described, shall be certified prior to performing any work as having successfully completed a course in construction safety and health approved by the U.S. Dept. of Labor OSHA that is at least ten hours in duration.

ARTICLE 18. NON-COLLUSIVE BIDDING

By execution of this Agreement, Contractor warrants, under penalty of perjury, that to the best of knowledge and belief; the prices communicated to the County in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition. Contractor warrants that it is in compliance with NYS General Municipal Law Sec. 103-d with regard to the prices of goods and services covered in this Agreement.

ARTICLE 19. NO WAIVER OF PERFORMANCE

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

ARTICLE 20. ACCOUNTING RECORDS

- 20.1 Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.
- 20.2 Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.
- 20.3 Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 21. NON-APPROPRIATIONS

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

ARTICLE 22. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 23. EXTRA WORK

If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes extra work. In the event the County determines such

work does constitute extra work, it shall provide extra compensation to the Contractor on a negotiated basis.

ARTICLE 24. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE 25. LICENSES

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

ARTICLE 26. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

ARTICLE 27. HEADINGS – CONSTRUCTION

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

ARTICLE 28. NOTICES

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

ARTICLE 29. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

ARTICLE 30. ENTIRE AGREEMENT

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

ARTICLE 31. MODIFICATION

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

ARTICLE 32. EXECUTION OF DOCUMENTS

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

DATED: 9/12/18

COUNTY OF ALBANY

BY: [Signature]
Daniel P. McCoy
Albany County Executive
or
Philip F. Calderone
Deputy County Executive

NEW YORK STATE INDUSTRIES
FOR THE DISABLED, INC.

DATED: 9/24/2018

BY: [Signature]
Brian Schneider
VP, Contract Administration

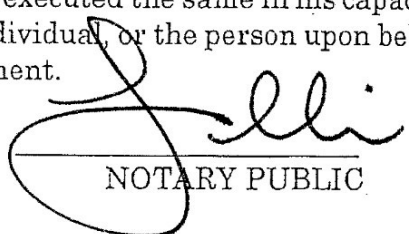
STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2017, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

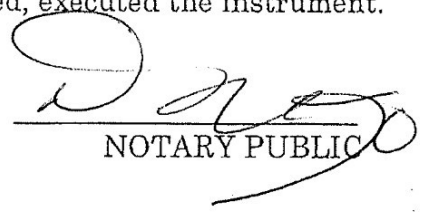
On the 11 day of October, 2017, before me, the undersigned, personally appeared Philip F. Calderone personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

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

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

On the 24 day of September, 2017, before me, the undersigned, personally appeared Brian Schneider personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

DONNA M WITKO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WI5081182
Qualified in Albany County
My Commission Expires September 29, 2021

SCHEDULE A
CONTRACTOR'S SPECIFICATIONS



Office of
General Services

ANDREW M. CUOMO
Governor

ROANN M. DESTITO
Commissioner

Delivered via e-mail

October 3, 2018

Mr. Brian Schneider
Vice President, Contract Administration
New York State Industries for the Disabled
11 Columbia Circle Drive
Albany, New York 12203

Re: Application #2377: Albany County – Janitorial, Graffiti Removal, Window Blind Cleaning, Floor Maintenance, and Carpet Cleaning Services, at the Family Court, 30 Clinton Ave., Albany, NY 12207
Member Agency: Second Chance Opportunities, Inc.

Dear Mr. Schneider:

In response to your application received on September 17, 2018, and revised on September 28, 2018 we are approving the pricing proposed by Second Chance Opportunities, Inc., 255 Orange St., Albany, NY 12203 through the New York State Industries for the Disabled. This Contract is let by Albany County, 112 State St., Albany, NY 12207. The pricing is reasonable and approval is made in accordance with Section 162 of the New York State Finance Law.

NYSID and Albany County are advised that this office has not reviewed the Contract terms and conditions of the existing agreement between the parties and has made no determination with regard to the necessity and appropriateness of the provisions of this Contract.

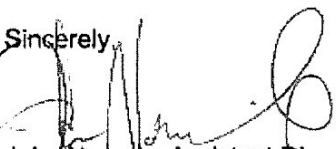
Approval Terms:

1. Janitorial, Graffiti Removal, Window Blind Cleaning, Floor Maintenance, and Carpet Cleaning Services to be performed at the Family Court, 30 Clinton Ave., Albany, NY 12207 as specified.
2. Proposed Price: Total estimated contract price, including optional extensions, is \$662,413.06 based on:
Year 1: \$126,117.52
Year 2: \$129,568.05
Year 3: \$135,575.83
Year 4 (Optional Extension): \$135,575.83
Year 5 (Optional Extension): \$135,575.83
Total Direct Labor Hours – 5,960.80/1,950 = 3.06 FTEs
Total Direct Disabled Labor Hours – 5,960.80/1,950 = 3.06 FTEs
The Direct Disabled Labor Ratio is 100%
3. New Term: Three years from date of contract execution with two one-year renewal options

Future increases to Prevailing Wages and Benefits will be determined and become effective as published by the NYS Department of Labor.

This letter serves notice to Albany County that the New York State Office of General Services approves the pricing for this Contract.

Sincerely,


John Normie, Assistant Director of Intergovernmental Relations
NYS OGS Preferred Source Team

Mayor Erastus Corning 2nd Tower Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12242 | www.ogs.ny.gov

NYSID-2377 Service Approval

TO: Brian Schneider
DATE October 3, 2018

Page 2

Cc: S. Carroll OGS
S. Filburn OGS
J. Dorsman OGS
J. Messina NYSID
M. Hartman NYSID
R. Nadal NYSID
P. O'Neil Albany County
K. Storm Albany County

SCHEDULE B

INSURANCE COVERAGE

Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

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

Professional Liability Insurance: A policy or policies of professional liability insurance with limits not less than \$1,000,000 per occurrence.



Request for Price Concurrence

Date Sent: October 20, 2020

Contracting Agency: Albany County

Customer Contact: Pam O'Neill

Job Title: Deputy Purchasing Agent

Street Address: 112 State St.

City, State Zip: Albany, NY 12207

Phone: 518-447-7139 Fax# _____ E-Mail: Pamela.O'Neill@albanycountyny.gov

PLEASE UPDATE
INFORMATION IF
NEEDED

Member Agency: Second Chance Opportunities, Inc.

Service: Janitorial

Location: Family Court, 30 Clinton Ave. Albany NY 12207

Proposed Price: \$142,699.47/Year \$11,891.62/month

If a Renewal, Current Contract # 3799 - Resolution No. 435 of 2017 - Family Court

Proposed Term: 1/1/2021 - 12/31/2021 - 1 of 2 renewal options

This form is not a contract; it is only an acknowledgment of your concurrence to the above proposed price. If requested, a cost analysis can be provided for your review documenting proposed cost of service.

Please Note: All contracts with NYS Prevailing Wage Schedules issued on or after 8/1/2010 must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the annual NYS Department of Labor Published Prevailing Wage Schedules. All contracts with NYC Prevailing Wage Schedules must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the NYC Comptrollers Published Prevailing Wage Schedule.

Contract Notes: Annual PW Adjustments as published by NYS DOL

If you are in agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for price approval if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

New York State Industries for the Disabled, Inc.
ATTN: Maye, Kathy
11 Columbia Circle Drive
Albany, NY 12203-5156

E-mail: kmaye@nysid.org

Phone: 518-463-9706

Ext.: 292

Fax: _____

NYSID Account Representative
Erickson, Sara

Authorized Signature: _____

Printed Name: _____

Job Title: _____

Date: _____

[Handwritten Signature]
David M. Lattin
Comm. pt. DES.
10/21/2020

See attached documents in lieu of signed form

Term	Projected PW	
	Curent Cost	Adjustment
Jan.	\$11,891.62	
Feb.	\$11,891.62	
Mar.	\$11,891.62	
Apr.	\$11,891.62	
May	\$11,891.62	
June	\$11,891.62	
July		\$12,486.20
Aug.		\$12,486.20
Sept.		\$12,486.20
Oct.		\$12,486.20
Nov.		\$12,486.20
Dec.		\$12,486.20
		\$146,266.92

RESOLUTION NO. 435**AUTHORIZING AGREEMENTS WITH NEW YORK STATE INDUSTRIES
FOR THE DISABLED REGARDING CUSTODIAL SERVICES AT THE
JUDICIAL CENTER AND FAMILY COURT BUILDINGS**

Introduced: 11/13/17

By Public Works Committee:

WHEREAS, The Commissioner of the Department of General Services has requested authorization to enter into agreements with NYSID regarding custodial and janitorial services at the Judicial Center in an amount not to exceed \$379,211 and the Family Court building in an amount not to exceed \$392,925 for the term commencing January 1, 2018 and ending December 31, 2021, with two additional one-year renewal options, and

WHEREAS, It was indicated that the NYS Unified Court System will reimburse the County for said services during the term and any additional one-year renewal options, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into agreements with NYSID regarding custodial and janitorial services at the Judicial Center in an amount not to exceed \$379,211 and the Family Court building in an amount not to exceed \$392,925 for the term commencing January 1, 2018 and ending December 31, 2021, with two additional one-year renewal options, 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.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

MARTIN V. MCCLUNE
DEPUTY COMMISSIONER

October 23, 2020

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

Re: Contract Authorization (Renewal)

Dear Chairman Joyce:

The Department of General Services requests authorization to exercise the renewal option of Resolution 435 of 2017 for Judicial Center cleaning services provided by New York State Industries for the Disabled, Inc. with a projected total of \$140,830.00. This projected total assumes a prevailing wage increase of 5% beginning July 1, 2021.

The term of this renewal will commence on January 1, 2021 through December 31, 2021. At the end of this term, the Parties may, by mutual agreement, renew for one additional one year term, with the same compensation and pricing described in the Contractor's Bid.

Under the current OCA agreement the State will reimburse the County 53% of the actual cost.

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

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

cc: Honorable Dennis Feeney, Majority Leader
Honorable Frank Mauriello, Minority Leader
Arnis Zilgme, Minority Counsel
Rebekah Kennedy, Majority Counsel



Legislation Text

File #: TMP-2053, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization (Renewal) - Judicial Center Cleaning Service

Date: 10/22/2020
Submitted By: David M. Latina
Department: Dept. General Services
Title: Commissioner
Phone: 518-447-7210
Department Rep.
Attending Meeting: Commissioner Latina

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

New York State Industries for the Disabled, Inc.

11 Columbia Circle Drive

Albany NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 140,830.00

Scope of Services: Vendor will provide all janitorial labor and materials necessary for the daily operations of the Judicial Center

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

If Mandated Cite Authority: State Office Court Administrations

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: A1620-4046

Revenue Amount: 74,640.00

Appropriation Account and Line: A1620-4046

Appropriation Amount: 140,830.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 53

County: 47

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2021 - 12/31/2021

Length of Contract: 12 Months

Impact on Pending Litigation

Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 435 of 2017

Date of Adoption: 11/13/2017

Justification: (state briefly why legislative action is requested)

The Department of General Services requests authorization to exercise the renewal clause of Resolution 435 of 2017 for Judicial Center cleaning services provided by New York State Industries for the Disabled, Inc. with a projected total of \$140,830.00. This projected total assumes a prevailing wage increase of 5% beginning July 1, 2021. Under the current OCA agreement the State will reimburse the County 53% of the actual cost.

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND NEW YORK STATE INDUSTRIES FOR THE DISABLED, INC.

For Custodial/Janitorial Services to be
Rendered at the Albany County Judicial Center

Resolution No. 435 of 2017

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation organized under the laws of the State of New York, acting by and through its County Executive, with a principal office located at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter, the "County"), and New York State Industries for the Disabled, Inc., a corporation authorized to do business in the State of New York, with its principal office located at 11 Columbia Circle Drive, Albany, New York 12208 (hereinafter, the "Contractor").

W I T N E S S E T H:

WHEREAS, the County has heretofore requested quotes for custodial/janitorial services to be rendered at the Albany County Judicial Center; and

WHEREAS, the Albany County Purchasing Division (hereinafter called "Purchasing Division") issued a Request for Proposal for Custodial and Janitorial Services, said request having been designated RFB #2017-068, and

WHEREAS, in response thereto, Contractor has submitted a quote to render the requested services, that being the lowest responsible quote submitted on August 24, 2017; and

WHEREAS, the Albany County Legislature has authorized the County Executive through **Resolution No. 435 of 2017** to enter in to an agreement with the Contractor for the performance of janitorial services at the Albany County Judicial Center building in an amount not to exceed \$379,211.00 for a term commencing January 1, 2018 and continuing until December 31, 2020;¹ and

WHEREAS, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned services, and to execute a fully-integrated agreement with respect thereto;

¹ Resolution No. 435 of 2017 contains a typographical error. This Agreement is intended by both Parties to commence on January 1, 2018 and conclude on December 31, 2020, with two (2), one (1) year renewals for both the Judicial Center and the Family Court.

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1. The Contract Documents consist of the following: this Agreement, and the RFB, which is incorporated herein and made a part hereof by reference.
- 1.2. In the event of any discrepancy, disagreement, or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFP, 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

During the term of this Agreement, Contractor shall perform the custodial services and provide the necessary materials as described in the contract documents pursuant to its Agreement. These services are particularized in the Contractor's Specifications, attached hereto at Schedule A and made a part hereof.

ARTICLE 3. COMPENSATION

- 3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Contractor agrees to accept an amount not to exceed THREE HUNDRED SEVENTY-NINE THOUSAND, TWO HUNDRED AND ELEVEN AND 00/100 DOLLARS (\$379,211.00) (US currency) as full compensation for all goods and services rendered under this Agreement.
- 3.2 The County is not subject to federal, state or local taxes.

ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County on a monthly basis upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the Department of General Services, and acceptance by the County of the claim form.

ARTICLE 5. TERM OF THE AGREEMENT

The term of this Agreement shall commence upon January 1, 2018 and continue in effect until December 31, 2020. At the end of this initial period, the Parties may, by mutual agreement, renew the contract for an additional for a total of

two (2) additional one year terms, with the same compensation and pricing described in the Contractor's Bid.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

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

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

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

ARTICLE 7. PROHIBITION OF CONTRACT ASSIGNMENT

7.1 Pursuant to §109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of its right, title or interest therein, to any other person or entity without the prior written consent of the County.

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

Contractor shall cooperate with the agents, representatives and employees of the County and the County shall cooperate with the agents, representatives and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

ARTICLE 10. PREVAILING WAGE

The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. Labor Law, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. Labor Law Section 220 [3-a]a.

ARTICLE 11. NON-DISCRIMINATION

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

ARTICLE 12. COMPLIANCE WITH MACBRIDE PRINCIPLES

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

to, imposing sanctions, enforcing compliance, recovering damages, declaring the Contractor in default, and/or seeking debarment or suspension of the Contractor.

ARTICLE 13. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

ARTICLE 14. RELATIONSHIP OF THE PARTIES

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

ARTICLE 15. INDEMNIFICATION

Contractor shall defend, indemnify and save harmless the County, its agents representatives and employees, from and against any and all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any negligent or intentional act or omission of the Contractor, its agents or employees, to the extent of its or their responsibility for such claims, damages, losses or expenses.

ARTICLE 16. INSURANCE COVERAGE

- 16.1 Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule B attached hereto and made a part

hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

- 16.2 Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued Contractor. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.
- 16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule B of this Agreement.

ARTICLE 17. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

In compliance with New York State Labor Law Sec. 220-h all laborers, workers and mechanics employed in the performance of the work of this Agreement either by Contractor, sub-Contractor or other person doing or contracting to do the whole or part of the work herein described, shall be certified prior to performing any work as having successfully completed a course in construction safety and health approved by the U.S. Dept. of Labor OSHA that is at least ten hours in duration.

ARTICLE 18. NON-COLLUSIVE BIDDING

By execution of this Agreement, Contractor warrants, under penalty of perjury, that to the best of knowledge and belief; the prices communicated to the County in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition. Contractor warrants that it is in compliance with NYS General Municipal Law Sec. 103-d with regard to the prices of goods and services covered in this Agreement.

ARTICLE 19. NO WAIVER OF PERFORMANCE

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

ARTICLE 20. ACCOUNTING RECORDS

- 20.1 Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.
- 20.2 Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.
- 20.3 Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 21. NON-APPROPRIATIONS

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

ARTICLE 22. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 23. EXTRA WORK

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

ARTICLE 24. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE 25. LICENSES

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

ARTICLE 26. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

ARTICLE 27. HEADINGS – CONSTRUCTION

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

ARTICLE 28. NOTICES

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

ARTICLE 29. GOVERNING LAW

ARTICLE 30. ENTIRE AGREEMENT

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

ARTICLE 31. MODIFICATION

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

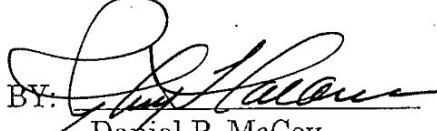
ARTICLE 32. EXECUTION OF DOCUMENTS

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

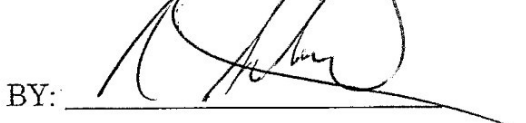
DATED: 10/15/18

COUNTY OF ALBANY

BY: 
Daniel P. McCoy
Albany County Executive
or
Philip F. Calderone
Deputy County Executive

DATED: 9/24/2018

NEW YORK STATE INDUSTRIES
FOR THE DISABLED, INC.

BY: 
Brian Schneider
VP, Contract Administration

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

On the ____ day of _____, 2018, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 16 day of October, 2018, before me, the undersigned, personally appeared Philip F. Calderone personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Michael J. Felli
NOTARY PUBLIC

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

On the 24 day of September, 2018, before me, the undersigned, personally appeared Brian Schneider personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

DONNA M WITKO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01W15081182
Qualified in Albany County 2021
My Commission Expires September 29, _____

[Signature]
NOTARY PUBLIC

SCHEDULE A
CONTRACTOR'S SPECIFICATIONS



Office of
General Services

ANDREW M. CUOMO
Governor

ROANN M. DESTITO
Commissioner

Delivered via e-mail

October 3, 2018

Mr. Brian Schneider
Vice President, Contract Administration
New York State Industries for the Disabled
11 Columbia Circle Drive
Albany, New York 12203

Re: Application #2376: Albany County – Janitorial, Graffiti Removal, Window Blind Cleaning, Floor Maintenance, and Carpet Cleaning Services at the Judicial Center- 6 Lodge Street, Albany, NY 12207
Member Agency: Second Chance Opportunities, Inc.

Dear Mr. Schneider:

In response to your application received on September 14, 2018, and, revised on September 27, 2018, we are approving the pricing proposed by Second Chance Opportunities, Inc., 255 Orange St., Albany, NY 12203 through the New York State Industries for the Disabled. This Contract is let by Albany County, 112 State St., Albany, NY 12207. The pricing is reasonable and approval is made in accordance with Section 162 of the New York State Finance Law.

NYSID and Albany County are advised that this office has not reviewed the Contract terms and conditions of the existing agreement between the parties and has made no determination with regard to the necessity and appropriateness of the provisions of this Contract.

Approval Terms:

1. Janitorial, Graffiti Removal, Window Blind Cleaning, Floor Maintenance, and Carpet Cleaning Services to be performed at the Judicial Center- 6 Lodge Street, Albany, NY 12207 as specified.
2. Proposed Price: Total estimated contract price, including optional extensions, is \$639,802.91 based on:
Year 1: \$121,705.80
Year 2: \$125,136.20
Year 3: \$130,986.97
Year 4 (Optional Extension): \$130,986.97
Year 5 (Optional Extension): \$130,986.97
Total Direct Labor Hours – 5,804.93/1,950 = 2.98 FTEs
Total Direct Disabled Labor Hours – 5,804.93/1,950 = 2.98 FTEs
The Direct Disabled Labor Ratio is 100%
3. New Term: Three years from date of contract execution with two one-year renewal options

Future increases to Prevailing Wages and Benefits will be determined and become effective as published by the NYS Department of Labor.

This letter serves notice to Albany County that the New York State Office of General Services approves the pricing for this Contract.

Sincerely,

John Normile, Assistant Director of Intergovernmental Relations
NYS OGS Preferred Source Team

TO: Brian Schneider
DATE October 3, 2018

Page 2

Cc: S. Carroll OGS
S. Filburn OGS
J. Dorsman OGS
J. Messina NYSID
M. Hartman NYSID
R. Nadal NYSID
P. O'Neil Albany County
K. Storm Albany County



Request for Price Concurrence

Date Sent: October 21, 2020
 Contracting Agency: Albany County
 Customer Contact: Pam O'Neill
 Job Title: Deputy Purchasing Agent
 Street Address: 112 State St.
 City, State Zip: Albany, NY 12207
 Phone: 518-447-7139 Fax# _____ E-Mail: Pamela.O'Neill@albanycountyny.gov

PLEASE UPDATE
INFORMATION IF
NEEDED

Member Agency: Second Chance Opportunities, Inc.
 Service: Janitorial
 Location: Judicial Center, 6 Lodge St. Albany NY 12207
 Proposed Price: \$137,394.78/Year \$11,449.56/month
 If a Renewal, Current Contract # 3801 - Resolution No. 435 of 2017 - Judicial
 Proposed Term: 1/1/2021-12/31/2021 - 1 of 2 renewal options

This form is not a contract; it is only an acknowledgment of your concurrence to the above proposed price. If requested, a cost analysis can be provided for your review documenting proposed cost of service.

Please Note: All contracts with NYS Prevailing Wage Schedules issued on or after 8/1/2010 must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the annual NYS Department of Labor Published Prevailing Wage Schedules. All contracts with NYC Prevailing Wage Schedules must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the NYC Comptrollers Published Prevailing Wage Schedule.

Contract Notes: Annual PW Adjustments as published by NYS DOL

If you are in agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for price approval if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

New York State Industries for the Disabled, Inc.
 ATTN: Maye, Kathy
 11 Columbia Circle Drive
 Albany, NY 12203-5156

E-mail: kmaye@nysid.org
 Phone: 518-463-9706
 Ext.: 292
 Fax: _____

NYSID Account Representative
 Erickson, Sara

Authorized Signature: _____
 Printed Name: _____
 Job Title: _____
 Date: _____

David M. Latorja
 Comptroller of the State
 10/21/2020

☐ See attached documents in lieu of signed form

Term	Projected PW	
	Curent Cost	Adjustment
Jan.	\$11,449.56	
Feb.	\$11,449.56	
Mar.	\$11,449.56	
Apr.	\$11,449.56	
May	\$11,449.56	
June	\$11,449.56	
July		\$12,022.04
Aug.		\$12,022.04
Sept.		\$12,022.04
Oct.		\$12,022.04
Nov.		\$12,022.04
Dec.		\$12,022.04
		\$140,829.60

RESOLUTION NO. 435

**AUTHORIZING AGREEMENTS WITH NEW YORK STATE INDUSTRIES
FOR THE DISABLED REGARDING CUSTODIAL SERVICES AT THE
JUDICIAL CENTER AND FAMILY COURT BUILDINGS**

Introduced: 11/13/17

By Public Works Committee:

WHEREAS, The Commissioner of the Department of General Services has requested authorization to enter into agreements with NYSID regarding custodial and janitorial services at the Judicial Center in an amount not to exceed \$379,211 and the Family Court building in an amount not to exceed \$392,925 for the term commencing January 1, 2018 and ending December 31, 2021, with two additional one-year renewal options, and

WHEREAS, It was indicated that the NYS Unified Court System will reimburse the County for said services during the term and any additional one-year renewal options, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into agreements with NYSID regarding custodial and janitorial services at the Judicial Center in an amount not to exceed \$379,211 and the Family Court building in an amount not to exceed \$392,925 for the term commencing January 1, 2018 and ending December 31, 2021, with two additional one-year renewal options, 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.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

MARTIN V. MCCLUNE
DEPUTY COMMISSIONER

October 23, 2020

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

Re: Contract Authorization

Dear Chairman Joyce:

The Department of General Services requests authorization to exercise the renewal option of Resolution 143 of 2018 adopted April 9, 2018 with CT Male Associates Engineering, Surveying, Architecture, Landscaping Architecture and Geology, D.P.C. for Professional Architectural and Engineering Services for various Albany County projects.

The original term was May 1, 2018 through April 30, 2020 with a renewal option of one (1) year.

The term of this renewal will commence on May 1, 2020 through April 30, 2021. The cost of these services will be covered under bond number HKUY.

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

Sincerely yours,

David M. Latina
Commissioner

DML:alb
Enclosure(s)

cc: Honorable Dennis Feeney, Majority Leader
Honorable Frank Mauriello, Minority Leader
Arnis Zilgme, Minority Counsel
Rebekah Kennedy, Majority Counsel



Legislation Text

File #: TMP-2057, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Request for Contract Renewal with CT Male Associates

Date: October 23, 2020
Submitted By: David M. Latina
Department: General Services
Title: Commissioner
Phone: 518-447-7210
Department Rep.
Attending Meeting: Commissioner Latina

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

CT Male Associates Engineering, Surveying, Architecture, Landscaping Architecture and Geology, D.P.C
50 Century Hill Drive Latham, NY 12110

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$300,000.00

Scope of Services: Professional Architectural and Engineering Services for various Albany County projects

Bond Res. No.: 569-2018, 148-2019

Date of Adoption: 12-03-2018, 04-08-2019

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

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

Appropriation Account and Line: A1620-4046
Appropriation Amount: \$300,000.00

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) May 1, 2020 - April 30, 2021
Length of Contract: 12 months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 143 of 2018
Date of Adoption: April 9, 2018

Justification: (state briefly why legislative action is requested)

The Department of General Services requests authorization to exercise the renewal clause of Resolution 143 of 2018 adopted April 9, 2018 with CT Male Associates Engineering, Surveying, Architecture, Landscaping Architecture and Geology, D.P.C. for Professional Architectural and Engineering Services for various Albany County projects. The current agreement allows for a one year renewal with the same rates and prices. The term of this renewal is May 1, 2020 through April 30, 2021.

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

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

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

WITNESSETH

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

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

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

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

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

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFP, which is incorporated by reference and made a part hereof; and the Proposal, which is incorporated by

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

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFP; 3) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

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

2.1.1 Architectural and Engineering Term Services

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

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

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

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

2.1.2 Consultant Services

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

ARTICLE 3. COMPENSATION

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

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

ARTICLE 4. PAYMENT

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

ARTICLE 5. TERM OF THE AGREEMENT

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

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

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

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

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

ARTICLE 7. ASSIGNMENT

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

Services during the planning phase:

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

Services during the design phase:

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

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

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

written consent of the County.

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

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

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

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

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

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

ARTICLE 16. INSURANCE

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

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

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

ARTICLE 17. NO WAIVER OF PERFORMANCE

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

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

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

ARTICLE 20. HEADINGS - CONSTRUCTION

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Consultant agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Consultant or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. EXTRA WORK

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

ARTICLE 25. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

ARTICLE 26. STORMWATER MANAGEMENT PROGRAM

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

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

ARTICLE 27. MISCELLANEOUS PROVISIONS

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

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

27.3 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

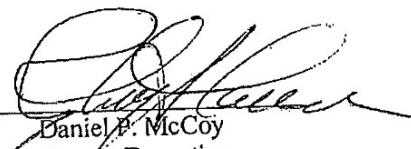
27.4 The County shall bear no responsibility other than that set forth in this Agreement.

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

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

COUNTY OF ALBANY

DATED: 5/29/18

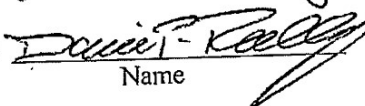
BY: 
Daniel P. McCoy
County Executive

or

Philip F. Calderone, Esq.
Deputy County Executive

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

DATED: 5/11/18

Daniel P. Reilly
BY: 
Name

chief operating officer
Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2018, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 29 day of May, 2018, before me, the undersigned, personally appeared Philip F. Calderone, Esq. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Michael A. Lalli
Notary Public

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

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

On the 11th day of May, 2018, before me, the undersigned, personally appeared Daniel P. Rerilly, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Alice M. Benamati
Notary Public

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

SCHEDULE A INSURANCE COVERAGE

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

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

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

4. **Professional Liability Insurance:** A policy or policies of professional liability insurance with limits of not less than \$4,000,000.

RESOLUTION NO. 143

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

Introduced: 4/9/18

By Public Works Committee:

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

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

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

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

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

Adopted by unanimous vote. 4/9/18



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

November 1, 2020

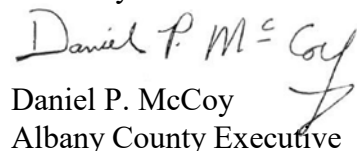
Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

The New York State Office of General Services is interested in installing electric vehicle charging stations in the parking lot located at 304 Madison Avenue, known as the Cathedral Parking Lot. In order to do so, National Grid needs to upgrade the utility poles located in the lot, which requires an Easement from Albany County. A map and the proposed easement are attached.

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

Sincerely


Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-2047, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Easement for the Installation of Electric Vehicle Charging Stations

Date: 10/16/2020
Submitted By: Lucas Rogers
Department: County Executive
Title: Policy Analyst
Phone: 518-447-5566
Department Rep.
Attending Meeting: Lucas Rogers

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Utility Easement

Contract Terms/Conditions:

Party (Name/address):

NIAGARA MOHAWK POWER CORPORATION

300 Erie Boulevard West, Syracuse, New York 13202

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$1

Scope of Services: Easement to upgrade utility infrastructure for the installation of charging stations

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☐ No ☒

Anticipated in Current Budget: Yes ☐ No ☒

County Budget Accounts:

Revenue Account and Line:

Click or tap here to enter text.

Revenue Amount:

Click or tap here to enter text.

Appropriation Account and Line:

Click or tap here to enter text.

Appropriation Amount:

Click or tap here to enter text.

Source of Funding - (Percentages)

Federal:

Click or tap here to enter text.

State:

Click or tap here to enter text.

County:

Click or tap here to enter text.

Local:

Click or tap here to enter text.

Term

Term: (Start and end date)

Click or tap here to enter text.

Length of Contract:

Click or tap here to enter text.

Impact on Pending Litigation

Yes ☐ No ☐

If yes, explain:

Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number:

Click or tap here to enter text.

Date of Adoption:

Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The New York State Office of General Services is interested in installing electric vehicle charging stations in the parking lot located at 304 Madison Avenue, known as the Cathedral Parking Lot. In order to do so, National Grid needs to upgrade the utility poles located in the lot which requires an Easement from Albany County. A map and the proposed easement are attached.

GRANT OF EASEMENT

COUNTY OF ALBANY, A MUNICIPAL CORPORATION OF THE STATE OF NEW YORK of 112 State Street, Albany, New York 12207 (hereinafter referred to as “Grantor”), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter referred to as “Grantee”), for Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the “Easement”) in, under, through, over, across, and upon the Grantor’s land, as described in Section 2 below (the “Grantor’s Land”).

Section 1 – Description of the Easement. The “Easement” granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

- a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the “Facilities”), which the Grantee shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes, by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across that portion of the Grantor’s Land described in Section 3 below (the “Easement Area”), and the highways abutting or running through the Grantor’s Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;
- b. From time to time, without further payment therefore, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees and vegetation adjacent to the Easement Area that, in the opinion of the Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width;
- c. Excavate or change the grade of the Grantor’s Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantee will, upon completion of its work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and
- d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor’s Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 – Description of Grantor’s Land. The “Grantor’s Land” is described in a certain Deed recorded in the Albany County Clerk’s Office in Liber 1829 of Deeds at Page 311 and consists of land described as being part of Tax Parcel No. 76.10-1-10 of the City of Albany, County of Albany, New York, commonly known as 304 Madison Avenue.

Section 3 – Location of the Easement Area. The “Easement Area” shall consist of a portion of the Grantor’s Land 20 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, “WR 29714241,” which sketch is attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

Section 4 – Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

Section 5 – General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee’s prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantee shall quietly enjoy the Grantor’s Land; and the Grantor will forever warrant title to the Grantor’s Land.

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this _____ day of _____, 20____.

COUNTY OF ALBANY

By: _____ (L.S.)

Title: _____

State of _____)

ss:

County of _____)

On the ____ day of _____ in the year 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Complete for ALL Grantors: Please print name and address of Grantor(s) (If Grantor is other than an individual(s), print name and address of Company and include name and title of signer):

Name(s):		Address:	112 State Street			
Company:	County of Albany	City/Village/Town:	Albany			
Title:		State:	NY	Zip Code:	12207	

For County Clerk Only:

PLEASE RECORD & RETURN TO:

National Grid
Attention: Halina Gajewski
Right of Way & Survey Engineering
1125 Broadway
Albany, NY 12204

WR# 30-20-9714241(7101)

