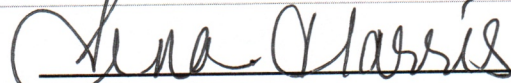
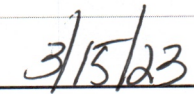


Albany County Request for Contract Approval

Contract #	2023-938
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	
Department	A3110 - Sheriff
Date Submitted	Wednesday, March 15, 2023
Contact Person	Harris, Tina
Contact Phone	1 (518) 487-5435
Vendor Info	Tyler Technologies 5949 SHERRY LANE, SUITE 1400 , DALLAS, TX 75225
Estimated Amount	\$39,524.63
Estimated Term	4/1/2023 to 3/31/2026
Scope of Services	Software Maintenance/Support FOR CIVIL SERVICE 04/01/23-03/31/26
Budget Line Item	AA3110 - 44070 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A


Budget Analyst


Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

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

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

Date: March 20, 2023

To: Contract Administration Board (CAB)

From: Craig D. Apple Sr., Sheriff

Subject: Software-Civil Unit
Preventative Maintenance & Support

Briefly, this request is enter into an agreement between Albany County Sheriff's Office and Tyler Technologies whereas this is a renewal of annual maintenance and support service to CivilServe for the civil unit at the Sheriff's Office.

Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman
Hon. Bruce A. Hidley, County Clerk



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at 5101 Tennyson Parkway, Plano, Texas 75024 ("Tyler") and Albany County, NY through its Sheriff's Office ("Client").

WHEREAS, Tyler and the Client are parties to a Maintenance and Support Services Agreement dated June 2, 2020 ("Agreement"); and

WHEREAS, Tyler and Client desire to extend the Term of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Pursuant to Section 8.1 of the Agreement, the Agreement is hereby extended for three (3) additional one (1) year terms, commencing April 1, 2023 and continuing through March 31, 2026, by mutual agreement of the parties.
2. As of April 1, 2023, Schedule 1 of the Agreement is hereby replaced with the new Schedule 1 attached to this Amendment as Exhibit 1. Maintenance and support fees for the annual term commencing April 1, 2023, in the amount set forth in Exhibit 1, shall be due on the Amendment Effective Date. Subsequent maintenance and support fees shall be invoiced annually in advance at the rates set forth in Exhibit 1, in accordance with the terms of the Agreement as modified by this Amendment.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Albany County, NY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____





Exhibit 1

New Schedule 1 to Maintenance and Support Services Agreement

Maintenance & Support			
Software	4/1/2023 – 3/31/2024	4/1/2024 – 3/31/2025	4/1/2025 – 3/31/2026
CivilServe Annual Support	\$12,537.55	\$13,164.43	\$13,822.65
Totals			
Total Annual M&S	\$12,537.55	\$13,164.43	\$13,822.65
(M&S Fees due annually in advance)			

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Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
020-141275	03/01/2023	1 of 1

Questions:
Tyler Technologies- Courts & Justice
Phone: 1-800-772-2260 Press 2, then 3
Email: ar@tylertech.com



Bill To: ALBANY COUNTY SHERIFF'S OFFICE
HON CRAIG D APPLE
16 EAGLE STREET COURTHOUSE - ROOM 79
ALBANY, NY 12207

Ship To: ALBANY COUNTY SHERIFF'S OFFICE
HON CRAIG D APPLE
16 EAGLE STREET COURTHOUSE - ROOM 79
ALBANY, NY 12207

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
1007 - 11949 - 11949	105020		USD	NET30	03/31/2023

Date	Description	Units	Rate	Extended Price
Contract No.: ALBANY COU				
	CivilServe Annual Support	1	12,537.55	12,537.55
Maintenance: Start: 01/Apr/2023, End: 31/Mar/2024				

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	12,537.55
Sales Tax	0.00
Invoice Total	12,537.55

Albany County Request for Contract Approval

Contract #	2023-943
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A3110 - Sheriff
Date Submitted	Monday, March 20, 2023
Contact Person	Harris, Tina
Contact Phone	1 (518) 487-5435
Vendor Info	Bulldog Fire Apparatus of NY Inc. 420 West Railroad Street, Nesquehoning , PA 18240
Estimated Amount	\$62,000.00
Estimated Term	3/20/2023 to 3/19/2024
Scope of Services	Purchase a used ambulance for the Albany County Sheriff's EMS Unit
Budget Line Item	AA3110 - 22400 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

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

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

Date: March 20, 2023
To: Contract Administration Board (CAB)
From: Craig D. Apple Sr., Sheriff
Subject: RFB 2023-031

Briefly, this request is enter into an agreement between Albany County Sheriff's Office and Bulldog Fire Apparatus of NY, Inc. to purchase a 7006 GMC PL Custom 4x2 Type I Ambulance for the Sheriff's EMS unit. This vendor was the sole bidder.

Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman
Hon. Bruce A. Hidley, County Clerk

BID FORM

BID IDENTIFICATION:

Title: Purchase of Used Ambulance
Bid Number: 2023-031

Used Ambulance
2006 or newer GMC or Equivalent

\$ 62,000.00 US Dollars

Mileage

67,600 miles

Year, Make, and Model being provided

2006 GMC PL Custom 4x2 Type I Ambulance

COMPANY: Bulldog Fire Apparatus of NY, Inc.

ADDRESS: 4255 Albany St.

CITY, STATE, ZIP: Albany, NY 12205

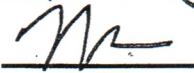
TEL. NO.: (508) 277-1389

FAX NO.: (518) 785-1794

FEDERAL TAX ID NO.: 82-2528938

REPRESENTATIVE: Marc G. Mazza

E-MAIL: mmazza@bulldogfa.com

SIGNATURE AND TITLE  Vice President of Sales

DATE March 2, 2023

FEIN # 82-252-8938

Mar G. Mazza

Printed Name



Signature

March 2nd 2023

Date



Bulldog Fire Apparatus
4255 Albany Street - Albany NY 12205
(800) 394-5593 [Phone]

TAX ATTESTATION

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that Bulldog Fire Apparatus, to my best knowledge and belief, has filed all state returns and paid all state taxes required by law.

Marc Mazza (Vice President of Sales)

82-2528938

Federal Identification Number



Bulldog Fire Apparatus
4255 Albany Street – Albany NY 12205
(518) 785-0900 [Phone]

Bulldog Fire Apparatus is the designated Regional sales and service center for KME Fire Apparatus, Ferrara Fire Apparatus, Fouts Brothers, and Ward LaFrance in the states of Massachusetts, Connecticut, Rhode Island, Vermont, New Hampshire, Maine, and New York. Bulldog traces its heritage back to the E.J. Murphy Company that was founded by Ed Murphy in 1980. In 2005 Jeffrey R. Mazza purchased the E.J. Murphy Company and renamed the organization Bulldog Fire Apparatus. Throughout all of those years Byron Brooks has been the principle manager with over 45 years of experience in the world of fire apparatus sales and service to his credit. In 1975 Mr. Mazza started his working career as a certified welder and fabricator of fire trucks for the old Continental Fire Truck Company located in Hopkinton, MA not far from the current location of Bulldog in Woodville, MA.

Bulldog Fire Apparatus Inc. of New York maintains an outside sales staff of seventeen-(17) individuals and a shop staff that includes twelve-(12) shop technicians (4 of whom are EVT certified and 1 ASE certified) and three-(3) parts department staff.

Jeffrey R. Mazza

Dealer Principal and CEO —Bulldog Fire Apparatus

Former AWS Certified Welder

13 years of experience in fire apparatus fabrication, sales and service

Ric Reaman

Chief Financial Officer – Bulldog Fire Apparatus

Former CFO of Kovatch Mobile Equipment (KME)

20+ years' experience in fire apparatus manufacturing, sales, and repair

John Cameron

General Manager – Bulldog Fire Apparatus (NY)

20+ years' experience in truck / fire apparatus repair

Bulldog Fire Apparatus maintains full factory service centers in Woodville, Massachusetts, Bozrah, Connecticut and Latham, New York. Our sales and service center in Latham, New York has a staff of factory personnel led by John Cameron, with 20 years of service experience, who has seen to the smooth operation and full service capabilities of the New York center since its inception. The Latham, New York branch includes all Bulldog activities in Berkshire County, Massachusetts due to its close proximity to Western Massachusetts customers. However, all Massachusetts customers are free to choose which service facility best meets their needs.

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

Vice President of Sales

Title

Bulldog Fire Apparatus of NY, Inc.

Company Name

3-7-2023

Date



CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this Bid or proposal is genuine and has been made and submitted in good faith and without collusion or fraud, with and other bidder or person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals. We further certify that we have not colluded, conspired, connived or agreed (directly or indirectly) with any bidder or person to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner sought by agreement or collusion, communication or conference with any person to fix the bid price of the bidder or any other bidder from the written contract, or to fix any overhead, profit or cost element of said price, or that of any other bidder, or to secure any advantage against the owner, or any other person interested in the proposed contract; and that all statements contained in said bid are to the best of our knowledge true; and further, that the bidder has not, prior to the official opening of the bid, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof, or to any person who is not an employee of the bidder, except the Surety which furnished bid security or to a financial institution which provided a lease/ purchase proposal which is part and parcel of this bid.

Marc Mazza (Vice President of Sales)

Authorized Officer

A handwritten signature in dark ink, appearing to be "Mazza", written over a horizontal line.

Authorized Signature

BULLDOG FIRE APPARATUS

Name of Business

82-2528938

Federal Identification 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.

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

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME <i>Bulldog Fire Apparatus of NY, inc.</i>		3. IDENTIFICATION NUMBERS a) FEIN # <i>92-2528938</i> b) DUNS # <i>011010693</i>	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: <i>Not applicable</i>		5. WEBSITE ADDRESS (if applicable) <i>bulldogfireapparatus.com</i>	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>17 Winter St. Woodville, MA 01784</i>		7. TELEPHONE NUMBER <i>(508) 435-4200</i>	8. FAX NUMBER <i>(508) 435-0250</i>
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> <i>4255 Albany St. Albany, NY 12205</i>		10. TELEPHONE NUMBER <i>(800) 394-5593</i>	11. FAX NUMBER <i>(518) 785-1744</i>
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name <i>Mar G. Mazza</i> Title <i>Vice President of Sales</i> Telephone Number <i>(508) 277-1389</i> Fax Number <i>(518) 785-1744</i> e-mail <i>mmazza@bulldogfa.com</i>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME <i>Jeffrey R. Mazza</i>	TITLE <i>President / CEO</i>	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: 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			

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

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

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

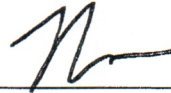
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

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

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

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

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



Signature

Vice President of Sales
Title

March 2, 2023
Date

Bulldog Fire Apparatus of NY, Inc.
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 _____

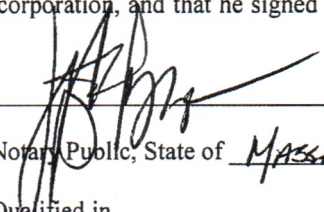
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Albany) SS.: 82-2528938

On this 2nd day of March, 20023, before me personally appeared Mark G. Mazza to me known, who, being by me sworn, did say that he resides at (give address) 425 Albany St. Albany, NY 12205; that he is the (give title) Vice President of Sales of the (name of corporation) Bulldog Fire Apparatus of NY, Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.


Notary Public, State of Massachusetts

Qualified in _____

Commission Expires March 13, 2026

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____



APPARATUS PROPOSAL

March 16th, 2023

Bulldog Fire Apparatus hereby proposes to furnish to Albany County Sheriff's Department the following PL Custom Type I rescue apparatus and equipment to be built in accordance with the attached specifications, whether purchase is made via Bulldog contract or customer purchase order.

Quantity: One-(1) 2006 PL Custom Type I Used Rescue Apparatus
For the sum of **Sixty-Two Thousand 00/100 US Dollars**. (Plus applicable taxes if any)

CONTRACT TOTAL FOR ONE-(1) UNIT- \$62,000.00 US DOLLARS

Delivery is to be made subject to all clauses of the attached contract, within approximately **thirty-(30) calendar days after receipt of signed sales contract agreement**. Bulldog Fire Apparatus will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state or local government action, fire, flood or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, parts or supplies, or any other causes or circumstances beyond the reasonable control of Bulldog Fire Apparatus which prevent or hinder manufacturing and/or delivery of the proposed apparatus. Bulldog Fire Apparatus reserves the right to withdraw this proposal, if not accepted within **ninety-(90)** days from the above date is hereby acknowledged.

Respectfully submitted by,

Marc Mazza (Vice President of Sales)

Subject: Bid Proposal specification for one-(1) 2006 PL Custom Used Rescue Apparatus
Customer: Albany County Sheriff's Department
Dealer: Bulldog Fire Apparatus of New York, Inc.
Salesman: Marc G. Mazza
Date: March 2nd, 2023



Proposed Apparatus Model Year: 2006

Chassis Make and/or Model - GMC

Exact Mileage – 67,600 miles

UNIT SPECIFICATIONS: Bulldog Fire Apparatus of New York, Inc. shall provide one-(1) 2006 GMC PL Custom 4x2 Type I Ambulance built to the following specifications:

- General Motors 6.6-liter, 6GMXHO6.6591, Diesel
- GVWR 17,500lbs
- GAWR Front 7,000lbs
- GAWR Rear 13,500lbs
- 4x2
- Power Windows
- Power Locks
- Power Steering/Power Brakes
- Tilt Steering/Cruise Control
- Automatic Transmission
- Air Ride Rear Suspension
- Air horns
- Plymovent exhaust tailpipe backing plate
- Chrome Wheels
- Diamond Plated side steps
- Aluminum Diamond Plated Rear Step
- Whelen LED Light Package
- Custom Radio Console
- Back Up Camera
- Walk-Through Box
- Universal Oxygen Bottle Rack
- Kussmaul Auto Elect
- On Board Inverter
- On Board Suction
- Multiple Oxygen Ports
- 67,600 Miles
- Safety Inspected & Serviced



AGREEMENT OF SALE FOR FIRE APPARATUS

This agreement made by and between **Bulldog Fire Apparatus of New York Inc., of 4255 Albany Street Albany, NY** (Company) and:

Albany County Sheriff's Office

(Legal Name of Buyer)

112 State Street

(Address)

Albany

(City)

New York

(State)

12207

(Zip / Postal Code)

BUYER INFORMATION: Please select one-(1) option below

Municipal Corporation: _____

Non-Profit Corporation: _____

Business Corporation: _____

Sole Proprietorship: _____

Other (specify): _____

State of Incorporation: _____

Date of Incorporation: _____

1. ACCEPTANCE: Company agrees to sell and Buyer agrees to purchase the fire apparatus ("Apparatus") described in the Specifications incorporated as Exhibit A of this contract, as may be amended in writing, and the equipment listed herein, all in accordance with the terms and conditions of the contract.

2. DELIVERY SCHEDULE: The Apparatus shall be ready for delivery F.O.B. **Albany County Sheriff's Office** at approximately **thirty-(30) days from receipt of signed sales contract agreement**, subject to extension due to changes made by Buyer or in accordance with Sections 3 and 4 below.

A predelivery inspection **MUST** be completed as scheduled seven-(7) days from delivery of the proposed apparatus. Note: time will be added to delivery schedule for delays in timely meetings and signed changes to original specifications.

In order to establish a stable design, procurement, and delivery schedule, a Buyer change order cut-off will be enforced upon receiving the confirmed order and confirmed upon by the buyer at the conclusion of the predelivery inspection. Changes in major components, configuration, or other items that may change the major components or configuration, (body compartments and body, chassis) will not be allowed after the contract execution date.

If inability to obtain exclusive or brand name materials causes completion or delivery problems, the Company will advise the Buyer of said problem. The Company resolves to examine alternative sources of said material. Material substitutions will be mutually agreed upon by the Buyer and the Company.

Delivery will be made by Company to Buyer and the apparatus will remain covered under the insurance of the Company until the apparatus is delivered to and accepted by the Buyer. Upon delivery, Buyer will have the right to inspect the apparatus and provide the Company with notice of any defects. Buyer reserves the right under this Section to re-inspect the apparatus upon re-delivery and the same terms will apply.

. **CONTINGENCIES:** The Company cannot be held liable for penalties and/or delays due to strikes, failures to obtain materials, fires, accidents, force majeure, or any other causes beyond the Company's control. In the event of a delay the Company will provide the Purchaser written notice of the expected delay and give reason for said delay.

4. CHANGE ORDERS: Changes to the contract may be requested by the Buyer after the execution of the contract according to Section 2 of this document. Changes will be reviewed for cost and schedule impact by the Company. Changes will be sequentially numbered. Change Orders will be prepared by the Company and executed by the Buyer. The price of the apparatus will be adjusted to take into account any Change Orders. Any and all Change Orders will extend the completion and delivery of the apparatus.

5. PERFORMANCE BOND: As part of the Company's obligations under the terms of this Agreement, the Company may provide a Performance Bond in a form that is acceptable to Buyer and its insurer for an amount equal to 100 % of the contract price. The Buyer will not be required to make any payment hereunder until such Bond is provided by the Company and approved by Buyer's insurance agent. In the event no payment is due until after final delivery and acceptance of the apparatus, Buyer, in its sole discretion may waive the need for the Performance Bond. If no performance bond is required, check here: X

6. SPECIFICATIONS: The Company agrees that all material and workmanship in and about this apparatus will comply with the specifications, made a part of this contract.

7. WARRANTY: Will be as proposed in the attachment "A" Bulldog specification, made as part of this contract.

8. PRICE: The Buyer will pay, as a purchase price for the apparatus, the sum of : \$62,000.00 US Dollars /

ixty-Two Thousand 00/100 US Dollars

This price includes the following taxes:

Any applicable taxes not specifically noted above will be paid by the Buyer directly or will be added to the Purchase Price and paid by Company. If Buyer claims exemption from any tax, Buyer agrees to promptly furnish the applicable exemption certificate(s) and to indemnify and save Company harmless from any such tax, interest or penalty, which may at any time be assessed against Company as a result of this transaction.

9. TERMS OF PAYMENT:

a) Terms of payment shall be:

\$62,000.00 US Dollars

b) Check applicable method of payment for remaining balance due: **Please select one-(1) option below**

☐ Cash/cash equivalent at time of delivery (Due upon final inspection)

☐ Progress Payment Sales Contract - Financing*

☐ Lease-Purchase Agreement - Financing*

* Lender/Leasing Company: _____

c) The purchase price payment reflects US dollars and does not include any authorized change orders which, if applicable, will be paid at time of final inspection and signed acceptance.

d) No payment of any amount will be made payable to a sales representative without written approval from the company.

e) It is agreed that the apparatus and equipment covered by this contract will remain the property of the Company and not be placed in service until the entire contract price has been paid in full.

f) A copy of the Buyer's tax-exempt certificate, if applicable, must be submitted with this signed contract.

10. FINAL INSPECTION: Bulldog Fire Apparatus of New York Inc. requires, and Albany County Sheriff's Office agrees, that the unit will be inspected and/or delivered within seven-(7) days of notice that the unit had been completed.

11. CANCELLATION: Execution of this sales contract agreement is contingent on public referendum approval. Upon completion of public referendum approval, this contract is not subject to cancellation by Buyer, unless for material breach by Company, except upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company and Company's anticipated profit.

12. WARRANTY: COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS), EXCEPT THOSE SET FORTH IN BULLDOG'S APPLICABLE PUBLISHED WARRANTY POLICIES AND PROCEDURES IN EFFECT UPON DATE OF ACCEPTANCE OF ORDER. BUYER WILL BE GIVEN AT TIME OF EACH PURCHASE THE DOCUMENT CONTAINING THE BULLDOG LIMITED WARRANTY IN FORCE AT THE TIME OF SUCH SALE. COMPANY IS NOT AUTHORIZED TO ASSUME FOR BULLDOG ANY ADDITIONAL WARRANTIES, OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THE SALE OF PRODUCTS COVERED BY THE AGREEMENT. COMPANY AND DEALER WILL PROMPTLY FULFILL THEIR RESPECTIVE OBLIGATIONS WITH RESPECT TO ANY WARRANTY CLAIMS.

13. TAG-ON / ADDITIONAL ORDERS: At its sole discretion, Bulldog Fire Apparatus may allow the terms of this contract to be extended to both the BUYER and similar agencies for the purchase of a similar unit(s) under similar terms for a period of 36 months from the date of the execution of this contract. Should the COMPANY choose to exercise this option, it will be permitted to adjust the contract pricing to account for equitable price adjustments associated with the change in the cost of the materials used to produce the unit as well as normal manufacturer yearly price increases. If there are any changes between the unit(s) purchased via this contract and any subsequent orders, those changes must be documented via properly signed and executed change orders, including any necessary price adjustments. If the purchasing agency is not the BUYER, a separate contract will be required to complete the additional purchases.

14. CHANGES IN COMMERCIAL SPECIFICATIONS: Specifications for all commercial components of the Apparatus, manufactured by companies other than Bulldog, are subject to change without notice. Specifications for such components will be as available at the time of manufacture of the Apparatus. Company shall not be liable for any specification deviations from original contract specifications on such components made by their original manufacturer.

15. CHANGES IN REGULATIONS / INDUSTRY STANDARDS: The Purchase Price is subject to adjustment for changes to the Apparatus necessitated by changes in applicable government regulations (such as FMVSS or Emissions Regulations), industry standards (such as NFPA Standards) replacement of discontinued models or components from vendors, or freight charges. Buyer is responsible for any cost increase due to such changes beyond company control.

16. GOVERNING LAW: This Agreement will be governed by and consummated in accordance with the laws of the State of New York without giving effect to principles of conflict of laws. Buyer and Company irrevocably and unconditionally agrees that any suit, action, or other legal proceeding arising out of or relating to this Agreement will be brought in a court of record of the State of New York, Albany County.

17. INDEMNIFICATION: Each Party agrees to indemnify the other for any damages, costs, expenses or liabilities, including legal fees and costs, to the extent allowable by law arising from or related to a breach of such Party's obligations hereunder.

This contract, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing signed by an authorized representative of each of the parties hereto.

EXPLANATION OF CONTRACT AMOUNT

BASE PROPOSAL PRICE: \$62,000.00 US DOLLARS

FINAL CONTRACT PRICE WITH OPTIONS: \$62,000.00 US DOLLARS

This contract, to be binding, must be signed by an officer of the Albany County Sheriff's Office or a person authorized, in writing, by the Albany County Sheriff's Office to do so.

IN WITNESS WHEREOF, the Buyer and the Company have caused this contract to be executed by their duly authorized representatives this ____ day of _____, 2023

Albany County Sheriff's Office

(Buyer's Legal Name)

By: _____
Signature

By: _____
Signature

Title: _____

Title: _____

This contract is not a valid and binding obligation until approved, dated and executed by Company. Delivery times begin with the date below.

ACCEPTED AND APPROVED BY REGISTERED REPRESENTATIVE:

By: _____
[NAME]

Title: _____

Date: _____

ACCEPTED AND APPROVED BY DEALER NAME:

By: _____
[NAME]

Title: _____

Date: _____

FEDERAL EXCISE TAX EXEMPTION CERTIFICATE – PLEASE SUPPLY FILLED OUT SALES TAX EXEMPTION

(For use by United States, Territories, District of Columbia, or Political subdivisions)

Date: _____

he undersigned hereby certifies he is:

_____ of _____ (United States, Territories, District of Columbia, or Political subdivision)

And that he is authorized to execute this certificate and that the article or articles specified in the accompanying order or on the reverse side hereof are purchased from Bulldog Fire Apparatus, for the exclusive use of

(United States, Territories, District of Columbia, or Political subdivision.)

It is understood that the exemption from tax in the case of sales or articles under this exemption certificate to the United States, States, etc. is limited to the sale of articles purchased for their exclusive use; and it is agreed that, if articles purchased tax free under exemption certificates are used otherwise, or are sold to employees or others, such fact must be reported to the Federal tax Office of the article or articles covered by this certificate. It is also understood that fraudulent use of this certificate to secure exemption will subject the undersigned and all guilty parties to a fine of not more than \$10,000.00 or to imprisonment for not more than five years, or both, together with costs or prosecution.

(Name or Organization)

By _____ (Signature)

SALES OR USE TAX EXEMPTION CERTIFICATE

Name of Buyer:

Address: _____

City

State

Zip

The above names business, holder of the following State permit number

Number: _____ State: _____

Respectively certifies that all tangible property purchased from Bulldog Fire Apparatus, Albany, New York is exempt from Sales of Use Tax for reason(s) checked below:

_____ Resale as tangible personal property _____ Governmental Unit or Instrumentality

_____ Non or Charitable Unit

_____ Other (Explain Fully) _____

Signature: _____ Title: _____

Date: _____ Federal excise tax and State Sales Tax will be added if the above form is not completed and signed.

COUNTY OF ALBANY

REQUEST FOR BIDS ALBANY COUNTY SHERIFF'S OFFICE



RFB #2023-031

PURCHASE OF USED AMUBLANCE

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

NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2023-031

Sealed Bids for Purchase of Used Ambulance as requested by Albany County Sheriff's office will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, March 16, 2023.

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 **March 2, 2023**.

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
February 24, 2023

PUBLISH ONE DAY – MARCH 2, 2023 -- THE EVANGELIST
PUBLISH ONE DAY – MARCH 2, 2023 -- THE TIMES UNION

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: Purchase of Used Ambulance RFB NUMBER: 2023-031

Receipt Confirmation Form

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

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

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

Company Name: Bulldog Fire Apparatus of New York, Inc.

Address: 4255 Albany Street

City: Albany State: Ny Zip Code: 12205

Contact Person: Marc G. Mazza

Title: Vice President of Sales

Phone Number: (508) 277-1289 Fax Number: (518) 785-1794 E-Mail: mmazza@bulldogfa.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 (check):

Fax Number: _____ E-Mail: ☒ - mmazza@bulldogfa.com

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

NON-BIDDER RESPONSE

RFB #2023-031

Purchase of Used Ambulance

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: _____

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: **Purchase of Used Ambulance**
- 1.2 Requesting Department: **Albany County Sheriff's Office**
- 1.3 Bid Number: **2023-031**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **Purchase of Used Ambulance** as requested by **Albany County Sheriff's Office**.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.
- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00am Thursday March 16, 2023** at the following address:

Pamela O Neill
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 This is a one time purchase.

SECTION 6: BID SECURITY

- 6.1 There will be no bid security requested for this bid.

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 No formal written Bidder Qualification questionnaire is being requested for this bid.
- 7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.
- 7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 8: Section not in use

SECTION 9: DISQUALIFICATION

9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:

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

9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

- (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
- (c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: Section not in use

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

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

SECTION 12: BID FORM

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

SECTION 13: EQUIVALENT GOODS

- 13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

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

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

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

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

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

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

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

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

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

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

- 16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.
- 16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

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

SECTION 18: PERFORMANCE BOND

- 18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

- 19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:
- (a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

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

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

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

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

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

SECTION 20: INDEMNIFICATION

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

intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

- 22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.
- 22.2 Albany County operates a formal Purchase Order System. Under **NO** circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor who delivers items which are not ordered, or who duplicates or overships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to Albany County.
- 22.3 All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in this Request for Bids, or as otherwise agreed upon between the vendor and the Purchasing Division.
- 22.4 Unless otherwise specified by the County, inside delivery is required. Some delivery locations are not equipped with loading docks and no additional compensation shall be paid to vendors for inside delivery at those locations.
- 22.5 Orders will be placed on an "as-needed" basis by Albany County departments. There are to be no minimum order amounts required. Bids stipulating minimum quantity or dollar value orders will not be considered.
- 22.6 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.
- 22.7 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

- 23.1 Cash discounts may be offered by a bidder for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low bidder.
- 23.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 24: EXTENSION OF BIDS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

- 24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.
- 24.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- 24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
- 24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)
- 24.6 The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized bid.

SECTION 25: MACBRIDE PRINCIPLES

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

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

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

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

SECTION 26: Section not in use

SECTION 27: Section not in use

SECTION 28: Section not in use

SECTION 29: ANTI DISCRIMINATION CLAUSE

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

the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

SECTION 30: Section not in use

SECTION 31: INTERPRETATION

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

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

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

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

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

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

SECTION 34: Section not in use

SECTION 35: Section not in use

Purchase of Used Ambulance/or equal

Albany County Sheriff's Office

Detailed minimum specifications

YEAR – 2006 or Newer

MAKE/MODEL - GMC

MILEAGE – 67,600

AMBULANCE INFO

2006 GMC PL Custom 4x2 Type 1 Ambulance

General Motors 6.6-liter, 6GMXHO6.6591, Diesel

GVWR 17,500lbs

GAWR Front 7,000lbs

GAWR Rear 13,500lbs

4x2

Power Windows

Power Locks

Power Steering/Power Brakes

Tilt Steering/Cruise Control

Automatic Transmission

Air Ride Rear Suspension

Air horns

Plymovent exhaust tailpipe backing plate

Chrome Wheels

Diamond Plated side steps

Aluminum Diamond Plated Rear Step

Whelen LED Light Package

Custom Radio Console

Back Up Camera

Walk-Through Box

Universal Oxygen Bottle Rack

Kussmaul Auto Elect

On Board Inverter

On Board Suction

Multiple Oxygen Ports

67,600 Miles

Safety Inspected & Serviced

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Purchase of Used Ambulance

Bid Number: 2023-031

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:
 - (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state) **None**

Date

Number

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

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

BF1

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
7. Communication concerning this Bid shall be addressed to:

Marc G. Mazza

4255 Albany st.

Albany, Ny 12205

Phone: (508) 277-1389 Fax: (518) 785-1794

E-mail: mmazza@bulldogfa.com

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

Albany County Request for Contract Approval

Contract #	2023-972
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	SC) State Contract
Department	A1450 - Board of Elections
Date Submitted	Friday, March 31, 2023
Contact Person	Bledi, Rachel
Contact Phone	1 (518) 487-5070
Vendor Info	Arnoff Moving & Storage 10 Stonebreak Rd., Malta, NY 12020
Estimated Amount	\$39,665.56
Estimated Term	4/1/2023 to 12/31/2023
Scope of Services	The ALbany County Board of Election is seeking contract approval with Arnoff Moving & Storage to provide services for the pick-up, delivery and return of electronic voting machines for use by the electorate during the State and Local Primary Election, to be held on Tuesday, June 27, 2023, between the hours of 6:00 AM and 9:00 PM and the General Election, to be held on Tuesday, November 7, 2023 between the hours of 6:00 AM and 9:00 PM. In the tabulation of bids received for RFB #2023-040, NYS contract #79004, Award #23140, Arnoff was the sole bidder in the amount of \$39,665.56
Budget Line Item	AA1450 - 44046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



Albany County Board of Elections

COMMISSIONERS OF ELECTION
Rachel L. Bledi (R)
Kathleen Donovan (D)

260 S. PEARL ST.
ALBANY, NEW YORK 12202
OFFICE HOURS: 8:30 A.M. TO 4:30 P.M.
TELEPHONE: (518) 487-5060
FAX: (518) 487-5077
WWW.ALBANYCOUNTY.COM /VOTE/

DEPUTY COMMISSIONERS
Melissa Kermani (R)
Dave Cady (D)

MEMO

TO: The Contract Administration Board

FROM: Rachel Bledi, Board of Elections Commissioner
Kathleen Donovan, Board of Elections Commissioner

CC: Sameer Modasra, Budget Analyst, Department of Management and Budget

RE: 2023 Moving of Voting Machines

DATE: 03/30/2023

Please provide contract approval with Arnoff Moving & Storage to provide services for the pick-up, delivery and return of electronic voting machines for use by the electorate during the State and Local Primary Election, to be held on Tuesday, June 27, 2023, between the hours of 6:00 AM and 9:00 PM and the General Election, to be held on Tuesday, November 7, 2023 between the hours of 6:00 AM and 9:00 PM.

In the tabulation of bids received for RFB #2023-040, NYS contract #79004, Award #23140, Arnoff was the sole bidder in the amount of \$39,665.56



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Rachel Bledi, Commissioner
Kathleen Donovan, Commissioner

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: March 24, 2023

RE: Moving of the Voting Machines for the 2023 Primary and General Elections
NYS Contract Group#79004 Award#23140

I am in receipt of your recommendation to award the aforementioned to Arnoff Moving & Storage in the amount of \$39,665.56.

As Arnoff Moving & Storage is the lowest responsible and responsive bidder, I concur with your recommendation.

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

SCOPE OF SERVICES

The County of Albany is requesting proposals for the pick-up, delivery and return of its electronic voting machines for use by the electorate during the Local Primary, to be **tentatively held** on Tuesday, June 27, 2023 between the hours of 6:00 AM and 9:00 PM, and the General Election, to be held on November 7, 2023, between the hours of 6:00AM and 9:00 PM.

(a) In General: Albany County employs two (2) types of electronic voting machines: 1) a machine to mark the ballot, known as a ballot marking device (BMD), sold under the trade name of AutoMark; and 2) an optical scan machine used to scan and tabulate the paper ballots individually marked by the voting public, either by hand or by way of the AutoMark BMD, sold under the trade name of DS 200. These machines are placed, one opposed to the other, on opposite sides of a tube-frame push cart, sold under the trade name of Autocart. These push carts, and the machines which they carry, will be delivered to approximately 111 polling sites in the following thirteen (13) jurisdictions throughout the County of Albany: City of Albany (34 sites), City of Cohoes (8 sites), City of Watervliet (4 sites), Town of Berne (1 site), Town of Bethlehem (15 sites), Town of Coeymans (4 sites), Town of Colonie (21 sites), Town of Green Island (2 sites), Town of Guilderland (11 sites), Town of Knox (1 site), Town of New Scotland (5 sites), Town of Rensselaerville (3 sites) and Town of Westerlo (1 site). The names and locations of the polling sites are identified in the 2023 Machine Pick-Up and Drop-Off Schedules for the Primary and General Elections. The total number of Autocarts to be delivered for the Primary elections is 146; this number could fluctuate to a very slight extent depending on whether two or more poll sites are consolidated. The bid solicited hereby is for the pickup, delivery and return of the 146 Autocarts for the Primary Elections fully loaded with an optical scanner (DS 200), an AutoMark BMD, and peripheral supplies, devices, paper ballots and related election day paraphernalia. **All bidders will inspect a sample push cart, fully loaded, prior to submitting a bid and submit the site verification form fully executed with their bid submission.**

The machines are to be picked up at the County's central voting machine storage facility located at 260 S. Pearl St., Albany, New York 12202 for the Primary Elections and 260 South Pearl St, Albany, NY 12202 for the General. The machines are to be delivered to the individual election districts at the polling sites enumerated on the machine delivery schedule.

In each case, a representative of the Albany County Board of Elections shall accompany the drivers who deliver the machines to ensure the accessibility of the polling facility to which the machines are being delivered. The delivery of the machines shall be made in accordance with a strict time line commencing the Wednesday before the primary elections, and Wednesday before the general election, and will require that the vendor

have a **sufficient number of delivery vehicles and personnel to deliver and return the machines in a short time frame before and after each election.** In general, pick-up and delivery to the polling places will begin on the Wednesday preceding the primary and **Delivery of all machines must be completed the Friday before the primary election.** **Return of the machines to central storage shall commence the Wednesday after the Primary Election and shall continue until all machines are returned to the Albany County Board of Elections by end of the day for both primary and general elections.** In both instances, time is of the essence in the performance of the obligations under the contract. In the event of delays in programming ballot data into the machines because of legal proceedings to determine whether or not candidates' names are to be placed on the ballot, or for any other reason beyond the control of the County, the Contractor may be required to deliver all voting machines in less than three (3) days. If any such delay is occasioned, Contractor shall not be compensated therefor in an amount exceeding the bid price. The voting machines are available for inspection at the County's central storage facility Monday through Friday between the hours of 8:30 AM and 4:00 PM. To arrange for any such inspection, bidders may contact the Albany County Board of Elections at 518-487-5060.

(b) Labor, Equipment and Vehicles. Contractor must supply all labor necessary to load and unload the voting machines, and all equipment and apparatus required therefor, including padding for safeguarding the voting machines while in transit and straps for securing the machines to prevent their movement while in the delivery vehicle. **All delivery vehicles will be required to have a lift gate and be equipped with ramps for loading and delivery of machines.** *Bidders must demonstrate an acceptable history of moving voting machines or similar equipment pursuant to a demanding time schedule.*

(c) Documentation. Each piece of voting equipment will be plainly marked with the Ward and District for which it has been set up, and must be delivered to and placed in the voting room of the polling place of the specified election district and to no other location. When removing a voting machine from the central storage facility, the vendor's representative must sign for and acknowledge receipt of the voting machine on the designated control log. When delivering a voting machine to the specified polling site location and the particular room therein, the vendor's representative must complete the delivery log. Upon retrieval and return of the machine to the central storage facility, the vendor's representative must complete the retrieval log. Prior to reloading any truck for a subsequent delivery, all documents used in the preceding delivery must be returned to the person designated by the Board of Elections for that purpose.

(d) Right of Termination. The County of Albany reserves the right to terminate the contract resulting from this bid at any time upon the non-performance or unsatisfactory performance of work on the part of the vendor.

(e) Injury or Damage to Person or Property. Contractor shall be responsible for any and all injuries to persons and/or damage to property, including but not limited to damage to the County's voting machines, and to real and personal property at the various polling sites, that may be caused by or arise from Contractor's actions or inaction in performing its obligations under the contract to be awarded herein.

FACILITY SITE VISIT VERIFICATION FORM

I, Todd Stamber,
representing _____,

(name)

Academy Moving & Storage by personal examination of the
(company name)

specifications and review of the actual work to be performed at the

Albany Board of Elections Office at 26 South Pearl St. Albany
(facility name and address)

on Tuesday, March 21st 2023, at 10:15 am
(day and date) (time)

met with the facility manager or designated representative to comply with the
site visit verification requirement as stated in the Project Definition.

[Signature]
(company representative signature)
(date)

[Signature]
3/21/23

FOR THE AUTHORIZED USER'S USE ONLY

Print Name: _____

Title: _____

Signature: _____

BID PROPOSAL**BID IDENTIFICATION:**

Title: Moving of Voting Machines for Primary and General 2023 Elections
 Bid Number: 2023-040

Primary Election
 June 27, 2023

\$ 21,214.87
 (Total lump sum not to exceed cost)

General Election
 November 7, 2023

\$ 15,445.69
 (Total lump sum not to exceed cost)

***Vendors shall submit the NYS itemized price sheets along with this bid form of lump sum pricing.

COMPANY:

Arrow Moving & Storage

ADDRESS:

10 Stonebroke Rd

CITY, STATE, ZIP:

Malta NY 12020

TEL. NO.:

202-246-3094

FAX NO.:

516-426-4229

FEDERAL TAX ID NO.:

06-1122206

REPRESENTATIVE:

TUSAC STRAMBERG

SIGNATURE AND TITLE

Manager of Business Development

DATE

3/22/2023

CONTRACT NO. _____
(To be completed by Authorized User's)

Authorized User
Address
City, State, Zip Code

BID PROPOSAL FORM

NOTE: Bid Proposal Form must be completed and signed.

Arnold Murray & Son, Inc. Agrees to provide all necessary Moving Services in accordance with OGS Proposal No. 23140 for the price bid below. If the actual move is accomplished in less time and or with fewer employees/trucks that are provided for in the best and final quote, the final charges to the agency for all items affected **MUST** be adjusted downward to reflect the actual hours and/or employees/trucks. The Authorized User must verify the actual hours/employees and trucks used for each move. However, if the actual move requires more time and/ or more employees/trucks than provided for in the bid, the final charge **MAY NOT** be adjusted upward. That is, item hour, item rate and number of employee/truck charges **CANNOT** exceed those provided in response to the Authorized User's best and final quote. Exceptions where additional charges would be allowed may include but not be limited to: acts of God, building equipment malfunction, or police department/fire company blocking access to or egress from a building where a move is taking place. All such charges **MUST** be fully documented as to occurrence, location, time and duration and shall require the authorization of the Office of General Service Procurement Services Group or the Authorized User. Also it is **ABSOLUTELY NECESSARY** that every attempt be made to notify the agency representative of the problem during the actual occurrence. No charges shall be allowed for traffic delays that do not directly block access to the building. The Contractor further certifies that these prices do not exceed their bid in the initial OGS Proposal No. 23140 and resultant contract and any approved increases by Procurement Services Group.

Medium loading capacity van/truck shall mean any van with a box length of less than 24 feet. Large loading capacity van/truck shall mean any van with a box length of 24 feet or more. The word "truck" shall be interchangeable with "van" for the purposes of this offering.

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Albany BOE Nov General Deliveries&PickUp **Project #** 0

AUTHORIZED USER COMPLETES THIS SECTION

Project Definition - Date of Issue: March / 22 / 2023

Authorized User's Information:

Project Name: Albany BOE Nov General Deliveries&PickUp Project #
Entity: Albany Board of Elections
Contact Name: Pamela O'Neill
Phone Number: 518-447-7139

Key Events/Dates:

Site Visit Required: Yes
Date: 03/21/23 Time 10:15am
(If a Site Visit is required, please refer to the Site Visit tab to complete the form)
Project Definition Must be Returned by: Date: 03/24/23
Anticipated Project Start Date: 11/01/23

Current Site Location: Region: 4
Facility Name: Albany BOE Offices
Current Address: 260 South Pearl Street
County: Albany City: Albany Zip Code: 12202

New Site Location: Region: 4
Facility Name: Multiple sites
New Address: Multiple sites in Albany County
County: Albany City: Albany Zip Code: 12202

Optional Items

Enter a check mark if any of the Optional Items are required in the Project Definition (for services such as removing & installing shelves, etc.):

- ☐ Electrician
☐ Carpenter

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Albany BOE Nov General Deliveries&PickUp **Project #** 0

Description of Furniture/Equipment/Records to be Moved:

(List quantity & size) (Note: Press Alt+Enter to create a new line)

Delivery & pick up of 146 x DS 200 "All-inOne" voting machines per RFP 2033-040. THIS QUOTE DOES NOT INCLUDE POSSIBLE DELIVERY OF up to 50 x "On Demand Carts"

Pertinent Details:

(List any details that may affect the move such as expected delays, unusual circumstances or special equipment that may be required)

This quote has been prepared to address the delivery & recovery of voting machines for the Albany Board of Elections. Services dates for delivery of voting machines to your voting sites for the November General Election are November 1st, November 2nd & November 3rd, 2023. Service date for pick up of your voting machines for the General Election and return of same to your 260 South Pearl Street storage facility is Wednesday, November 8th, 2023. SPECIAL NOTES ON LABOR RATES BELOW: These rates are good for services addressed up to June 30th, 2023. A change of undergirding prevailing wage rates for labor is anticipated to be posted July 1st 2023. Thus, the labor rates below are subject to change after July 1st, 2023. Arnoff will advise.

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Albany BOE Nov General Deliveries&PickUp **Project #** 0

CONTRACTOR COMPLETES THIS SECTION

Contractor Name & PS #: Arnoff Moving and Storage, Inc.

Note: Hourly Rates offered in this Project Definition cannot exceed the Hourly Rates published by NYS OGS at https://www.ogs.ny.gov/purchase/snt/lists/gp_79004.asp

Supervisor (Mandatory to remain on-site during entire duration of the move)

Hourly Rate for each Supervisor = \$55.48
Number of Supervisors = 7 Number of Hours = 20.50
Total Amount (Supervisors) = \$7,961.38

Helper (Mover)

Hourly Rate for each Helper (Mover) =
Number of Helpers (Movers) = Number of Hours =
Total Amount (Helpers) = \$0.00

Packer

Hourly Rate for each Packer =
Number of Packers = Number of Hours =
Total Amount (Packers) = \$0.00

Driver

Hourly Rate for each Driver = \$42.26
Number of Drivers = 7 Number of Hours = 20.50
Total Amount (Drivers) = \$6,064.31

Medium Truck (Not including Driver)

Hourly Rate for Medium Truck = \$20.00
Number of Medium Trucks = 7 Number of Hours = 20.50
Total Amount (Medium Trucks) = \$2,870.00

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Albany BOE Nov General Deliveries&PickUp **Project #** 0

Large Truck (Not including Driver)

Hourly Rate for Large Truck =

Number of Large Trucks = Number of Hours =

Total Amount (Large Trucks) = \$0.00

Electrician and Carpenter Rate

(The hourly rate for either Electrician or Carpenter must be entered ONLY if the Authorized User required any of them in the Project Definition. The hourly rate to be entered should match the current Prevailing wage for that area at the time of the Project Definition's issue date. The Contractor will also enter the percentage (%) up charged (which cannot exceed the % shown within the contract's price pages).

Hourly Rate for Electrician =

% up charge for Electrician = Number of Hours =

Total Amount (Electrician) = \$0.00

Hourly Rate for Carpenter =

% up charge for Carpenter = Number of Hours =

Total Amount (Carpenter) = \$0.00

Overnight Storage of Furniture/Equipment/Records on Truck per Night

(Only where necessary, the Contractor could provide security overnight for truck storage of furniture, equipment and records being moved at the truck rate stated in the Contract).

Medium Truck Overnight Storage Rate = per Night

Number of Medium Trucks = Number of Nights =

Total Amount (Medium Truck Overnight Storage) = \$0.00

Large Truck Overnight Storage Rate = per Night

Number of Large Trucks = Number of Nights =

Total Amount (Large Truck Overnight Storage) = \$0.00

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Albany BOE Nov General Deliveries&PickUp **Project #** 0

Ancillary Items

<u>Item/Size</u>	<u>Unit Cost</u>	<u># of Units</u>	<u>Total Cost</u>
stabilizers (1 per truck per day)	\$100.00	14	\$1,400.00
survey/meeting fee	\$150.00	1	\$150.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total Amount (Ancillary Items) =			\$1,550.00

Project Definition's Total Cost =	\$18,445.69
--	--------------------

Print Name Todd C. Stromberg Date 03/22/23

Contractor Signature _____

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Albany BOE June Primary Deliveries&PickUp **Project #** 0

AUTHORIZED USER COMPLETES THIS SECTION

Project Definition - Date of Issue: March / 22 / 2023

Authorized User's Information:

Project Name: Albany BOE June Primary Deliveries&PickUp Project #
Entity: Albany Board of Elections
Contact Name: Pamela O'Neill
Phone Number: 518-447-7139

Key Events/Dates:

Site Visit Required: Yes
Date: 03/21/23 Time 10:15 AM
(If a Site Visit is required, please refer to the Site Visit tab to complete the form)
Project Definition Must be Returned by: Date: 03/24/23
Anticipated Project Start Date: 06/21/23

Current Site Location: Region: 4
Facility Name: Albany BOE Offices
Current Address: 260 South Pearl Street
County: Albany City: Albany Zip Code: 12202

New Site Location: Region: 4
Facility Name: Multiple sites
New Address: Multiple sites in Albany County
County: Albany City: Albany Zip Code: 12202

Optional Items

Enter a check mark if any of the Optional Items are required in the Project Definition (for services such as removing & installing shelves, etc.):

- ☐ Electrician
☐ Carpenter

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Albany BOE June Primary Deliveries&PickUp **Project #** 0

Description of Furniture/Equipment/Records to be Moved:

(List quantity & size) (Note: Press Alt+Enter to create a new line)

Delivery & pick up of 146 x DS 200 All-In One voting machines per RFP 2033-040

Pertinent Details:

(List any details that may affect the move such as expected delays, unusual circumstances or special equipment that may be required)

This quote has been prepared to address the delivery & recovery of voting machines for the Albany Board of Elections. Services dates for delivery of voting machines to your voting sites for the June Primaryl Election are Wednesday, June 21st, Thursday June 22nd & Friday, June 23rd, 2023. Service date for pick up of your voting machines for the Primary Election and return of same to your 260 South Pearl Street storage factily is Wednesday, June 28th, 2023. THIS QUOTE DOES NOT INCLUDE CONSIDERATION FOR POSSIBLE DELIVERY OF 50 x 'On Demand Carts'.

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Albany BOE June Primary Deliveries&PickUp **Project #** 0

CONTRACTOR COMPLETES THIS SECTION

Contractor Name & PS #: Arnoff Moving and Storage, Inc.

Note: Hourly Rates offered in this Project Definition cannot exceed the Hourly Rates published by NYS OGS at https://www.ogs.ny.gov/purchase/snt/lists/gp_79004.asp

Supervisor (Mandatory to remain on-site during entire duration of the move)

Hourly Rate for each Supervisor = \$55.48
Number of Supervisors = 7 Number of Hours = 21.50
Total Amount (Supervisors) = \$8,349.74

Helper (Mover)

Hourly Rate for each Helper (Mover) =
Number of Helpers (Movers) = Number of Hours =
Total Amount (Helpers) = \$0.00

Packer

Hourly Rate for each Packer =
Number of Packers = Number of Hours =
Total Amount (Packers) = \$0.00

Driver

Hourly Rate for each Driver = \$42.26
Number of Drivers = 7 Number of Hours = 21.50
Total Amount (Drivers) = \$6,360.13

Medium Truck (Not including Driver)

Hourly Rate for Medium Truck = \$20.00
Number of Medium Trucks = 7 Number of Hours = 21.50
Total Amount (Medium Trucks) = \$3,010.00

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Albany BOE June Primary Deliveries&PickUp **Project #** 0

Large Truck (Not including Driver)

Hourly Rate for Large Truck =

Number of Large Trucks = Number of Hours =

Total Amount (Large Trucks) = \$0.00

Electrician and Carpenter Rate

(The hourly rate for either Electrician or Carpenter must be entered ONLY if the Authorized User required any of them in the Project Definition. The hourly rate to be entered should match the current Prevailing wage for that area at the time of the Project Definition's issue date. The Contractor will also enter the percentage (%) up charged (which cannot exceed the % shown within the contract's price pages).

Hourly Rate for Electrician =

% up charge for Electrician = Number of Hours =

Total Amount (Electrician) = \$0.00

Hourly Rate for Carpenter =

% up charge for Carpenter = Number of Hours =

Total Amount (Carpenter) = \$0.00

Overnight Storage of Furniture/Equipment/Records on Truck per Night

(Only where necessary, the Contractor could provide security overnight for truck storage of furniture, equipment and records being moved at the truck rate stated in the Contract).

Medium Truck Overnight Storage Rate = per Night

Number of Medium Trucks = Number of Nights =

Total Amount (Medium Truck Overnight Storage) = \$0.00

Large Truck Overnight Storage Rate = per Night

Number of Large Trucks = Number of Nights =

Total Amount (Large Truck Overnight Storage) = \$0.00

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: Albany BOE June Primary Deliveries&PickUp **Project #** 0

Ancillary Items

<u>Item/Size</u>	<u>Unit Cost</u>	<u># of Units</u>	<u>Total Cost</u>
Genie Lifts (1 per truck per day)	\$150.00	14	\$2,100.00
stabilizers (1 per truck per day)	\$100.00	14	\$1,400.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total Amount (Ancillary Items) =			\$3,500.00

Project Definition's Total Cost =	\$21,219.87
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Print Name Todd C. Stromberg **Date** 03/22/23

Contractor Signature _____

Albany County Request for Contract Approval

Contract #	2023-953
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A7128 - Civic Center
Date Submitted	Thursday, March 23, 2023
Contact Person	ASM Albany
Contact Phone	() -
Vendor Info	John W. Danforth Company 300 Colvin Woods Parkway , Tonawanda , NY 14150
Estimated Amount	\$98,650.04
Estimated Term	5/1/2023 to 9/30/2023
Scope of Services	Purchase & Installation of walk-in cooler ont he concourse at the MVP Arena.
Budget Line Item	AA7128 - 02451 - - -
Fiscal Impact	County: 0.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature

MVP ARENA

Albany, New York

MEMORANDUM

To: Honorable Members of the Albany County CAB Committee
Honorable Chairman of the Albany County Legislature - Andrew Joyce
Honorable Albany County Executive – Daniel McCoy

From: Bob Belber
General Manager

Date: March 17, 2023

Re: REQUEST FOR CONTRACT-APPROVAL – WITH JOHN W DANFORTH COMPANY –
LUMP SUM AMOUNT - \$98,650.04
PURCHASE & INSTALLATION OF WALK-IN COOLER ON THE CONCOURSE AT MVP ARENA

This letter is to request approval from the Albany County CAB Committee for a contract with John W Danforth Company for the purchase and installation of a new walk-in cooler that will be placed above the box office on the concourse near the entrance doors. Access to the cooler will be both from inside the concourse as well as through the atrium. This cooler is desperately needed so restocking of concession stands and portable units can take place quicker, which will increase sales and per caps.

A copy of the Proposal submitted from John W Danforth & Company is attached including a complete scope of work. National Grid has signed an advertising agreement that will result in a National Grid logo placed on the doors of the new cooler facing the concourse. \$50,000 per year is being paid to MVP Arena from National Grid for the rights to have their logo on these doors.





Detailed Scope of Work



Issued To: John W. Danforth Company
300 Colvin Woods Parkway
Tonawanda, NY 14150
Tel: (716) 832-1940
Fax: (716) 832-2388

Re: Job Number : 109582.00
Job Title: Albany County - MVP Arena Concourse Walk in Cooler
Contract No: JOC-2021-06-HVAC
Purchase Order Number:

Facility: MVP Arena
51 South Pearl Street
Albany, NY 12207

Town of Greece Member Information: Bob Belber
General Manager MVP Arena
Albany County
51 South Pearl Street
Albany, NY 12207

Detailed Scope of Work:

Furnish all labor, equipment, materials required and as called for by the attached detailed scope of work dated, "03/15/23"

Please reference the Request for Proposal for additional information regarding this Detailed Scope of Work .



www.jwdanforth.com

HVAC & Plumbing System Installation • Design & Build • Building Information Modeling • Sheet Metal & Pipe Fabrication •
Commissioning • Cleanroom & Lab Solutions • LEED Green Building Construction • Lighting Retrofits • Energy Performance
Contracting • Preventive Maintenance • Filtration Solutions

3/15/2023

Albany County
MVP Arena
51 S. Pearl St, Albany NY 12207

ATTN: Bob Belber

RE: Concourse Walk-in cooler

SCOPE OF WORK

Executive Summary:

Dear Mr. Belber,

Thank you for the opportunity to work with you on your walk-in cooler project. John W. Danforth has a long history of partnering on Design-Build projects with some of the best developers and Design-Build construction companies in the country and we look forward to sharing our expertise with you.

For this project, the following outline is what forms our basis of design and pricing model for your consideration. To accomplish the tasks related to your project, we propose the following scope of supply and performance:

Demolition:

- Remove and dispose of properly:
 - CMU wall, glass, and metal framing between vestibule and Arena Concourse
 - Carpeting where the cooler is to be installed
 - Ceiling tiles above area of new cooler
- Remove and make safe one (1) existing electrical outlet

Installation:

- Supply and install:
 - 10'x12' Performance Epoxy Flake Floor
 - Black metal perforated panels on the exterior windows behind cooler

JOHN W. DANFORTH COMPANY

- One (1) LEER 10'x12'x7'H (9'-8x11'-7) Walk in cooler complete
 - 58"x78" door
 - Russell Next-Gen air cooled condensing unit
 - **Located on top of cooler**
 - Russell Low profile unit cooler evaporator
 - Mounted on the back wall of cooler
 - LED lighting package
- Refrigeration piping, testing, charging
- Condensate drain piped to mop sink on floor below within 100'
- One 600 CFM (1) Exhaust fan
 - To operate on a temperature rise above setpoint
 - 36 x 36 Intake and exhaust air grills (to also serve as maintenance access)
- New electrical circuits as required
 - Fed from existing panel floor below
- Metal framed wall enclosing the cooler to the vestibule area
 - Abuse grade Drywall, taped, and painted finish to match existing
- Metal framed wall above the cooler on the concourse side
 - Abuse Grade Drywall, taped, and painted finish to match existing
- Start-up
- 1 year parts and labor warranty

In Summary and Inclusive to above:

- All work areas to be free of equipment and obstructions that would prevent access to the work outlined above;
- Dust and construction barriers will be supplied as required;
- All work to be performed during normal working hours of 7:00am-3:30pm;
- All work areas will broom clean upon completion of proposed work;
- Pricing **does not** include NY State sales tax on materials;
- Payment terms are net 30 on agreed schedule of values at the time of award;

Exclusions:

- Supply of any systems or equipment not outlined above;
- Engineering or Permit fees;
- Roof work of any kind;
- Structural reinforcing steel work of any kind;
- Electrical power panel upgrades;

JOHN W. DANFORTH COMPANY

- Controls, control wiring, or BMS integration;
- Fire/Smoke detectors, sprinklers, or system work of any kind;
- Premium time;
- Environmental remediation of any kind (i.e. asbestos, lead, mold, etc.);
- Performance and payment bond or Special insurance;

Jeremy Hart

Design Build Sales Executive

Jhart@jwdanforth.com

C: (518) 415-5196

O: (518) 406-5696

5 Liebich Lane

Clifton Park, NY 12065



Job Order Contract

Contractor's Price Proposal Summary- Category

Work Order #: 109582.00
Title Albany County - MVP Arena Concourse Walk in Cooler
Contractor: JOC-2021-06-HVAC - John W. Danforth Company
Proposal Value: \$98,650.01
Proposal Name: Albany County - MVP Arena Concourse Walk in Cooler R1

To: Bob Belber
General Manager MVP Arena
Albany County
51 South Pearl Street
Albany, NY 12207

From: Jeremy Hart
Design Build Sales Executive
John W. Danforth Company
5 Liebich Lane
Clifton Park, NY 12065

cooler:	\$25,613.93
cooler equipment:	\$16,398.00
electrical:	\$8,871.06
GC:	\$39,363.48
plumbing:	\$3,817.92
Sheet Metal:	\$4,585.65
Work Order Proposal Total	\$98,650.04

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.



Job Order Contract

Contractor's Price Proposal Detail- Category

Work Order #: 109582.00
 Title: Albany County - MVP Arena Concourse Walk in Cooler
 Contractor: JOC-2021-06-HVAC - John W. Danforth Company
 Proposal Value: \$98,650.01
 Proposal Name: Albany County - MVP Arena Concourse Walk in Cooler R1

CSI Number	Mod.	UOM	Description	Line Total
cooler				
1	01 22 20 00-0029	HR	Sheet Metal WorkerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$856.44
		Quantity	Unit Price	Factor
		Installation 8.00 x	\$83.13 x	1.2878 =
				Total \$856.44
		User Note: 2 SM x 4hrs Labor to lay out cooler		
2	01 22 20 00-0029	HR	Sheet Metal WorkerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,712.88
		Quantity	Unit Price	Factor
		Installation 16.00 x	\$83.13 x	1.2878 =
				Total \$1,712.88
		User Note: 2SM x 8 Hours to install floor track for cooler		
3	01 22 20 00-0029	HR	Sheet Metal WorkerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$5,138.63
		Quantity	Unit Price	Factor
		Installation 48.00 x	\$83.13 x	1.2878 =
				Total \$5,138.63
		User Note: 2 SM x 8 hrs. x 3 days to assemble panels, walls and ceiling. no floor.		
4	01 22 20 00-0029	HR	Sheet Metal WorkerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$856.44
		Quantity	Unit Price	Factor
		Installation 8.00 x	\$83.13 x	1.2878 =
				Total \$856.44
		User Note: move cooler panels from loading dock to project location 2 SM x 4hrs		
5	01 22 20 00-0029	HR	Sheet Metal WorkerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$428.22
		Quantity	Unit Price	Factor
		Installation 4.00 x	\$83.13 x	1.2878 =
				Total \$428.22
		User Note: Labor to install door at cooler box-2 SM x 2 hours		
6	05 05 19 00-0204	EA	1/4" x 2-1/4" Tapcon Masonry Screw	\$1,053.94
		Quantity	Unit Price	Factor
		Installation 88.00 x	\$9.30 x	1.2878 =
				Total \$1,053.94
		User Note: channel attachment to floor		
7	05 05 23 00-0005	EA	1/2" Diameter x 3" Long, Plain Finish A307B Heavy Hex Bolt	\$126.62
		Quantity	Unit Price	Factor
		Installation 8.00 x	\$12.29 x	1.2878 =
				Total \$126.62
		User Note: mounting EVAP to wall		



Contractor's Price Proposal Detail- Category Continued..

Work Order #: 109582.00
 Title Albany County - MVP Arena Concourse Walk In Cooler

CSI Number	Mod.	UOM	Description	Line Total
cooler				
8	05 05 23 00-1290	EA	1/2" Diameter, Zinc Plated Steel, Low Carbon/Grade 2 Hex Nut	\$8.14
		Quantity	Unit Price	Factor
		8.00	\$0.79	1.2878
		x	x	=
				Total
				\$8.14
		Installation		
		User Note: mounting EVAP to wall		
9	05 05 23 00-1385	EA	1/4" Inside Diameter, Zinc Plated Steel, Low Carbon Flat Washer	\$5.36
		Quantity	Unit Price	Factor
		104.00	\$0.04	1.2878
		x	x	=
				Total
				\$5.36
		Installation		
10	07 92 13 00-0006	CLF	3/8" x 1/2" Joint, Silicone Sealant And Caulking	\$1,297.97
		Quantity	Unit Price	Factor
		2.92	\$345.17	1.2878
		x	x	=
				Total
				\$1,297.97
		Installation		
		User Note: =176' (44 Ln' x 4-base rail, bottom and top of panels) +96' (12 panels x 8') + 20' (two top panels x 10')		
11	23 37 13 13-0079	EA	24" x 24" Single Deflection Return/Exhaust Register, Aluminum, Opposed Blade Damper, Wall/Ceiling	\$0.00
		Quantity	Unit Price	Factor
		0.00	\$238.40	1.2878
		x	x	=
				Total
				\$0.00
		Installation		
		User Note: to provide air flow to condenser		
12	23 62 13 00-0002	EA	1 Ton Chiller, Direct-Expansion Liquid Cooler Shell And Tube	\$7,573.32
		Quantity	Unit Price	Factor
		1.00	\$5,880.82	1.2878
		x	x	=
				Total
				\$7,573.32
		Installation		
		User Note: condenser		
13	23 82 19 00-0006	EA	600 CFM Horizontal Fan Coil, Electric Heating, Ceiling Hung, Chilled Water Coil, With Cabinet	\$3,113.86
		Quantity	Unit Price	Factor
		1.00	\$2,417.97	1.2878
		x	x	=
				Total
				\$3,113.86
		Installation		
		User Note: evap		
14	02 41 19 13-0163	EA	Drill 2" Diameter Core In >3" To 4" Asphalt	\$112.76
		Quantity	Unit Price	Factor
		2.00	\$43.78	1.2878
		x	x	=
				Total
				\$112.76
		Installation		
		User Note: two holes in cooler box, one for refrigerant/electrical and one for drain		
15	05 43 00 00-0006	LF	1-5/8" Wide x 1-5/8" High, 14 Gauge, Steel Unistrut Channel	\$261.94
		Quantity	Unit Price	Factor
		30.00	\$6.78	1.2878
		x	x	=
				Total
				\$261.94
		Installation		
		User Note: condenser and EVAP support		
16	05 43 00 00-0021	EA	3/8-16, Steel Lock Nut With Spring For Unistrut Channel	\$55.84
		Quantity	Unit Price	Factor
		8.00	\$5.42	1.2878
		x	x	=
				Total
				\$55.84
		Installation		
		User Note: condenser and EVAP support		



Contractor's Price Proposal Detail- Category Continued..

Work Order #: 109582.00
 Title Albany County - MVP Arena Concourse Walk in Cooler

CSI Number	Mod.	UOM	Description	Line Total
cooler				
17	05 43 00 00-0041	EA	1-5/8" Channel, P2675 Unistrut Beam Clamp	\$83.96
			Quantity Unit Price Factor Total	
		Installation	4.00 x \$16.30 x 1.2878 =	\$83.96
		User Note: condenser support		
18	07 84 13 19-0009	EA	2" Diameter Hole With 1-1/4" Pipe, Sealed With Intumescent Firestop Sealant (3M CP 25WB+)	\$62.90
			Quantity Unit Price Factor Total	
		Installation	2.00 x \$24.42 x 1.2878 =	\$62.90
		User Note: seal openings at new sleeves for refrigeration/conduit and drain pipe		
19	22 07 19 00-0291	LF	3/8" I.D. (1/2" O.D.) Diameter Pipe, 3/4" Wall Polyethylene Tubing Flexible Closed Cell Foam Insulation	\$194.14
			Quantity Unit Price Factor Total	
		Installation	25.00 x \$6.03 x 1.2878 =	\$194.14
		User Note: with fittings		
20	22 07 19 00-0292	LF	1/2" I.D. (5/8" O.D.) Diameter Pipe, 3/4" Wall Polyethylene Tubing Flexible Closed Cell Foam Insulation	\$207.66
			Quantity Unit Price Factor Total	
		Installation	25.00 x \$6.45 x 1.2878 =	\$207.66
		User Note: with fittings		
21	23 01 60 71-0003	LB	Recovery And Recharging Of RefrigerantIncludes cleaning refrigerant gas prior to recharging.	\$345.39
			Quantity Unit Price Factor Total	
		Installation	20.00 x \$13.41 x 1.2878 =	\$345.39
		User Note: test and fill		
22	23 05 29 00-0232	EA	1/2" Extension Split Pipe Clamp, Malleable Iron (Cooper B-Line B3198R)	\$89.01
			Quantity Unit Price Factor Total	
		Installation	4.00 x \$17.28 x 1.2878 =	\$89.01
		User Note: tubing hangers		
23	23 05 29 00-0233	EA	3/4" Extension Split Pipe Clamp, Malleable Iron (Cooper B-Line B3198R)	\$94.11
			Quantity Unit Price Factor Total	
		Installation	4.00 x \$18.27 x 1.2878 =	\$94.11
		User Note: tubing hangers		
24	23 05 48 13-0015	EA	45 To 340 LB Rubber In Shear Vibration Isolation With 0.38" Deflection	\$683.41
			Quantity Unit Price Factor Total	
		Installation	4.00 x \$132.67 x 1.2878 =	\$683.41
		User Note: vibration for condenser		



Contractor's Price Proposal Detail- Category Continued..

Work Order #: 109582.00
 Title Albany County - MVP Arena Concourse Walk in Cooler

	CSI Number	Mod.	UOM	Description					Line Total
cooler									
25	23 23 13 00-0003		EA	3/8" Refrigeration Ball Valve, Sweated					\$45.65
				Quantity	Unit Price	Factor		Total	
			Installation	1.00 x	\$35.45 x	1.2878 =		\$45.65	
26	23 23 13 00-0004		EA	1/2" Refrigeration Ball Valve, Sweated					\$47.55
				Quantity	Unit Price	Factor		Total	
			Installation	1.00 x	\$36.92 x	1.2878 =		\$47.55	
27	23 23 16 00-0015		LF	3/8" Outside Diameter Type L Drawn, ACR Copper Tubing					\$119.77
				Quantity	Unit Price	Factor		Total	
			Installation	20.00 x	\$4.65 x	1.2878 =		\$119.77	
28	23 23 16 00-0016		LF	1/2" Outside Diameter Type L Drawn, ACR Copper Tubing					\$129.81
				Quantity	Unit Price	Factor		Total	
			Installation	20.00 x	\$5.04 x	1.2878 =		\$129.81	
29	23 23 16 00-0031		EA	3/8" Brass Flare Union					\$49.01
				Quantity	Unit Price	Factor		Total	
			Installation	2.00 x	\$19.03 x	1.2878 =		\$49.01	
			User Note: connections at EQ						
30	23 23 16 00-0032		EA	1/2" Brass Flare Union					\$49.01
				Quantity	Unit Price	Factor		Total	
			Installation	2.00 x	\$19.03 x	1.2878 =		\$49.01	
			User Note: connections at EQ						
31	23 23 16 00-0089		EA	3/8" ACR Wrought Copper Long Radius 90 Degree Elbow					\$100.50
				Quantity	Unit Price	Factor		Total	
			Installation	4.00 x	\$19.51 x	1.2878 =		\$100.50	
32	23 23 16 00-0090		EA	1/2" ACR Wrought Copper Long Radius 90 Degree Elbow					\$106.89
				Quantity	Unit Price	Factor		Total	
			Installation	4.00 x	\$20.75 x	1.2878 =		\$106.89	
33	23 23 16 00-0131		EA	3/8" ACR Wrought Copper Male Adapter					\$74.28
				Quantity	Unit Price	Factor		Total	
			Installation	2.00 x	\$28.84 x	1.2878 =		\$74.28	
34	23 23 16 00-0132		EA	1/2" ACR Wrought Copper Male Adapter					\$59.50
				Quantity	Unit Price	Factor		Total	
			Installation	2.00 x	\$23.10 x	1.2878 =		\$59.50	
35	23 23 23 00-0003		LB	R-123 Refrigerant					\$469.02
				Quantity	Unit Price	Factor		Total	
			Installation	20.00 x	\$18.21 x	1.2878 =		\$469.02	
			User Note: 404A						
Subtotal for cooler:									\$25,613.93
cooler equipment									



Contractor's Price Proposal Detail- Category Continued..

Work Order #: 109582.00
 Title Albany County - MVP Arena Concourse Walk in Cooler

CSI Number	Mod.	UOM	Description	Line Total	
cooler equipment					
36	01 00 00 00-0000		Lump Sum MVP - Cooler	\$16,398.00	
	NPP Tasks	Quantity	Unit Price	Factor	Total
	Installation	1.00 x	\$16,398.00 x	1.0000 =	\$16,398.00
	User Note: NPP for Cooler Box				
Subtotal for cooler equipment:				\$16,398.00	
electrical					
37	02 41 19 13-0037	EA	Drill 2" Diameter Core In >4" To 6" Concrete	\$249.42	
		Quantity	Unit Price	Factor	Total
	Installation	3.00 x	\$64.56 x	1.2878 =	\$249.42
	User Note: for conduits through floors and walls				
38	02 41 19 13-0199	IN	3/8" Diameter Drilling In Concrete Per Inch Of Depth	\$115.39	
		Quantity	Unit Price	Factor	Total
	Installation	40.00 x	\$2.24 x	1.2878 =	\$115.39
	User Note: hanger				
39	07 84 13 19-0009	EA	2" Diameter Hole With 1-1/4" Pipe, Sealed With Intumescent Firestop Sealant (3M CP 25WB+)	\$94.34	
		Quantity	Unit Price	Factor	Total
	Installation	3.00 x	\$24.42 x	1.2878 =	\$94.34
	User Note: caulk core drills				
40	23 09 23 53-0330	EA	Line Voltage 120 Volt, Heat/Cool Thermostat (Honeywell T651A3018)	\$188.29	
		Quantity	Unit Price	Factor	Total
	Installation	1.00 x	\$146.21 x	1.2878 =	\$188.29
	User Note: control exhaust fan with thermostat				
41	26 01 20 91-0002	EA	Lock Out/Tag Out Local Disconnect	\$54.40	
		Quantity	Unit Price	Factor	Total
	Installation	2.00 x	\$21.12 x	1.2878 =	\$54.40
42	26 01 20 91-0002	EA	Lock Out/Tag Out Local Disconnect	\$54.40	
		Quantity	Unit Price	Factor	Total
	Installation	2.00 x	\$21.12 x	1.2878 =	\$54.40
43	26 05 19 16-0057	MLF	4 Conductors, #12 AWG, 600 Volt, XLP (XHHW-2), Copper, Stranded, Power Cable, Installed In Conduit	\$876.14	
		Quantity	Unit Price	Factor	Total
	Installation	0.30 x	\$2,267.80 x	1.2878 =	\$876.14
	User Note: conductors for new equipment				



Contractor's Price Proposal Detail- Category Continued..

Work Order #: 109582.00
 Title Albany County - MVP Arena Concourse Walk in Cooler

CSI Number	Mod.	UOM	Description	Line Total
electrical				
44	26 05 29 00-0271	EA	3/4", "J" Type Conduit Hanger (Unistrut J1207)	\$433.22
		Quantity	Unit Price	Total
		20.00 x	\$16.82 x	\$433.22
		Factor	1.2878 =	
		Installation		
		20.00 x	\$4.95 x	\$127.49
		Factor	1.2878 =	
		Installation		
		80.00 x	\$2.95 x	\$303.92
		Factor	1.2878 =	
		Installation		
		300.00 x	\$4.57 x	\$1,765.57
		Factor	1.2878 =	
		Installation		
		300.00 x	\$1.16 x	\$448.15
		Factor	1.2878 =	
		Installation		
		300.00 x	\$0.39 x	\$150.67
		Factor	1.2878 =	
		Installation		
		30.00 x	\$10.45 x	\$403.73
		Factor	1.2878 =	
		Installation		
		40.00 x	\$2.77 x	\$142.69
		Factor	1.2878 =	
		Installation		
		40.00 x	\$0.92 x	\$47.39
		Factor	1.2878 =	
		Installation		

User Note: hanger every 10'

User Note: hanger

User Note: 4' per hanger

User Note: from panel to new equipment

User Note: fittings to get to panel on floor below. Fittings to pipe inside the cooler.



Contractor's Price Proposal Detail- Category Continued..

Work Order #: 109582.00
 Title Albany County - MVP Arena Concourse Walk in Cooler

CSI Number	Mod.	UOM	Description	Line Total
electrical				
54	26 05 33 13-0634	EA	3/4" Electrical Metallic Tubing (EMT) Set Screw Coupling	\$149.90
		Quantity	Unit Price	Factor
		24.00	\$4.85	1.2878
		x	x	=
		Installation		Total
				\$149.90
		User Note: conduit connectors		
55	26 05 33 13-0656	EA	3/4" Electrical Metallic Tubing (EMT) Straight Box Connector With Set Screw	\$186.22
		Quantity	Unit Price	Factor
		30.00	\$4.82	1.2878
		x	x	=
		Installation		Total
				\$186.22
56	26 05 33 13-0656	0019 EA	For Work In Restricted Working Space, Add	\$53.70
		Quantity	Unit Price	Factor
		30.00	\$1.39	1.2878
		x	x	=
		Installation		Total
				\$53.70
57	26 05 33 13-0656	0020 EA	For Elevated Installation >10' To 15', Add	\$17.77
		Quantity	Unit Price	Factor
		30.00	\$0.46	1.2878
		x	x	=
		Installation		Total
				\$17.77
58	26 05 33 16-0106	EA	3-1/2" Depth, 3" x 2", Stud Bracket, Steel Switch Box	\$36.30
		Quantity	Unit Price	Factor
		1.00	\$28.19	1.2878
		x	x	=
		Installation		Total
				\$36.30
		User Note: lght switch box		
59	26 05 83 00-0128	EA	#12 AWG Motor Connection, Spade Lug, Machine Bolt/Nut, Insulated With Tape	\$88.50
		Quantity	Unit Price	Factor
		8.00	\$8.59	1.2878
		x	x	=
		Installation		Total
				\$88.50
		User Note: Evaporator/Condenser 4ea.		
60	26 05 83 00-0138	EA	3 HP AC Motor Single Phase, 230 Volt Motor/Equipment, Connection, Termination And Rotation Testing	\$202.49
		Quantity	Unit Price	Factor
		2.00	\$78.62	1.2878
		x	x	=
		Installation		Total
				\$202.49
		User Note: one for condenser and one for EVAP		
61	26 27 16 00-0038	EA	4" x 4" x 4" Screw Cover, Galvanized Steel NEMA 1 Enclosure	\$315.41
		Quantity	Unit Price	Factor
		6.00	\$40.82	1.2878
		x	x	=
		Installation		Total
				\$315.41
		User Note: splice and pull boxes		
62	26 27 26 00-0160	EA	15 Amperes, 120 Volt, Clear Toggle, Lighted In On Position, Single Pole, Lighted Toggle Switch	\$75.83
		Quantity	Unit Price	Factor
		1.00	\$58.88	1.2878
		x	x	=
		Installation		Total
				\$75.83
		User Note: clear switch mounted to exterior of cooler to verify light on or off		



Contractor's Price Proposal Detail- Category Continued..

Work Order #: 109582.00
 Title Albany County - MVP Arena Concourse Walk in Cooler

CSI Number	Mod.	UOM	Description	Line Total	
electrical					
63	26 28 16 13-0003	EA	1 Pole, 120/240 Volt, 15 To 30 Amperes, Branch Circuit Breaker, 10,000 Amperes Interrupting Capacity	\$53.73	
		Quantity	Unit Price	Factor	Total
	Installation	1.00 x	\$41.72 x	1.2878 =	\$53.73
	User Note: new breaker to power electrical HW heater.				
64	26 28 16 13-0003	EA	1 Pole, 120/240 Volt, 15 To 30 Amperes, Branch Circuit Breaker, 10,000 Amperes Interrupting Capacity	\$107.45	
		Quantity	Unit Price	Factor	Total
	Installation	2.00 x	\$41.72 x	1.2878 =	\$107.45
	User Note: light circuit and condenser/evap circuit				
65	26 28 16 16-0208	EA	30 Amp, 240 Volt Class, 1 Phase, 2 Wire, 2 Blades, Heavy Duty Non-Fusible, NEMA 3R Enclosure, Neutral Kit, Bolt-On Hubs, Safety Switch	\$578.42	
		Quantity	Unit Price	Factor	Total
	Installation	1.00 x	\$449.15 x	1.2878 =	\$578.42
	User Note: for condenser				
66	26 29 13 13-0298	EA	1 Pole Disconnect Switch And Breaker Interlock, Contactor/Starter Accessory (Square D 9999R39)	\$212.99	
		Quantity	Unit Price	Factor	Total
	Installation	1.00 x	\$165.39 x	1.2878 =	\$212.99
	User Note: disconnect for new exhaust fan				
67	26 51 19 00-0025	EA	2' x 4', 4,600 Lumens, Prismatic Lensed, Lay-In/Troffer LED Fixture (Lithonia 2TL4)	\$950.40	
		Quantity	Unit Price	Factor	Total
	Installation	2.00 x	\$369.00 x	1.2878 =	\$950.40
	User Note: cooler lights wet location				
Hangers					
68	02 41 19 13-0199	IN	3/8" Diameter Drilling In Concrete Per Inch Of Depth	\$28.85	
		Quantity	Unit Price	Factor	Total
	Installation	10.00 x	\$2.24 x	1.2878 =	\$28.85
	User Note: drilling holes for supports				
69	26 05 29 00-0275	EA	2", "J" Type Conduit Hanger (Unistrut J1220)	\$254.73	
		Quantity	Unit Price	Factor	Total
	Installation	10.00 x	\$19.78 x	1.2878 =	\$254.73
	User Note: hanging support for 2" 4 wire conduit running from power to equipment location.				
70	26 05 29 00-0344	EA	3/8" Diameter, 2" Length, Zinc Plated Steel, Machine Screw	\$42.63	
		Quantity	Unit Price	Factor	Total
	Installation	10.00 x	\$3.31 x	1.2878 =	\$42.63
	User Note: install of screws to support hangers in ceiling				



Contractor's Price Proposal Detail- Category Continued..

Work Order #: 109582.00
 Title Albany County - MVP Arena Concourse Walk in Cooler

CSI Number	Mod.	UOM	Description	Line Total	
electrical					
71	26 05 29 00-0375	LF	3/8" Diameter, Plain Finish Steel, Low Carbon Threaded Rod	\$75.98	
			Quantity Unit Price Factor Total		
		Installation	20.00 x \$2.95 x 1.2878 = \$75.98		
		User Note: Support for conduit			
Subtotal for electrical - Hangers:				\$402.19	
Subtotal for electrical:				\$8,871.06	
GC					
72	01000000		MVP-General Construction R1	\$38,784.00	
			Quantity Unit Price Factor Total		
		NPP Tasks Installation	1.00 x \$38,784.00 x 1.0000 = \$38,784.00		
		User Note: UPDATE NPP for GC work			
73	01 74 19 00-0012	EA	10 CY Dumpster (1.5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$579.48	
			Quantity Unit Price Factor Total		
		Installation	1.00 x \$449.98 x 1.2878 = \$579.48		
Subtotal for GC:				\$39,363.48	
plumbing					
74	02 41 19 13-0075	IN	Drill 2" Diameter Core In >12" Concrete	\$512.75	
			Quantity Unit Price Factor Total		
		Installation	36.00 x \$11.06 x 1.2878 = \$512.75		
		User Note: three cores, one through floor and two in walls, drain			
75	07 84 13 19-0009	EA	2" Diameter Hole With 1-1/4" Pipe, Sealed With Intumescent Firestop Sealant (3M CP 25WB+)	\$94.34	
			Quantity Unit Price Factor Total		
		Installation	3.00 x \$24.42 x 1.2878 = \$94.34		
		User Note: fire caulk core drills			
76	22 11 16 00-0404	LF	1" Hard Drawn Type M Copper Tube/Pipe	\$776.54	
			Quantity Unit Price Factor Total		
		Installation	100.00 x \$6.03 x 1.2878 = \$776.54		
77	22 11 16 00-0404	0023	LF For Work In Restricted Working Space, Add	\$131.36	
			Quantity Unit Price Factor Total		
		Installation	100.00 x \$1.02 x 1.2878 = \$131.36		
78	22 11 16 00-0441	EA	1" 90 Degree Copper Elbow	\$390.13	
			Quantity Unit Price Factor Total		
		Installation	6.00 x \$50.49 x 1.2878 = \$390.13		
79	22 11 16 00-0441	0023	EA For Work In Restricted Working Space, Add	\$103.69	
			Quantity Unit Price Factor Total		
		Installation	6.00 x \$13.42 x 1.2878 = \$103.69		



Contractor's Price Proposal Detail- Category Continued..

Work Order #: 109582.00
 Title Albany County - MVP Arena Concourse Walk in Cooler

CSI Number	Mod.	UOM	Description	Line Total
plumbing				
80	22 11 16 00-0471	EA	1" 45 Degree Copper Elbow	\$272.70
		Installation	Quantity 4.00 x Unit Price \$52.94 x Factor 1.2878 = Total \$272.70	
81	22 11 16 00-0471	0023 EA	For Work In Restricted Working Space, Add	\$69.13
		Installation	Quantity 4.00 x Unit Price \$13.42 x Factor 1.2878 = Total \$69.13	
82	22 11 16 00-0513	EA	1" Copper Coupling	\$366.56
		Installation	Quantity 6.00 x Unit Price \$47.44 x Factor 1.2878 = Total \$366.56	
83	22 11 16 00-0513	0023 EA	For Work In Restricted Working Space, Add	\$103.69
		Installation	Quantity 6.00 x Unit Price \$13.42 x Factor 1.2878 = Total \$103.69	
84	22 11 16 00-0542	EA	1" Male Copper Adapter	\$125.30
		Installation	Quantity 2.00 x Unit Price \$48.65 x Factor 1.2878 = Total \$125.30	
85	22 11 16 00-0542	0023 EA	For Work In Restricted Working Space, Add	\$30.34
		Installation	Quantity 2.00 x Unit Price \$11.78 x Factor 1.2878 = Total \$30.34	
86	22 11 16 00-0576	EA	1" Cast Bronze, Solder Union	\$177.43
		Installation	Quantity 2.00 x Unit Price \$68.89 x Factor 1.2878 = Total \$177.43	
87	22 11 16 00-0576	0023 EA	For Work In Restricted Working Space, Add	\$34.56
		Installation	Quantity 2.00 x Unit Price \$13.42 x Factor 1.2878 = Total \$34.56	
88	23 05 29 00-0075	EA	1" Copper Tubing Clevis Hanger, Light Duty (Cooper B-Line B3104CT)	\$270.70
		Installation	Quantity 10.00 x Unit Price \$21.02 x Factor 1.2878 = Total \$270.70	
89	23 05 29 00-0187	EA	1" Copper Tubing Riser Clamp (Cooper B-Line B3373CT)	\$26.44
		Installation	Quantity 1.00 x Unit Price \$20.53 x Factor 1.2878 = Total \$26.44	
90	23 05 29 00-0512	LF	3/8" Diameter, Plain Finish Steel, Low Carbon Threaded Rod	\$117.45
		Installation	Quantity 30.00 x Unit Price \$3.04 x Factor 1.2878 = Total \$117.45	
91	23 05 29 00-0528	EA	3/8" Inside Diameter, Zinc Plated Steel, Low Carbon Flat Washer	\$13.14
		Installation	Quantity 20.00 x Unit Price \$0.51 x Factor 1.2878 = Total \$13.14	
92	23 05 29 00-0536	EA	3/8" Diameter, Zinc Plated Steel, Low Carbon/Grade 2 Hex Nut	\$32.45
		Installation	Quantity 40.00 x Unit Price \$0.63 x Factor 1.2878 = Total \$32.45	
93	23 05 29 00-0685	EA	3/8" Rod Size, C-Clamp Style Beam Clamp (B-Line B-3034)	\$169.22
		Installation	Quantity 10.00 x Unit Price \$13.14 x Factor 1.2878 = Total \$169.22	
Subtotal for plumbing:				\$3,817.92



Contractor's Price Proposal Detail- Category Continued..

Work Order #: 109582.00
 Title Albany County - MVP Arena Concourse Walk in Cooler

CSI Number	Mod.	UOM	Description	Line Total
Sheet Metal				
94	23 31 13 13-0003	LB	2" WG And Less (Class C), Rectangular Or Square, Galvanized Steel Sheet Metal Ductwork	\$535.52
Installation				
	46.00	x	\$9.04 x	1.2878 = \$535.52
User Note: plenum for new exhaust fan. 36"x36", 18GA, 12" deep. total of 21SF				
95	23 31 13 13-0003	0371 LB	For Up To 200, Add	\$191.93
Installation				
	46.00	x	\$3.24 x	1.2878 = \$191.93
96	23 34 16 00-0212	EA	1/6 HP, 2,012 CFM At 1/8" Static Pressure, 16" Diameter, Direct Drive, Sidewall Propeller Exhaust Fan	\$1,058.39
Installation				
	1.00	x	\$821.86 x	1.2878 = \$1,058.39
User Note: new fan for heat removal above cooler and below ceiling				
97	23 34 16 00-0212	0525 EA	For Wall Mount Collar, Add	\$262.44
Installation				
	1.00	x	\$203.79 x	1.2878 = \$262.44
98	23 34 16 00-0212	0529 EA	For Motor Side Guard, Add	\$225.56
Installation				
	1.00	x	\$175.15 x	1.2878 = \$225.56
99	23 37 13 13-0087	EA	36" x 36" Single Deflection Return/Exhaust Register, Aluminum, Opposed Blade Damper, Wall/Ceiling	\$2,712.42
Installation				
	4.00	x	\$526.56 x	1.2878 = \$2,712.42
User Note: to provide air flow to condenser				
100	23 37 13 13-0087	0410 EA	For Steel Construction, Deduct	-\$400.61
Installation				
	4.00	x	\$-77.77 x	1.2878 = -\$400.61
Subtotal for Sheet Metal:				\$4,585.65
Work Order Proposal Total				\$98,650.04

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 55.94%

The final price submitted for non pre-priced task shall be according to the following formula:

A= Hourly Labor Rate (Trades not in Construction Task Catalogs®) x the Quantity required

B= Direct Material Costs (supported by three quotes)

C= Direct Equipment Costs (Equipment not in Construction Task Catalogs®)

D= Subcontractor Costs (supported by three quotes)

E= Allowable Overhead on Profit = (A+B+C) x 15%

F= Subcontractor Allowance = D x 10%

Total Cost of Non Pre-Priced Task = (A + B + C + D + E + F) / 0.9275

A= Hourly Labor Rate with Fringes (Trades not in Construction Task Catalogs®)

Trade: _____ Classification: _____

Rate: _____ Total Hours: _____ Total _____

Add additional trades on separate sheet

Total Cost _____ A

B=Direct Material Costs (supported by three quotes)

Material Name: _____ Material Cost _____

Summary of quotes 1: _____ 2: _____ 3: _____

Total Cost _____ B

Attach Quotes, and Breakdown

C=Direct Equipment Costs (Equipment not in Construction Task Catalogs®)

Equipment name, include model number _____ direct cost _____

Attach receipt for equipment.

Total Cost _____ C

D=Subcontractor Costs (supported by three quotes)

Subcontractor Name Bennett Contracting Primary Trade General Construction

Summary of quotes 1: \$32,685.00 2: \$45,700.00 3: No BID

Subcontractor cost \$32,685.00

Attach Quotes, and Breakdown.

Total Cost \$32,685.00

E=Allowable Overhead and Profit A _____ + B _____ + C _____ x 15% = _____

Total Cost _____ E

F=Subcontractor Allowance D \$32,685.00 x 10% = \$3,287.00

Total Cost \$35,972.00

Cost of NPP Tasks (A _____ + B _____ + C _____ + D _____ + E _____ + F \$35,972.00) / 0.9275

Total Cost of Non Pre-Priced Task \$ \$38,784.00

Attach all worksheets and quotes to this page or Non Pre-Priced Task becomes invalid.



693 South Pearl Street
Albany, New York 12202
www.BennettContracting.com

(518) 462-6731
(Fax) 462-3991
Service@BennettContracting.com

Owner: Danforth
Street: 5 Liebich Lane
City, Zip: Clifton park 12065
Job Location: MVP Arena

Main Contact: Jeremy Hart
Phone 1: 518-415-5196
Phone 2:
Email: jhart@jwdanforth.com

Job #:
Cust #:
Estimator: AM
Date: 2/21/22

WORK SCOPE

Bennett Contracting II, LLC (Bennett) will perform the following Work and any changes to the Work are by written Change Order. If the final approved Design varies from this Work Scope; the Contract Amount will be adjusted by Change Order to account for those variations. The Owner agrees to pay for any non-returnable materials or restocking fees associated with materials specifically ordered for this project. Bennett will obtain any Permits, Inspections, Certificates required by Building Code and the Cost of these will be added to the Contract Amount by Change Order. Pricing on this Work Scope is good for 30 days from the Date above or the date initially received if not noted above. **Adding work increases the Contract Amount for labor (\$125/hr carpenter, \$150/hr electrician / plumber), material cost plus 25% and tax or by an agreed Lump Sum Price.**

MVP Arena cooler project:

Remove and dispose of the following:

Carpeting where the cooler is to be installed
The CMU wall and the glass/metal framing between the Concourse and the Arena
The suspended ceiling above the new cooler area

Supply and install the following:

Approx 10 LF of 16 gauge by 3.675 metal framing across the cooler opening
Approx 12 LF of 16 gauge by 3.675 metal framing soffit on the entry side of the cooler with an opening for a louver
Openings for 2 additional louvers
5/8" High Abuse rated drywall taped sanded and primed
Paint the new drywall and touch up paint on the remaining adjacent finishes
Black out the existing windows to the exterior using perforated metal sheets mounted to the inside of the aluminum frame
Vinyl base on the new wall
Prevailing wages included
No sales tax
Bldg permit not included at this time

Total Price: \$24,945.00

Add #1: Supply and install Performance Epoxy flake floor with 4" cove base in the cooler area only: Add \$6,600.00 to the price above; 4" cove is \$1,600.00 of the total

Add #2: Supply and install framing and poly dust control barrier. Remove barrier upon completion: Add: \$2,740.00 to the total price above

$\$24,945 + \$6,600 - \$1,600 + \$2,740 = \$32,685$

Accepted By,

Submitted by, Anthony Mulligan

Owner

Estimator



Gallo Construction Corp.
50 Lincoln Avenue, Watervliet, New York 12189
Phone (518) 273-0234 Fax (518) 273-0245

PROPOSAL

TO: John W Danforth Co
RE: MVP Arena General Construction Scope of Work
DATE: October 26, 2022

SUBJECT: Proposal

In regard to the above mentioned project, I would like to extend our appreciation for giving us the opportunity of quoting you a price.

Remove and dispose of the following:

- Commercial glued down carpeting where the cooler is to be installed
 - Approximately 140sq'
- The CMU wall and the glass/metal framing between the Concourse and the Arena
 - refer to photos
 - Approximately 60 sq' CMU/800 sq' glass/metal framing

Supply and install the following:

- Temporary construction separation/dust control (framing as needed with poly)
- Approx 10 LF x 12' H of 16 gauge by 3.675 metal framing enclosing cooler from vestibule
- Approx 12 LF x 5' H of 16 gauge by 3.675 metal framing soffit on the entry side of the cooler with an opening for a louver
- 5/8" drywall taped, sanded, and primed
- Paint the new drywall and touch up paint on the remaining adjacent finishes
- Black out the existing windows to the exterior behind cooler
- Vinyl base on the new wall

Add #1: Supply and install Performance Epoxy flake floor and blend into existing on the arena s

Add #2: Supply and install 4" cove base to above inside the cooler area only

The total Base Bid **\$38,800.00**

The total Alt 1 **\$6,900.00**

The total Alt 2 **\$4,400.00**

We acknowledge receipt of the following Addendum: None

Respectfully,

Michael A Gallo
Michael A Gallo
Vice President

Jeremy Hart

From: HVC Estimating <estimating@hoosickvalley.com>
Sent: Wednesday, October 26, 2022 7:56 AM
To: Jeremy Hart
Subject: RE: MVP Cooler installation

Good Morning Jeremy,
Unfortunately we are not able to bid on this one- I wish we could help. Please keep us in mind for the next one.
Thanks
Anthony

From: Jeremy Hart <jhart@jwdanforth.com>
Sent: Tuesday, October 25, 2022 9:55 AM
To: HVC Estimating <estimating@hoosickvalley.com>
Subject: MVP Cooler installation

Hi,

We are currently engaged in providing a turn key solution proposal to install a new walk-in cooler at the MVP arena downtown Albany. Could someone please review the SOW and let me know if you would be interested in providing us with a price proposal for the project or not? Please contact my cell below for any additional information needed.

Thank you,

Jeremy Hart
Design Build Sales Executive
C: (518) 415-5196
O: (518) 406-5696
5 Liebich Lane
Clifton Park, NY 12065



CAUTION: This email originated outside of Danforth. Be cautious when opening attachments or clicking links--verify with the sender via a known phone number before proceeding. Remember: Security Is up to us!

The final price submitted for non pre-priced task shall be according to the following formula:

A= Hourly Labor Rate (Trades not in Construction Task Catalogs®) x the Quantity required

B= Direct Material Costs (supported by three quotes)

C= Direct Equipment Costs (Equipment not in Construction Task Catalogs®)

D= Subcontractor Costs (supported by three quotes)

E= Allowable Overhead on Profit = (A+B+C) x 15%

F= Subcontractor Allowance = D x 10%

Total Cost of Non Pre-Priced Task = (A + B + C + D + E + F) / 0.9275

A= Hourly Labor Rate with Fringes (Trades not in Construction Task Catalogs®)

Trade: _____ Classification: _____

Rate: _____ Total Hours: _____ Total _____

Add additional trades on separate sheet

Total Cost _____ A

B=Direct Material Costs (supported by three quotes)

Material Name: _____ Material Cost _____

Summary of quotes 1: _____ 2: _____ 3: _____

Total Cost _____ B

Attach Quotes, and Breakdown

C=Direct Equipment Costs (Equipment not in Construction Task Catalogs®)

Equipment name, include model number Walk In Cooler direct cost _____

RDCWALKINS 613219

Attach receipt for equipment.

Total Cost \$13,225 C

D=Subcontractor Costs (supported by three quotes)

Subcontractor Name _____ Primary Trade _____

Summary of quotes 1: _____ 2: _____ 3: _____

Subcontractor cost _____

Attach Quotes, and Breakdown.

Total Cost _____ D

E=Allowable Overhead and Profit A _____ + B _____ + C \$13,225 x 15% = \$1,984.00

Total Cost \$15,209.00

F=Subcontractor Allowance D _____ x 10% = _____

Total Cost _____ F

Cost of NPP Tasks (A _____ + B _____ + C _____ + D _____ + \$15,209.00) / 0.9275

Total Cost of Non Pre-Priced Task \$ \$16,398.00

Attach all worksheets and quotes to this page or Non Pre-Priced Task becomes invalid.



F.W. WEBB COMPANY

17 ERIE BOULEVARD
ALBANY, NY 12204-2589
Phone: 518-472-9322 Fax: 518-472-9399

This is your **Quotation** from F.W. Webb Company.
Please review the products listed on this quotation for accuracy and completeness.

Quotation number: 78274690	Ship to: John W. Danforth 300 Colvin Woods Pkwy Tonawanda, NY 14150-6976 716-832-1940	Bill to: John W. Danforth 300 Colvin Woods Pkwy Tonawanda, Ny 14150-6976 716-832-1940
Quote Date : 10/31/2022		
Cust.Nbr: 52930	Customer PO: MVP COOLER UPDATED 3/13/23	Rel:
	Job: 	Quoted By: DJH
		Requested: 03/13/2023

Quantity	Description	Net Price	Total
1	Refrigeration *RDCWALKIN #walk In Per Spec 10' X 12' NOMINAL 7' 2" HIGH WALK IN COOLER INDOOR NO FLOOR 58" X 78" DOOR FREIGHT IS ESTIMATED PRICING HAS NOT CHANGED 3/13/23	\$11,225.000	\$11,225.00

Subtotal	\$11,225.00
Shipping	\$2,000.00
Handling	\$0.00
Tax	\$1157.19
Total	\$14,382.19

Thank you for the opportunity to provide product pricing to meet your business needs.
Please visit our website for additional products or information <http://www.fwebb.com>
This Quotation is valid for 15 days after the above Quote Date.
* Restocking fees may apply on any Special Order Items.

Please Note: This email was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.

Bob Belber

From: Stiles, Russell <r.stiles@gordian.com> on behalf of Stiles, Russell
Sent: Friday, March 17, 2023 2:33 PM
To: bob.belber@asmalbany.com; Nathan Sims
Cc: Jeremy Hart; Dave Kornutiak
Subject: RE: 109582.00 Albany County - MVP Arena Concourse Walk in Cooler
Attachments: Detailed Scope of Work-MVP Arena Concourse Walk in Cooler 3.17.23.pdf; Price Proposal-MVP Arena Concourse Walk in Cooler 3.17.23.pdf; NPP Sheet-GC 3.17.23.pdf; NPP Sheet-Cooler 3.17.23.pdf

Good afternoon Bob,

Attached is the REVISED proposal package for the MVP Arena Concourse Walk in Cooler submitted by John W. Danforth Company.

The Lump Sum Proposal Amount = **\$98,650.01**

The following items are attached:

- Detailed Scope of Work-MVP Arena Concourse Walk in Cooler 3.17.23
- Price Proposal-MVP Arena Concourse Walk in Cooler 3.17.23
- NPP Sheet-GC 3.17.23
- NPP Sheet-Cooler 3.17.23

If you have any questions feel free to contact me. Thank you and have a great weekend.

Russell Stiles

Senior Account Manager, Northeast



a: 30 Patewood Drive, Suite 350, Greenville, SC 29615

p: 585-259-5428

e: r.stiles@gordian.com

w: www.gordian.com | w: www.rsmeans.com

PS: Ready to get started on your eziQC project? [Enter it here today!](#)

From: Stiles, Russell
Sent: Thursday, November 10, 2022 7:55 AM
To: bob.belber@asmalbany.com
Cc: Jeremy Hart <jhart@jwdanforth.com>
Subject: 109582.00 Albany County - MVP Arena Concourse Walk in Cooler

Hi Bob,

Attached is the Proposal Package for the Concourse Walk in Cooler at MVP Arena submitted by John W. Danforth Company.

The Lump Sum Proposal Amount = **\$91,407.80**

The proposal package consists of the following items:

- Detailed Scope of Work-MVP Arena Concourse Walk in Cooler
- Price Proposal-MVP Arena Concourse Walk in Cooler
- NPP Sheet-GC Work
- NPP Sheet-Cooler

If you have any questions regarding the attached proposal package or questions specifically about the scope of work, feel free to contact either Jeremy Hart (Danforth) or myself. We would be glad to review this proposal in detail with your team so that you have a full understanding of the provided proposal package.

We appreciate the opportunity and look forward to discussing this project further with you soon.

Thank You,

Russell Stiles

Senior Account Manager, Northeast



a: 30 Patewood Drive, Suite 350, Greenville, SC 29615

p: 585-259-5428

e: r.stiles@gordian.com

w: www.gordian.com | **w:** www.rsmeans.com

PS: Ready to get started on your ezIQC project? [Enter it here today!](#)

Please be advised that this email may contain confidential information. If you are not the intended recipient, please notify us by email by replying to the sender and delete this message.

Albany County Request for Contract Approval

Contract #	2023-973
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A8020 - Economic Dev, Conservation and Planning
Date Submitted	Sunday, April 02, 2023
Contact Person	Rogers, Lucas
Contact Phone	1 (518) 447-5566
Vendor Info	Barton and Laguidice D.P.C. 10 Airline Drive, Albany, NY 12205
Estimated Amount	\$30,000.00
Estimated Term	4/15/2023 to 4/14/2024
Scope of Services	Complete County Operations and Community Greenhouse Gas Inventories for Albany County
Budget Line Item	AA8020 - 44046 - - -
Fiscal Impact	County: 50.00% State: 50.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE



DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
ECONOMIC DEVELOPMENT, CONSERVATION AND PLANNING
112 STATE STREET – ROOM 1310
ALBANY, NEW YORK 12207-2021
(518) 447-5670

April 3, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 9th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

Albany County is requesting to contract with Barton and Loguidice, D.P.C in the amount of \$30,000 for the completion of a County operation Greenhous Gas Inventory and a Community Greenhouse Gas Inventory. The inventories will provide the County with valuable baseline data that informs the development of a County Climate Action Plan. Three bids were received and Barton and Loguidice was determined to provide the best value to the County. The project will be 50 percent reimbursed by NYSDEC.

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

Sincerely


Daniel P. McCoy
Albany County Executive



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

RECOMMENDATION NOTICE

To: Pam O'Neill, Purchasing Agent

From: Office of the Albany County Executive

Date: 4/3/2023

Subject: RFP # 2023-017
Albany County Greenhouse Gas Inventories

Upon review of the three (3) proposals that were received regarding the aforementioned project, I would like to recommend Barton and Loguidice, D.P.C for the award. All bids submitted were strong and comprehensive. The proposal submitted by Barton and Loguidice was graded more favorably on experience and quality of the overall bid.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Luc Rogers
Office of the County Executive

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: April 3, 2023

RE: RFP-2023-017, Albany County Greenhouse Gas Inventories

I am in receipt of your recommendation to award the aforementioned to Barton and Loguidice, D.P.C in the amount of \$30,000.00.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposals submitted. I have no objection to the selection of Barton and Loguidice, D.P.C for award.

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

	Barton and Loguidice	AKRF	Lotus
LR	4.6	4.6	4.4
PC	4.6	4.4	4.2
TS	4.5	4.6	4.2
Total	13.7	13.6	12.8
Average	4.57	4.53	4.27
Rank	1	2	3

RFP #2023-017: Albany County Greenhouse Gas Inventories

Proposal Rating Worksheet

Proposer: AKRF

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Previous experience with GHG inventory work for municipalities and/or other large complex operational portfolios, particularly county portfolios, including in New York State.	5	1	4.5	0.9	5	1		0
Capacity and Timeliness.	4	0.8	3.5	0.7	4	0.8		0
Quality of the proposal submitted.	5	1	4	0.8	5	1		0
Qualifications of the team members that will work directly on this project.	4	0.8	5	1	4	0.8		0
Cost Proposal.	5	1	5	1	5	1		0
TOTALS:		4.6		4.4		4.6		0

NOTES:

RFP #2023-017: Albany County Greenhouse Gas Inventories

Proposal Rating Worksheet

Proposer: Barton & Loguidice

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Previous experience with GHG inventory work for municipalities and/or other large complex operational portfolios, particularly county portfolios, including in New York State.	4.5	0.9	5	1	5	1		0
Capacity and Timeliness.	5	1	4.5	0.9	4	0.8		0
Quality of the proposal submitted.	5	1	4.5	0.9	5	1		0
Qualifications of the team members that will work directly on this project.	3	0.6	4	0.8	4	0.8		0
Cost Proposal.	5	1	5	1	5	1		0
TOTALS:		4.5		4.6		4.6		0

NOTES:

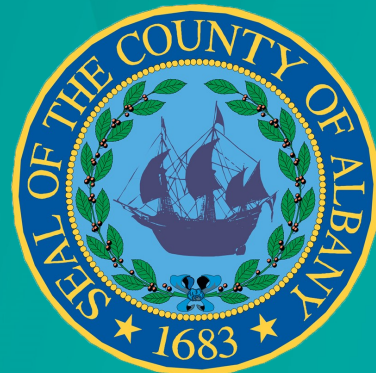
RFP #2023-017: Albany County Greenhouse Gas Inventories

Proposal Rating Worksheet

Proposer: Lotus Engineering & Sustainability

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Previous experience with GHG inventory work for municipalities and/or other large complex operational portfolios, particularly county portfolios, including in New York State.	3	0.6	3.5	0.7	3	0.6		0
Capacity and Timeliness.	4	0.8	4	0.8	5	1		0
Quality of the proposal submitted.	5	1	4.5	0.9	5	1		0
Qualifications of the team members that will work directly on this project.	4	0.8	4	0.8	4	0.8		0
Cost Proposal.	5	1	5	1	5	1		0
TOTALS:		4.2		4.2		4.4		0

NOTES:



Proposal

ALBANY COUNTY GREENHOUSE GAS INVENTORIES

February 24, 2023





February 23, 2023

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

Re: Proposal for Greenhouse Gas Inventories
File: 708.6363

Dear Ms. O'Neill:

Barton & Loguidice, D.P.C. (B&L) is pleased to present this proposal for Albany County to complete a comprehensive Government Operations and Community Greenhouse Gas (GHG) Inventory. This inventory is a critical step in the completion of an overall Climate Action Plan that will establish goals for the County-wide reduction of GHG emissions and progress tracking. This inventory and resulting emissions data will be completed in accordance with the New York Climate Smart Communities (CSC) Certification program and data submission requirements of the Department of Energy's Better Climate Challenge, for which the County is a participant.

Our team is well-suited to serve the County with this important project, and has local knowledge and expertise in:

- GHG emission inventories and climate action plans,
- State and federal GHG reporting programs,
- Voluntary carbon markets,
- NYS Climate Leadership and Community Protection Act (CLCPA) Analyses, and
- Energy systems and climate mitigation and adaptation planning.

We appreciate that Albany County is taking strong actions to combat climate change, including transitioning to a zero-emissions fleet through the purchase of all-electric vehicles, the conversion of County streetlights to LED lights, the development of County solar energy projects, and the installation of geothermal heating and cooling systems in newly constructed County facilities. With the completion of this project, the County will be well-suited to track their energy use and emissions and target additional reduction strategies and projects.

B&L has the capacity to complete the components of this project within the timeline outlined in the RFP. We will comply with all provisions, certify that all of the information contained in this technical and price proposal is true and accurate, and are prepared to begin work upon contract approval.

Should you have any questions regarding this proposal, please contact the undersigned at 315-457-5200, snostrand@bartonandloguidice.com, kwilliams@bartonandloguidice.com.

Sincerely,

Barton & Loguidice, D.P.C.

A handwritten signature in blue ink, appearing to read 'Scott D. Nostrand'.

Scott D. Nostrand, P.E.
Senior Vice President

A handwritten signature in blue ink, appearing to read 'Kyle C. Williams'.

Kyle C. Williams, P.E.
Lead Engineer



SECTION I

TITLE PAGE

TABLE OF CONTENTS

ALBANY COUNTY GREENHOUSE GAS INVENTORIES

Barton&Loguidice

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Albany County Greenhouse Gas Inventories

Title Page Table of Contents	Section I
Qualifications/Experience Resumes	Section II
References	Section III
Plan Implementation	Section IV
Cost Proposal Section	Section V
Mandatory Documentation	Section VI



Prepared for:
Albany County
112 State Street, Room 1000
Albany, New York 12207

Prepared by:
Barton & Loguidice, D.P.C.
10 Airline Drive, Suite 200
Albany, New York 12205
Phone: 518-218-1801



SECTION II

QUALIFICATION/EXPERIENCE RESUMES

ALBANY COUNTY GREENHOUSE GAS INVENTORIES

Barton&Loguidice

Section II - Qualification/Experience

Barton & Loguidice, D.P.C. (B&L) has been engaged in the practice of professional engineering since 1961. B&L is a highly diversified planning, engineering, environmental science, and landscape architecture firm with a broad range of experience and expertise. Since our founding in Syracuse, New York, the firm has opened offices in Albany, Rochester, Buffalo, Somers, New Paltz, Binghamton, Plattsburgh, Watertown, and Utica, New York; Camp Hill and Pittsburgh, Pennsylvania; Annapolis and Baltimore, Maryland; Mount Laurel, New Jersey; Hartford, Connecticut; and Portland, Maine.

Throughout our history, B&L has built its business primarily serving public sector clients ranging from the local municipal level (cities, towns, and villages) to county, state, and federal agencies. The firm operates within 8 core practice areas as shown in the graphic below.



Sustainability

One of B&L's core design values is pragmatic sustainability. We approach both natural systems and the built environment with the goal of meeting our client's needs in a way that minimizes adverse impacts and maximizes positive community outcomes. We use our expertise and experience in resiliency planning and sustainable design to provide services such as:

- Reduced water usage and waste disposal;
- Use of natural day lighting and energy efficient equipment and lighting;
- Renewable energy and recycled materials;
- Sustainable construction and brownfield redevelopment;
- Energy efficiency methods such as biogas, landfill gas beneficial use, geothermal heating and cooling

systems, combined heat and power systems, gas recovery and gas to energy facilities, and greenhouse gas (GHG) inventories; and

- Energy analysis.



We believe our experience in GHG inventories and analyses will be of particular benefit to the County. Our services have included evaluations to identify GHG emission sources and calculations for modeled and actual GHG emissions. Once these evaluations and calculations are complete, we prepare comprehensive, site-specific monitoring plans that consider data collection, management, and quality assurance and quality control procedures related to monitoring GHG emission sources. We have also developed monitoring logs to track data for annual Environmental Protection Agency reporting. B&L has provided our monitoring plans and screening analyses for numerous municipal clients.

Our practice areas align closely with GHG reduction sectors, and we can help diverse communities throughout the region address the complex challenges of climate change adaptation and mitigation. Our practice areas work collectively to apply a systems thinking approach that connects climate change issues with environmental justice and equity challenges.

Air Quality Services

Air Permitting and Compliance Experience

B&L's air permitting and compliance team has worked together on air permitting projects across New York State and beyond for decades. We currently provide annual air permitting and air permit compliance reporting services for 11 Title V facilities in New York State on an ongoing basis and provide permitting and compliance assistance for clients with Air State Facility permits and Air Facility registrations.

Our staff's expertise provides our clients with a vast knowledge of applicable air regulations and regulatory requirements, and our relationships with regulators have proven valuable when working through permitting challenges. B&L's permitting and compliance services include emission inventories and calculations, facility audits, air permitting, permit preparation, specialized air emissions testing, air dispersion modeling, indoor air quality assessments, air pollution control system design and optimization, emission modeling, stack testing assistance, emission control evaluations, hazardous air pollutant emissions categorization, applicability determination for National Emission Standards for Hazardous Air Pollutants regulations and new source review regulations, permitting application assistance, and draft permit review and negotiation.

NYS Climate Leadership and Community Protection Act (CLCPA) Analysis

B&L is experienced in the preparation of NYS CLCPA Analyses for air emission facilities. New York State recently passed the Climate Leadership and Community Protection Act; and as a result of that rulemaking, NYSDEC is requiring all new/modified air facilities to complete a CLCPA analysis and submit it with the air permit (or other state permit) application. NYSDEC has issued DEC Program policy DAR-21 which provides guidance when preparing and reviewing CLCPA analyses in support of air permit applications. This guidance document was finalized on December 14, 2022. Based on our experience with the prior draft and now final version of the DAR-21 guidance document, and our prior experience with other clients, a typical CLCPA Analysis requires:

- Greenhouse gas (GHG) emission estimates from on-site sources to include on-site fossil fuel combustion sources, including upstream and downstream emissions attributed to production, transmission, and use of fossil fuels or imported electricity. Projected future GHG and carbon dioxide equivalent (CO₂e) emissions for years 2030 and 2050 are included in the assessment using 20-year global warming potential (GWP) values.
- A comparison of facility GHG emissions to the CLCPA economy-wide requirements to reduce GHG emissions in the state by 40% below 1990 levels by 2030, and 85% below 1990 levels by 2050.
- A discussion of mitigation measures to reduce GHG emissions as necessary.
- A discussion of any process emissions and co-pollutants (hazardous air pollutants) emitted and associated emission controls.
- Report with supporting calculations to be submitted to NYSDEC.

Air Dispersion Modeling

Air dispersion modeling has become standard practice for nearly any and all air permit applications. For facilities emissions and short and long-term ambient air quality, computer modeling can help determine on-site conditions and health risks. B&L uses the United States Environmental Protection Agency's (USEPA) AERSCREEN and AERMOD modeling software to help predict dispersion of contaminants into the air from both existing and proposed emission sources. These programs can also analyze potential air contaminant concentrations and compare them to New York State Department of Environmental Conservation and National Ambient Air Quality standards and models.



Mandatory Environmental Protection Agency Greenhouse Gas Monitoring and Reporting

B&L has prepared GHG monitoring plans and screening analyses for numerous clients to satisfy the requirements for the United States Environmental Protection Agency's (USEPA) Mandatory Greenhouse Gas Reporting Rule (40 Code of Federal Regulations Part 98). This process involves:

- Evaluation to identify GHG emission sources that must be monitored,
- Calculation of modeled and actual GHG emissions from various stationary combustion sources, and
- Calculation of fugitive methane emissions from municipal solid waste landfill sources.

Once this process is completed, B&L can prepare a comprehensive, site specific monitoring plan that includes data collection, management, and quality assurance and quality control procedures related to monitoring GHG emission sources. We have also developed monitoring logs to track data for annual USEPA reporting.

Carbon Offset Markets

B&L has assisted several private and municipal solid waste clients in the development of greenhouse gas emission offset ("carbon credit") projects. These projects are available to select solid waste landfills that voluntarily reduce their greenhouse gas emissions through the collection and destruction of methane gas generated from landfilling waste. B&L has provided technical support for these projects including initial project development, systems design, and cost

analyses. B&L also prepares the annual greenhouse gas emission reduction inventory calculations and monitoring summary reports for the projects, and serves as the technical expert during mandatory third party verification audits of the project. B&L is currently working on projects registered through the Climate Action Reserve, American Carbon Registry, and Voluntary Carbon Standard greenhouse gas registries which all maintain different project standards and protocols.

Energy Engineering

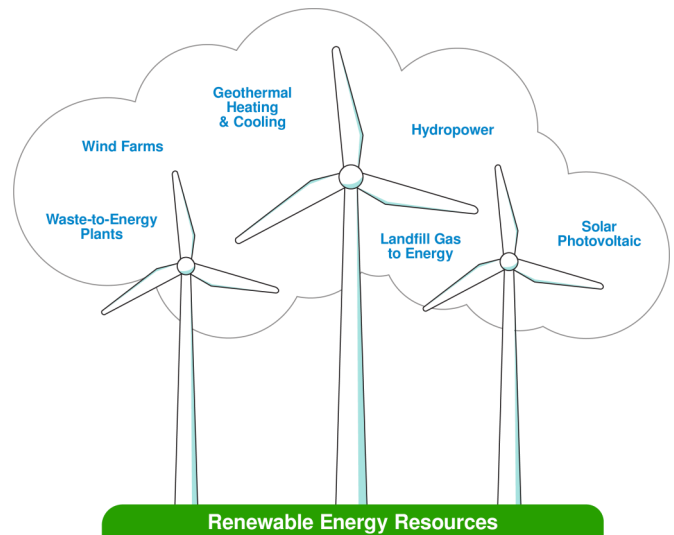
B&L has been a leader in developing and implementing energy-efficient technologies and renewable energy projects for decades. With our understanding of the underlying technical, economic, and political forces shaping the current competitive energy marketplace, we are able to provide practical strategies to help our clients manage the cost and reliability of their energy resources. Our energy experts work with facility owners and managers to identify simple and straightforward energy-efficiency improvements involving building mechanical and electrical systems.



Renewable Energy

We develop financially and environmentally efficient renewable energy generation methods for both public and private sector clients. The energy industry changes rapidly and can be difficult to navigate. We help our clients manage their energy assets and ensure that they have access to dependable, continuous power. The renewable energy generation methods and systems we work with include:

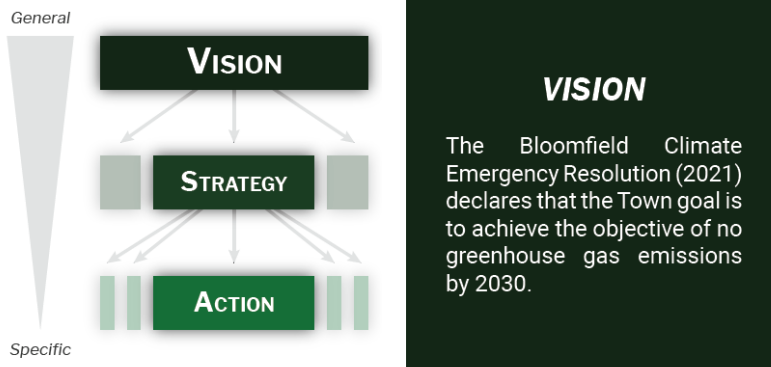
- Biosolids and high strength organics to energy;
- Landfill gas to energy;
- Source separated food processing systems;
- Low, medium, and high BTU gas transmission engineering;
- Renewable compressed natural gas (CNG) and alternative fueling stations;
- Biofuels;
- Community benefit assessment;
- Utility interconnection and protection design; and
- Local permitting assistance.



Town of Bloomfield

Climate Emergency Energy Plan

Bloomfield, Connecticut



Client Contact:

Daniel J. Carter, PWE
 Director of Public Works and Facilities
 Town of Bloomfield
 Department of Public Works
 21 Southwood Drive
 Bloomfield, Connecticut 06002
 860-243-1487
dcarter@bloomfieldct.org

Total Project Cost:

\$12,956

Completion Date:

2022

STRATEGIES



With a vision of achieving zero greenhouse gas emissions by 2030, the Town of Bloomfield hired Barton & Loguidice to develop a Climate Emergency Energy Plan. The process began with the development of a 2021 Baseline Greenhouse Gas (GHG) Inventory which identified the types, sources, and estimated quantities of GHG emissions resulting from Town operations. The types of GHG emissions analyzed include stationary combustion, mobile combustion, and electricity use. The total GHG emissions were then broken down by source (e.g., all Town departments and facilities), including the Board of Education, Human Services, Police, Prosser Library, Public Works, Town Hall, Volunteer Ambulance, and Wintonbury Library.

Based on the findings of the 2021 Baseline GHG Inventory, strategies and actions for reducing greenhouse gas emissions were recommended. Each action item was detailed in an implementation matrix, which identified a timeframe for completion, cost scale, and potential partners.

Key Features

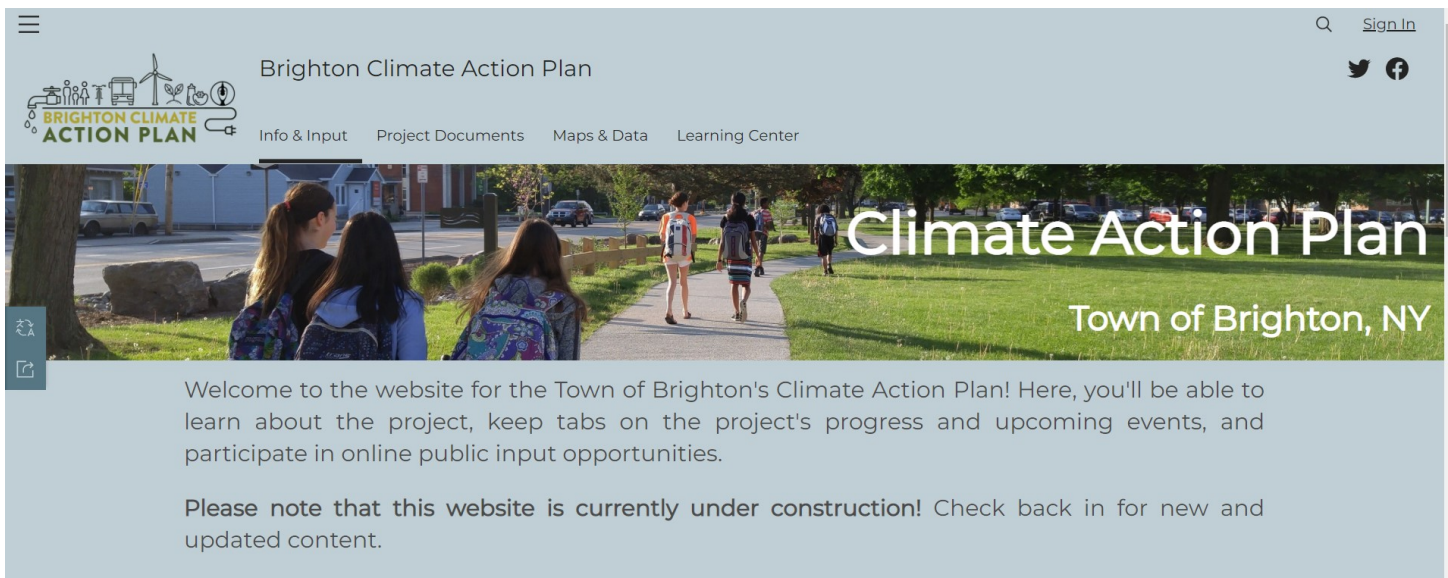
- 2021 baseline GHG inventory
- Summary of State of Connecticut efforts to achieve GHG emissions reductions
- Implementation matrix for greenhouse gas emissions reduction actions



Town of Brighton

Brighton Climate Action Plan

Brighton, New York



B&L is assisting the Town of Brighton in Monroe County, New York in the review of the Town's Greenhouse Gas (GHG) Emissions Inventory using an equity-based engagement strategy to develop an actionable implementation plan. The inventory of GHG emissions will provide the data needed to set realistic goals and track progress toward reducing operating costs, energy use, and emissions in order for the Town to focus on community-based climate resilience. This project will also support the goals of the New York State Climate Leadership and Community Protection Act and the Town's participation in the NYS Climate Smart Communities Certification program.

Project Highlights

- GHG emissions reduction goals
- Climate action strategies
- Community engagement plan
- Project website: townofbrighton.org/climate-action-plan

Client Contact:

Evert Garcia, P.E.
 Town of Brighton
 2300 Elmwood Avenue
 Rochester, New York 14618
 585-784-5222
evert.garcia@townofbrighton.org

Total Project Cost:

\$78,504

Completion Date:

Ongoing

Rockland County

Rockland County CSC and CEC Action Strategy

Rockland County, New York

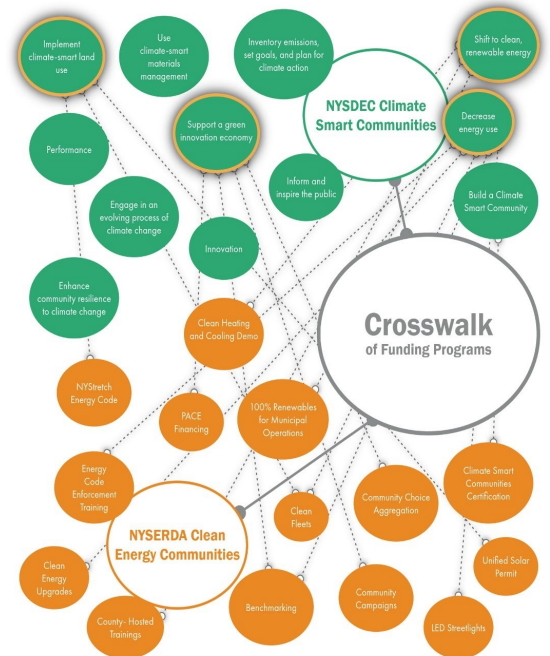
The NYSDEC Climate Smart Communities (CSC) program began in 2009 and provides a framework of actions communities can take to reduce their greenhouse gas (GHG) emissions and adapt to climate change. Launched in 2016, NYSEERDA's Clean Energy Communities (CEC) program aims to help local governments reduce their energy consumption and increase clean energy usage in their communities. The two programs are complimentary to one another, requiring participating communities to complete and document a set of actions to earn a designation.

Rockland County is a participating community in both the Climate Smart Communities program and the Clean Energy Communities program. The County teamed up with Barton & Loguidice to develop the *Rockland County CSC and CEC Action Strategy*, a plan that outlines how the County can complete and submit actions under both programs. Based on research, conducted interviews with Rockland County's departments, and supporting materials provided from County departments, B&L provided recommendations for the plan regarding strategic actions, services, tools, and guidance for engaging County departments in both the CSC and CEC programs. The numerous County agencies that B&L staff conducted interviews with provided information regarding projects and actions taken related to CSC and CEC programs to earn points. Information about projects that Rockland County has potentially completed and relevant data were compiled into a spreadsheet to determine which actions the County could potentially earn points for and which actions the County could undertake.

The *Rockland County CSC and CEC Action Strategy* is a roadmap that the County may choose to follow to increase clean energy usage and achieve significant reductions in their greenhouse gas (GHG) emissions and energy consumption.

Key Features

- Provide a comprehensive overview of both the Climate Smart Communities and Clean Energy Communities programs.
- Establish Rockland County's goal of achieving Bronze certification under the CSC program and becoming a designated community under the CEC program.
- Create a crosswalk of funding Programs to outline a path for the County to achieve points under both the CSC and CEC programs simultaneously.
- Prepare a snapshot of existing conditions in Rockland County to detail the County's progress under both programs to date and show how continued efforts under these programs can have positive impacts for vulnerable populations.
- Identify short-, medium-, and long-term actions that each County department can take to help the County gain points under the CSC program.
- Highlight opportunities for cross-departmental cooperation to achieve points for the County under both programs.
- Offer recommendations for how the County could select its CSC Coordinator.
- Design CSC project profiles that detail how the County can implement certain actions for different point ranges, including the source of funding and potential project partners.
- Generate recommendations for actions that the County can follow to become a designated Clean Energy Community.
- Produce a CSC action spreadsheet that shows the points that each County department or agency would likely earn if the short-, medium-, and long-term actions included in the *Rockland County CSC and CEC Action Strategy* are completed.



Client Contact:

Douglas J. Schuetz
Acting Commissioner of Planning and
Public Transportation
Rockland County
Departments of Planning and Public
Transportation
50 Sanatorium Road, Bldg. T
Pomona, New York 10970
845-364-3421
schuetzd@co.rockland.ny.us

Total Project Cost:
\$70,000

Completion Date:
2023

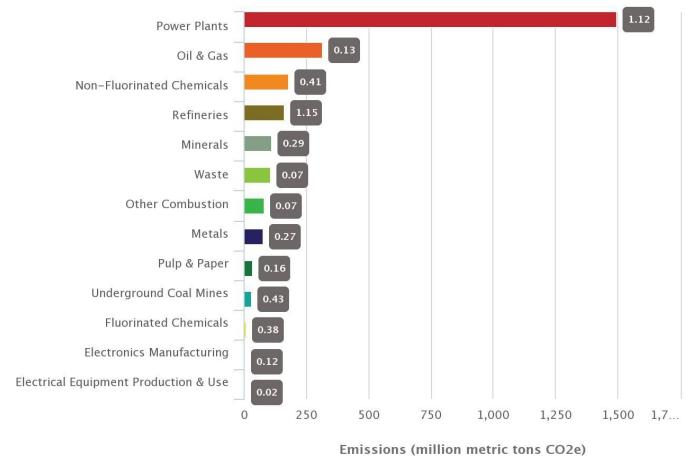
Various Municipalities

EPA Greenhouse Gas Monitoring Plan Development

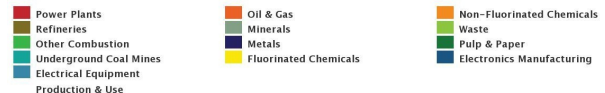
Various Locations, New York

B&L has assisted several private and municipal clients in the development of Greenhouse Gas Monitoring Plans as a requirement of the U.S. Environmental Protection Agency (EPA) Mandatory Greenhouse Gas Reporting Rule (40 CFR Part 98). The rule requires subject facilities to develop and maintain written greenhouse gas (GHG) monitoring plans. B&L conducted greenhouse gas emissions inventories to determine initial applicability with the rule, and drafted the GHG monitoring plans for client use in monitoring GHG emissions. The plans include identification of positions of responsibility, identification of greenhouse gas emission sources, monitoring and data acquisition procedures and frequencies, monitoring equipment calibration procedures, emission calculation methodology, and quality assurance/quality control (QA/QC) procedures.

2020 Direct GHG Emissions Reported by Sector



Click on sectors below to customize sectors displayed in the chart



Various Municipalities

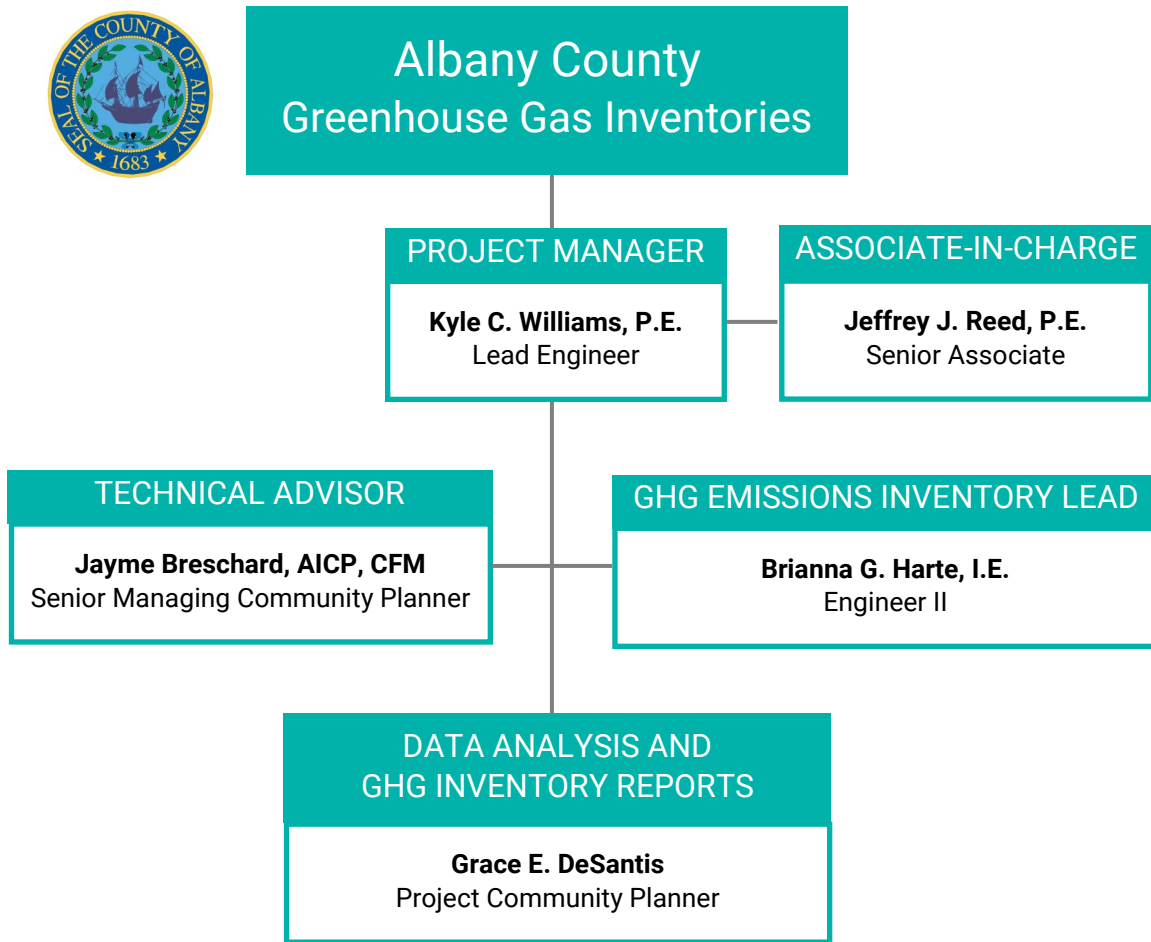
EPA Greenhouse Gas Emissions Reporting

Various Locations, New York

B&L assists in greenhouse gas emissions reporting for several private and municipal solid waste clients that are subject to the EPA Mandatory Greenhouse Gas Reporting Rule (40 CFR 98). As part of these ongoing projects, B&L prepares actual and modeled facility GHG mission calculations for subject emission sources. The greenhouse gas emissions are reported to the EPA annually utilizing the EPA's electronic Greenhouse Gas Reporting Tool (e-GGRT) web-based emissions reporting system, and are tracked to determine emission trends for the subject facilities and industry sectors.



Section II - Resumes



Jeffrey J. Reed, P.E.

Senior Associate

Years of Experience: 21**Office Location:** Syracuse**Education:** M.E. Agricultural and Biological Engineering, Cornell University, 2001; B.S. Agricultural and Biological Engineering, Cornell University, 1999**Professional Registrations:** Registered Professional Engineer - New York, 2006; 40-Hour HAZWOPER Certification; NYS Class A/B UST Operator**Summary**

Mr. Reed's primary responsibilities are in the areas of air permitting and compliance reporting, air emission inventories, greenhouse gas emission inventories and reporting, noise assessments, environmental compliance audits, fleet fueling system design, petroleum and chemical bulk storage system design, spill prevention and control, solid and hazardous waste management, environmental site assessments, environmental remediation, and environmental compliance engineering. Mr. Reed currently serves as the environmental engineering program manager for air permitting, emission inventories and compliance, noise assessments, fleet fueling system and petroleum bulk storage, chemical bulk storage, spill prevention, environmental remediation, and environmental compliance programs. Mr. Reed also serves on B&L's corporate Health and Safety Committee.

EPA Greenhouse Gas Program Experience, Various Clients

Mr. Reed has managed the preparation of greenhouse gas (GHG) screening analyses for numerous clients to satisfy the requirements for the U.S. Environmental Protection Agency (EPA) Mandatory Greenhouse Gas Reporting Rule (40 CFR Part 98). The process involves evaluating each site to identify specific GHG emission sources requiring monitoring, calculating modeled and actual GHG emissions from various stationary combustion sources and fugitive methane emissions from MSW landfill sources, and preparing comprehensive site specific monitoring plans which included data collection, management, and QA/QC procedures related to the monitoring of GHG emission sources. Mr. Reed served as project manager for the preparation of GHG Monitoring Plans for facilities subject to the rule. B&L provides the assistance with annual GHG emission calculations and reporting to EPA.

Air Quality and Compliance Program

Mr. Reed serves as the air compliance program manager and his experience includes preparation of air emission

inventories and emission calculations, completion of more than 40 NYSDEC Air Permit Applications, annual Title V permit compliance reporting for 10 facilities, air quality and landfill gas testing including: indoor air testing, LFG quality (including methane, particulates and sulfur), air emission (methane) surface scans, Tier 2 LFG testing, stack testing, engine emission pollutant monitoring (for NO_x and CO), and TO-15 hazardous air pollutant sampling and testing. Mr. Reed also has experience with fuel gas quality testing for various permits, landfill gas to energy projects, and carbon trading programs.

Relevant Project Experience**Steuben County Title V Air Compliance Reporting, Steuben County Division of Solid Waste, Steuben County, New York**

B&L assists Steuben County with the ongoing Title V air permit and compliance monitoring assistance for the County's New Bath Landfill, which includes the closed Old Bath Landfill. B&L performs the following air permit compliance reporting tasks on an ongoing annual basis for the County: January 30th, Semi-Annual Title V Compliance Monitoring Report; January 30th, Annual Title V Compliance Certification Report; January 30th, EPA Annual NMOC Emission Rate Report; March 31st, Annual EPA Mandatory GHG Report; April 15th, Annual NYSDEC Emissions Statement; July 30th, Semi-Annual Title V Compliance Monitoring Report, as needed general air consulting assistance. In addition to the above services, B&L also performs the following air permit compliance reporting tasks on a periodic as needed basis for the Steuben County New Bath Landfill: Title V Air Permit Compliance Records Audit, Title V Air Permit Renewal Applications, Title V Air Permit Modification Applications, Site Specific Tier 2 Landfill Gas Testing and Reporting, Hazardous Air Pollutant Testing, Landfill Gas Fuel Quality Testing for LFGTE Development Project.

Kyle C. Williams, P.E.

Lead Engineer

**Years of Experience:** 17**Office Location:** Syracuse**Education:** B.S., Environmental Engineering - SUNY College of Environmental Science and Forestry, Syracuse, New York, 2005**Professional Registrations:** Professional Engineer - New York, 2012; Hazardous Waste Operations Health and Safety (HAZWOPER)**Summary**

Mr. Williams' principal responsibilities are in the fields of air quality, noise monitoring and assessments, petroleum and chemical bulk storage system design and permitting, fleet fueling system design and construction oversight, spill prevention and control, solid and hazardous waste management, environmental investigations and remediation, and environmental audits and compliance assistance. Mr. Williams' air quality experience involves engineering services related to air permitting and compliance reporting, air emission inventories, greenhouse gas emission inventories, voluntary carbon markets, mandatory GHG reporting, odor studies, stack testing oversight, and ambient air dispersion modeling. Mr. Williams also provides landfill testing services including regulatory testing, landfill gas collection system balancing, and gas quality testing for landfill gas to energy systems.

Relevant Project Experience**Greenhouse Gas Emissions Inventory and Reporting, Various Clients**

Mr. Williams is responsible for greenhouse gas (GHG) monitoring and reporting for numerous clients to satisfy the requirements of the U.S. Environmental Protection Agency (EPA) Mandatory Greenhouse Gas Reporting Rule (40 CFR Part 98). Mr. Williams has assisted numerous solid waste clients with the preparation of site specific GHG Monitoring Plans which include data collection, management, and QA/QC procedures related to the monitoring of GHG emission sources. Mr. Williams also serves as the lead engineer for calculating and reporting the annual greenhouse gas emissions using the EPA's electronic Greenhouse Gas Reporting Tool (e-GGRT). The reporting process involves calculating modeled and actual GHG emissions from various stationary combustion sources and fugitive methane emissions from MSW landfill sources.

Air Permit Compliance, Various Clients

Mr. Williams has provided ongoing air permit engineering and compliance services for numerous Title V landfill and industrial clients. Mr. Williams works with facility managers and staff to ensure compliance with site air permits on a continuous basis. As part of the compliance services, he prepares semi-annual and annual monitoring and compliance reports, NESHAP and NSPS reports, emission capping reports, NMOC and VOC emission rate reports, and annual emission inventory statements. Mr. Williams conducts compliance audits and assists in the establishment and maintenance of monitoring and recordkeeping systems.

Air Permitting, Various Clients

Mr. Williams has been responsible for the preparation of air permit applications, air permit renewal applications and air permit modification applications for numerous solid waste and industrial clients in New York, Pennsylvania, Maryland, Ohio, Maine, and Florida. Current permitting projects range in size from minor permit modifications, air facility registrations and air state facility permit applications, to new Title V permits or modifications including significant major source determinations involving both Prevention of Significant Deterioration (PSD) and New Source Review (NSR) programs. Mr. Williams has been involved with all aspects of the permitting process, has developed a working relationship with regulators, and is well versed on existing and new state and federal air regulations.

Climate Emergency Energy Plan, Town of Bloomfield, Connecticut - The Town of Bloomfield is in the process of developing a Climate Emergency Energy Plan that outlines a strategy to meet their zero greenhouse gas emissions goal from Town operations by 2030. Mr. Williams is the lead engineer and responsible for GHG inventory QA/QC and data analysis.

Brianna G. Harte, I.E.

Engineer II

**Years of Experience:** 3**Office Location:** Albany**Education:** B.S., Environmental Engineering - Rensselaer Polytechnic Institute, Troy, New York, 2019**Professional Registrations:** Intern Engineer, New York, 2019
Hazardous Waste Operations and Emergency Response (HAZWOPER); NYSDEC 4-Hour Erosion and Sediment Control Training; Class A/B Operator of Underground Storage Tank (UST) Systems**Summary**

Ms. Harte provides engineering support and design services, including: facility air emission modeling and reporting, carbon credits data analysis and reporting, fleet fueling station design, building oil heating tank design, PBS inspections, hazardous waste handling and disposal, and spill prevention and control programs. She also provides support for environmental monitoring and remediation projects, including: data management, subsurface investigations, groundwater and stormwater monitoring, and soil sample collection. She offers CAD, GIS, VBA macro programming, EQulS, AERSCREEN, and data management support on various projects.

Relevant Projects**Greenhouse Gas (GHG) Emissions Reporting, Various Clients, New York**

Ms. Harte assists in greenhouse gas (GHG) monitoring and reporting for MSW landfill sources to satisfy the requirements of the U.S. Environmental Protection Agency (EPA) Mandatory Greenhouse Gas Reporting Rule (40 CFR Part 98). She serves support engineering for calculating and reporting modeled and actual annual greenhouse gas emissions from stationary combustion sources and fugitive methane emissions using the EPA's electronic Greenhouse Gas Reporting Tool (e-GGRT).

Air Permitting and Compliance, Various Clients, New York and Pennsylvania

Ms. Harte prepared an emissions inventory of facilities for air permit applications for industrial clients in New York and Pennsylvania. She also assists with compliance services for Title V landfill clients, preparing semi-annual and annual monitoring and compliance reports, NMOC and CAP emission rate reports, and annual emission inventory statements.

Facility Air Registration, Private Manufacturing Client, New York

Ms. Harte assisted in facility air registration emission calculations to satisfy New York Air Permit Regulations (6 NYCRR Part 200), Process Operations (6 NYCRR Part 212), and Surface Coating Processes (6 NYCRR Part 228) and U.S. EPA National Emissions Standards for Hazardous Air Pollutants (NESHAP) for Metal Fabrication and Finishing Sources (40 CFR Part 63 Subpart XXXXXX). She served support engineering for air emissions modeling and evaluation by calculating actual and potential emissions from surface coating operations, stationary combustion sources, welding, plasma cutting, and abrasive shot blasting.

Carbon Credits, Various Clients, New York

Ms. Harte evaluates air emissions and fuel and electricity usage data of solid waste clients using tools such as pivot tables, calculates net greenhouse gas emission reductions, and reports verification and monitoring reports as part of various national and international carbon credit programs, including the American Carbon Registry (ACR), the Climate Action Reserve (CAR), and the Verified Carbon Standard (VCS). She has also assisted in the renewal of these programs, projecting future potential emissions and credits and updating project documents in accordance with new program standards, established methodology tools, and facility data.

Environmental Site Assessment, Various Clients

Ms. Harte developed and sampled groundwater monitoring wells for assessment of potential contamination for Phase I remedial investigation, assisted in characterizing soil for a subsurface investigation around a petroleum bulk underground storage tanks, generated groundwater contour maps, assisted on groundwater monitoring reports, and developed site plans using CAD and GIS.

Jayne Breschard, AICP, CFM

Senior Managing Community Planner

Years of Experience: 21

Office Location: Rochester

Education: B.A., Historic Preservation and Geography, Mary Washington College, 2000; M.A., Historic Preservation Planning, Cornell University, 2005

Professional Registrations: American Institute of Certified Planners (AICP), 2013; Association of State Floodplain Managers (ASFP), Certified Floodplain Manager (CFM), 2011



Summary

Ms. Breschard is a Senior Managing Community Planner with 21 years of experience in project management and community planning. She has lead teams; coordinated with municipalities and other project stakeholders; provided a regional approach to economic, social, and environmental concerns; and managed resources, schedules, and budgets. Her specializations include land use, water resources, general municipal planning, local government technical assistance, education and outreach, and training and workshop development and facilitation.

Relevant Projects

Climate Action Plan, Town of Brighton, New York - B&L is assisting the Town of Brighton with the development of an updated greenhouse gas inventory (GHGI) and climate action plan utilizing a robust community engagement process. The project features a publicly-accessible project website with two online public engagement tools: an ideas wall and an interactive map called the Brighton Climate App. Ms. Breschard is the project manager, serving as the primary point of contact for the Town, sub-consultant team, and other partners. She also provides the technical expertise in identifying climate action strategies and projects.

Climate Emergency Energy Plan, Town of Bloomfield, Connecticut - The Town of Bloomfield is in the process of developing a Climate Emergency Energy Plan that outlines a strategy to meet their zero greenhouse gas emissions goal from Town operations by 2030. Ms. Breschard is the Project Manager and responsible for key milestones, various deadlines, and all project deliverables across a multi-disciplinary team. She provides her leadership in climate action planning to the team.

CSC and CEC Action Strategy, Rockland County, New York B&L is providing sustainability consulting services to Rockland County by developing a CSC & CEC Action Strategy. The Action Strategy is a roadmap that outlines how Rockland County can advance certification in the Climate Smart Communities (CSC) Certification program and NYSEERDA's Clean Energy Communities (CEC)

program and be eligible for future grants. Ms. Breschard is the Project Manager and has led key interviews with various County Departments and stakeholders. She provides day-to-day management of the project in addition to the coordination and facilitation at all meetings.

Albany County Climate Resiliency Plan, Albany County, New York* - Working with County staff and a project advisory committee, this resiliency plan will refine and prioritize strategies, define actions, and recommend projects necessary to reduce the impacts of climate impacts. The plan will include a matrix of prioritized next steps for county resilience, including potential funding sources and a timeline for implementation, as well as relevant maps, tables, and data. All findings from research and community feedback will be compiled into a final deliverable. Ms. Breschard served as the Resiliency Specialist, based on familiarity with the DOS Countywide Resiliency Planning Grant Program, and provided technical expertise and support services for the identification and development of climate actions and projects.

Climate Action Plan, Phase 1: County Facilities, Monroe County, New York* - Development of Phase 1 for the County's Climate Action Plan (CAP) seeks to reduce greenhouse gas (GHG) emissions and strengthen resiliency; address both mitigation and adaptation; and create goals, actions, and policies that are innovative and achievable for government operations. For Phase 1, Ms. Breschard was responsible for day-to-day management of the project and for leading all community engagement and meeting activities. Through transparent and meaningful community outreach and engagement, the team will create a plan that provides a clear path for transitioning to Phase 2: Countywide Climate Action Plan and a long-term vision. This plan will advance resiliency planning for the County and its participating local governments in New York State's Climate Smart Communities (CSC) Certification Program while simultaneously identifying opportunities to satisfy the requirements of NYSEERDA's Clean Energy Communities (CEC).

*Completed prior to joining B&L

Grace E. DeSantis

Project Community Planner



Years of Experience: 2

Office Location: Buffalo

Education: Master of Urban Planning, State University of New York at Buffalo, 2020; B.S., Environmental Science, Environmental Planning and Management, State University of New York at Plattsburgh, 2017

Summary

Ms. DeSantis personifies the B&L strategic goal of merging environmental science with community planning to address issues of sustainability, climate mitigation and adaptation, and environmental justice. She is a native of the Buffalo area, where she was deeply involved in local climate change and sustainability research while pursuing her Master's in Urban Planning. Ms. DeSantis strives to apply her technical background in the environmental sciences to her work in urban planning to assist communities in achieving climate-smart solutions. This is realized through her involvement in comprehensive planning, greenhouse gas inventory and climate action planning, active transportation planning, zoning assessments, and other community planning initiatives. In her role at B&L, Ms. DeSantis focuses on report preparation, mapping and spatial analysis, survey development and administration, public workshop facilitation, and project website and online public input tool design.

Relevant Projects

Climate Action Plan, Town of Brighton, New York - B&L is assisting the Town of Brighton with the development of a Climate Action Plan with a robust community engagement process. Ms. DeSantis has developed and maintained a publicly-accessible project website (townofbrighton.org/climate-action-plan), which includes two online public engagement tools: an Ideas Wall and an interactive map called the Brighton Climate App. She has also drafted a Community Engagement Plan, and assisted with the preparation/facilitation of a virtual public workshop, two events at the Brighton Farmers Market, and a public meeting presentation.

Climate Emergency Energy Plan, Town of Bloomfield, Connecticut - The Town of Bloomfield is in the process of developing a Climate Emergency Energy Plan to progress their goal of achieving zero greenhouse gas emissions from Town operations by 2030. Ms. DeSantis has been engaged in this project through report and infographic design and the development of recommendations.

CSC and CEC Action Strategy, Rockland County, New York - B&L is providing sustainability consulting services to Rockland County by developing a CSC & CEC Action Strategy. This document identifies activities that Rockland County is or could be engaged in to complete Actions and achieve certification under the NYS Climate Smart Communities (CSC) and NYSEERDA Clean Energy Communities (CEC) programs. Ms. DeSantis has been involved in this project through report and infographic design.

Mayville Strategic Waterfront Activation, Chautauqua County, New York - The Chautauqua Region Economic Development Corporation (CREDC) and Chautauqua County Partnership for Economic Growth (CCPEG) contracted B&L to assist with the development of a master plan for Lakeside Park and the West Lake Rd corridor in the Village of Mayville. Ms. DeSantis was involved in this process through the development and maintenance of a project website (bartonloguidice.mysocialpinpoint.com/mayville-waterfront) and online interactive map, analysis of results from a Recreational Demand Survey, facilitation of a public workshop, and presentation at a public meeting. She also assisted with drafting of the report narrative and overall design of the document.

Comprehensive Plan, Town of Manlius, New York - B&L is assisting the Town of Manlius with the development of their first-ever comprehensive plan. Through this process, Ms. DeSantis has, so far, developed a community profile - based on an analysis of demographic, housing, industry, and land use data - and a vision and goal framework. She also has been involved in several public outreach efforts, including a virtual public workshop, community survey, stakeholder interviews, and focus groups. Ms. DeSantis meets with the steering committee on a regular basis to provide project progress updates, collect feedback on draft documents, and solicit guidance on next steps.



SECTION III

REFERENCES

ALBANY COUNTY GREENHOUSE GAS INVENTORIES

Barton&Loguidice

References

A sampling of B&L's relevant experience is detailed in Section II. Each project description is accompanied with a reference you may contact should you wish to learn more about the project and our performance throughout it.

Our primary references are:

Daniel J. Carter, PWE

Director of Public Works and Facilities
Town of Bloomfield
Department of Public Works
21 Southwood Drive
Bloomfield, Connecticut 06002
860-243-1487

Steven P. Orcutt

Assistant Commissioner
Steuben County Solid Waste Division
3 East Pulteney Square
Bath, New York 14810
607-664-2476
sorcutt@steubencountyny.gov

Evert Garcia, P.E.

Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618
585-784-5222
evert.garcia@townofbrighton.org



SECTION IV

PLAN IMPLEMENTATION

ALBANY COUNTY GREENHOUSE GAS INVENTORIES

Barton&Loguidice

Plan Implementation

Task 1: Project Initiation Meeting and Data Collection/Analysis

Our project approach focuses on implementing the framework necessary for an effective GHG inventory process. B&L will conduct a project initiation meeting with the County project manager and other involved County staff. The meeting will review the requirements, roles, and responsibilities for B&L and the County team for developing the GHG inventories. At this initial meeting, B&L will review a comprehensive written GHG emission inventory data and information checklist with the County team. This document will be used as the basis for acquiring the data to be used in the emission inventory. Data to be provided by the County includes, but is not limited to:

- Electricity and fuel usage records;
- Mobile fleet inventory; and
- Stationary combustion sources including heating, cooling, and emergency generators.

The completeness of the data set, along with how representative the data sets are to typical operations, will direct the baseline year determination for the GHG inventory.

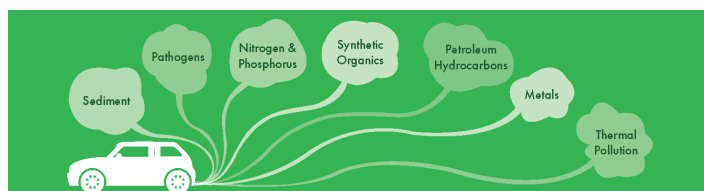
B&L will work closely with County staff to understand operational parameters and data limitations and develop approaches to account for all inputs. Because the main goal of a GHG emissions inventory is to track emissions over time and identify areas for reductions, it is important to emphasize consistency in data collection and approach between inventories. This is especially important as inventories normally become more detailed over time as staff become more familiar with inventory methods and data collection. We have assumed that the County will provide a project manager that will coordinate data requests and acquisition between County departments and facilities. We have also assumed that the County will provide access to existing data collection and reporting spreadsheets for use in updating the emission inventories. Following completion of the data collection and analysis task, B&L will develop a written GHG inventory management plan which will formalize and outline the data collection procedures for future emission inventories.

The tools provided as part of the Climate Smart Communities (CSC) grant program provide easy-to-use input models; however, these tools require the use of

several separate spreadsheets, which may introduce errors. B&L has found that developing a centralized database of input data, using clear linkages to data sources and accounting methods, allows municipalities to track data more consistently over time. The database could also be used to compare emission reduction strategies to prioritize funding and/or provide detailed information for grant applications through the CSC grant program and anticipated federal funding.

Task 2: Government Operations Inventory

Using the data from Albany County government operations obtained from Task 1, B&L will develop a local government operations GHG inventory in conformance with the industry standard local government operations protocol (LGOP). It is anticipated that the U.S. Environmental Protection Agency's Local Greenhouse Gas Inventory Tool: Government Operations Module will be used to develop the baseline year GHG inventory of government operations. If the County requests use of another inventory tool, such as ICLEI's ClearPath software, which is also commonly used but requires a County provided subscription and carries initial and annual fees, we can accommodate that request for use in this inventory. The GHG inventory will include all direct Scope 1 and indirect Scope 2 emission sources as identified during data collection and analysis. B&L will also include selective Scope 3 sources, in consultation with the County. Reporting on Scope 3 emissions is optional for the CSC program. Scope 3 emissions are the other indirect GHG emissions not included in Scope 2, and occur beyond the control of government operations. A common source of Scope 3 emissions that is often included in government operations inventories is employee commuting.



B&L will produce a draft Government Operations Greenhouse Gas Inventory Report for County review. The deliverable will include a database of emission calculations to assist the County with future inventories. All data assumptions, inputs, calculations, and emission estimates will be clearly labeled for full transparency and replicability. Included in the inventory will be a comparison to the 2013 government operations inventory

to be provided by the County, along with trending charts, narrative description of the results of the review, and an emission forecast. The final report will be submitted to the County for NYSDEC reporting and community sharing on County platforms.

Task 3: Community Greenhouse Gas Inventory

B&L will develop a community GHG inventory for Albany County in conformance with the industry standard ICLEI U.S. Community Protocol. It is anticipated that the U.S. Environmental Protection Agency's local greenhouse gas inventory tool: community module will be used to develop the baseline year GHG inventory of government operations. The GHG inventory will include all direct Scope 1 and indirect Scope 2 emission sources from utility energy generation plants as identified. B&L will also complete an inventory of other indirect, upstream, or lifecycle emissions attributed to the community known as Scope 3 sources. Reporting on Scope 3 emissions is optional. Scope 3 emissions are the other indirect GHG emissions not included in Scope 2, and occur beyond the control of government operations. A common source of Scope 3 emissions that is often included in government operations inventories is employee commuting. The CSC program recommends including only those emission sources over which the local government has operational control. The inventory will focus on the largest sources of emissions.

B&L will produce a draft community greenhouse gas inventory report for County review. The deliverable will include a database of emission calculations to assist the County with future inventories. All data assumptions, inputs, calculations, and emission estimates will be clearly labeled for full transparency and replicability. Included in the inventory will be a comparison to the 2010 community operations inventory to be provided by the County, along with trending charts, narrative description of the results of the review. The final report will be submitted to the County for NYSDEC reporting and community sharing on County platforms.

Task 4: Department of Energy Better Climate Challenge Reporting Assistance

The County is a participant in the Department of Energy's (DOE) Better Climate Challenge. B&L will assist the County to ensure that the government operations GHG inventory approach and resulting data will be compliant with this program and the corresponding data reporting requirements. B&L will assist the County in submitting the required GHG data to the DOE and work with the County to develop a process for submitting the GHG data on an annual basis. It is anticipated that this process will be included in the GHG inventory management plan prepared under Task 1.





SECTION V

COST PROPOSAL SECTION

ALBANY COUNTY GREENHOUSE GAS INVENTORIES

Barton&Loguidice

Cost Proposal Section

B&L proposes to complete the services outlined in Section IV for a lump sum fee of **\$28,900**. If additional services are requested beyond the services described herein, those services can be provided in accordance with a fee amendment upon County approval.



SECTION VI

MANDATORY DOCUMENTATION

ALBANY COUNTY GREENHOUSE GAS INVENTORIES

Barton&Loguidice

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.

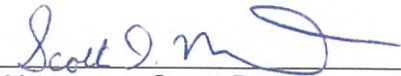
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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 Scott D. Nostrand

Senior Vice President
Title

Barton & Loguidice, D.P.C.
Company Name

2/23/2023

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

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

On this 23rd day of February, 2023, before me personally appeared Scott D. Nostrand to me known, who, being by me sworn, did say that he resides at (give address) 288 Etna Road, Ithaca, New York 14850; that he is the (give title) Senior Vice President of the (name of corporation) Barton & Loguidice, D.P.C., 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.

MELANIE ANNE KIEHL
Notary Public, State of New York
No. 01KI6427418
Qualified in Onondaga County
My Commission Expires Dec. 27, 2025



Notary Public, State of New York

Qualified in Onondaga County

Commission Expires 12/27/2025

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Barton & Loguidice, D.P.C.		3. IDENTIFICATION NUMBERS a) FEIN # 16-1020368 b) DUNS # 05-372-8253	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.BartonandLoguidice.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 443 Electronics Parkway Liverpool, NY 13088 United States		7. TELEPHONE NUMBER (315) 457-5200	8. FAX NUMBER (315) 451-0052
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 Cheri Darrh Title Business Manager Telephone Number (315) 457-5200 Fax Number (315) 451-0052 e-mail cdarrh@bartonandloguidice.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME John F. Brusa Jr.	TITLE President & CEO	b) NAME Richard A. Straut	TITLE Executive President
c) NAME Matthew J. Schooley	TITLE Executive Vice President	d) NAME Richard J. Maxwell	TITLE Sr. Vice President & CFO
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> Richard A. Straut, Executive Vice President; Village of Voorheesville; Mayor; Expires 2026 ☒ 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			

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 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☒ Yes ☐ No See Attached
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 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

Barton & Loguidice - Litigation Summary

02/2023

ATTACHMENT "C" - ALBANY COUNTY - VENDOR RESPONSIBILITY QUESTIONNAIRE

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?

Case / Index #	Parties	Location of Proceedings	Begin / End Dates	Description / Status
2021-54490	ELQ Industries, Inc. vs. County of Dutchess / County of Dutchess vs. Barton & Loguidice, D.P.C., aka Barton & Loguidice, P.C. and Hudson Valley Engineering Associates, P.C. dba HVFA Engineers	New York Supreme Court - County of Dutchess	05-2022 - Present	Construction claim for additional material quantities on the County's Beekman Road Improvement project. B&L included as a third party defendant in May 2022. Case has not progressed.

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

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

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

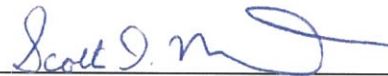
1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual,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

FEIN

Melanie Anne Kiehl
Printed Name
Melanie Anne Kiehl
Signature
2/23/23
Date

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

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



Signature

Senior Vice President

Title

2/23/2023

Date

Barton & Loguidice, D.P.C.

Company Name



Barton&Loguidice

The Experience to **Listen.** The Power to **Solve.**

Albany County Request for Contract Approval

Contract #	2023-975
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	SC) State Contract
Department	A8020 - Economic Dev, Conservation and Planning
Date Submitted	Monday, April 03, 2023
Contact Person	Rogers, Lucas
Contact Phone	1 (518) 447-5566
Vendor Info	Niagara Mohawk Power Corporation 300 Erie Boulevard west, Syracuse, NY 13202
Estimated Amount	\$43,000.00
Estimated Term	4/17/2023 to 4/16/2024
Scope of Services	Conducting an Investment Grade Audit (IGA) to determine the feasibility of adding solar carports to the top level of the MVP Arena Garage.
Budget Line Item	AA8020 - 44487 - - -
Fiscal Impact	County: 0.00% State: 0.00% Federal: 0.00%Local: 0.00% Other: 100.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE



DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
ECONOMIC DEVELOPMENT, CONSERVATION AND PLANNING
112 STATE STREET – ROOM 1310
ALBANY, NEW YORK 12207-2021
(518) 447-5670

April 3, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 9th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

Albany County is requesting to contract with National Grid in the amount of \$43,000 for the completion of an Investment Grade Audit to determine the viability of installing solar canopies on the top level of the MVP Garage. The study takes advantage of National Grid's Utility Energy Services Contract which is a contracting vehicle offered by utilities to advance energy conservation projects. The analysis is fully funded by revenues from the Host Community Benefit Agreement from the Hecate solar project. .

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

Sincerely


Daniel P. McCoy
Albany County Executive

An aerial photograph of a large solar farm. The solar panels are arranged in long, parallel rows that stretch across the landscape. The panels have a blueish-purple hue. A prominent red circular highlight is centered over one of the rows of panels. The text 'MVP Arena Solar PV Canopy Parking Garage Project' is overlaid in white at the top of the image.

MVP Arena Solar PV Canopy Parking Garage Project

Agenda

- Introduction to CBS
- Our Customers
- System Overview
- Project Assumptions and Economics
- Preliminary Financials & Cash Flows
- Our Project Plan & Next Steps



Introduction to Centrica Business Solutions

200-year history

\$37.5B in annual revenues

North American Headquarters in New York (Ballston Lake, NY)

- We employ a full team of solar design engineers, project managers, and site superintendents
- All projects are completely turnkey, we facilitate everything from design through implementation. Any subcontracted work will be overseen by Centrica project management
- Over 25,000 energy projects completed
- Over 150MW installed (309 solar projects)
- Net Promoter Score – 95 (31 pts higher than industry average)
- EMR - .52



Our commercial solar team, has on average over twelve years' experience and have developed and installed over 150MW of solar systems.



Our commercial engineering team, has on average over ten years of experience in commercial solar design and engineering



Our Project Managers are experienced construction and solar professionals having implemented a significant amount of commercial solar over their careers.

New York Municipal Customers

City of Canandaigua, NY

City of Cortland, NY

Town of Colonie, NY (In Development)

Town of Henrietta, NY (In Development)

Town of Avon, NY (In Development)

Town of Owego, NY

Village of Owego, NY

Village of Scotia, NY

Albany County, NY (ACWPD)

Columbia County, NY

Franklin County, NY

Fulton County, NY

Madison County, NY

Monroe County, NY

Montgomery County, NY

Saratoga County, NY (Solar & Lighting)

City of Watervliet (In Development)

Solar PV System Overview:

995 kW DC Carport Parking Canopy

First Year Energy Production 1,087,370 kWh

Annual Site Consumption 223,920 kWh

Solar Generation Baseline Offset 486%

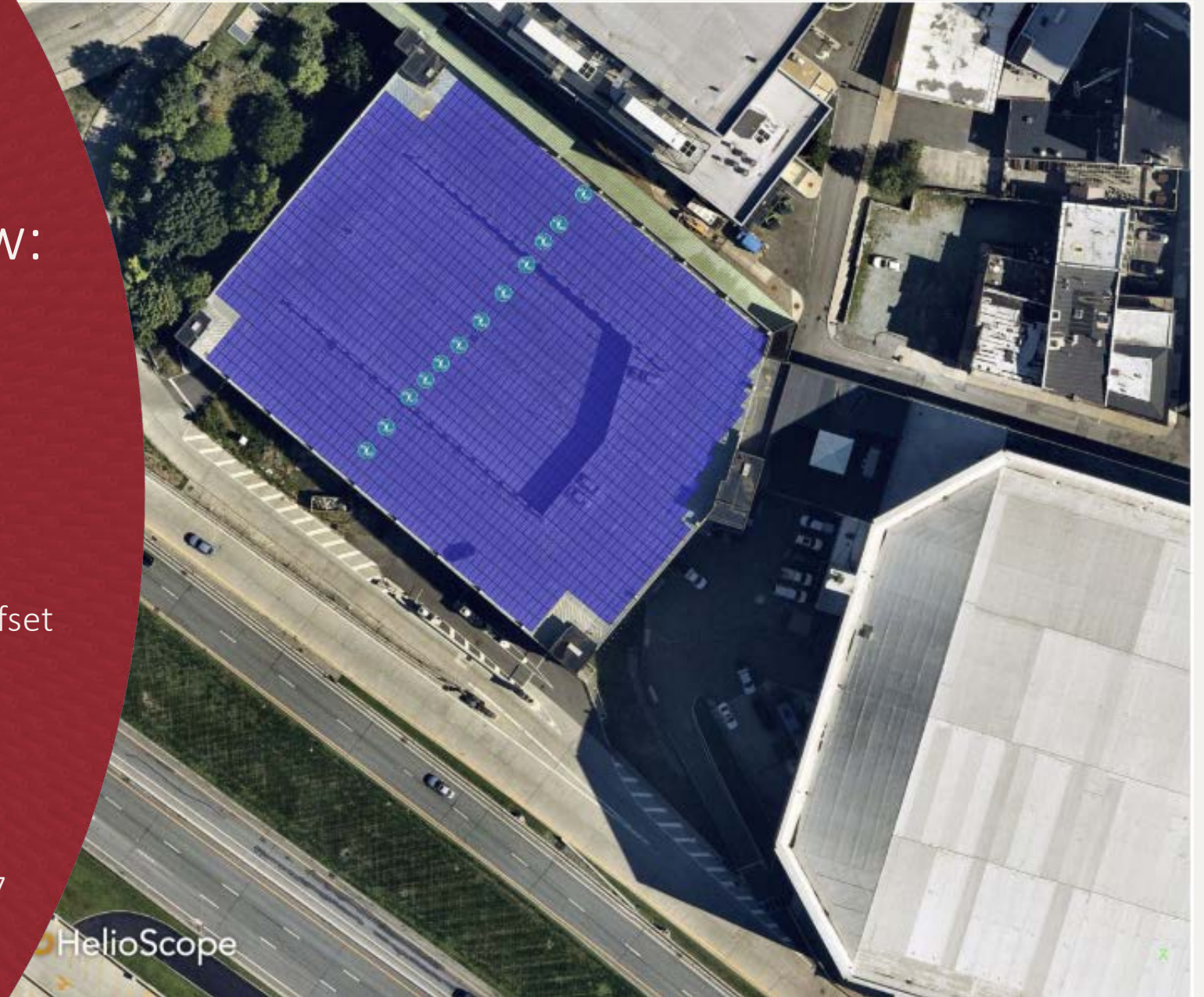
Remote Net Metering – MVP Arena Load Offset

NYSERDA Rebate – Block 9 (\$0.35/watt)

40% ITC Direct Pay

12.49-year ROI

GHG Reduction (Metric Tons of CO₂) : 17,987



Cash Purchase Cash Flow

Year	UTILITY COST SAVINGS		CASH IMPACT				TAX IMPACT	PROJECT CASH FLOW	
	Solar kWh	\$/kWh Avoided Cost	Capital Cost	O&M Costs	NYSERDA Incentive	Energy Savings	Direct Pay	Annual	Cumulative
1	1,087,370	\$0.157	\$ (4,653,933)	\$ (7,411)	\$ 348,516	\$ 171,237	\$ 1,861,573	\$ (2,280,018)	\$ (2,280,018)
2	1,065,623	\$0.162	\$ -	\$ (7,633)	\$ -	\$ 172,846	\$ -	\$ 165,213	\$ (2,114,805)
3	1,060,827	\$0.167	\$ -	\$ (7,862)	\$ -	\$ 177,231	\$ -	\$ 169,368	\$ (1,945,437)
4	1,056,053	\$0.172	\$ -	\$ (8,098)	\$ -	\$ 181,726	\$ -	\$ 173,628	\$ (1,771,809)
5	1,051,301	\$0.177	\$ -	\$ (8,341)	\$ -	\$ 186,336	\$ -	\$ 177,994	\$ (1,593,814)
6	1,046,570	\$0.183	\$ -	\$ (8,591)	\$ -	\$ 191,062	\$ -	\$ 182,471	\$ (1,411,344)
7	1,041,861	\$0.188	\$ -	\$ (8,849)	\$ -	\$ 195,908	\$ -	\$ 187,059	\$ (1,224,285)
8	1,037,172	\$0.194	\$ -	\$ (9,115)	\$ -	\$ 200,878	\$ -	\$ 191,763	\$ (1,032,522)
9	1,032,505	\$0.199	\$ -	\$ (9,388)	\$ -	\$ 205,973	\$ -	\$ 196,585	\$ (835,937)
10	1,027,859	\$0.205	\$ -	\$ (9,670)	\$ -	\$ 211,197	\$ -	\$ 201,528	\$ (634,409)
11	1,023,234	\$0.212	\$ -	\$ (9,960)	\$ -	\$ 216,554	\$ -	\$ 206,595	\$ (427,815)
12	1,018,629	\$0.218	\$ -	\$ (10,259)	\$ -	\$ 222,047	\$ -	\$ 211,789	\$ (216,026)
13	1,014,045	\$0.225	\$ -	\$ (10,566)	\$ -	\$ 227,679	\$ -	\$ 217,113	\$ 1,087
14	1,009,482	\$0.231	\$ -	\$ (10,883)	\$ -	\$ 233,455	\$ -	\$ 222,571	\$ 223,658
15	1,004,939	\$0.238	\$ -	\$ (11,210)	\$ -	\$ 239,376	\$ -	\$ 228,166	\$ 451,824
16	1,000,417	\$0.245	\$ -	\$ (11,546)	\$ -	\$ 245,448	\$ -	\$ 233,902	\$ 685,726
17	995,915	\$0.253	\$ -	\$ (11,893)	\$ -	\$ 251,674	\$ -	\$ 239,781	\$ 925,507
18	991,434	\$0.260	\$ -	\$ (12,249)	\$ -	\$ 258,057	\$ -	\$ 245,808	\$ 1,171,315
19	986,972	\$0.268	\$ -	\$ (12,617)	\$ -	\$ 264,603	\$ -	\$ 251,986	\$ 1,423,301
20	982,531	\$0.276	\$ -	\$ (12,995)	\$ -	\$ 271,315	\$ -	\$ 258,319	\$ 1,681,621
21	978,109	\$0.284	\$ -	\$ (13,385)	\$ -	\$ 278,197	\$ -	\$ 264,811	\$ 1,946,432
22	973,708	\$0.293	\$ -	\$ (13,787)	\$ -	\$ 285,253	\$ -	\$ 271,466	\$ 2,217,899
23	969,326	\$0.302	\$ -	\$ (14,200)	\$ -	\$ 292,488	\$ -	\$ 278,288	\$ 2,496,187
24	964,964	\$0.311	\$ -	\$ (14,626)	\$ -	\$ 299,907	\$ -	\$ 285,281	\$ 2,781,468
25	960,622	\$0.320	\$ -	\$ (15,065)	\$ -	\$ 307,515	\$ -	\$ 292,449	\$ 3,073,917
Total	25,381,469		\$(4,653,933)	\$ (352,584)	\$ 348,516	\$ 5,787,963	\$ 1,861,573	\$ 3,073,917	

Thank you

Mitch Tombs | Account Executive

P: 315-532-7584

Mitch.Tombs@centrica.com

Jeff Kilmer | Project Director

P: 518-406-0360

Jeff.Kilmer@centrica.com

Francesca Callicotte | Solar Analyst II

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Jacob Tatro | Solar Engineer I

P: 518-406-0310

Jacob.Tatro@centrica.com

Carbon (GHG) Reductions:

EPA Greenhouse Gas Equivalencies

Metric Tons of Carbon Dioxide

17,987

3,912



Passenger vehicles driven for one year

45,205,902



Miles driven by an average passenger vehicle

2,024,012



gallons of gasoline consumed

19,881,178



Pounds of coal burned

238.1



tanker trucks' worth of gasoline

2,166



homes' energy use for one year

41,645



barrels of oil consumed

2,188,035,250



number of smartphones charged

6,118



Tons of waste recycled instead of landfilled

874.1



Garbage trucks of waste recycled instead of landfilled

297,425



tree seedlings grown for 10 years

22,038



acres of U.S. forests in one year

O&M Services

O&M Service

Annual Preventative Maintenance Inspection

- Visual inspection and testing of all critical array components.
- Complete manufacturer recommended maintenance for inverters.
- Thermal imaging of all electrical components.
- Correction to all wire management issues.
- Reporting of all findings regarding the health of the system.

Remote Monitoring

- 24/7 web-based monitoring platform.
- Automated alerts tailored to the site or customer preferences
- Remote monitoring team can flag items for investigation or request approval from customer to dispatch field resources.

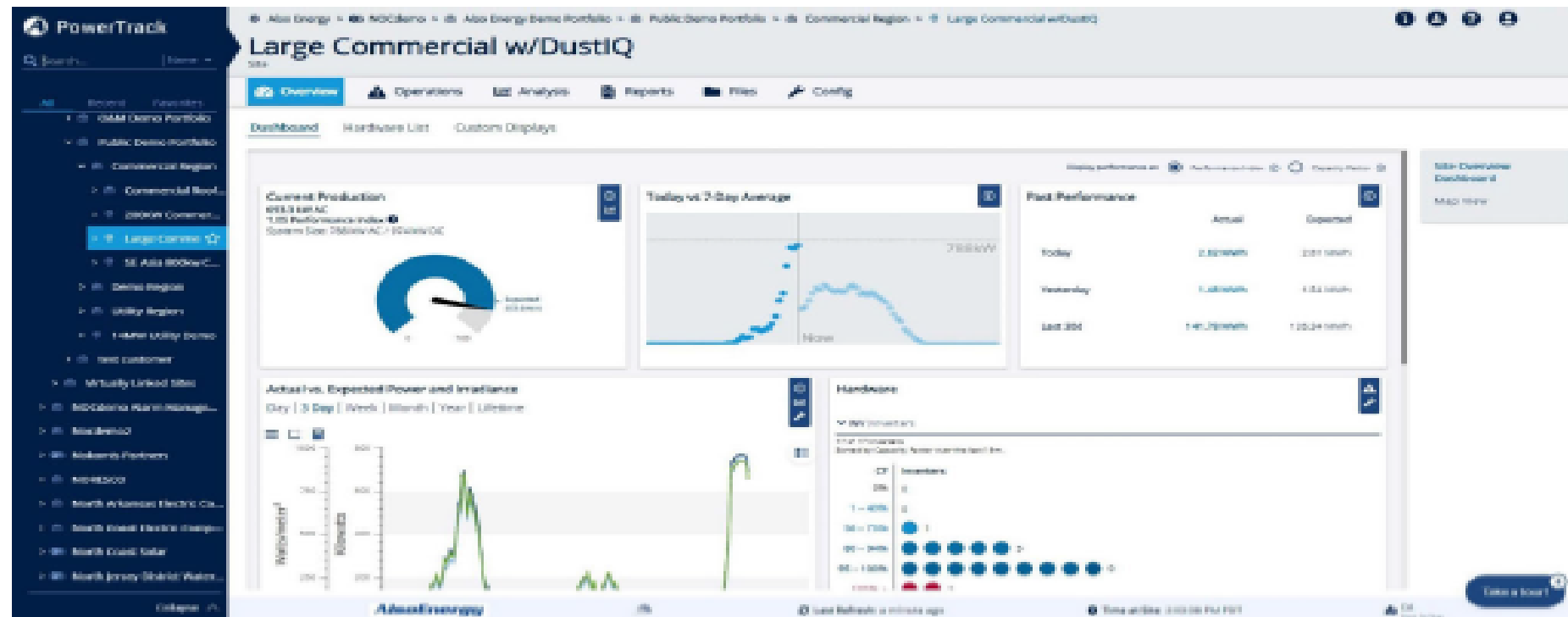


System Monitoring

System Monitoring and Dashboard

All projects that Centrica installs under this initiative will have full monitoring and production reporting capabilities via the easy to access Also-Energy Power Track Dashboard. Both Centrica and Also-Energy will monitor the system(s) to ensure maximum performance. Offering NYP piece of mind that their renewable generation assets are accomplishing what they were put in service to do.

Figure 7: Also-Energy Power Track Dashboard



**MASTER AGREEMENT FOR ENERGY CONSERVATION AND
MANAGEMENT SERVICES
(ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT),**

BETWEEN

The County of Albany, New York State

AND

Niagara Mohawk Power Corporation d/b/a NATIONAL GRID

This Master Agreement For Energy Conservation and Management Services ("Master Agreement") for energy conservation and management services is entered into as of the 9 day of June, 2020 ("Effective Date"), by and between the **County of Albany** ("The County"), and **Niagara Mohawk Power Corporation d/b/a National Grid** ("National Grid") having a principal office at **300 Erie Boulevard West, Syracuse, NY 13202** each, individually, a "Party" and collectively, the "Parties).

RECITALS

WHEREAS, National Grid and The County mutually desire to enter into this Master Agreement to be used by The County in obtaining from National Grid certain energy conservation and management services offered by National Grid under its Energy Transition Implementation Plan ("ETIP") programs, to facilitate partnering arrangements; and

WHEREAS, National Grid is willing to provide to The County certain energy conservation and management services, through the use of subcontractors, under National Grid's ETIP program; and

WHEREAS, The County acknowledges that it has negotiated and entered into this Master Agreement without having undertaken any competitive bidding process; and

WHEREAS, it is solely responsible for establishing its authority to be bound by the Master Agreement in the absence of such competitive bidding process; and

WHEREAS, National Grid and its Subcontractor(s) shall be collectively referred to herein as the "Contractor".

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

GENERAL CONDITIONS

GC.1 Purpose. The County desires assistance in performing certain energy conservation measures offered through ETIP programs within National Grid's service territory. The purpose of this Master Agreement is to facilitate the Installations through Task Orders. This Master Agreement sets forth the terms and conditions under which subsequent Task Orders may be entered into between the Parties.

GC.2 Definitions. Capitalized terms used in this Master Agreement shall have the following definitions:

The term "**Acceptance**" means the written acknowledgement by the authorized representative of The County approving of an individual phase or completed Installation pursuant to a Task Order

The term "**Contracting Officer**" means an official of The County authorized to enter into, administer, and/or terminate this Master Agreement on behalf of The County, and who is authorized to make related determinations and findings within the limits established pursuant to The County's Rules of Order and Purchasing Policy regulations. The County's Contracting Officer is the County Executive or Deputy County Executive.

The term "**Contracting Officer's Representative**" or "**COR**" means a local or project site representative of the Contracting Officer delegated specific limited authority, as set forth in a formal delegation letter signed by the Contracting Officer, for a given Task Order. In addition, it means the person who evaluates or inspects the Contractor's performance of service in accordance with the quality assurance surveillance plan written specifically for the contracted services to be evaluated. The County's Contracting Officer's Representative is the Executive Director of the Albany County Water Purification District.

The term "**Contracting Officer's Technical Representative**" or "**COTR**" means the representative performs technical monitoring of Contractor actions, is responsible for requesting products and services through contract, and manages day-to-day tasks of the contract.

The term "**Energy Conservation Measure**" or "**ECM**" means one or more Installations completed, or to be completed, under a Task Order, including one or more feasibility studies, engineering and design, operation and maintenance, and/or implementation of one or more Installations, which include, but are not limited to, energy, energy efficient maintenance, energy management services, facilities alterations, installation and maintenance of energy saving devices and technologies and demand side management offered through ETIP programs available within National Grid's service territory.

The term "**Energy Conservation Measure Cost**" or "**ECM Cost**" means the total cost of the Work, overhead and profit, for an ECM, less any financial incentive or rebates, if provided by the utility or government program. Payment for completed ECMs shall be calculated based upon the ECM Cost.

The term "**Energy Conservation Project**" or "**ECP**" means an identified project intended and designed to provide any of the following: energy savings, demand reduction, and/or energy efficiency improvements.

The term "**Installations**" means the installation of ECMs provided by the Contractor for The County offered by the Contractor under its Energy Transition Implementation Plan programs.

The term "**Occupied Period**" means the hours during which a facility or building is occupied or used in the normal course of business.

The term "**Proposal(s)**" has the meaning in Section GC.20.4.

The term "**Quality Control**" means a management function of the Contractor whereby control of quality is exercised for the purpose of preventing defective Installations. For purposes of this Master Agreement, quality control shall mean those actions taken by the Contractor to control implementation of Installations so they conform to the Task Order requirements.

The term "**Services**" has the meaning set forth in Section GC.4 below.

The term "**Subcontractor**" means any corporation, partnership or individual hired directly by National Grid to perform the services or provide the products contemplated under this Master Agreement and Task Orders resulting from this Master Agreement.

The term "**Task Order**" or "**T.O.**" means a project specific agreement executed under this Master Agreement for any feasibility study, engineering and design, implementation, and/or operation and maintenance of, or any activity related to an Installation. (A Task Order can also be identified as a "Delivery Order" or "D.O.")

The term "**Termination Schedule**" means a schedule developed for each financed Installation which sets forth the interval(s) and amount(s) of payments required for the repayment of the Installation Costs, including any finance costs accrued.

The term "**Work**" – means all labor, materials, tools, equipment, services, transportation and/or other items required for the completion of the Installation.

GC.3 Term. This Master Agreement shall have a term of five (5) years. This Master Agreement may be terminated in its entirety by either Party upon thirty (30) days written notice to the other Party. Thereafter, no new Task Orders shall be entered into under this Master Agreement. Termination, modification or expiration of this Master Agreement shall not in any way affect Task Orders previously entered into under this Master Agreement. This Master Agreement shall be effective as of the Effective Date defined above.

GC.4 Services by the Contractor. The Contractor shall arrange for the provision of preliminary audits, feasibility studies, engineering and design studies, and all initial capital, labor, material, supplies and equipment to identify, implement, operate or maintain Installations in accordance with Task Orders entered into pursuant to this Master Agreement ("Services"). These Services may be ordered individually, as a group or in any combination under a single Task Order. Any and all such Services contemplated by this Master Agreement and any related Task Orders may be entirely performed through one or more subcontractors engaged by the Contractor. The County has selected Smart Watt.

Notwithstanding anything contained in this Master Agreement or any Task Order to the contrary, in no event shall the Contractor provide or perform any work, service or obligation under this Master Agreement that is contrary to or prohibited by law or National Grid's tariffs.

GC.5 Information. Subject to confidentiality requirements and applicable law, The County shall provide the Contractor with any information requested by the Contractor needed to comply with regulatory requirements and/or work requirements. In the event the information requested by the Contractor is critical to the performance of the Work and cannot be provided by The County, the Contractor may terminate the Task Order and collect payment for Work completed through the date of termination.

GC.6 Independent Contractors. The relationship of the Parties hereto is that of independent contractors. None of the terms herein is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party, nor any its respective officers, members, or employees, will be deemed to be the agent, employee, or representative of the other Party. Each Party agrees to be wholly responsible for and to pay when due all federal, state, and local taxes and contributions for unemployment insurance.

GC.7 Subcontractor Selection. Subject to Section FP.7 below, National Grid shall assign all of the Work under a Task Order to the Subcontractor(s). When practical, National Grid shall competitively select the Subcontractor(s) for the purpose of determining the reasonableness of

the Subcontractor's(s') prices. When competition is not practical, price reasonableness may be determined by comparing proposed prices with those obtained for the same or similar work, prices published in independent cost guides, published in competitive price lists or developed by independent sources.

Subcontractor(s) selection shall be based on cost, experience, past performance, reliability, and such other factors as National Grid may deem appropriate, as long as such factors are necessary to meet The County's minimum needs including but not limited to Insurance, workman's compensation, and a criminal background check. The County shall have the right to approve or disapprove of the Subcontractor(s) proposed by National Grid in the Proposal.

All Subcontractor work shall comply with prevailing wage rates, pursuant to New York State's requirements.

GC.8 Authority of Contracting Officer. The County's Contracting Officer shall be the only official authorized to enter into and/or modify a Task Order entered into under this Master Agreement on behalf of the County.

GC.9 Ownership of Work Product. The County may elect not to use the Contractor to perform Installations. If The County so elects, it will pay for any accepted Work, including any equipment, completed studies, and engineering and design Work. Title to Work performed by the Contractor for The County under a Task Order shall become the property of The County at the time of Acceptance of the Work provided that The County has paid for such Work pursuant to this Agreement.

GC.10 Responsibility for Operation and Maintenance. The operation and maintenance will be pursuant to any Task Order executed under this Master Agreement.

GC.11 Other County Projects. The County shall have the right to enter into other agreements similar to this Master Agreement for energy conservation work, such as without limitation, implementing equipment installation, construction projects and ECMs, including installing new energy conservation equipment, removing existing energy consuming equipment, or adding new energy consuming equipment. The County will notify the Contractor prior to implementing projects that may affect Installations under this Master Agreement. In the event The County's activities hereunder hinder the Contractor's work schedule or cause the Contractor to incur additional costs to accommodate same, the County shall be liable to the Contractor for such additional costs and expenses to complete the Work and for Services.

GC.12 Reserved.

GC.13 Emission Credits. All on-site emission credits earned by virtue of Task Orders entered into hereunder shall be the property of The County.

GC.14 Order of Precedence. In the event of any conflicts between this Master Agreement and any other document executed hereunder then this Master Agreement shall prevail unless otherwise agreed to between the Parties and set forth in a Task Order.

GC.15 Reserved.

G.C.16 ECM Proposal. The Contractor shall submit an Installation proposal setting forth a prioritized list of the recommended ECPs, a preliminary estimate of the cost to implement each ECP, the total costs for implementing the Installation (including estimated feasibility study, engineering and design, and implementation costs), and estimated cost savings. Additionally, The County may request a proposal from the Contractor in order for The County to evaluate of Installations.

GC.17 ECM Restrictions. The County is solely responsible for establishing authority to enter into this Master Agreement and any Task Order, and hereby warrants and represents that it shall comply with all applicable state and local laws in entering into this Master Agreement and any Task Order. Moreover, The County shall not consider ECMs that include:

- a) ECMs which would violate any federal, state, or local laws or regulations,
- b) ECMs which degrade performance or reliability of existing The County's equipment, and
- c) ECMs that violate the then current versions of the National Electric Code, the National Electric Safety Code, the Uniform Building Code or the Uniform Mechanical Code.

GC.17.2 Facility Performance Requirements of ECMs. ECMs proposed by the Contractor shall conform to the following facility performance standards:

- a) Lighting levels shall meet the minimum requirements of the then current Illuminating Engineering Society (IES) Lighting Handbook; and
- b) ECMs shall permit flexible operation of energy systems for changes in occupancy levels and scheduling of facilities. In proposing an ECM, the Contractor may assume the building function will remain constant unless otherwise indicated by The County.

GC.18 Task Orders. Following the evaluation of the ECM proposal, The County may elect to execute a Task Order with the Contractor for the evaluation, implementation or operation and maintenance of the ECM.

The Task Order may have five phases: (1) Audit (when applicable), (2) Feasibility Study Phase (when applicable), (3) Engineering and Design Phase (Investment Grade Audit), (4) Implementation Phase and (5) Operation and Maintenance Phase. Because the extent of all the Work is unlikely to be known at the time the Task Order is entered into, these phases shall be line items under the Task Order, and shall be issued with an estimated Termination Schedule at the time the Task Order is executed. However, Work will not commence on a particular phase unless and until a statement of work and a price for that phase have been mutually agreed upon by the Parties.

Upon completion and Acceptance of a Feasibility or Engineering and Design Phases, The County may elect to:

- a) pay the ECM Cost for each completed Phase within thirty (30) calendar days of being invoiced, or
- b) defer payments for that Phase until the end of the next Phase at which time The County shall pay the ECM Cost for each completed Phase within thirty (30) calendar days of invoice, or
- c) include such amounts in the ECM Cost, if The County elects to proceed with the Implementation Phase.

If The County elects not to proceed with the next Phase, it shall pay the Contractor the ECM Cost for the prior completed Phases, as negotiated by the Parties in the Task Order. A decision to proceed or not to proceed with the next Phase must be made within sixty (60) days of receipt of a written request from the Contractor. Only the Contracting Officer shall be authorized to exercise The County's option to proceed to the next Phase, and such exercise shall be provided in writing within sixty (60) days of receipt of a statement of work and price.

The timing and amount of The County's payments of appropriated funds for the Operation and Maintenance Phase shall be determined in the Task Order. The County represents that it shall comply with all applicable state funding appropriation requirements.

GC.19 Reserved

GC.20 ECM Engineering and Design Phase. If applicable, after evaluation and Acceptance of the Feasibility Study Phase, The County may elect to proceed with the Engineering and Design Phase. Prior to proceeding, the Parties shall agree upon a statement of work for all engineering and design services necessary for the implementation of a particular ECM, a time frame for completion of the Work, and a price or cost cap for engineering and design work for the ECM. If The County elects to proceed with the Implementation Phase as set forth below, the cost of the engineering and design work shall be rolled into the total ECM Cost. The Task Order shall include an estimated amortization schedule for the ECM.

GC.20.1 Verification of Floor Plans. The Contractor shall review any floor plans provided by The County and verify that such floor plans meet the specifications provided to the Contractor by The County. .

GC.20.2 Contractor's Design Review. Task Orders prepared by the Contractor shall be provided to permit adequate time for The County review of engineering and design work, as negotiated in the Task Order.

GC.20.3 Site Plans. If proposed ECMs require installation outside existing buildings or structures, a site plan showing recommended siting of ECMs shall be prepared and submitted by the Contractor in the Proposal for The County's review and approval. It is recommended that the Contractor propose alternate sites for review in case the primary site is unavailable.

GC.20.4 ECM Implementation Proposal. Upon completion and Acceptance of the Engineering and Design Phase, the Contractor will submit to The County an ECM implementation proposal (the "Proposal"). If requested by the Contracting Officer, the Contractor will be required to present a briefing to The County explaining the Proposal. The County shall evaluate the Proposal for technical soundness and price reasonableness. If The County elects to proceed with the ECM, the Contractor and The County shall agree upon a complete scope of work with specifications, time for performance, ECM cost, source and cost of capital, payment terms, amortization schedule, and final Termination Schedule.

GC.21 ECM Implementation Phase. The Contractor shall perform work in accordance with the Task Order.

GC.22 Entire Agreement. This Master Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

GC.23 Amendment. This Master Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

GC.24 Not Retroactive. Any termination, modification, or expiration of this Master Agreement shall not retroactively affect Task Orders previously entered into under this Master Agreement, nor shall it affect any obligation for any payment, charge, rate, or other matter that may be imposed pursuant to the Contractor's tariffs, rates, rules, regulations, riders, practices, or terms and conditions of service as may be modified, amended, or supplemented by the Contractor.

GC.25 Governing Law. This Master Agreement shall be governed and construed in accordance with the laws of Albany County and the State of New York without regard to the

principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the State of New York for the purpose of interpretation and enforcement of this Master Agreement and agrees that the designated venue shall be in Albany County.

WARRANTIES AND REMEDIES

WR.1 Warranties. The Contractor shall pass through to The County all warranties on equipment installed pursuant to a Task Order.

In the event the Contractor provides O&M services, a separate warranty may be negotiated for such services.

WR.2 No Other Warranties. The warranties set forth in WR.1 are exclusive and in lieu of all other warranties. The Contractor makes no other representations, warranties or guarantees in connection with Work, Installations, Services or other items provided in connection with this Master Agreement and Task Orders. The Contractor does not make any representations or warranties of any kind regarding the benefits or energy savings to be achieved by, or the adequacy and safety of, the ECMs, ECPs or any other equipment or products provided under this Master Agreement. The County understands and agrees that Contractor is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, the ECMs. The Contractor does not endorse, guarantee or warrant any manufacturer or product including warranties of merchantability or fitness for a particular purpose. Any warranties provided by the original manufacturers, licensors or providers of material, equipment or other items provided or used in connection with this Master Agreement ("Third Party Warranties") are not warranties of the Contractor and the Contractor makes no representations, warranties or guarantees as to the applicability or enforceability of such Third Party Warranties. This section shall survive any expiration, termination or cancellation of this Master Agreement.

WR.3 Contractor Limitation of Liability. The Contractor shall not be liable in any way to The County for any special, incidental, indirect, penal, punitive or consequential damages in connection with this Master Agreement or subsequent Task Orders. In no case shall the Contractor's liability to The County, regardless of the amount of claims or theory of liability, exceed the price for the Work and Services paid by The County under the Agreement. This section shall survive any expiration, termination or cancellation of this Master Agreement.

WR.4 Reserved.

WR.5 Prompt Payment. The County shall promptly pay all invoices for Work and Services performed under each Task Order. The Contractor shall submit an Albany Claim Form to The County and, upon review and approval of the Claim Form by the Albany County Water Purification District ("ACWPD"), The County shall render prompt payment to the Contractor. Late payments made by The County to the Contractor shall accrue interest at the then prevailing rate applicable under the New York Public Service Law, or as may otherwise be provided in the Task Order.

WR.6 Reserved.

WR.7 Differing Site Conditions. In the event site conditions differ materially from those contained in the Task Orders due to conditions that could not be reasonably viewed during the ECM phase or Task Orders development phase, additional costs incurred by the Contractor due to the differing conditions shall be negotiated, and the ECM Cost shall be increased to reflect an equitable adjustment to reflect the actual cost increase.

FINANCING AND PAYMENT PROVISIONS

FP.1 Reserved.

FP.2 Financial Incentives, Rebates, and Design Assistance: The County will receive the same financial incentives, rebates, design review, goods, services, and/or any other assistance provided without charge, that is generally available to eligible customers of a similar rate class or size.

Proposals under this Master Agreement are not commitments of any ETIP program incentives, which are authorized under separate offerings from the respective ETIP program administrators.

FP.3 Reserved.

FP.4 Reserved.

FP.5 Pre-Acceptance Termination. In the event The County desires to terminate a Task Order for any reason (including, without limitation, for convenience) prior to Acceptance, The County may do so by giving written notice to the Contractor thirty (30) days prior to the effective date of such termination.

FP.6 Post-Acceptance Termination. In the event The County desires to terminate a Task Order for any reason (including, without limitation, for convenience) after Acceptance, The County may do so by giving written notice to the Contractor thirty (30) days prior to the effective date of such termination.

FP.7 Assignment of Claims. The County payments under each Task Order executed pursuant to this Master Agreement may be assigned pursuant to applicable law. Any bank, trust company or other financing institution that participates in financing an ECM shall not be considered a Subcontractor of National Grid.

SPECIAL REQUIREMENTS

SR.1 Environmental Protection. The Contractor shall comply with all applicable federal, state and local laws, regulations and standards regarding environmental protection including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Navigation Act, the Hazardous Materials Transportation Act, and their New York State analogs (collectively "the Environmental Laws"). All environmental protection matters shall be coordinated with the Contracting Officer or designated representative. If the Contractor causes any release or discharge beyond the reportable quantity of a hazardous substance, oil, pollutant or hazardous material (collectively "Hazardous Materials"), as those terms are defined in the Environmental Laws, resulting from its operation on The County property in connection with the implementation of ECMs the Contractor shall immediately notify the Contracting Officer and perform a cleanup, in accordance with the Environmental laws. The Contractor shall comply with the instructions of The County with respect to avoidance of conditions that create a nuisance or create conditions that may be hazardous to the health of any personnel.

SR.2 Environmental Permits. Unless otherwise specified, the Contractor shall provide all required environmental permits and/or permit applications necessary to comply with all applicable federal, state and local requirements prior to implementing any ECM in the performance of a Task Order executed pursuant to this Master Agreement. If any such permit or permit application requires the signature or other cooperation of The County as owner/operator of the property, The County agrees to cooperate with the Contractor in obtaining any necessary permit or permit

application and be responsible for all such costs.

SR.3 Handling and Disposal of Hazardous Materials. The County understands and agrees that (i) the Contractor has not inspected, and will not inspect, the project site in connection with a proposed ECM for the purpose of detecting the presence of pre-existing Hazardous Materials that relate to an ECM or any project site, and (ii) The County shall retain sole responsibility for the proper identification, removal, transport and disposal of any fixtures, components thereof, or other equipment or substances incidentally containing pre-existing Hazardous Materials, except as specifically agreed to by the Contractor pursuant to Paragraphs SR.4 and SR.5 (below).

If the Contractor, during performance of the work under a Task Order executed pursuant to this Master Agreement, has reason to believe that it has encountered or detected the presence of pre-existing Hazardous Materials, the Contractor shall stop work and shall notify The County. The County will evaluate the site conditions and notify the contractor of the results of this evaluation. The Contractor shall not be required to recommence work until this situation has been resolved. Any delay resulting there from shall be grounds to request an increase in the ECM Cost to the extent that such delay increases ECM Costs.

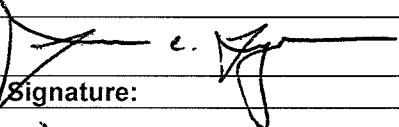
SR.4 Asbestos and Lead-Based Paint. To the extent provided for in a Task Order executed pursuant to this Master Agreement, in connection with the implementation of any ECM, the Contractor may agree to remove pre-existing asbestos containing material or lead-based paint, incidental to implementation of an ECM. However, unless the Contractor explicitly agrees in said Task Order to perform any portion of the testing, removal or abatement of the pre-existing asbestos or lead-based paint as part of the scope of work for any ECM, and unless the Task Order specifically references this Paragraph SR.4, The County shall be deemed to be solely responsible as provided for in Paragraph SR.3.

If the Contractor in the course of ECM implementation disturbs suspected lead-based paint or asbestos containing material, it may propose to The County that it perform any portion of the testing, removal, or abatement of the lead-based paint or asbestos containing material. Said proposal will include the requested increase in the ECM Cost on account of such additional work. The Contractor will not commence work involving additional cost without approval of the Contracting Officer. In the absence of an agreement to the contrary, the provisions of Paragraph SR.3. (above) shall apply.

In the event the Contractor agrees to include any portion of the testing, removal or abatement of the asbestos within the scope of work for an ECM implemented as described above in this Paragraph, the hazardous waste manifests or other shipping papers shall identify The County as the sole generator of the Hazardous Materials.

SR.5 Refrigerants, Fluorescent Tubes and Ballasts. To the extent provided for in a Task Order executed pursuant to this Master Agreement in connection with the implementation of any ECM, the Contractor shall remove and/or dispose of all ozone depleting refrigerants, fluorescent tubes and fluorescent magnetic core and coil ballasts incidental to an ECM to the Hazardous Materials Disposal site (HAZMAT) on the installation. If there is no HAZMAT on the installation, any Hazardous Materials described in this Paragraph SR.5 that are produced as a result of an Installation will be disposed in accordance with all applicable federal, state and local laws and regulations, provided however, that the hazardous waste manifests or other shipping papers shall identify The County as the sole generator of the Hazardous Materials.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

For "The County"	For the "Contractor"
The County of Albany	Niagara Mohawk Power Corporation d/b/a National Grid
	Becky Badalato
Signature:	Signature:
Daniel C. Lynch	
Printed Name:	Printed Name: Becky Badalato
Title: Deputy County Executive	Title: UESC Project Administrator

Albany County Request for Contract Approval

Contract #	2023-969
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	A7410 - Recreation
Date Submitted	Wednesday, March 29, 2023
Contact Person	Atlas, Justin
Contact Phone	1 (518) 655-7907
Vendor Info	Albany Dutchmen PO Box 72 , Saratoga Springs, New York 12866
Estimated Amount	\$20,400.00
Estimated Term	6/25/2023 to 9/30/2023
Scope of Services	To provide a co-ed baseball program for approximately 60 individuals between the ages six (6) to fourteen (14) years old who will participate in each session. Baseball instruction will be provided by Albany Dutchmen coaches and players, providing a 10:1 camper to instructor ratio. There will be four successive two week camps, consisting of ten 3-hour sessions on weekdays at the following locations: Colonie: at the North Colonie Boght Baseball Complex (1155 New Loudon Road) Watervliet: at the Watervliet Dome (1300 2nd Ave) Voorheesville: at Voorheesville High School Satellite Fields (432 New Salem Road) Ravena: at Mosher Park (2 Park Drive)
Budget Line Item	AA7410 - 44449 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - RFQ

Budget Analyst

Date**For Contract Board Use:**

Date Approved



ALBANY DUTCHMEN
PO Box 72
Saratoga Springs, NY 12866
www.dutchmenbaseball.com



City of Albany Proposal to Operate Youth Baseball Camps

The Albany Dutchmen are a summer collegiate baseball team that has been in operation for the past 14 years. We have the highest level of coaching and players at the collegiate level and have had over 40 of our players drafted by Major League Baseball. The Dutchmen have 14 years of experience operating youth baseball camps, including operating the youth clinics for Albany County 2022.

Our staff will consist of the following (all named individuals were involved in operation of the 2022 Albany County clinics):

- Jason Brinkman, Dutchmen Vice President & General Manager
 - o 518-210-8383, jbrinkma@gmail.com
- Nick Davey, Dutchmen Coach
- Jordan Bernacet, Dutchmen Coach
- John Saviano, Dutchmen Coach
- Dutchmen Players, TBD

References:

- Justin Atlas, Albany County Parks & Recreation Commissioner
 - o 390 New Salem Rd, Voorheesville, NY 12186
 - o 518-655-7907
- Dan McCoy, Albany County Executive
 - o 112 State St, Room 1200, Albany, NY 12207
 - o 518-447-5671

Intent: To provide a co-ed baseball program for approximately 40 to 60 individuals between the ages seven (7) to thirteen (13) years old who will participate in each session.

Four successive two week camps consisting of ten 3-hour sessions on weekdays at the following locations, times, and dates:

Colonie: Weekdays, Monday, July 10 through Friday, July 21; from 10am to 1pm; North Colonie Boght Baseball Complex, 1155 New Loudon Rd, Cohoes, NY 12047

Watervliet: Weekdays, Monday, July 24 through Friday, August 4, from 10am to 1pm at the Watervliet Dome; 1300 2nd Ave, Watervliet, NY 12189

Voorheesville: Weekdays, Monday, August 7 through Friday August 18, from 10am to 1pm, Voorheesville High School Satellite Fields, 432 New Salem Rd, Voorheesville, NY 12186

Ravena: Weekdays, Monday, August 21 through Friday, September 1, from 10am to 1pm at Mosher Park, 2 Park Drive, Ravena, NY 12143

Baseball instruction will be provided by Albany Dutchmen coaches and players, providing a 10:1 camper to instructor ratio.

Cost: \$2,550 per week (\$5,100 per location), totaling \$20,400 for full coverage of all required locations and dates.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Justin Atlas
Commissioner

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: March 27, 2023

RE: RFQ 2023-034 Youth Co-Ed Baseball Camp Program

I am in receipt of your recommendation to award the aforementioned to Albany Dutchmen in the amount of \$20,400.

As Albany Dutchmen is the lowest responsible and responsive bidder, I concur with your recommendation.

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

COUNTY OF ALBANY



NEW YORK

PARKS & RECREATION

www.albanycounty.com

County Executive Daniel P. McCoy
Commissioner Justin Atlas

Memo 23-001

To: Pamela O'Neil | Purchasing Agent
From: Justin Atlas | Commissioner
Re: RFQ 2023-034 Letter of Recommendation
Date: 3/27/23

Parks & Recreation has reviewed the proposal submitted by the Albany Dutchmen for RFQ 2023-034 and find it to be satisfactory to our needs of a co-ed, youth baseball camp program for the summer. It is my recommendation that we accept their proposal as is.

If there are any questions, comments, or concerns regarding this recommendation, I can be reached at 518-655-7907, or Justin.atlas@albanycountyny.gov for such inquiries.

Thank you.


Justin Atlas
Commissioner
Parks & Recreation

CC:

Albany County Request for Contract Approval

Contract #	2023-957
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	G8130 - Sewage Treatment
Date Submitted	Monday, March 27, 2023
Contact Person	Gaudio, Angelo
Contact Phone	() -518
Vendor Info	WSG & Solutions, Inc. 440 Stump Road, Montgomeryville, PA 18936
Estimated Amount	\$55,000.00
Estimated Term	3/24/2023 to 4/24/2024
Scope of Services	Purchase replacement grit collector bucket and stirring flights.
Budget Line Item	GG8130 - 44070 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

COMMISSION
DENNIS RIGOSU
CHAIRMAN

JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G CARLUCCIO

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

March 24, 2023

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

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

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

Re: RFB 2023-030

Replacement Buckets and Stirring Flights for Grit Chambers

Dear Messrs, McCoy, Joyce, Hidley

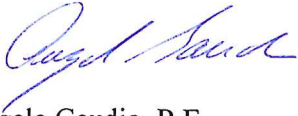
The Water Purification District in response to the above subject RFB is requesting contract authorization to purchase replacement grit collector bucket and stirring flights from WSG & Solutions Inc. (WSG), in the amount not to exceed of \$55,000. The contract term will be for a one year term with an option for an additional one year renewal. This equipment is essential for the proper operation of the District's velocity grit chambers.

WSG, was the sole response bidder. I have included a concurrence letter from the Purchasing Agent to award the purchase to WSG.

The requested amount of \$55,000 will allow for the purchase of materials for full grit chamber plus additional spare components. This purchase will be executed by a purchase order with funds available in line G98130.4.4070, Equipment Repair and Rental.

If you have any questions, I can be reached at 447-1617.

Sincerely,

A handwritten signature in blue ink, appearing to read "Angelo Gaudio".

Angelo Gaudio, P.E.
Executive Director

Enc. Purchasing Agent Concurrence Letter
Bid Results



DANIEL P. MCCOY
COUNTY EXECUTIVE

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WATER PURIFICATION DISTRICT
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MAGGIE ALIX
CHARLES G. CARLUCCIO

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent
From: Angelo Gaudio, Executive Director *AG*
Subject: RFB-2023-030 Replacement Grit Buckets & Stirring Flights
Date: March 24, 2023

The Water Purification District recommends award of RFB-2023-030, Replacement Grit Buckets & Stirring Flights to the sole bidder, WSG & Solutions, Inc. This contract is for a one (1) year term of the award date.

Please return a Notice of Concurrence so that I may submit the request for the award to the Contract Administration Board.

Should you have any questions regarding this recommendation I may be reached at 447-1611.

AG/
tw



DANIEL P. McCoy
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio
Water Purification District

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: March 27, 2023

RE: RFB #2023-030, Replacement Grit Buckets & Stirring Flights for Rex Velocity
Grit Chambers

I am in receipt of your recommendation to award the aforementioned Request for Bids to WSG Solutions in the amount of \$55,000.00.

As WSG & Solutions is the sole responsive and responsible bidder, I concur with your recommendation.

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

RFB-2023-030 Tabulation Grit Buckets and Stirring Flights

	WSG Solutions
Item # 1: 23 ea Bucket Assembly 5' – 11 ½" wide	\$26,358.00
Item #2 - 22 each Stirring Flight Assembly	\$21,560.00
Total Item #1 & Item #2	\$47,918.00

Estimated Delivery Date	10 to 12 Weeks A.R.O
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Albany County Request for Contract Approval

Contract #	2023-958
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	G8130 - Sewage Treatment
Date Submitted	Monday, March 27, 2023
Contact Person	Gaudio, Angelo
Contact Phone	() -518
Vendor Info	Adirondack Environmental 314 N. Pearl Street, Albany, NY 12207
Estimated Amount	\$30,000.00
Estimated Term	3/31/2023 to 3/31/2024
Scope of Services	Various environmental laboratory testing needed to comply with the Districts SPDES permits.
Budget Line Item	GG8130 - 44108 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



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March 24, 2023

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

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

**Re: RFB-2023-029-Environmental Testing
Adirondack Environmental**

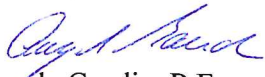
Dear Messrs. McCoy, Joyce, Hidley:

The Water Purification District (District) is requesting authorization to award the above subject contract to Adirondack Environmental for a total not to exceed amount of \$30,000.00. Work shall include various environmental laboratory testing needed to comply with the District's SPDES permits. The contract term will be for a one year period structured with three consecutive one year renewals options. The estimated cost per year is \$30,000.00

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

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

Sincerely,



Angelo Gaudio, P.E.
Executive Director

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

COMMISSION
DENNIS RIGUSO
CHAIRMAN

JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G CARLUCCIO

ANGELOS. GAUDIO, P.E.
EXECUTIVE DIRECTOR

MEMORANDUM

To: Pam O'Neill, Purchasing Agent
From: Angelo Gaudio, Executive Director 
Subject: RFP-2023-029 Environmental Testing
Date: March 24, 2023

The Water Purification District recommends award of RFP-2023-029 Environmental Testing to Adirondack Environmental for a total not to exceed amount of \$30,000 for the one year term with the option for three one year renewable terms (one year + three 1 year renewals.)

I have attached the Proposal Rating Sheets showing the reviewers scores.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio
Executive Director

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: March 27, 2023

RE: RFP 2023-029 Environmental Testing

I am in receipt of your recommendation to award the aforementioned to Adirondack Environmental for a total not to exceed amount of \$30,000.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposals submitted. I have no objection to the selection of Adirondack Environmental.

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

[illegible][illegible]

Albany County Request for Contract Approval

Contract #	2023-967
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	G8130 - Sewage Treatment
Date Submitted	Wednesday, March 29, 2023
Contact Person	Gaudio, Angelo
Contact Phone	() -518
Vendor Info	Gammie Air Monitoring, LLC 16 Progress Circle, Unit 1B, Newington, CT 06111
Estimated Amount	\$32,600.00
Estimated Term	5/1/2023 to 12/31/2023
Scope of Services	Permit required air testing of both North and South Plant incinerators.
Budget Line Item	GG8130 - 44108 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MC COY
COUNTY EXECUTIVE

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COMMISSION
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MAGGIE ALIX
CHARLES G CARLUCCIO
ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

March 29, 2023

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

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

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

**Re: RFB-2023-028-Incinerator Air Compliance Testing
Gammie Air Monitoring LLC**

Dear Messrs. McCoy, Joyce, Hidley:

The Water Purification District (District) is requesting authorization to award the above subject contract to Gammie Air Monitoring for a total not to exceed amount of \$32,600.00 for a contract term of 8 months which is scheduled to run from May 1, 2023 through December 31, 2023. Work shall include permit required air testing of both the North and South Plant incinerators.

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

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

Sincerely,



Angelo Gaudio, P.E.
Executive Director

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
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COMMISSION

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JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent
From: Angelo Gaudio, Executive Director 
Subject: RFB-2023-028 Air Compliance Testing
Date: March 29, 2023

The Water Purification District recommends award of RFB-2023-028, Air Compliance Testing to, Gammie Air Monitoring, LLC, as they are the lowest responsible bidder. This contract is for a one (1) year term of the award date with a total not to exceed, \$32,600.

Please return a Concurrence Memo so that I may submit the request for the award to the Contract Administration Board.

Should you have any questions regarding this recommendation I may be reached at 447-1611.

AG/
tw



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio, Executive Director
Water Purification District

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: March 29, 2023

RE: RFP-2023-028 Air Compliance Testing

I am in receipt of your recommendation to award the aforementioned to Gammie Air Monitoring LLC in the amount of \$32,600.00.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Gammie Air Monitoring LLC.

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

Gammie

RFP #2023-028: Air Compliance Testing

Proposal Rating Worksheet

Proposer: Gammie Air Monitoring LLC

Craig Horton

	Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score
Proposers comprehension of the required work, including approach as outlined in Section 4 Scope of Services	30%	5	1.50	5	1.50		0		0
Proposers professional qualification and prior experience in similar projects including designated project team	25%	5	1.250	5	1.250		0		0
Total Proposed Price		5	1.00	5	1		0		0
Proposers demonstrated capabilities (Including equipment financial solvency and company location	10%	5	0.50	5	.50		0		0
Client References	5%	5	0.250	5	.250		0		0
Staffing (Evaluation of proposed team resumes)	10%	4	0.40	5	.50		0		0
TOTALS:			4.90		50		0		0

NOTES: TYLER MUSECK

RFP #2023-28: Air Compliance Testing

Proposal Rating Worksheet

Proposer: Element Air

Craig Horton

	Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score
Proposers comprehension of the required work, including approach as outlined in Section 4 Scope of Services	30%	4	1.20	4	1.20		0		0
professional qualification and prior experience in similar projects including designated project team	25%	5	1.25	5	1.25		0		0
Total Proposed Price									
Proposers demonstrated capabilities (Including equipment financial solvency and company location	20%	4	0.80	4	0.80		0		0
Client References	10%	5	0.50	5	.50		0		0
Staffing (Evaluation of proposed team resumes)	5%	5	0.25	5	.25		0		0
	10%	5	0.50	5	.50		0		0
TOTALS:			4.50		4.50		0		0

NOTES: TYLER MASECK

CAH Notes: No mention of Requested Field Blank

RFP #2023-28: Air Compliance Testing

Proposal Rating Worksheet

Proposer: Element Air

	Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score
Proposers comprehension of the required work, including approach as outlined in Section 4 Scope of Services	30%	4	1.2	4	1.2		0		0
professional qualification and prior experience in similar projects including designated project team	25%	5	1.25	5	1.25		0		0
Total Proposed Price									
Proposers demonstrated capabilities (Including equipment financial solvency and company location	20%	4	0.8	4	0.8		0		0
Client References	10%	5	0.5	5	0.5		0		0
Staffing (Evaluation of proposed team resumes)	5%	5	0.25	5	0.25		0		0
	10%	5	0.5	5	0.5		0		0
TOTALS:			4.5		4.5		0		0

NOTES:

RFP #2023-028: Air Compliance Testing

Proposal Rating Worksheet

Proposer: Gammie Air Monitoring LLC

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Proposers comprehension of the required work, including approach as outlined in Section 4 Scope of Services	5	1.5	5	1.5		0		0
professional qualification and prior experience in similar projects including designated project team	5	1.25	5	1.25		0		0
Total Proposed Price								
20%	5	1	5	1		0		0
Proposers demonstrated capabilities (Including equipment financial solvency and company location	5	0.5	5	0.5		0		0
Client References	5	0.25	5	0.25		0		0
Staffing (Evaluation of proposed team resumes)	4	0.4	5	0.5		0		0
TOTALS:				4.9	5	0		0

NOTES:

Albany County Request for Contract Approval

Contract #	2023-941
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	D5110 - Maintenance of Roads and Bridges
Date Submitted	Thursday, March 16, 2023
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Various Vendors as per the attached spreadsheet -----, City, State Zip Code
Estimated Amount	\$48,000.00
Estimated Term	5/1/2023 to 4/30/2024
Scope of Services	The purchase of asphalt items by Public Works for various jobs throughout the County for road maintenance and repair.
Budget Line Item	DD5110 - 44077 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner 

Date: March 15, 2023

Re: RFB #2023-020 Asphalt Material Bid

The Public Works Department respectfully requests approval of awards for the 2023 Asphalt Material Only Bid (RFB #2023-020) as per the attached highlighted spreadsheets. The term of this award is for the period of one (1) year (5/1/23-4/30/24) and shall not exceed \$48,000.00.

The various asphalt items on bid are purchased by Public Works as needed for various jobs throughout the County for road maintenance and repair.

The Albany County Purchasing Department puts this bid out with a mileage cost factored in per Division/Town to obtain the best cost effective prices for the pickup of each product.

Please contact my office if further information is needed.

NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2023-020

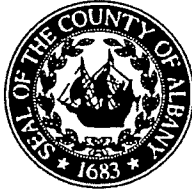
Sealed Bids for Asphalt Materials Only as requested by Albany County Purchasing Cooperative will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, February 23, 2023.

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 **February 9, 2023**.

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
February 3, 2023

PUBLISH ONE DAY – **February 9, 2023** -- THE EVANGELIST
PUBLISH ONE DAY – **February 9, 2023** -- THE TIMES UNION



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Scott Duncan, Deputy Commissioner
DPW

FROM: Pamela O'Neill *Pamela*
Purchasing Agent

DATE: March 13, 2023

RE: RFB 2023-020 Asphalt Material Only

I am in receipt of your recommendation to award the aforementioned Request for Bids to the highlighted vendors for each district.

As the vendors highlighted are the low responsive and responsible bidder, I concur with your recommendation.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO, PE
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

Memorandum

To: Pamela O'Neill, Purchasing Agent

From: Scott Duncan, Deputy Commissioner

Date: March 10, 2023

RE: RFB #2023-020 Asphalt Materials

I have reviewed the bid results for the above referenced RFB. I would like to recommend the low bidder for each item per location as highlighted on the attached spreadsheets.

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

Albany County Request for Contract Approval

Contract #	2023-944
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	D5110 - Maintenance of Roads and Bridges
Date Submitted	Monday, March 20, 2023
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Various as per the attached spreadsheet 00000, City, State Zip Code
Estimated Amount	\$75,000.00
Estimated Term	5/1/2023 to 4/30/2024
Scope of Services	The purchase of crushed stone items by Public Works for various jobs throughout the County for road maintenance and repair.
Budget Line Item	DD5110 - 44075 DD5110 - 44077 - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

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WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner

Date: March 20, 2023

Re: RFB #2023-019 Crushed Stone

The Public Works Department respectfully requests approval of awards for the 2023 Crushed Stone Bid (RFB #2023-019) as per the attached highlighted spreadsheets. The term of this award is for the period of one (1) year (5/1/23-4/30/24) and shall not exceed \$75,000.00.

The various crushed stone items on bid are purchased by Public Works as needed for various jobs throughout the County for road maintenance and repair.

The Albany County Purchasing Department puts this bid out with a mileage cost factored in per Division/Town to obtain the best cost effective prices for the pickup of each product.

Please contact my office if further information is needed.

NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2023-019

Sealed Bids for Crushed Stone as requested by Albany County Purchasing Cooperative 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, February 23, 2023.

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 **February 9, 2023**.

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
February 3, 2023

PUBLISH ONE DAY – **February 9, 2023** -- THE EVANGELIST
PUBLISH ONE DAY – **February 9, 2023** -- THE TIMES UNION



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Scott Duncan, Deputy Commissioner
DPW

FROM: Pamela O Neill
Purchasing Agent

DATE: March 20, 2023

RE: RFB#2023-019 Crushed Stone

I am in receipt of your recommendation to award the aforementioned Request for Bids to the highlighted vendors for each district.

As the vendors highlighted are the low responsive and responsible bidder, I concur with your recommendation.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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LISA M. RAMUNDO, PE
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

Memorandum

To: Pamela O'Neill, Purchasing Agent

From: Scott Duncan, Deputy Commissioner

Date: March 17, 2023

RE: RFB #2023-019 Crushed Stone

I have reviewed the bid results for the above referenced RFB. I would like to recommend the low bidder per item and location as highlighted on the attached spreadsheets.

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

Albany County Request for Contract Approval

Contract #	2023-950
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	SC) State Contract
Department	D5110 - Maintenance of Roads and Bridges
Date Submitted	Wednesday, March 22, 2023
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Gorman Bros., Inc. 200 Church St., Albany, NY 12202
Estimated Amount	\$99,000.00
Estimated Term	5/1/2023 to 11/30/2023
Scope of Services	The Joint and Crack Sealing of various County Roads using NYS Liquid Bituminous Material Contract #PC69536.
Budget Line Item	DD5110 - 44075 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
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LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner

Date: March 21, 2023

Re: Contract Request
For Crack Sealing of Various County Roads

The Public Works Department is requesting the approval to enter into a contract with Gorman Brothers, Inc. for the Joint and Crack Sealing of various County Roads. Gorman Brothers, Inc. is a vendor listed on the NYS Liquid Bituminous Material Contract #PC69536. The term of this contract will be from May 1 through November 30, 2023. Budget Line D5110.4075 Bridge and Road Material will be used for the contract amount not to exceed \$99,000.00.

This is the seventh year the County has used this method which will be applied to approximately 23.2 miles of highway and helps to extend the life of the road by 3 to 4 years.



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
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112 STATE STREET, ROOM 1000
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(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
Public Works

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: March 22, 2023

RE: NYS Contract PC69536 Crack Sealing

I am in receipt of your recommendation to Gorman Bros. Inc. utilizing the NYS Contract PC69536 Group 31555 in the amount not to exceed \$99,000.00.

As Gorman Bros. Inc has an approved NYS Contract award I have no objection to your recommendation.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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LISA M. RAMUNDO, PE
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

Memorandum

To: Pamela O'Neill, Purchasing Agent

From: Lisa M. Ramundo, Commissioner

Date: March 21, 2023

RE: Crack Sealing-NYS Contract PC69536

Public Works is requesting approval to utilize NYS Contract #PC6953, Group 31555 for Liquid Bituminous Material (Joint and Crack Filler/Sealer) with Gorman Bros., Inc. for an amount not to exceed \$99,000.00.

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



March 20, 2023

Mr. William Anslow
Albany County D.P.W.

Dear Bill:

The following is information regarding Cracksealing for Albany County:
NYS OGS Liquid Bituminous Materials (Joint and Crack Filler/Sealer) PC #69536
(March 2023, \$617/ton).

The pricing for Cracksealing **Type II Option 2 (D6690 Type II)** is as follows:

301-500 gallons per day-	\$17.00
<u>WZTC 2 way 301-500 gallons per day-</u>	<u>\$9.40</u>
Estimated Total Price per Gallon-	\$26.40

The pricing for approximately 3,750 gallons at \$26.40: **\$99,000**

Total Crackseal price not to exceed \$99,000

We look forward to working with you to make your 2023 project a success.

Thank you,

Adam Vandenburg

Adam Vandenburg



Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made at unit prices listed above.

Signature

Date

Note: This proposal may be withdrawn by us if not accepted in 30 days.

Gorman Bros., Inc. Guarantees workmanship and materials but is not responsible for failures due to inadequate sub base, poor drainage, or the result of poorly prepared/treated shim. Damage to Gorman Bros., Inc. equipment due to abandoned structure(s) may result in extra charges to the customer.

Any alteration or deviation from the above mentioned specifications or any change in the scope of the job involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. During the prosecution of the work, Gorman Bros., Inc. will comply with all specification requirements regarding calendar cutoff dates and minimum application temperatures.

If there are no applicable or relevant project specifications, Gorman Bros., Inc. will comply with either the applicable State specifications or accepted industry standard requirements. For this quotation, the calendar cutoff dates are listed below along with the minimum application temperatures. *North of I-84 except as noted.

<u>Process</u>	<u>Dates</u>	<u>Min Temp</u>
Surface Treatment	May 1 – Sept 7	50 F
Cold Recycling/Cold Mix	May 1 – Oct 7	50 F
PPST	April 15 – Oct 31	50 F
PPST South of I-84	April 1 – Nov 30	50 F
Crack Sealing	None	40 F
Micro Surfacing/Slurry Seal	April 15 - 3rd Sat in Sept	50 F

Crackseal 2023

Road	Centerline Length (mi)
CR151: From Old Maxwell to South Terminal (4 Lanes)	2.0
CR157: From CR151 to Sand Creek Rd (4 Lanes)	2.5
CR10: From CR353 to Highpoint Rd	4.8
CR359: From CR352 to CR359	4.3
CR405: From CR402 to Maple Ave Ext	1.6
CR255: From NY156 to County Line	2.3
CR108: From NY32 to CR301	2.6
CR405: From NY32 to County Line	1.1
Total Mileage:	21.2
Alternate: CR406 from CR401 to NY32	2.0



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 31555 Comprehensive Liquid Bituminous Materials (Asphalt Emulsions, Chip Seal, Cold Recycling, Heater Scarification, Joint & Crack Filler/Sealer, Microsurfacing and/or Quick Set Slurry Seal, and Paver Placed Surface Treatment – Conventional & Modified) (Statewide) Classification Code(s): 30
Award Number	:	<u>23250</u> (Replaces Award 23188)
Contract Period	:	April 1, 2022 to March 31, 2024
Bid Opening Date	:	December 16, 2021
Date of Issue	:	April 1, 2022
Specification Reference	:	SPEC – 940 date of issue October 30, 2019
Contractor Information	:	Appears on Page 5-14 of this Award

Address Inquiries To:

Name : Christine Dettmer	Procurement Services
Title : Contract Management Specialist 1	Customer Services
Phone : 518-473-9122	Phone : 518-474-6717
E-mail : christine.dettmer@ogs.ny.gov	E-mail : customer.services@ogs.ny.gov

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

Description

Liquid Bituminous Materials are divided in several groups: Asphalt Emulsions, Joint & Crack Filler/Sealer and several pavement preventive/corrective maintenance treatments including Chip Seal, Cold Recycling, Heater Scarification, Microsurfacing and/or Quick Set Slurry Seal and Paver Placed Surface Treatment.

This award has a total of 0% participation goals for MWBE and SDVOB.

PR # 23250

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ATTACHMENTS

- Lot 1 - Asphalt Emulsions Price Pages and Quick Quote
- Lot 2 - Chip Seal Price Pages and Quick Quote
- Lot 3 - Cold Recycling Price Pages and Quick Quote
- Lot 4 - Heater Scarification Price Pages and Quick Quote
- Lot 5 - Microsurfacing and/or Quick Set Slurry Seal Price Pages and Quick Quote
- Lot 6 - Paver Placed Surface Treatment (Conventional and Modified) Price Pages and Quick Quote
- Lot 7 - Joint & Crack Filler/Sealer and Mastic Repair Material Price Pages and Quick Quote

Note: All these documents can be found at:
<http://online.ogs.ny.gov/purchase/spg/awards/3155523250Can.htm>

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69535	CRAFCO, INC. 6165 West Detroit Street Chandler, AZ 85226	Toll-Free #: 800-528-8242 Phone #: 610-264-7541 Contact: David Adams E-mail: david.adams@crafco.com Web Site: www.crafco.com	86-0324978 1000009735
Business hours: 8:00am – 5:00pm (M-F)			
Accepts NYS Procurement Card for orders up to \$50,000.			
Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:			
Toll-Free #: 800-528-8242 Phone #: 518-937-6956 Contact: Anthony Simone E-mail: anthony.simone@crafco.com			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69536	GORMAN BROS., INC. 200 Church Street Albany, NY 12202	Toll-Free #: 800-332-7795 Phone #: 518-462-5401 Contact: Michael Ryan E-mail: mryan@gormanroads.com Web Site: www.gormanroads.com	14-0704840 1000013676
Business hours: 8:30am – 4:30pm (M-F)			
Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:			
Toll-Free #: 800-332-7795 Phone #: 518-462-5401 Contact: Michael Ryan E-mail: mryan@gormanroads.com			

Albany County Request for Contract Approval

Contract #	2023-979
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	A6119 - Children, Youth & Families
Date Submitted	Wednesday, April 05, 2023
Contact Person	McNelis, Scott
Contact Phone	() -518
Vendor Info	Trinity Alliance of the Capital Region 15 Trinity Place , ALBANY, NY 12202
Estimated Amount	\$20,000.00
Estimated Term	4/1/2023 to 7/31/2023
Scope of Services	Provisions of a Domestic Violence Advocate. The Domestic Violence Advocate will work alongside Trinity's Mobile Response Team to provide immediate and relevant mobile response support to parents and caregivers, which will empower them to assist their child at home and mitigating disruption.
Budget Line Item	AA6119 - 44046 - - -
Fiscal Impact	County: 0.00% State: 100.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET 3 SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

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

FROM: Scott McNelis
Contract Administrator

RE: Contract Request for Trinity Alliance of the Capital Region

DATE: April 5, 2023

The Albany County Department for Children, Youth and Families respectfully requests approval of a contract for Trinity Alliance of the Capital Region for the provision of Domestic Violence Advocate Services. The total contractual amount is for \$20,000.00 for the period of April 1, 2023 – July 31, 2023.

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

Enclosure

Department for Children, Youth and Families

Request for Authorization to enter into Contractual Agreement with Trinity Alliance of the Capital Region for the Provisions of a Domestic Violence Advocate

The Department respectfully requests authorization to enter into a contractual agreement with Trinity Alliance of the Capital Region for the provision of Domestic Violence Advocate Services. The total contractual amount is for \$20,000.00 for the period of April 1, 2023 – July 31, 2023. The contract will have two (2) one-year renewal options at \$60,000.00 annually.

The Domestic Violence Advocate will work alongside Trinity's Mobile Response Team to provide immediate and relevant mobile response support to parents and caregivers, which will empower them to assist their child at home and mitigating disruption.

In order to implement the Domestic Violence Advocate (DVA) services, the Department issued a Request for Proposal for Family Peer Advocate services – RFP #2022-016 on February 3, 2023 with responses due March 3, 2023. Albany County DCYF sought proposals to provide Domestic Violence Advocate services with the focus on family preservation of foster or kinship families as well as families involved with the child welfare system.

The DVA will work the parent, caregiver and child when DV factors are present, to reduce or de-escalate identified behaviors and may provide intervention services to address immediate concerns as well as ongoing needs.

The DVA will participate in any required training or credentialing and receive ongoing supervision and professions development to support their efficacy as a response team member.

The DVA will focus on the following core services counseling, safety planning, community education and outreach, advocacy, language access, information and referral services and support groups.

Services will be available during and after business hours and will be responsive to immediate family needs.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Moira Manning, LCSW-R
Commissioner, Children, Youth & Families

FROM: Pamela O Neill
Purchasing Agent

DATE: March 21, 2023

RE: RFP-2023-016 Domestic Violence Advocate

I am in receipt of your recommendation to award the aforementioned to Trinity Alliance of the Capital Region in the amount of \$20,000.

Since Trinity Alliance of the Capital Region was the sole proposer I believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Trinity Alliance of the Capital Region.

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

Albany County Request for Contract Approval

Contract #	2023-931
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Thursday, March 09, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	McBain Electric, Inc. 2742 6th Ave., Troy, NY 12180
Estimated Amount	\$25,337.00
Estimated Term	4/1/2023 to 9/30/2023
Scope of Services	Purchase of Color Kinetics ReachElite LED Luminaires and associated installation materials.
Budget Line Item	AA1620 - 4046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

March 9, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval to purchase an exterior building LED lighting system for the County Office Building. Pursuant to RFB #2023-027 McBain Electric, Inc. was the sole bidder to supply the system at a cost of \$25,336.

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: March 9, 2023

Re: Request for Proposal #2023-027

I have reviewed McBain Electric's bid for RFP#2023-027 Color Kinetics ReachElite LED Luminaires. Being the sole bidder, I recommend McBain Electric, Inc. be awarded the contract.

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

DML:tas



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David Latina
General Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: March 9, 2023

RE: RFB-2023-027 CKI ReachElite LED Luminaires

I am in receipt of your recommendation to award the aforementioned to McBain Electric in the amount of \$25,335.89.

As McBain Electric is the lowest responsible and responsive bidder, I concur with your recommendation.

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

RFB-2023-027 LED Luminaires
Bid Tabulation

Bidder	McBain Electric	
	Each	Total
LED Flood Lights	\$ 3,190.00	\$ 22,330.00
Leader Cable 50'	\$ 203.87	\$ 203.87
Leader Cable 10'	\$ 109.42	\$ 656.52
Data Enabler	\$ 696.69	\$ 696.69
Controller	\$ 1,448.81	\$ 1,448.81
Total Bid Amount		\$ 25,335.89

Manufacturer/Model CKI ReachElite Luminaires
Warranty Period 5 Years

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Color Kinetics ReachElite LED Luminaires

Bid Number: 2023-027

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:

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

Date

Number

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

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

BF1

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
7. Communication concerning this Bid shall be addressed to:
- Jay McBain
- 2742 6th Avenue, Troy NY 12180
- Phone: 518-272-9376 Fax: 518-272-3738
- E-mail: jay@mcbainelectric.com
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: Color Kinetics ReachElite LED Luminaires

Bid Number: 2023-027

Quantity of 7 Each - LED Floodlight as Per Specifications Each

Each \$ 3,190.⁰⁰ Total all 7 \$ 22,330.⁰⁰

Quantity of 1 Each – Part #108-000055-00 Leader Cable, 50' UL

Each \$ 203.⁸⁷

Quantity of 6 Each – Part #108-000055-03 Leader Cable, 10' UL

Each \$ 109.⁴² Total all 6 \$ 656.⁵²

Quantity of 1 Each – Part #106-000004-00 Data Enabler Pro UL

Each \$ 696.⁶⁹

Quantity of 1 Each – Part #103-000019-00 Ccontroller,

Each \$ 1,448.⁸¹

MANUFACTURER NAME AND MODEL NUMBER

Color Kinetics ReachElite Luminaries

PLEASE INCLUDE SPECIFICATION SHEETS WITH YOUR BID

WARRANTY PERIOD 5 Years

The Department of General Services may purchase additional lights during a 6 month period.

BID FORM

BID IDENTIFICATION:

Title: Color Kinetics ReachElite LED Luminaires
Bid Number: 2023-027

COMPANY: McBain Electric
ADDRESS: 2742 6th Ave
CITY, STATE, ZIP: Troy NY 12180
TEL. NO.: (518) 272-9376
FAX NO.: (518) 272-3738
FEDERAL TAX ID NO.: 16-1534752
REPRESENTATIVE: Jackie McBain
E-MAIL: Jackie@mcbainelectric.com
SIGNATURE AND TITLE: Jackie McB - President
DATE 3/8/23

BF3

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

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

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

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

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

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

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

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

Jason McBain
Signature

President
Title

McBain Electric
Company Name

3/8/23
Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

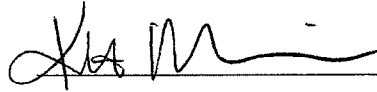
Commission Expires _____

If Corporation:

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

On this 6th day of March, 20023, before me personally appeared JACKIE MCBAIN to me known, who, being by me sworn, did say that he resides at (give address) TROY, NY; that She is the (give title) President of the (name of corporation) J. McBain 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.

KATHRYN T MCBAIN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MC6323311
Qualified in Rensselaer County
My Commission Expires 04-20-2023



Notary Public, State of New York

Qualified in Rensselaer

Commission Expires 04/20/2023

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 J.McBain Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 161534752 b) DUNS # 017069613	
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 2742 6th Avenue, Troy NY 12180		7. TELEPHONE NUMBER 518 272-9376	8. FAX NUMBER 272-3738
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Jackie McBain Title President Telephone Number Fax Number 518-272-9376 Fax 518-272-3738 e-mail jackie@mcbainelectric.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Jackie McBain	TITLE President	b) NAME	TITLE
c) NAME Jay McBain	TITLE Vice President	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:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ 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:	☐ Yes ☒ No
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ 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 Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

☐ Yes ☒ No

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.

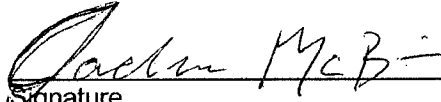
FEIN # 161534752

Kathryn McBain
Printed Name

Signature
03/06/2023
Date

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

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


Signature

President

Title

J. McBain Inc.

Company Name

3/8/23
Date

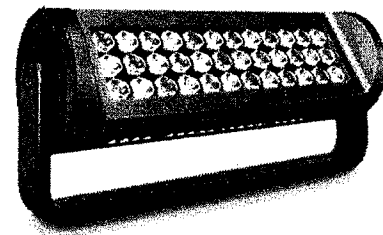
ReachElite High Punch Powercore gen2, RGBW 100

Date: _____
Type: _____
Firm Name: _____
Project: _____

100 to 277 VAC, 3°, Native (no spread lens), UL/cUL,
CE, CQC

High-performance exterior long-throw floodlight with intelligent RGBW light

ReachElite is a premium exterior long-throw luminaire designed to light large-scale outdoor structures ranging from bridges and facades to monuments and skyscrapers. Powerful enough to hit targets over 418 m (1,373 ft) away with the 300 W luminaire, ReachElite raises the bar for optical control, performance and beam quality in LED lighting. What sets ReachElite apart from the competition is its application efficiency, high punch, and adaptability. ReachElite delivers high-quality white and color light exactly where you want it. With a 3° native beam angle ReachElite introduces a new level of precision and punch to the premium exterior LED luminaire market.



- **High punch**—ReachElite's High Punch optical system enables the layering of precise high quality light. Increased application efficacy is realized as a result of high illuminance sources. As a result luminaires can be placed at far greater distances from surfaces to be illuminated. The native 3° beam angle allows for the light to hit targets up to 564 m (1,852 ft) away using the 300 W luminaire, without sacrificing light efficiency or quality.
- **Design flexibility**—ReachElite is available in three versions: 100 W, 200 W, and 300 W. Each luminaire contains either one, two, or three 100 W heads that can be aimed independently of each other. This empowers lighting designers to utilize multiple applications and beam direction in a single luminaire.
- **Flexible field-installed accessories**—Choose from a full line of high-quality accessories, from seven different spread lenses, a louver, full and half glare shields, a rock guard, and a slipfitter mount for all ReachElite luminaires. Color Kinetics accessories make project customization simple.
- **Integrates patented Powercore technology**—Patented Powercore controls power output to luminaires directly from line voltage - rapidly, efficiently, and accurately.
- **Application adaptability**—ReachElite High Punch excels in a wide range of lighting applications including spot lighting, and wall grazing. Optional secondary accessories combined with easy precise aiming bring ultimate in system flexibility to customize the look and performance of any project. Precision optical system allows for placement freedom.
- **Chromasync technology**—Improves color consistency between all LED luminaires within 2 SDCM and simplifies commissioning. The color control algorithm utilizes active temperature measurement combined with the data measured during manufacturing each array.
- **Reliable**—ReachElite Powercore provides years of reliable use under rugged conditions. ReachElite offers more protection from corrosion by meeting ASTM B117 standard for > 1,500 hours of corrosion resistance and ANSI C136.31 with a 5G vibration rating (3G with Slipfitter mount), and elimination of water pooling on main cover lens and accessories.
- **Easily Controlled**—Works seamlessly with Color Kinetics controllers, including Light System Manager, Video System Manager, Video System Manager Pro, iPlayer 3, Antumbra iColor Keypad, and ColorDial Pro, as well as third-party controllers.

For detailed product information, please refer to the ReachElite Product Guide at www.colorkinetics.com/global/products/rgb/reachelite-highpunch-powercore-gen2-rgbw



Specifications

Due to continuous improvements and innovations, specifications may change without notice.

Output

Beam Angle	3°
Lumens †	3,955
Lumens per channel	R 660 / G 1461 / B 451 / W 1614
Efficacy (lm/W) (no spread lens)	42.5
LED Channels	Red/Green/Blue/4000 K

Electrical

Input Voltage	100 to 277 VAC, auto-ranging, 50/60 Hz
Power Consumption (Maximum at full output, steady state)	100 W
Power Factor	0.99 @ 120 VAC 0.81 @ 277 VAC

Surge Limits ¶ 2 kV maximum differential (L to N)
4 kV maximum common (L to Gnd or N to Gnd)

For additional Surge Protection Requirements for LED Lighting Systems, please refer to www.colorkinetics.com/KB/surge-protection.

Control

Interface	Data Enabler Pro (DMX/Ethernet)
-----------	---------------------------------

Control System ‡

Color Kinetics full range of controllers, including Light System Manager, Video System Manager Pro, iPlayer 3, Antumbra iColor Keypad, and ColorDial Pro, or third-party controllers

Remote Monitoring & Management Works with Interact Landmark

Lumen Maintenance

Threshold§	Ambient Temperature	Reported ¶¶	Calculated ¶¶
L 90	25 °C	>39,588	>39,588
	50 °C	>39,588	>39,588
L 80	25 °C	>55,000	>98,480
	50 °C	>55,000	>98,480
L 70	25 °C	>55,000	>100,000
	50 °C	>55,000	>100,000
L 50	25 °C	-	>100,000
	50 °C	-	>100,000

Physical

Dimensions (Height x Width x Depth)	285.22 x 647.25 x 196 mm (11.25 x 25.5 x 7.68 in)
Weight	14.5 kg (32 lb)
Effective Projected Area (EPA)	0.182 m² (1.96 ft²) With full glare shield.
Housing Material	Die-cast aluminium, black powder-coated finish
Lens	Clear tempered glass
Luminaire Connections	Integral male/female waterproof connector

Temperature Ranges

-40 to 50 °C (-40 to 122 °F) Operating

-20 to 50 °C (-4 to 122 °F) Startup

-40 to 80 °C (-40 to 176 °F) Storage

Vibration Resistance

ANSI C136.31 with a 5G vibration rating (3G

with Slipfitter mount)

Mechanical Impact IK09 (IK10 with Louver or Wire Rock Guard accessory.)

Corrosion Resistance

Complies with ASTM B117 standard for > 1,500 hours

Humidity 0 to 95%, non-condensing

Thermal Protection enabled

For additional Thermal Protection information, please refer to

<https://colorkinetics.helpdocs.io/article/sh301ducix>

Luminaire Run Lengths

To calculate luminaire run lengths and total power consumption for your specific installation, download the Configuration Calculator from

www.colorkinetics.com/support/install_tool/

Certification and Safety

Approbation	UL/cUL, FCC Class A, CE, PSE, CQC, RCM
Environment	Dry/Damp/Wet Location, IP66

For additional Energy Efficiency Class information, please refer to

<https://colorkinetics.helpdocs.io/article/cviis2p8qq>.



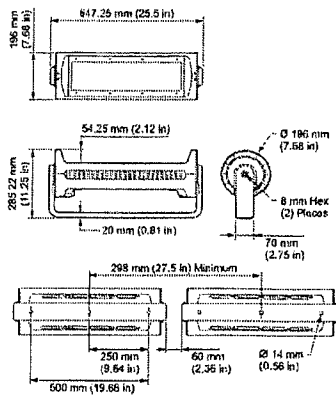
† Native beam lumen output measurements comply with IES LM-79-08 testing procedures. All other beam angle measurements are estimated based on the native beam measurements. ReachElite 200 and 300 output measurements are estimated based on ReachElite 100 measurements.

§ Lxx = xx% lumen maintenance (when light output drops below xx% of initial output). All values are given at B10, or the median value where 90% of the LED population is better than the reported or calculated lumen maintenance measurement.

¶ Minimum surge limits per IEC 61547, tested in accordance with IEC 61000-4-5.

¶¶ Lumen maintenance figures are based on lifetime prediction graphs supplied by LED source manufacturers. Whenever possible, figures use measurements that comply with IES LM-80-08 testing procedures. In accordance with TM-21-11, Reported values represent the interpolated value based on six times the LM-80-08 total test duration (in hours). Calculated values represent time durations that exceed six times the total test duration.

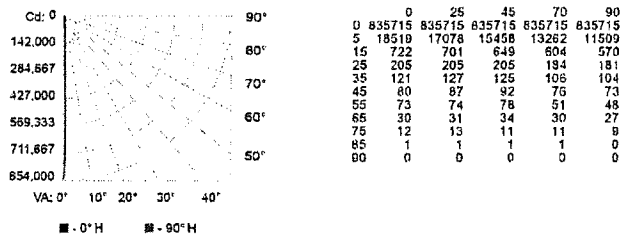
Dimensions



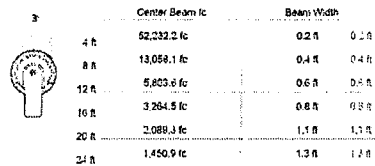
Photometrics 100 W, 3°, Native (no spread lens)

Beam Angle	3°
LED	RGBW
Lumens	3,955.0
Efficacy (lm/W) (no spread lens)	42.5

Polar Candela Distribution



Illuminance at Distance



Zonal Lumen

Zone	Lumens	% Luminaire
0-30	3,719.5	94.0%
0-40	3,792.7	95.0%
0-50	3,912.6	98.9%
60-90	42.2	1.1%
70-100	13.3	0.3%
90-120	0.0	0.0%
0-90	3,955.0	100.0%
90-180	0.0	0.0%
0-180	3,955.0	100.0%

277.4 m (910 ft)
1 ft maximum distance

For lux multiply fc by 10.7

Coefficients of Utilization - Zonal Cavity Method

RUC %	Effective Floor Cavity Reflectance: 20%															
	0%				50%				70%				90%			
RA %	70	50	30	0	70	50	30	0	70	50	30	0	70	50	30	0
0	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
1	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
2	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
3	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
4	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
5	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
6	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
7	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
8	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
9	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
10	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Luminaire and Accessories

Use Item Number when ordering in North America

Luminaire	Item Number	Item 12NC
ReachElite High Punch Powercore gen2, RGBW 100, 100 to 277 VAC, 3°, Native (no spread lens), UL/cUL, CE, CQC Luminaire only. Leader cable sold separately.	423-000102-00	912400137769
Accessories		
Slipfilter Mount, 2-3/8in	120-000197-04	912400135534
Louver	120-000197-02	912400135532
Rock Guard	120-000197-03	912400135533
Half Glare Shield	120-000197-01	912400135531
Full Glare Shield	120-000197-00	912400135530
Spread Lens With Trim Bezel, 10°	120-000197-07	912400135537
Spread Lens With Trim Bezel, 20°	120-000197-08	912400135538
Spread Lens With Trim Bezel, 40°	120-000197-09	912400135539
Spread Lens With Trim Bezel, 60°	120-000197-10	912400135540
Spread Lens With Trim Bezel, 80°	120-000197-11	912400135541
Spread Lens With Trim Bezel, 10° x 40°	120-000197-12	912400135542
4 Conductor Leader Cable, For use with all ReachElite family luminaires, 100 to 277 VAC, 15.2 m (50 ft), UL	108-000055-00	910503703137
4 Conductor Leader Cable, For use with all ReachElite family luminaires, 100 to 277 VAC, 15.2 m (50 ft), CE/PSE	108-000055-01	910503704064
4 Conductor Leader Cable, For use with all ReachElite family luminaires, 100 to 277 VAC, 3 m (10 ft), UL	108-000055-03	910503704066
4 Conductor Leader Cable, For use with all ReachElite family luminaires, 100 to 277 VAC, 3 m (10 ft), Black, CE/PSE	108-000055-04	910503704067
4 Conductor Leader Cable, For use with all ReachElite family luminaires, 100 to 277 VAC, 3 m (10 ft), BIS	108-000055-13	912400137373
Power Supplies		
Data Enabler Pro, 3/4 in / 1/2 in NPT (U.S. trade size conduit)	106-000004-00	910503701210
Data Enabler Pro, PG21/PG13 (metric size conduit)	106-000004-01	910503701211



Color Kinetics is a leader in the design and manufacturing of high-quality, energy-efficient lighting solutions. Our products are designed to provide superior performance, reliability, and energy efficiency, making them the ideal choice for a wide range of commercial and residential applications. We are committed to providing our customers with the best possible lighting solutions, and we are proud to be a leader in the industry.

© 2023

iPlayer 3, ColorPlay 3, 100–240V

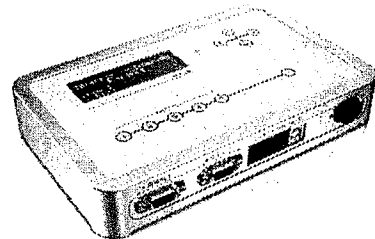
Date: _____
Type: _____
Firm Name: _____
Project: _____

North America Power Cord

CONTROLLER

Author, configure, and control dynamic LED light shows for DMX lighting networks

iPlayer 3 controller is a compact yet powerful show storage and playback device capable of delivering light shows to installations with up to 340 unique light addresses. Packaged with ColorPlay 3 light show authoring software, iPlayer 3 is designed to add new levels of sophistication and flexibility to your lighting installations while eliminating the need for expensive lighting boards and technical programming expertise.



- Easy to use—With factory preset shows, custom show-authoring capabilities, an intuitive LCD interface, removable SD card storage, and onboard light addressing features, iPlayer 3 enables you to spend more time on the creative aspects of lighting design and less time on setup.
- Packaged with ColorPlay 3 light show authoring software—ColorPlay 3 gives you the flexibility to create and manage light shows using fully customizable effects, multi-track editing, timeline layering, and transition styles.
- Designed for use with the optional Controller Keypad—Controller Keypad is a wall-mounted user interface providing instant pushbutton playback of up to eight light shows.
- Supports the optional AuxBox expansion device—AuxBox automatically triggers up to eight iPlayer 3 light shows using any remote triggering device with a dry-contact closure. Via the AuxBox, you can trigger light shows by motion sensors, third party control or sensor systems, and more.
- Control two DMX universes—iPlayer 3 has two DMX output ports, each controlling a universe of 512 DMX channels.
- Automate show playback—Set alarms to automatically trigger show playback based on a specific date, day of the week, weekdays, weekends, or an astronomical event, such as sunrise or sunset.

For more information, please refer to
www.colorkinetics.com/ls/controllers/iplayer3/

Specifications

Due to continuous improvements and innovations, specifications may change without notice.

Electrical

Input Voltage	100 to 240 VAC, 50/60 Hz, 5 W
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Control

Capability	2 universes of 512 DMX addresses each
------------	---------------------------------------

Computer Interface	USB 2.0
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External/Auxiliary Interface	Two DMX512 RJ45 ports. Two RS-232 9-pin serial ports.
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Data Storage	Removable industrial grade secure digital card
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Physical

Dimensions <i>(Height x Width x Depth)</i>	209 x 137 x 33 mm (8.2 x 5.4 x 1.3 in)
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Weight	0.5 kg (1.2 lb)
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Housing	Polycarbonate
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Operating Temperature	-10 to 40 °C (14 to 104 °F)
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Humidity	0 to 95%, non-condensing
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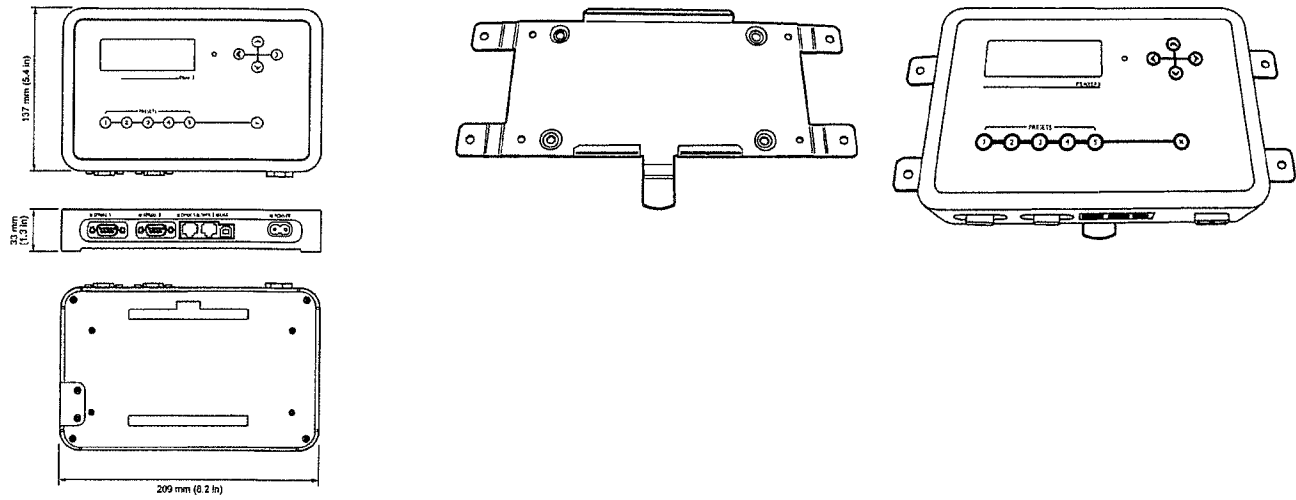
Certification and Safety

Certification	UL/cUL, FCC Class B, CE, CQC, C-Tick
---------------	--------------------------------------

Environment	Dry Location, IP20
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Dimensions



Part Numbers

Use Item Number when ordering in North America.

Controller	Item Number	Item 12NC
iPlayer 3, ColorPlay 3, 100-240V North America Power Cord	103-000019-00	910403327101
Accessories		
Controller Keypad, DB-9 Serial	103-000020-00	910503700223
AuxBox, DB-9 Serial	103-000021-01	910503702433
Replacement 512 MB Industrial SD Card	120-000199-00	912400135915



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Color Kinetics
www.colorkinetics.com

Albany County Request for Contract Approval

Contract #	2023-937
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Monday, March 13, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Alarm & Suppression, Inc. 331 Ushers Road, Suite #3, Ballston Lake, NY 12019
Estimated Amount	\$44,500.00
Estimated Term	5/1/2023 to 4/30/2024
Scope of Services	Annual fire alarm and fire sprinkler system test and inspections of various County facilities.
Budget Line Item	AA1620 - 4046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - RFQ

Budget Analyst

Date

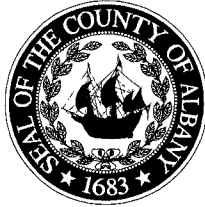
For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

March 13, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 9th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval of a contract with Alarm & Suppression, Inc. for annual testing and inspection of fire alarm and sprinkler systems of various County buildings at a cost not to exceed \$44,500.00.

The quote provided conforms to existing State contract PT68816 for fire alarm and sprinkler testing and inspection. The contract term is 5/1/2023 - 4/30/2024.

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

Department of General Services
Annual Fire Alarm/Sprinkler System Test & Inspection 2023

Property	
County Office Building	\$13,250.00
Dept. of Social Services	\$1,200.00
Stedman House	\$600.00
Judicial Center	\$8,000.00
Board of Elections	\$1,900.00
Mercantile	\$1,400.00
County Court House	\$8,000.00
Hall Of Records	\$1,160.00
Health Department	\$1,410.00
Mental Health Dept/CAC	\$2,500.00
Spruce Street Garage	\$150.00
Family Court	\$2,500.00
Clarksville	\$2,430.00
	\$44,500.00



ALARM & SUPPRESSION, Inc

- Fire & Life Safety Professionals -

331 Ushers Road, Suite #3, Ballston Lake, New York 12019
Phone: 518.399.5110 - Fax: 518.399.8702 – www.alarmandsuppression.com

Licensed by the
NYS Dept of State
License No.: 1200034322

Licensed by the
State of Vermont
License No.: ES-949

 We support and
Encourage NICET
certification

Preventative Maintenance / Inspection Agreement



Prepared For: Albany County – Department of General Services

Address: 112 State Street

Albany, NY 12207

Contact: Thomas Stover or Donald Ballard

Phone: (518) 447 – 3020 or (518) 447 – 5562

E-Mail: thomas.stover@albanycountyny.gov or dballard@albanycountyny.com

Prepared & Submitted By:

Joe Giardino

Account Executive

Phone: (518) 399 – 5110

Cell: (518) 852 – 4357

Fax: (518) 399 – 8702

Email: jgiardino@alarmandsuppression.com

Date Prepared: March 13, 2023

Agreement Start Date: April 1, 2023

This agreement includes the inspection of the fire alarm system at:
**Albany County owned properties
(Listed Below)**

Customer Billing Address:

**Albany County
Department of General Services
Attention: Accounts Payable
112 State Street
Suite 1300
Albany, NY 12207**

Locations included in this Preventative Maintenance / Inspection Agreement:

County Office Building
112 State Street
Albany, NY 12207
\$13,250.00

Department of Social Services
162 Washington Avenue
Albany, NY 12207
\$1,200.00

Stedman House
1 Lodge Street
Albany, NY 12207
\$600.00

Judicial Center
6 Lodge Street
Albany, NY 12207
\$8,000.00

Board of Elections Building
224 South Pearl Street
Albany, NY 12207
\$1,900.00

Mercantile Building

60 South Pearl Street

Albany, NY 12207

\$1,400.00**County Courthouse**

16 Eagle Street

Albany, NY 12207

\$8,000.00**Hall of Records**

95 Tivoli Street

Albany, NY 12207

\$1,160.00**County Health Department**

175 Green Street

Albany, NY 12202

\$1,410.00**Mental Health Department**

260 South Pearl Street

Albany, NY 12202

\$2,500.00**Spruce Street Garage**

3 Spruce Street

Albany, NY 12207

\$150.00**Family Court**

30 Clinton Avenue

Albany, NY 12207

\$2,500.00**Clarksville – Sheriff's Patrol**

58 Verda Avenue

Voorheesville, NY 12041

\$2,430.00

Annual Fire Alarm System Inspection Includes:

Scope of work:

1.) Full building testing and inspection of fire alarm system, including smoke detectors, heat detectors, carbon monoxide detectors, duct detectors, manual pull stations, all control/monitor/relay modules, audio/visual devices, door holders, batteries, booster panels, smoke hatches, HVAC/fan shutdowns, cross trips, cross ties, monitoring connections and any other devices associated with the FACP. This will include testing and/or cleaning with the appropriate test methods for each device.

2.) Facility to provide staff to assist or grant access as needed.

3.) Alarm & Suppression to provide qualified technicians.

4.) Alarm & Suppression will notify and coordinate with proper personnel.

5.) Alarm & Suppression will review inspection findings with facility representative.

Alarm & Suppression will perform the required test and inspection of the fire alarm system, using NFPA recommended test frequencies and methods. Alarm & Suppression will provide the necessary documentation to satisfy the AHJ. This includes Building Reports bar-coding of all initiating devices to provide customer with detailed, accurate reporting.

The test will be performed one (1) time per year with 100% of devices tested per visit. System components and inventory is listed on following page or on the provided reports at your request.

This agreement does not include repairing of system deficiencies or recommendations. Deficiencies will be noted in writing at the time of inspection and reviewed with the customer or facility representative. A proposal to repair any deficiencies or recommendations will be provided to customer upon request.

Service agreement includes a discounted labor rate for service calls and 20% discount of materials and parts.

Semi-Annual Wet/Standpipe Sprinkler System Test and Inspection includes:

Scope of work:

- 1.) Conduct water flow drain tests.
- 2.) Test water flow and tamper switches on all control valves.
- 3.) Test both electrical and mechanical alarms on the sprinkler system.
- 4.) Lubricate all valve stems.
- 5.) Test and inspect the zone control stations, including a tag and date of all control zones and valves.
- 6.) Conduct a thorough visual inspection including a walkthrough.
- 7.) Complete test and inspection reports.

Alarm & Suppression along with our subcontractor, Albany Fire Protection, will perform the required test and inspection of the sprinkler system, using NFPA recommended test frequencies and methods. Alarm & Suppression along with our subcontractor, Albany Fire Protection, will provide the necessary documentation to satisfy the AHJ. This includes Building Reports bar-coding of all initiating devices to provide customer with detailed, accurate reporting.

The test will be performed two (2) times per year with 100% of devices tested per visit. System components and inventory is listed on following page or on the provided reports at your request.

This agreement does not include repairing of system deficiencies or recommendations. Deficiencies will be noted in writing at the time of inspection and reviewed with the customer or facility representative. A proposal to repair any deficiencies or recommendations will be provided to customer upon request.

Service agreement includes a discounted labor rate for service calls and 20% discount of materials and parts.

Semi-Annual Wet/Dry Pipe Sprinkler System Test and Inspection includes:

Scope of work:

- 1.) Conduct a partial flow trip test activation of the dry pipe valve.
- 2.) Test the water low switch and complete 2" main drain test.
- 3.) Test both electrical and mechanical alarms on the sprinkler system.
- 4.) Test tamper switch, pressure switch, high/low air switches on all systems.
- 5.) Maintain air compressor and provide adjustments on air and tank regulators.
- 6.) Clean the interior moving parts in the dry pipe valve.
- 7.) Conduct main drain flow tests.
- 8.) Visual inspection of the dry pipe sprinkler piping.
- 9.) Drain and inspect auxiliary drains.
- 10.) Lubricate all valve stems and control valves.
- 11.) Test and inspect the zone control stations, including a tag and date of all control zones and valves.
- 12.) Conduct a thorough visual inspection including a walkthrough.
- 13.) Complete test and inspection reports.

Alarm & Suppression along with our subcontractor, Albany Fire Protection, will perform the required test and inspection of the sprinkler system, using NFPA recommended test frequencies and methods. Alarm & Suppression along with our subcontractor, Albany Fire Protection, will provide the necessary documentation to satisfy the AHJ. This includes Building Reports bar-coding of all initiating devices to provide customer with detailed, accurate reporting.

The test will be performed two (2) times per year with 100% of devices tested per visit. System components and inventory is listed on following page or on the provided reports at your request.

This agreement does not include repairing of system deficiencies or recommendations. Deficiencies will be noted in writing at the time of inspection and reviewed with the customer or facility representative. A proposal to repair any deficiencies or recommendations will be provided to customer upon request.

Service agreement includes a discounted labor rate for service calls and 20% discount of materials and parts.

Annual Electric Fire Pump Test and Inspection includes:

Scope of work:

- 1.) Full flow water test and jockey pump test.
- 2.) Test fire and jockey pump controllers.
- 3.) Test and inspect tamper and water flow switches.
- 4.) Adjust packing glands as required.
- 5.) Record and document performance tests.
- 6.) Test the electric alarms on the fire pump.
- 7.) Tag and date all control valves.
- 8.) Conduct a thorough visual inspection including a walkthrough.
- 9.) Complete test and inspection reports.

Alarm & Suppression along with our subcontractor, Albany Fire Protection, will perform the required test and inspection of the sprinkler system, using NFPA recommended test frequencies and methods. Alarm & Suppression along with our subcontractor, Albany Fire Protection, will provide the necessary documentation to satisfy the AHJ. This includes Building Reports bar-coding of all initiating devices to provide customer with detailed, accurate reporting.

The test will be performed one (1) time per year with 100% of devices tested per visit. System components and inventory is listed on following page or on the provided reports at your request.

This agreement does not include repairing of system deficiencies or recommendations. Deficiencies will be noted in writing at the time of inspection and reviewed with the customer or facility representative. A proposal to repair any deficiencies or recommendations will be provided to customer upon request.

Service agreement includes a discounted labor rate for service calls and 20% discount of materials and parts.

Inspections to be performed during the month of: **June and/or December**

**Inspection dates may vary based on the type of system in each location.*

Special Notes:

**Client will assist Alarm & Suppression, Inc. with access to the building including rooms/areas/offices/suites to be inspected.*

**Client will give proper notification to tenants and/or employees about the presence of Alarm & Suppression, Inc.*

**Alarm & Suppression, Inc. will only functionally test the signals to make sure they are coming from the elevator systems to the fire alarm control panel. Alarm & Suppression, Inc. will assist the client with finding a reputable company to handle the full inspection of the elevator; at the clients' request.*

**Alarm & Suppression, Inc. will follow all of the client's guidelines in regards to health and safety, including any special COVID guidelines.*

**All reporting fees associated with Compliance Engine or Authority Having Jurisdiction are separate from this agreement and will be billed accordingly.*

**Any and all deficiencies will be noted on our reports and will be reviewed by the us and the client with a remediation plan put in place at the clients request.*

**Inspection will occur during the client's normal business hours, unless prior arrangements are made between all parties.*

**This agreement is renewable for two additional one-year extensions, at the agreement of all involved parties.*

**All pricing was derived from client provided reports which came from their previous vendor. Any major discrepancies may be billed with the agreement of all involved parties.*

Prices effective: March, 2023

Agreement includes ONE (1) annual inspection of the Fire Alarm System, Sprinkler System and/or Fire Pump at the following cost, plus applicable taxes:

2023 - \$44,500.00

Prevailing wage rates apply

*This agreement is renewable for two additional one-year extensions, at the agreement of all involved parties.

Agreement may be cancelled at any time by either party.

Terms are net 30 days.

A charge of 1.5% per month may be charged for outstanding balances after 30 days.

Alarm & Suppression, Inc.

Approved By:

Joe Giardino

03/13/2023

Joe Giardino, Account Executive

Date

Customer

Approved By:

Date:

Name:

Title:

ACCEPTANCE OF PROPOSAL - The above prices, specifications, and conditions are satisfactory and are hereby accepted. The terms and conditions set forth on all attachments referred to above are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in terms and conditions.

Alarm & Suppression, Inc. is licensed by the N.Y.S. Dept. of State, License #12000034322

NYS Contract #PT68751 Group #77201

General Terms & Conditions

The customer agrees to purchase, and Alarm & Suppression, Inc. agrees to provide, the above service in accordance with the terms and conditions set forth herein and at the price listed above. All work will be performed in a professional manner and is guaranteed, according to standard practices.

1. Term and Termination: This Agreement shall be in effect from the date provided for a period of three (3) years as described in the agreement. Either party may cancel this agreement with written notice within sixty (60) days of the inspection month of the respective year.

2. Payment: As a condition of performance, payment of services is to be made upon completion. The Customer will promptly pay invoices within thirty (30) days of invoice date. Should a payment become thirty (30) days or more delinquent, Alarm & Suppression may stop all service under this agreement without notice and/or cancel this agreement, and the agreement amount shall become due and payable immediately upon demand. A finance charge will be added to past due accounts at the rate of one and one-half percent (1.5%) per month.

3. Taxes: The Customer shall be responsible for all applicable taxes to the services provided hereunder. In the event of the Customer being tax exempt, proof in the form of a federal or state tax exempt form must be provided to Alarm & Suppression.

4. Site Conditions: Customer shall provide a safe working environment and unencumbered access to all spaces where work is to be performed by Alarm & Suppression. Customer acknowledges that Alarm & Suppression's service personnel have been instructed not to perform any work in hazardous locations until working conditions have been made safe.

5. Equipment Covered: Alarm & Suppression will provide Customer with the services described herein for the equipment listed on the System Inventory List provided in the agreement. Any additions to or deletions from the System Inventory List, and any changes in the service price as a result thereof, must be made in writing and signed by both Alarm & Suppression and Customer.

7. Force majeure: Alarm & Suppression shall not be liable for any failure to perform or for any interruption of any service to be performed hereunder, or in the performance of an obligation hereunder as a result of an event beyond its reasonable control, including, but not limited to; strikes, industrial disputes, fire, flood, acts of God, war, vandalism, riot, national emergency, acts of terrorism, embargoes or restraints, supplier default, extreme weather or traffic conditions, order or other act of any governmental agency, and shall not be required to supply

any service to Customer while interruption of such service due to any such cause shall continue. Service charges shall cease until service is resumed.

8. Mutual Waiver of Damages: Notwithstanding anything else in this agreement, neither party shall be liable for any indirect, liquidated, consequential, special or economic loss, cost liability, damage or expenses however arising, whether or not foreseeable and whether or not due to negligence of either party in part or in whole.

9. Insurance: Alarm & Suppression agrees to maintain the appropriate insurances during the term of the agreement.

10. General: This Agreement and Scope of Work constitutes the entire Agreement between Customer and Alarm & Suppression and supersedes all prior written and oral agreements in relation to the work contemplated under this agreement. No amendments, modifications, or supplements to this Agreement shall be binding unless in writing and signed by both parties. This Agreement shall not be in effect or binding upon Alarm & Suppression until signed by its duly authorized representative(s). Customer may not assign its rights or delegate its duties hereunder without the specific, written consent of Alarm & Suppression.

11. Governing Law: This Agreement shall be interpreted in and governed by the laws of the State in which the work is to be performed including all matters of construction, validity, performance and enforcement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and of equal force and effect.

Albany County Request for Contract Approval

Contract #	2023-955
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Friday, March 24, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	M&J Engineering, P.C. 2003 Jericho Turnpike, New Hyde Park, NY 11040
Estimated Amount	\$52,710.00
Estimated Term	4/15/2023 to 4/14/2026
Scope of Services	Testing and Special Inspection Services for the Capital District Juvenile Secure Detention Facility Project pursuant to RFP#2023-032.
Budget Line Item	AA1620 - 4046 - - -
Fiscal Impact	County: 11.00% State: 89.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

March 24, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval of a contract with M&J Engineering, P.C. for Testing and Special Inspection Services for the Capital District Juvenile Secure Detention Facility Project pursuant to RFP#2023-032.

The costs of this service is \$47,710.00 with a contingency allowance of \$5,000.00 for a total not to exceed \$52,710.00.

All cost of these services will be covered under bond number HHW0 pursuant to Res. No. 570 of 2018 adopted December 3, 2018.

The term of this contract will commence upon signing and continue until the project is completed and signed off by the Department of General Services. Projected term is April 15, 2023 through April 14, 2026.

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

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: March 24, 2023

Re: Request for Proposal #2023-032 TESTING AND SPECIAL INSPECTIONS FOR THE
CAPITAL DISTRICT JUVENILE DETENTION FACILITY CONSTRUCTION PROJECT

I have reviewed the proposal for RFP 2023-032 and recommend awarding the contract to M&J Engineering, P.C. as the only responding bidder for the amount of \$47,710.00 with a contingency allowance of \$5,000.00 for a total not to exceed \$52,710.00.

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

DML:tas



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
General Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: March 24, 2023

RE: RFP#2023-032, Testing and Special Inspections for the Capital District Juvenile
Detention Facility Construction Project.

I am in receipt of your recommendation to award the aforementioned to MJ Engineering, P.C. in the amount of \$52,710.00.

As MJ Engineering, P.C. was the only proposal submission and meets all specifications I concur with your recommendation.

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

March 23rd, 2023

Ms. Pamela O'Neill
Purchasing Agent
Albany County Department of General Services, Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

**Project: Testing and Special Inspections for the Capital District Juvenile Secure
Detention Facility Construction Project; RFP #2023-032**

Dear Ms. O'Neill,

M&J Engineering, P.C. (M&J) is pleased to submit our proposal for Special Inspections and Material Testing for the above-referenced Project.

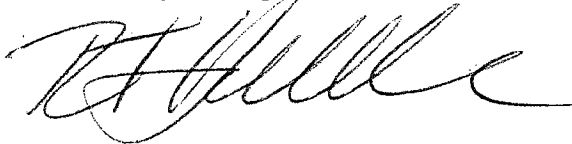
Our proposal consists of the following attachments:

- Section I – Title Page and Table of Contents
- Section II – Qualifications/Experience
- Section III – References
- Section IV – Plan Implementation
- Section V – Cost Proposal
- Section VI – Mandatory Documentation

Please feel free to contact us for any additional information and we look forward to working with you in the future.

Regards,

M&J Engineering, P.C.



Richard Hallahan, PE
Senior Director Special Inspections and Material Testing

RFP #2023-032

Proposal for Testing and Special Inspections for
the Capital District Juvenile Secure Detention
Facility Construction Project

Section I – Title Page & Table of Contents

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Submitted By: M&J Engineering, PC

Richard Hallahan, PE

Senior Director of Special Inspections and Material Testing

(917) 613-2265 rhallahan@mjengineers.com

Section II – Qualifications/Experience

Section II – Qualifications/Experience

M&J Engineering, PC (M&J) is a midsize, full service Architectural and Engineering firm. Since opening for business in 2004, M&J has spent the last 18 years building a reputation for providing the highest quality of services. The following pages in this Section contain the following:

- Firm Overview
- Material Testing and Special Inspection Brochure
- Resumes of Key Personnel for the CDJSDF Project
- AASHTO and A2LA Accreditation Certificates
- NYC DOB License Certificates
- NYS Certificate of Good Standing
- NYS MBE Certificate

At the end of the day, all of the attached resumes and certificates need to be backed up by performance. To highlight M&J's performance relative to the Testing and Special Inspections for the Capitol District Juvenile Secure Detention Facility Project (CDJSDF), we refer you to the New York State Thruway Authority's Project Empire. This \$450M project will replace all of the Rest Stop Facilities From Yonkers to Buffalo. M&J has provided Special Inspections and Material Testing for the Ardsley, Plattekill and New Baltimore Rest Stops and has been retained to provide the same services for the Ramapo, Malden, and Modena Rest Stops starting in March 2023. These facilities encompass all of the activities required by the CDJSDF Project – subgrade, soil compaction, cast-in-place concrete, masonry, structural steel, smoke control and fire-resistant penetrations and joints in accordance with the NYS BC requirements.

The client's Project Manager, David Berson, is listed in Section III – References. We encourage you to contact him to verify the quality of our performance.

COMPANY OVERVIEW

M&J Engineering PC (M&J), established in 2004, is a leader in construction management and inspection, ITS, mechanical, electrical, wastewater, water supply, tunnel, airport, port, marine/coastal, environmental engineering, and design-build services for both new infrastructure projects and renovations.

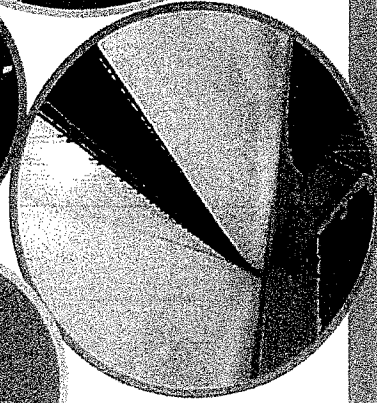
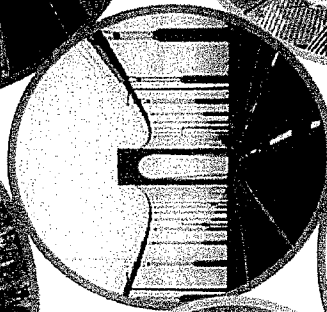
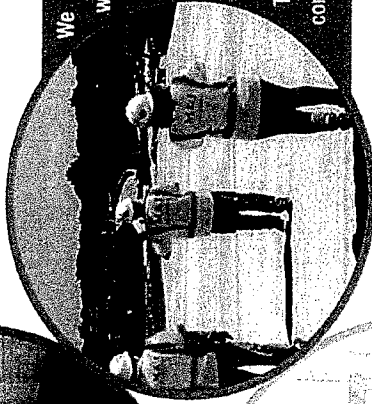
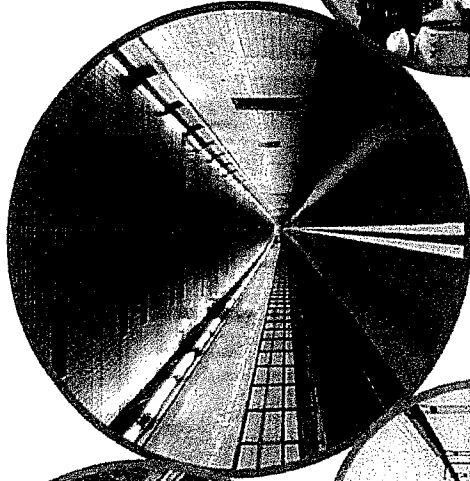
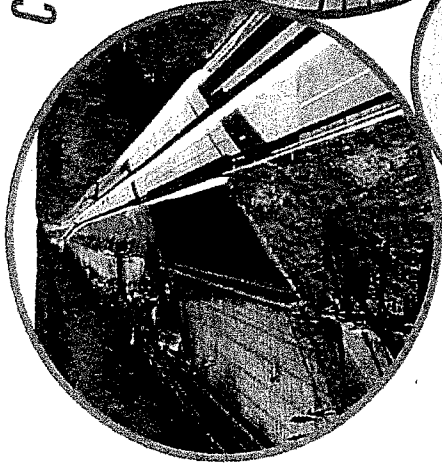
Our multidisciplinary staff includes: civil, tunnel, mechanical, coastal, electrical, chemical, environmental, sanitary, wastewater, water, security, electrical, and specialists; health and safety specialist; construction managers; resident engineers; construction/special inspectors; and technical administrative staff.

We don't like schedule delays, change orders, and inferior workmanship. Therefore, our team will ensure your project is completed on time and within budget to the highest quality standards. From engineering and technical aspects to administrative procedures, we will anticipate trouble spots and devise a management plan to proactively address the issues. Throughout the project, our team will maintain open and timely communications consistent with your pre-determined preferences.

Certified MBE/SWaM Firm

Based in New York - we are headquartered in New Hyde Park, and hold an office in Farmingdale which is home to our material testing facility. We also maintain offices in Florida, New Jersey, Connecticut, Washington, D.C., and Virginia. M&J has been expanding, at a smart pace, offering its high quality services to clients in new geographic areas.

Visit us at www.mjengineers.com!



• Over 300+ full-time employees
• Provided CM and Engineering services for over 200+ Projects
• 1 million safe working hours

ABOUT US

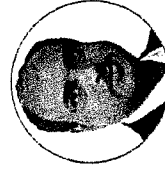
Since our establishment in 2004, M&J has grown into a full-service engineering and construction management firm. Over 300 employees strong, our size is part of our strength. While we have the experience and resources of a larger firm, we maintain the responsiveness and flexibility of a smaller service provider. This uncommon blend of expertise and personal attention gives us our competitive edge.

As M&J evolves, it is our mission to continue to not only engage the best and the brightest in their field, but to ensure that their core values and commitment to professional advancement align with ours. Communication. Collaboration. Innovation. These are the principles that define our culture, drive our growth, and enable us to deliver the highest quality service to our clients.

Whether we are performing construction inspection services for a complex highway project in a heavily congested urban area or designing a multi-use pathway through a small suburban town, our commitment to excellence does not waiver. We care about the outcome of every project. The product of our work and the process to get there is what builds confidence and trust, which we believe is the foundation of a successful, long-lasting relationship.

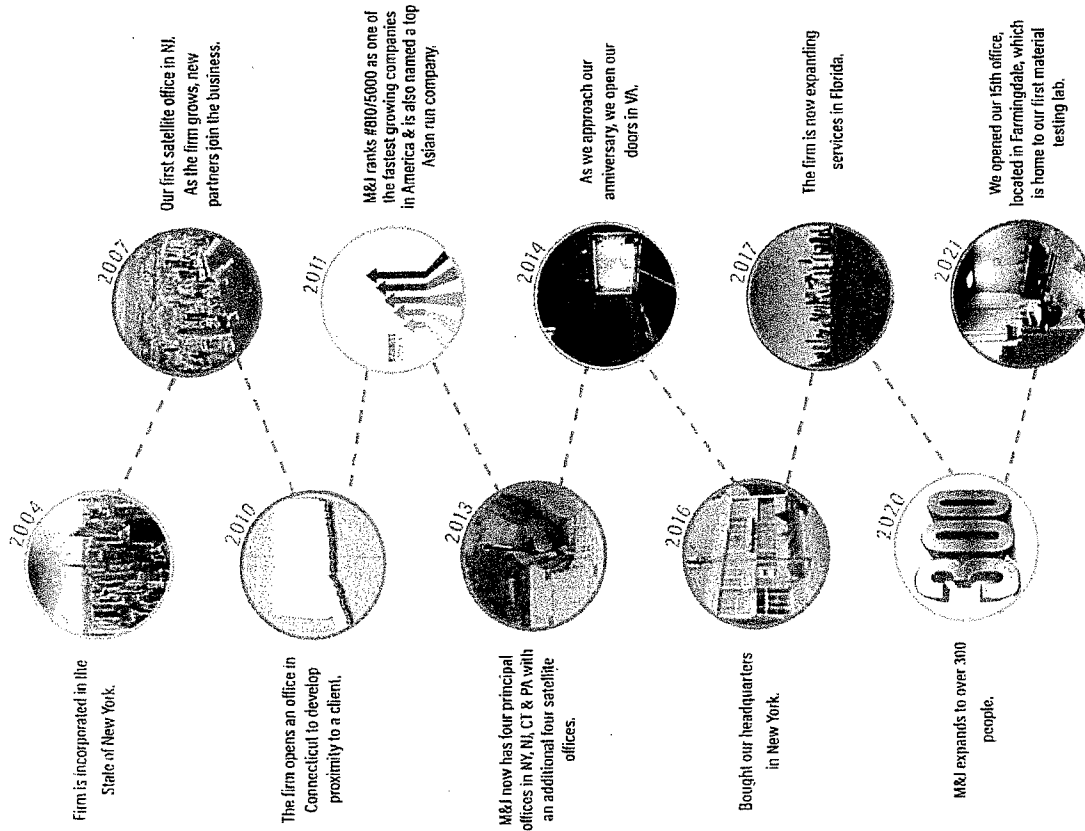
We look forward to working with you!

LEADING BY EXAMPLE



Masood Malik, P.E.
Founder, President, & CEO

Mr. Malik is a true team player, always ready to roll up his sleeves and help out wherever needed. His strongest asset is his ability to meld technical requirements, institutional issues, business constraints, and human factors. Because of his vision and leadership, the M&J team is able to consistently deliver real-world solutions without compromising safety, quality, or the relationships that are vital to our shared success.



M&J Engineering, P.C. has been providing professional multi-discipline consulting engineering services to federal, state, and city agencies, as well as private owners, architects, and contractors since 2004. We are registered to perform Material Testing through our up-to-date accreditations with AASHTO and A2LA, and we are certified by the NYC Department of Buildings as a Special Inspection Agency and Licensed Concrete Testing Laboratory. All of our testing protocols are developed in strict compliance with appropriate ASTM and/or AASHTO standards. All of M&J's inspectors are certified and experienced to meet the requirements of Chapter 17, Appendix A of the NYC Building Code. Our material testing laboratory and special inspections department allow us to meet the quality assurance needs of the construction industry. From concrete, soil, and asphalt testing to structural steel welding, bolting and NDT, masonry, SFM inspections, etc., we can ensure that our clients meet their goals of peak performance of new and existing buildings and infrastructure. Our laboratory has state-of-the-art material testing equipment operated by certified and experienced technicians and supervised by a NYS Professional Engineer. M&J also has multiple nuclear gauges available under our NYS DOH issued license.

Special Inspection Services:

- Structural Steel - Welding
- Structural Steel - Details
- Structural Steel - High Strength Bolting
- Structural Cold-Formed Steel
- Concrete Cast-In-Place
- Concrete-Precast & Prestressed
- Masonry
- Subgrade Inspection/Soils-Site Preparation
- Subsurface/Soils Investigation (Boring/Test Pits)
- Deep Foundation/Piles
- Underpinning
- Evacuation - Sheeting, Shoring and Bracing
- Wall Panels, Curtain Walls and Veneers
- Sprayed Fire-Resistant Materials
- Exterior Insulation and Finish Systems
- Smoke Control Systems
- Mechanical Systems
- Fuel-Oil Storage and Fuel-Oil Piping Systems
- High Pressure Steam Piping (Welding)
- Fuel-Gas Piping (Welding)
- Structural Stability-Existing Buildings
- Mechanical Demolition
- Soil Perforation Testing
- On-Site Storm Water Drainage and Detention Installation
- Sprinkler Systems
- Heating Systems
- Chimney
- Fire-Resistant Penetrations and Joints
- Seismic Isolations Systems
- Raising and Moving of a Building
- Helical Piles
- Mastic and Intumescent Fire-Resistant Coatings
- Post-Installed Anchors
- Preliminary Inspections
- Footing and Foundation
- Lowest Floor Elevation
- Structural Wood Frame
- Energy Code Compliance Inspections
- Fire-Resistant Rated Construction
- Public Assembly Emergency Lighting
- Luminous Egress Path Markings
- Emergency and Standby Power Systems
- Final Inspections

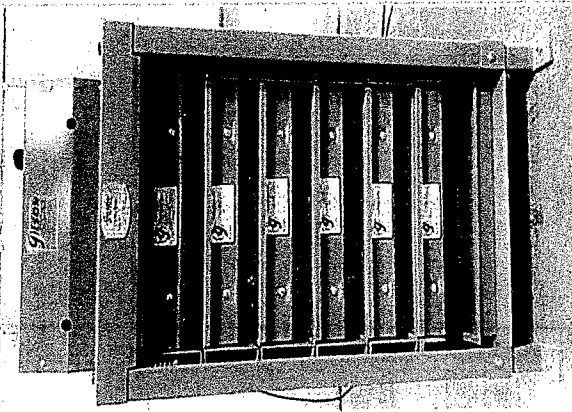
M&J ENGINEERING P.C.

"INNOVATIVE AND STATE-OF-THE-ART SOLUTIONS"

Contact: Abdul Somat, P.E.
110 Bl County Boulevard, Suite 101
Farmingdale, NY 11735
(516) 821-7300 Ext. 356

Material Testing Services

- M&J is Accredited by AMRL and A2LA
- Participant in Proficiency Sample Program
- State-of-the-Art equipped Laboratory
- Asphalt, Aggregate, Soil, Concrete, Fireproofing, etc.
- Coring, Steel NDT, Windsor Probe, GPR, etc.



Proposed Project Assignment
Director of Special Inspections**Years of Experience**
36**Education**

- MS in Civil Engineering, Polytechnic University, NY, 1997
- Diploma in Building Construction Management, New York University, 1992
- Bachelor of Civil Engineering, University of Guyana, 1986

Licenses

- Professional Engineer, NY
- NYCDOB Concrete Test Lab/Safety Manager

Certifications

- ACI Concrete Field Testing Technician - Grade I; Concrete Construction Special Inspector; Concrete Laboratory Technician Level III; Concrete Strength Testing Technician; Aggregate Testing
- ICC Master of Special Inspection; Reinforced Concrete; Structural Welding; Structural Steel and Bolting; Structural Masonry; Spray Applied Fireproofing Inspector
- AWS Welding Inspector
- NRMCA Certified Concrete Technologist Level 4
- OSHA 10 and 30 Hour
- 4-Hour User Supported Scaffold

Key Qualifications

Mr. Somat is a construction professional with over 30 years of experience in quality control, special inspection, and civil engineering. As Director of Special Inspections, he has been responsible for assisting in managing laboratory materials; reviewing inspectors' concrete, soils, fireproofing, steel, welding, and masonry reports; preparing and training engineers and inspectors for ACI, ICC and AWS certification exams for fireproofing, masonry, structural steel and bolting; reviewing reports for CWIs working in steel fabrication plant for clients that include MTA, NYCT, NYCDEP, and DASNY.

RELEVANT EXPERIENCE

LIRR, Construction Quality Control Services for Third Track Expansion Design-Build, Floral Park to Hicksville, NY, 5/22- Present, Senior Inspector for independent construction quality control services on this \$2.2 billion project that consists of construction of a third track on the mainline between the Floral Park and Hicksville train stations. The new track construction will allow for bi-directional service. The project focuses on construction of the third track along the mainline utilizing LIRR right-of-way property; reduction of roadway delays and noise by eliminating seven street-level grade crossings; improvements and modernization to railroad infrastructure such as signal systems, power substations, culverts, and switches; seven grade cross eliminations to add new three-bay railroad bridges to fit the third track; installation of sound attenuation walls; and renovations of passenger rail stations, including ADA accessibility and longer platforms. Ref: *Tomas Almonte, 3TC, 516-719-6500 X6513, Tomas.Almonte@3rdTC.com*

Anjuman Badri Inc. (New York Masjid), Queens, NY, Project Manager for the special inspection requirements for this new two-story reinforced concrete building. Mr. Somat's responsibilities included coordination and scheduling inspectors as needed and interfacing with the owner, design representatives, and contractor to resolve any issues.

Metro-North Railroad (MNR), Construction Supervision/Inspection Services for Power, Communications, and Signaling Infrastructure Improvements and Hudson Line and Brewster Substations, NY, Quality Assurance Representative for this \$200 million design-build contract for construction of power/communications and signaling infrastructure improvements to restore the system to a state of good repair and safeguard against future stormwater damage. The five-year project will replace 30 miles of damaged power components and communication/signal cable plants on the heavily traveled electrified Hudson line. Flooding/storm surge and winds from Superstorm Sandy have impacted rail infrastructure throughout the Metro-North Railroad right-of-way. Power components were damaged or had their useful life reduced due to saltwater intrusion. Metro-North is replacing and elevating three damaged traction power substations at Riverdale, Tarrytown, and Croton-Harmon on the Hudson Line and one on the Harlem line at Brewster and installing snow melters. The construction supervision team is overseeing all aspects of the construction performed by the contractor, Metro-North, and outside utility companies, and ensuring the coordination of contractor activities along the right-of-way to minimize the impact to railroad operations. Minimizing inconvenience to the public and open lines of communication with all stakeholders will be essential to managing this critical project.

Dormitory Authority of the State of New York (DASNY), Bronx Psychiatric Center, Bronx, NY, Senior Inspector for special inspection and material testing services as part of an on-call contract that included structural steel, soil, subsurface investigations, masonry, concrete, rebar, bolting, and fireproofing inspections.

New York City Housing Authority (NYCHA) On-Call Special Inspections, New York City, Special Inspector for special inspection services for the construction and renovation of hundreds of residential apartment buildings and community centers citywide. Certified field inspectors were dispatched with expertise in concrete, structural masonry, steel, welding, bolting, structural stability, site preparation, storm detention/retention, mechanical systems, firestops, spray-on fireproof material, and other specialties. In addition, the team provided advanced project management reporting and hands-on site visits to assure that the client was well-informed of all contractor activities as it pertained to compliance of structurally critical construction and life and safety items.

Mayor's Office of Housing Recovery Operations Build It Back, New York City, Assistant Vice President for disaster recovery monitoring and special inspections, as a major team member, for hard-hit neighborhoods such as Far Rockaway, Breezy Point, Coney Island, Mill Basin, and Staten Island's East Shore. Teams of inspectors and monitors confirmed compliance with plans and building codes to meet city and federal funding requirements and guidelines for approximately 5,000 homes. This effort included more than 1,000 homes that required lifting to relieve damages and meet new flood plain map zoning regulations. The inspectors witnessed boring tests and determined whether house-raising conformed to New York City Department of Buildings regulations and contract specifications. The team also surveyed properties to ensure that the final elevations complied with the new regulations. A special concrete design mix was used to achieve a steady and proven strength for newly installed columns, footings, foundations, pile caps, staircases, and ramps in order to meet ADA requirements. The project exceeded its ecological and environmental goals, as well as all New York City Building Code technical requirements and received the 2015 CIB Award of Merit in the Social Responsibility category.

New York City Department of Environmental Protection (NYCDEP) Downstate Area Miscellaneous Construction Management, New York City, Inspector for this \$100 million contract for on-call construction management services, including constructability reviews; installation and operation of chlorination and sludge facilities; and mechanical, electrical, instrumentation, and civil work. Work was performed at water pollution control plants in the North area (Hunts Point, Red Hook, Newtown Creek, Bowery Bay, Tallman Island, Wards Island, and North River plants and pumping stations) and the South area (Owls Head, Oakwood Beach, Coney Island, 26th Ward, Rockaway, and Port Richmond plants and pumping stations). The team provided full-time, on-site management for each assignment to coordinate and supervise contractors, scheduling, constructability reviews, construction inspection, quality assurance, site safety, and environmental compliance. In addition, the team monitored all equipment, material, shop drawings, and preliminary and final field tests, and determined acceptability of field tests in conformance with construction contracts.

Dormitory Authority of the State of New York (DASNY) Special Inspections, NY, Special Inspector for special inspection and material testing services as part of a multimillion-dollar contract with the agency. The inspectors conducted all special inspections and progress inspections across a number of different DASNY projects. Among the responsibilities of staff assigned to the DASNY work were managing and resolving all non-conformance items, which were brought to the immediate attention of the contractor or, if necessary, to the owner, architect, or engineer of record, for information and action. Staff also provided field inspections for such items as concrete, steel, fireproofing, firestops, and masonry construction.

New York City Rapid Repairs Program Post-Superstorm Sandy Emergency Response, New York City, Special Inspector/Engineer for building inspections, assessments, and contractor monitoring services in the city's most devastated areas. The team provided assessment and monitoring services in Far Rockaway, Queens; Coney Island, Brooklyn; and Staten Island. In less than 24 hours, the team mobilized and dispatched approximately 70 inspectors (which grew to over 100) and monitors as part of a major 24/7 field operation to conduct inspections and assessments of homes and businesses as well as monitor contractors' delivery of services. The inspection teams worked seven days a week in 12-hour shifts combing through systematic grids in assigned neighborhoods. Within a relatively brief period in the aftermath of the storm, the team inspected and assessed 4,000 buildings throughout Far Rockaway and Coney Island and 800 buildings in Staten Island. The Rapid Repair program produced tens of thousands of verification reports that played a major role in the restoration of vital services to homes and businesses prior to FEMA funding. The program produced over 60 field monitoring inspections daily. During construction, the team deployed over 160 inspectors to more than 5,000 dwellings that were impacted by Superstorm Sandy. Repairs included mechanical, electrical, and structural assessments and were extremely time sensitive due to occupancy requirements.

New York City School Construction Authority (SCA) Special Inspections, New York City, Deputy Lab Director for special inspection and material testing services as part of a multi-year contract for the SCA. Inspectors conducted all special and progress inspections across New York City—more than 550 different SCA projects. The firm employed over 150 special inspectors and lab technicians who were qualified and certified to perform every inspection required by the SCA. Staff were assigned to SCA projects as needed and in the specialties required for the assignment.

Battery Parking (Seven-Story) Garage Rehabilitation, NY, Project Engineer/Inspector for oversight of scaffolding erection, demolition of exterior walls, erection and installation of curtain wall, and cladding system around building, concrete facade repairs, steel and concrete painting application, and structural steel condition inspection of entire structure.

Proposed Project Assignment
Lab Manager**Years of Experience**
21**Education**

- Associate of Science, Hunter College, CUNY, New York, NY 1998

Certifications

- ACI Aggregate Testing Technician – Level 1
- ACI Concrete Construction Special Inspector
- ACI Concrete Field-Testing Technician – Grade 1
- ACI Concrete Laboratory Testing Technician – Level 1
- ACI Concrete Strength Testing Technician
- AWS Welding Inspector
- NRMCA Certified Concrete Technologist – Level II & III
- NETTCP Concrete Technician
- NETTCP HMA Paving Inspector
- NETTCP Soils & Aggregate Lab Technician & Inspector
- NETTCP QA Technologist
- FDNY Fire Guard for Torch Operations
- Nuclear Gauge Safety Training
- OSHA 10 Hour
- OSHA Combined Space Awareness
- OSHA Globally Harmonized System
- NDT Windsor Prod Test System #31066

Key Qualifications

Mr. Pakht has extensive experience in materials testing and construction inspection for a variety of public works and infrastructure projects. He has performed work for various clients, including the New York City Department of Environmental Protection (NYCDEP), New York City School Construction Authority, World Trade Center, Long Island Railroad, and New York City MTA. Mr. Pakht has also performed QA vendor audits for the NYCDEP at various laboratories.

RELEVANT EXPERIENCE

Trinity Church Restoration, New York, NY, Project Manager for special inspection and material testing services for all three phases of the historic church's restoration. The objective of this extensive, two-year project is to preserve the landmarked building's unique details, integrate new technologies and make the church more accessible and welcoming. This major rejuvenation encompasses the church's interior plumbing fixtures, mechanical equipment, structural and non-structural partitions, etc. Historic features throughout the building were carefully disassembled for off-site preservation. The work for this phase comprised numerous inspections and testing categories, including cast-in-place concrete, structural stability, post-installed anchors, concrete sampling and testing, and progress and final inspections. During Phase II, the project team is installing new partitions, finishes, plumbing fixtures, sprinkler and standpipe systems, scaffolding, and mechanical systems, among other items.

World Trade Center, WBVA, Project Manager for special inspection and material testing services. Supervising team of special inspectors to perform inspections: cast-in-place concrete, rebar, welding, masonry, SFRM, firestopping, mechanical. Directly working with Port Authority of NY and NJ representatives on daily basis.

New York City Transit (NYCT) Batch Plant Inspection, New York City, Project Manager for comprehensive daily concrete batch plant inspections for projects throughout New York City. Batch plant inspections are a critical beginning to the process of installation of permanent concrete in the capital improvement programs of NYCT. The 24/7 services are delivered to as many as 20 different locations in a given day. Inspections include concrete and asphalt batch plants; concrete mix trucks; moisture content of aggregates; scale calibrations; aggregate sieve analysis and witnessing of design mix to verify materials, batching, mixing, and storage at more than 47 plants throughout New York and New Jersey.

Mayor's Office of Housing Recovery Operations Build It Back, New York City, Quality Assurance Auditor for disaster recovery monitoring and special inspections, as a major team member, for hard-hit neighborhoods such as Far Rockaway, Breezy Point, Coney Island, Mill Basin, and Staten Island's East Shore. Teams of inspectors and monitors confirmed compliance with plans and building codes to meet city and federal funding requirements and guidelines for approximately 5,000 homes. This effort included more than 1,000 homes that required lifting to relieve damages and meet new flood plain map zoning regulations. A special concrete design mix was used to achieve a steady and proven strength for newly installed columns, footings, foundations, pile caps, staircases, and ramps in order to meet ADA requirements. The project exceeded its ecological and environmental goals, as well as all New York City Building Code technical requirements.

Long Island Railroad (LIRR) Concrete Field and Lab Coring, NY, Team leader for materials testing at various sites throughout Nassau, Suffolk, Brooklyn, and Queens counties.

Wynn Boston Harbor, Everett, MA, Quality Assurance Auditor for construction inspection and material testing services for the largest, single-phase private-sector project in the history of the Commonwealth of Massachusetts. Wynn Boston Harbor, a five-star resort, is located on the site of a former 33.9-acre chemical manufacturing plant. The 3.1-million-square-foot resort will include a luxury hotel with approximately 629 rooms, a gaming area, retail space, food and beverage outlets, convention and meeting space, a spa and gym, 2,930 parking spaces, and other complimentary amenities. The project will include extensive landscape and open space amenities, including a public

EDUARD PAKHT

gathering area with an outdoor park-like open space setting, a pavilion, waterfront features, a public harbor walk, and water transportation docking facilities reconnecting the City of Everett to the Mystic River and Boston Harbor. Specific services include laboratory/field inspections and testing of soils, concrete, masonry, structural steel, and building envelopes.

New York City Department of Design and Construction (NYCDDC) Spring Street Salt Shed, New York, NY, Quality Assurance Auditor for concrete field, rebar, pile, soils, structural steel, structural bolting, flood zone, mechanical, and energy code compliance inspections. The services were required to ensure that field installations were adequately performed in accordance with contract specifications. ATANE monitored, advised, directed, and reported on the actual field installations prior to and/or as they occurred.

New York City Rapid Repairs Program Post-Superstorm Sandy Emergency Response, New York City, Program Manager for building inspections, assessments, and contractor monitoring services in the city's most devastated areas. ATANE served as subconsultant and program manager to the team providing assessment and monitoring services in Far Rockaway, Queens, Coney Island, Brooklyn, and Staten Island. Inspectors worked seven days a week in 12-hour shifts, combing through systematic grids in assigned neighborhoods. Within a relatively brief period in the aftermath of the storm, ATANE inspected and assessed 4,000 buildings throughout Far Rockaway and Coney Island and 800 buildings in Staten Island. The Rapid Repairs program produced tens of thousands of verification reports that were critical to the restoration of vital services prior to FEMA funding. (2012- 2013)

New York City Department of Design and Construction (NYCDDC) Laboratory and Field Materials Testing, New York City, Laboratory Manager/ Supervisor for materials testing in the laboratory and at construction sites and material plants to ensure the quality of materials going into various capital projects. Testing and other services included: concrete cylinder breaks to determine compressive strength; concrete core analysis; extraction of bitumen, determination of asphalt content, and gradation of aggregate from uncompacted bituminous paving mixtures; drilled asphalt core analysis; maximum theoretical specific gravity; soil classification and moisture-density relationship, standard and modified; in-place density of soils and of asphalt with nuclear gauge; roadway and sidewalk coring of asphalt and of concrete; and sieve analysis of fine and coarse aggregates. Made sure that all sample pick-ups and deliveries to the testing lab were completed within two working days of being notified by NYCDDC. Emergency pick-ups and deliveries were completed within four hours of notification.

New York City Transit (NYCT) Concrete Cylinder and Quality Control Testing, New York City, Laboratory Manager for lab. testing services to monitor concrete strength through cylinder breaks and to control the quality of concrete being used in NYCT construction projects. Concrete cylinders made at job sites were taken by ATANE personnel to the lab, where the 6- by 12-inch cylinders were cured and then tested for strength. Testing was performed at seven, 14, and/or 28 days, or at the end of any other specified cure period, and results were reported to NYCT. ATANE's inspectors also performed field inspection assignments, during which they visited designated job site or sites where concrete was being placed, took concrete samples, and performed slump, air content, and temperature tests of the material as it was being delivered from the truck. Test results were reported immediately to the Engineer-in- Charge, along with recommendations for dealing with any out-of-range results that might have been found.

Municipal Testing Laboratory, Inc. NY, Technical Laboratory Assistant for supervision and performance of concrete- and soil- related tests in compliance with ASTM standards for various projects in the field and in the lab. Assisted in preparation of concrete trial mixes and performed tests on proposed mixes. Tested for compressive strength concrete cylinders with un-bonded caps (ASTM C1231) and compound capped cylinders (ASTM C617) and reported breaks. Performed Proctor compaction soil test (ASTM D1557) and field work to find consistency of soil. Made cement mortar cubes to check compressive strength in accordance with ASTM C150 and ASTM C109. Handled various office duties such as correspondence, emails, and concrete reports.

New York City Department of Environmental Protection (NYCDEP) Concrete and Soil Laboratory, NY, Technical Assistant/Lab and Field Technician for supervising and performing fresh and hardened concrete, soil, and aggregate tests for various NYCDEP projects including Newtown Creek Water Pollution Control Plant. Performed concrete batch plant inspections and received, striped, tagged, stored, and cured concrete cylinders. Tested cylinders for compressive strength and produced reports. Performed sieve analysis (ASTM C136) on fine and coarse aggregates.

Proposed Project Assignment
Project Manager**Years of Experience**

2

Education

- Bachelor of Science, Civil Engineering, State University of New York at Buffalo, 2020

Certifications

- ICC Structural Masonry Special Inspector
- ICC Structural Steel and Bolting Special Inspector
- ICC Spray Applied Fireproofing Special Inspector
- ICC Soils Special Inspector
- ACI Aggregate Testing - Level I
- ACI Concrete Construction Special Inspector
- ACI Concrete Field Testing Technician - Grade I
- ACI Concrete Laboratory Testing Technician - Level II
- ACI Aggregate Base Testing Technician
- MTA NYC Transit Track Safety Certification
- OSHA 30 Hour
- OSHA Confined Space Awareness
- NYCDOB 16-Hour Suspended Scaffold User Training
- New York 811 Excavator Training & Education Program 2022
- APNGA Portable Nuclear Gauge Safety & USDOT Hazmat
- LIRR Roadway Worker Protection Training
- ACG NYSHMA Density Testing Inspector

Key Qualifications

Mr. Palhete is a Special Inspector with materials testing laboratory experience including performing site visits for inspections, meetings, and sample pickups; day-to-day duties in the materials lab such as compressive strength testing, updating inventory, laboratory testing, and compressive strength break reports; and preparing invoices and cost estimates for clients.

RELEVANT EXPERIENCE

NYSDOT, Construction Inspection Services for Term Agreement for Construction Inspection of Highway and Bridge Projects, Region 8, Route 9 over Clove Creek Rehabilitation (D264452), Putnam County, NY, 6/22 – Present, Project Manager for soil compaction and nuclear gauge work. Mr. Palhete's responsibilities included identifying and sampling select fill and embankment soils used in back fill operations of the abutments, assisting lab manager in proctor testing, invoicing, review of compaction inspection reports, coordinating field inspections, reviewing field inspector's qualifications, and sending unit rate proposal to client. Ref: *Umit Akkaya, TRC, 347-714-2461 UAKkaya@trccompanies.com; Pasquale A. Tiano, TRC, 845-740-1205, Pasquale.Tiano@dot.ny.gov*

LIRR, Construction Quality Control Services for Third Track Expansion Design-Build, Long Island, NY, 5/22 – Present, Office Engineer for independent construction quality control services on this \$1.8 billion project that consists of construction of a third track on the mainline between the Floral Park and Hicksville train stations. The new track construction will allow for bi-directional service. The project focuses on construction of the third track along the mainline utilizing LIRR right-of-way property; reduction of roadway delays and noise by eliminating seven street-level grade crossings; improvements and modernization to railroad infrastructure such as signal systems, power substations, culverts, and switches; seven grade cross eliminations to add new three-bay railroad bridges to fit the third track; installation of sound attenuation walls; and renovations of passenger rail stations, including ADA accessibility and longer platforms. Mr. Palhete's responsibilities includes assisting lab manager with compressive strength testing, preparation of compressive strength reports, review of compaction inspection reports, and coordination for sample drop-offs to the material testing lab. Ref: *Konstantino Dimopoulos, M&J Engineering, 516-240-4720, Kdimopoulos@mjengineers.com*

Hirani Engineering and Land Surveying, P.C., 2021 – 2022, Responsible for sending out unit rate proposals to companies requesting services and coordination for future projects. Performed site visits for inspections, meetings, and sample pickups. Assisted in day-to-day duties in the materials lab such as compressive strength testing, updating inventory, laboratory testing, and compressive strength break reports. Prepared invoices and cost estimates for clients. Attended internal company meetings and meetings with clients/contractors/owners. Provided assistance in scheduling and managing workers. Inspections included structural steel and bolting, rebar, concrete, masonry, detention system, SOE, helical piles, crane inspection and façade repairs.

MTA – Long Island Railroad (LIRR), Wreck Leads Bridge Mechanical Rehabilitation, Island Park and Long Beach, NY. David served as Special Inspector/Office Engineer. The Wreck Lead Bridge is a single-track bascule bridge which connects Long Island Railroad (LIRR) service from Island Park to the City of Long Beach. Hirani services included grout inspections for a column base baseplate along with compressive strength testing of the grout cube specimens. (10/21-11/21)

New York Governor's Office of Storm Recovery (GOSR), Lister Park Improvements, Rockville Centre, NY. David served as Special Inspector/Office Engineer. Hirani provided special inspections for this project related to renovations and resiliency measures following damage to Lister Park as a result of Superstorm Sandy. Hirani's Special Inspection services included concrete cast-in place inspections along with subgrade, subsurface inspections, and asphalt inspections. (5/21-8/21)

MTA – New York City Transit (NYCT), Livonia Avenue Station, New York, NY. David served as Special Inspector/Office Engineer. MTA plans to connect New York City Transit's (NYCT) Livonia Avenue and Julius Street stations and to design and

DAVID PALHETE

construct accessibility upgrades for both stations to bring them into compliance with Americans with Disabilities Act (ADA) requirements. Hirani provided special inspection services related to this expansion. Work related to NYCT Spec 1SI (special inspections/testing) was performed per CCM requirements for project. Hirani's services included inspection during the construction phase for required items, including welding, bolting, concrete rebar, soil, fire stopping, masonry. (3/21-4/22)

The Studio Museum in Harlem, The Studio Museum in Harlem, New York, NY. David served as Special Inspector/Office Engineer. The project involved the demolition of the existing structure and construction of a new 80,000-square-foot building on the site of the existing building to be demolished and an adjacent lot. Hirani provided special inspections, progress inspections and material testing in accordance with International Building Codes and relevant local Building Codes. (3/21-4/22)

New York City Economic Development Corporation (NYCEDC), Forest Avenue Roadway Improvements, Staten Island, NY. David served as Special Inspector/Office Engineer. This project involved improvements to the Forest Avenue roadway in Staten Island. Hirani provided special inspections, including subgrade inspection, concrete, and asphalt inspection, post installed anchors, and structural steel welding. (2022)

Proto Property Services LLC/ Stateside Construction LLC, 108 East Clarke Place, Bronx, NY. David served as Special Inspector/Office Engineer for this project that involved a review of building existing conditions and subsequent summary and inspection report. (10/21-4/22)

Russo's on the Bay, 241-15 Northern Boulevard, Queens, NY. David served as Special Inspector/Office Engineer. This project involved the construction of a commercial and apartment space involving inspections from the foundation up. Hirani provided special inspections, including subgrade inspection, concrete, masonry, private detention system, and structural steel welding. (4/21-4/22)

Ocean Towers Partners, LLC, 2950-2970 West 24th Street LL11, Flushing, NY. David served as Special Inspector/Office Engineer. Hirani provided periodic inspection of exterior walls and appurtenances of a building in Flushing, Queens, under cycle 9. Hirani provided review of the most recent report, inspection of the building façade, preparation of LL11 report, and filing the report to the Department of Buildings (DOB) NOW system. (10/21-4/22)

State University of New York at Buffalo, Buffalo, NY, 9/18 - 3/20, Head Official for Soccer for interviewing and training of new referees. Coordinated and set up work schedules. Supervised referees during soccer games. Scheduled games and playoff brackets. Was named Employee of the Year in 2020.

RL Spencer, Inc., Long Island, NY, Summer 2017, Construction Project Manager/Superintendent Intern for supervising electricians, painters, carpenters, and floorers at a Home Depot remodel in Freeport, Long Island and at the construction of another Home Depot in Levittown, Long Island. Sent out reports of progress at the end of each work shift. Ensured that work was completed on schedule.

Proposed Project Assignment
Special Inspector**Years of Experience**
18**Education**

- University of Science and Technology Houari Boumediene, Algeria, 2004

Certifications

- ACI Concrete Field-Testing Technician-Grade 1
- ACI Concrete Construction Special Inspector
- ACI Lab Testing Technician Level I
- ACI Concrete Strength Testing Level I
- ACI Aggregate Testing Technician Level I
- APNGA Nuclear Gauge Operation and Safety
- ICC Structural Masonry Special Inspector
- ICC Structural Steel and Bolting Special Inspector
- ICC Spray Applied Fireproofing
- AWS Welding Inspector (In-Progress)
- OSHA 10 Hour
- OSHA 30 Hour
- PANYNJ Secure Worker Access Consortium (SWAC)

Key Qualifications

Mr. Laras has over 15 years of experience with structure, transit, airport, and natural gas extraction projects, including inspecting earthworks, soil compaction, piles, concrete, rebar, formwork, bolting, and steel. Supervised employees on civil works projects. Oversaw subcontractors and vendors to ensure that quality standards were met. Ensured that safety guidelines were followed on all job sites. Maintained weekly and monthly reports.

RELEVANT EXPERIENCE

JFK New Terminal One, Queens, NY 1/23 – Present, Special Inspector responsible for ensuring that the work conforms to specifications and codes. Performed pile, rebar, and concrete placement inspections on the new construction of Terminal One at JFK airport. Completed daily reporting of the inspection items performed and prepared non-conformance reports (NCRs) for any work that did not meet the requirements of the project. Site access only available for SWAC holders. Total construction cost: \$9.5 Billion.

3/21- 1/23. Civil Inspector for engineering and inspection services on projects including:

- Studio Museum, Harlem, NY – Responsible for quality control construction observations to ensure that construction sites conformed to specifications and codes. Performed inspection activities and different tasks associated with earthworks, piles, concrete, rebar, formwork, bolting, and steel. Prepared non-conformance reports (NCRs) for any work that did not meet project requirements. Communicated with supervisors to keep them aware of field issues.
- MTA New York City Transit (NYCT), Livonia Avenue Station, Brooklyn, NY – Responsible for performing quality control construction observations that construction sites conformed to specifications and codes. Performed inspection activities and different tasks associated with earthworks, concrete, rebar, formwork, bolting, and steel. Prepared non-conformance reports (NCRs) for any work that did not meet project requirements. Communicated with supervisors to keep them aware of field issues.
- Douglaston Parkway Six-Story Building, Douglaston, NY – Responsible for performing quality control construction observations that construction sites conformed to specifications and codes. Performed inspection activities and different tasks associated with earthworks, piles, concrete, rebar, and formwork. Prepared non-conformance reports (NCRs) for any work that did not meet project requirements. Communicated with supervisors to keep them aware of field issues.

Airport, Queens, NY. 2019 – 2/21. Civil Inspector for ensuring that construction sites conformed to specifications and codes. Performed inspection activities and different tasks associated with earthworks, soil compaction, concrete, rebar, formwork, bolting, spray applied fire resistant material, and steel. Completed daily reporting of the construction activities and prepared non-conformance reports (NCRs) for any work that did not meet the requirements of the projects. Utilized surveying instruments such as metering devices and testing equipment to verify the results meet the required parameters.

Liquefied Natural Gas Project. Yamal, Russia, 2015 – 2018, Lead Civil Supervisor for managing job sites construction. Implemented and monitored work practices and standards to ensure QA/QC. Created schedules for construction crew and ensured that the project was fully staffed. Oversaw subcontractors and vendors to ensure that quality standards were met. Ensured that safety guidelines were followed on all job sites. Maintained weekly and monthly reports.

Refinery Plant Algiers, Algeria, 2012 – 2015. Civil Supervisor for completing several daily tasks to satisfy all job requirements. Oversaw supervisors and workers, contractors, junior engineers, and technicians. Ensured all construction work was carried out conform to the approved drawings and specs. Evaluated the structure to ensure that it met all federal and local codes and specifications.

Combined Cycle Gas Power Plant. Algeria, 2009 – 2012, Civil Supervisor for checking technical designs and drawings to ensure that they were followed correctly. Followed up on construction civil activities ensured that all activities had been done as

KAMEL LARAS

per HSE and quality procedures. Provided technical advice and problem solving on site. Prepared daily construction progress reports to present to the construction manager.

Algiers Metro Project, Algiers, Algeria, 2008 – 2009, Civil Site Engineer for checking plans, drawings, and quantities for accuracy of calculations. Oversaw the selection and requisition of materials and plant. Managed, monitored, and interpreted the contract design documents supplied by the client/architect. Coordinated with all discipline engineers and QA/QC engineers.

National Technical Office (CTC), 2004 – 2008, Civil Engineer for checking plans, drawings, and quantities for accuracy of calculations. Ensured that all materials used and work performed were as per specifications. Liaised with local authorities (where appropriate to the project) to ensure compliance with local construction regulations and by-laws.

Proposed Project Assignment
Special Inspector**Years of Experience**
6**Education**

- Bachelors of Engineering, Civil Engineering (Structural), City College of the City University of New York, 2016

Licenses

- Engineer in Training, NY

Certifications

- NYCDOB 16-Hour Supported Scaffold User Training
- 8-Hour Confined Space Entry Training
- ACI Associate Concrete Construction Special Inspector
- ACI Concrete Field Testing Technician - Grade I
- OSHA 30 Hour
- MTA NYC Transit Track Safety Certification
- ICC Structural Steel and Welding Special Inspector
- ICC Spray Applied Fireproofing Special Inspector
- ICC Structural Steel and Bolting Special Inspector
- AWS Welding Inspector
- SNT-TC1A UT Level 2, MT Level 2

Key Qualifications

Mr. Yang has 6+ years of extensive experience in special inspection of structural steel with an in-depth understanding of the application codes and standards. He works as welding, bolting and NDT inspector both on field and in steel shop. Mr. Yang is thoroughly familiar with codes such as AWS D1.1, D1.2, D1.3, D1.4, and D1.6; ASME; NYS SCM; and others. He is also proficient at the Welder Performance Qualification Test (PQR) and Welder Qualification Test.

RELEVANT EXPERIENCE

Welding, Nondestructive Testing, and Structural Steel Inspector for performing structural steel detail inspection. Inspect welded structural steels and assemblies accords with AWS D1.1/1.3/1.4/D 1.5/D1.6; welding inspector piping according to ASME codes; and UT/MT on assemblies accords with AWS D1.1, or ASME. Inspected structural bolting installation for AISC RCSC/NY state construction compliance. Produced daily inspection reports and non-conformance reports. Performed both field inspection and shop steel inspection. Major projects included:

- Hudson Yards Tower A and Tower E: Welding, bolting and UT/MT
- Con Edison Storm Hardening: Welding and UT/MT
- New York Wheel: Welding and UT inspections
- Kaufman Astoria Studios: Welding, bolting, and UT/MT
- New York Public Library. Stavros Niarchos Foundation Library: Welding, bolting, and UT
- TSX Times Square Hotel and Theater: Welding, bolting, and UT/MT
- Studio Museum Harlem: Welding, bolting, UT/MT, and concrete reinforcement
- MTA New York City Transit, Livonia Avenue Station Rehabilitation and Accessibility Upgrade: Welding, bolting, and UT/MT
- MTA New York City Transit, 170th Street and Jerome Avenue Station Accessibility Upgrade: Welding, bolting, and MT

Proposed Project Assignment
Special Inspector**Years of Experience**
10**Education**

- BS, Construction Engineering Technology, New Jersey Institute of Technology, 2016
- BS, Civil Engineering, Institute Superior Technique D'Haiti, Port-Au-Prince, Haiti, 1997

Certifications

- ICC Spray Applied Fireproofing Special Inspector
- ICC Structural Steel and Bolting Special Inspector
- ICC Structural Masonry Special Inspector
- APNGA Portable Nuclear Gauge Safety & USDOT Hazmat
- ACI Concrete Construction Special Inspector
- ACI Concrete Field Testing Technician - Grade I
- OSHA 10 Hour
- OSHA 30 Hour
- PANYNJ Secure Worker Access Consortium (SWAC)

Key Qualifications

Mr. Luberisse is a Special Inspector with experience inspecting rebar, masonry, concrete, and soil compaction, and testing samples for slump, density, and air content by pressure and volumetric methods for building, subway, and roadway construction.

RELEVANT EXPERIENCE

JFK New Terminal One, Queens, NY 1/23 – Present, Special Inspector responsible for ensuring that the work conforms to specifications and codes. Performed soil compaction, and concrete testing inspections on the new construction of Terminal One at JFK airport. Completed daily reporting of the inspection items performed and prepared non-conformance reports (NCRs) for any work that did not meet the requirements of the project. Site access only available for SWAC holders. Total construction cost: \$9.5 Billion.

NYSTA Project Empire, NY 12/22 – Present, Special Inspector responsible for ensuring that the work conforms to specifications and codes. Performed soil compaction, and concrete testing inspections on the redevelopment of the I-87 service areas at Plattekill, New Baltimore, and Ardsley for the New York State Thruway Authority. Completed daily reporting of the inspection items performed and prepared non-conformance reports (NCRs) for any work that did not meet the requirements of the project. Total construction cost: \$450 Million.

MTA Construction & Development, Construction Administration, Inspection, and Design Oversight Services for HRLS Pedestrian Ramp and Fender Upgrades at the RFK Bridge Design-Build (RK23D-RK83), New York City, 12/22 – Present, QA Inspector for the pedestrian ramp and fender upgrades on the Harlem River Lift Span (HRLS) at the RFK Bridge (contract GEC-21-3052). Responsible for providing quality assurance of the special inspection agency on site performing inspections and testing on grout and concrete pours for the installation of piles. Completed daily reporting of the inspection items performed, and noted any non-conforming testing results based on project specifications. Total construction cost: \$66 million project.

Hillsborough, NJ, 10/19 – 12/22, Field Engineer/Special Inspector for building, subway, and roadway construction, including inspecting soil compaction, rebar, concrete, masonry, spray applied fire resistant material, and bolting; and completing the daily activity report.

Staten Island, NY, 6/18 – 10/19, Special Inspector for building and roadway construction, including inspecting rebar, masonry, concrete, and soil compaction; and completing the daily activity report.

Elmont, NY, 3/17 – 6/18, Special Inspector for building construction, including checking rebar sizes, lap splices, and spaces; testing samples for slump, density, and air content by pressure and volumetric method; and completing the daily activity report.

Elizabeth, NJ, 2013 – 2017, Staff Member for this healthcare provider. Completed monthly reports, including budgets. Supported recreational and other daily activities.

Port-Au-Prince, Haiti, 1998 – 2003, Field Engineer for building houses with two teams of 20 construction workers.



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

M&J Engineering, PC
110 BiCounty Boulevard, Suite 101
Farmingdale, NY 11735
John Pfisterer Phone: 631-793-8128

Valid To: December 31, 2022

Certificate Number: 5591.01

In recognition of the successful completion of the A2LA evaluation process, accreditation is granted to this laboratory for:

CONSTRUCTION MATERIALS ENGINEERING

ASTM: C1077 (Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation);
D3666 (Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials);
D3740 (Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction);
E329 (Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection);

CONSTRUCTION MATERIALS TESTING

<u>Test Method:</u>	<u>Test Description:</u>
<u>Aggregates</u>	
ASTM C117	Materials Finer than 75- μ m (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C127	Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate
ASTM C128	Density, Relative Density (Specific Gravity), and Absorption of Fine Aggregate
ASTM C136/C136M	Sieve Analysis of Fine and Coarse Aggregates
ASTM C702/C702M*	Reducing Samples of Aggregate to Testing Size
AASHTO T011	Test for Materials Finer Than 75- μ m (No. 200) Sieve in Mineral Aggregates by Washing
AASHTO T027	Sieve Analysis of Fine and Coarse Aggregates
AASHTO T084	Specific Gravity and Absorption of Fine Aggregate
AASHTO T085	Specific Gravity and Absorption of Coarse Aggregate
<u>Bituminous:</u>	
ASTM D2041	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures

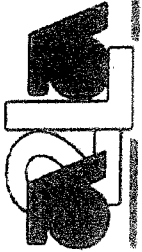
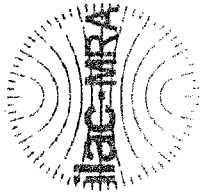
(A2LA Cert. No. 5591.01) Revised 09/30/2022

Page 1 of 2

Test Method:	Test Description:
ASTM D3203	Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D2726	Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures
AASHTO T166	Bulk Specific Gravity of Compacted Hot Mix Asphalt (HMA) Using Saturated Surface-Dry Specimens
AASHTO T209	Theoretical Maximum Specific Gravity and Density of Hot Mix Asphalt (HMA)
AASHTO T269	Percent Air Voids in Compacted Dense and Open Asphalt Mixtures
Concrete:	
ASTM C31/C31M*	Making and Curing Concrete Test Specimens in the Field
ASTM C39/C39M	Compressive Strength of Cylindrical Concrete Specimens
ASTM C138/C138M*	Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
ASTM C143/C143M*	Slump of Hydraulic-Cement Concrete
ASTM C172/C172M*	Sampling Freshly Mixed Concrete
ASTM C173/C173M*	Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C231/C231M*	Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C1064/C1064M*	Temperature of Freshly Mixed Hydraulic-Cement Concrete
ASTM C1231/C1231M	Unbonded Caps in Determination of Compressive Strength of Hardened Concrete Cylinders
Soils:	
ASTM D698	Laboratory Compaction Characteristics of Soil Using Standard Effort
ASTM D4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D1557	Laboratory Compaction Characteristics of Soil Using Modified Effort
ASTM D2216	Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
AASHTO T089	Determining the Liquid Limit of Soils
AASHTO T090	Determining the Plastic Limit and Plasticity Index of Soils
AASHTO T099	Moisture-Density Relations of Soils Using a 2.5-kg (5.5-lb) Rammer and a 305-mm (12-in.) Drop
AASHTO T180	Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop
AASHTO T265	Laboratory Determination of Moisture Content of Soils

* This laboratory performs field testing activities for these tests





Accredited Laboratory

A2LA has accredited

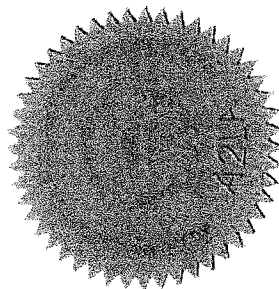
M&J ENGINEERING, PC

Farmingdale, NY

for technical competence in the field of

Construction Materials Testing

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017 General requirements for the competence of testing and calibration laboratories. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communiqué dated April 2017).



Presented this 1st day of September 2020.

A handwritten signature in black ink, located in the middle right of the page.

Vice President, Accreditation Services
For the Accreditation Council
Certificate Number 5591.01
Valid to December 31, 2022
Revised September 30, 2022

For the tests to which this accreditation applies, please refer to the laboratory's Construction Materials (field) Scope of Accreditation.



SCOPE OF AASHTO ACCREDITATION FOR:
M & J Engineering, P.C
in Farmingdale, New York, USA

Quality Management System

Standard:	Accredited Since:
R16 Establishing and Implementing a Quality System for Construction Materials Testing Laboratories	07/24/2021
C1077 (Aggregate) Laboratories Testing Concrete and Concrete Aggregates	07/24/2021
D3696 (Aggregate) Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials	07/24/2021
D3656 (Asphalt Mixtures) Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials	07/24/2021
D3740 (Soil) Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction	08/26/2021
D3222 (Aggregate) Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	07/24/2021
D3222 (Asphalt Mixtures) Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	07/24/2021
D3222 (Soil) Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	08/26/2021

Asphalt Mixture

Standard:	Accredited Since:
T30 Mechanical Analysis of Extruded Aggregate	08/26/2021
T166 (Coarse) Bulk Specific Gravity of Compacted Hot Mix Asphalt Using Calculated Surface-Dry Specimens (Coarse)	08/26/2021
T309 Maximum Specific Gravity of Hot Mix Asphalt Paving Mixtures	07/24/2021
T268 Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures	07/24/2021
T308 Determining the Asphalt Content of Hot Mix Asphalt (HMA) by the Ignition Method	08/26/2021
D1641 Maximum Specific Gravity of Hot Mix Asphalt Paving Mixtures	07/24/2021
D3709 (Coarse) Bulk Specific Gravity of Compacted Hot Mix Asphalt Using Calculated Surface-Dry Specimens (Coarse)	07/24/2021
D1641 Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures	07/24/2021
D5444 Mechanical Analysis of Extruded Aggregate	08/26/2021
D3307 Determining the Asphalt Content of Hot Mix Asphalt (HMA) by the Ignition Method	08/26/2021

Soil

Standard:	Accredited Since:
R28 Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test	08/26/2021
T1 Particle Size Analysis of Soils by Hydrometer	07/24/2021
T89 Determining the Plastic Limits of Soils (Atterberg Limits)	07/24/2021
T60 Plastic Limits of Soils (Atterberg Limits)	07/24/2021
T29 The Moisture-Density Relations of Soils Using a 12.5 lb (5.7 kg) Rammer and a 12 in (305 mm) Drop	07/24/2021
T290 Moisture-Density Relations of Soils Using a 12.5 lb (5.7 kg) Rammer and a 12 in (305 mm) Drop	07/24/2021
T265 Laboratory Determination of Moisture Content of Soils	07/24/2021
D421 Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test	08/26/2021
D422 Particle Size Analysis of Soils by Hydrometer	07/24/2021
D156 The Moisture-Density Relations of Soils Using a 12.5 lb (5.7 kg) Rammer and a 12 in (305 mm) Drop	07/24/2021
D1557 Moisture-Density Relations of Soils Using a 12.5 lb (5.7 kg) Rammer and a 12 in (305 mm) Drop	07/24/2021
D1556 Laboratory Determination of Moisture Content of Soils	07/24/2021
D4318 Determining the Plastic Limits of Soils (Atterberg Limits)	07/24/2021
D4319 Plastic Limits of Soils (Atterberg Limits)	07/24/2021

Aggregate

Standard:	Accredited Since:
R70 Reducing Samples of Aggregate to Testing Size	07/24/2021
T11 Materials Finer Than #100 Sieve - Mineral Aggregates by Washing	07/24/2021
T27 Sieve Analysis of Fine and Coarse Aggregates	07/24/2021
T14 Specific Gravity, Relative Density, and Absorption of Fine Aggregate	07/24/2021
T85 Specific Gravity and Absorption of Coarse Aggregate	07/24/2021
D117 Materials Finer Than #100 Sieve - Mineral Aggregates by Washing	07/24/2021
D127 Specific Gravity and Absorption of Coarse Aggregate	07/24/2021
D117 Specific Gravity, Relative Density, and Absorption of Fine Aggregate	07/24/2021
D128 Sieve Analysis of Fine and Coarse Aggregates	07/24/2021
D128 Reducing Samples of Aggregate to Testing Size	07/24/2021



Buildings



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License Details

*** SPECIAL INSPECTION AGENCY ***

M & J ENGINEERING PC

Date Registered: 08/15/2019

License #: 037419

Status: A - ACTIVE

Expiration: 09/22/2025

Office Address: 2903 JERICHO TURNPIKE NEW HYDE PARK, NY 11040

Business Phone: 516-821-7300

Agency Information:

Agency Name: M & J ENGINEERING PC

Owner Name: MALIK MAQSOOD

Owner Phone:

Agency Address: 2903 JERICHO TURNPIKE NEW HYDE PARK, NY 11040

E-Mail:

Director Information:

License Type: PROFESSIONAL ENGINEER

License No: 081127

Title: DIRECTOR

Name: ABDUL SOMAT

Technical Director Information:

License Type: PROFESSIONAL ENGINEER

License No: 087853

Title: SENIOR VICE PRESIDENT

Name: JOHN PRISTERER

License Type: PROFESSIONAL ENGINEER

License No: 088067

Title: TECHNICAL DIRECTOR

Name: HOSAM HAMADE

License Type: PROFESSIONAL ENGINEER

License No: 081127

Title: DIRECTOR OF SPECIAL INSP

Name: ABDUL S SOMAT

Special Inspections

Class	Number	Special Inspections	Code/Section
01 CLASS 2	RC1000	FLOOD ZONE COMPLIANCE	BC 1704.29, BC G110
02 CLASS 2	RC1002	LUMINOUS EGRESS PATH MARKINGS	BC 1704.30, BC 1024.8
03 CLASS 2	RC1003	EMERGENCY & STANDBY POWER SYSTEMS (GENERATORS)	BC 1704.31, BC 2702
04 CLASS 2	RC1004	STRUCTURAL STEEL - WELDING	BC 1704.3.1
05 CLASS 2	RC1005	STRUCTURAL STEEL - HIGH STRENGTH BOLTING	BC 1704.3.3
06 CLASS 2	RC1006	STRUCTURAL COLD-FORMED STEEL	BC 1704.3.4
07 CLASS 2	RC1007	CONCRETE - CAST-IN-PLACE	BC 1704.4
08 CLASS 2	RC1008	CONCRETE - PRECAST	BC 1704.4
09 CLASS 2	RC1009	CONCRETE - PRESTRESSED	BC 1704.4
10 CLASS 2	RC1010	MASONRY	BC 1704.5
11 CLASS 2	RC1011	WOOD - INSTALLATION OF PREFABRICATED JOISTS	BC 1704.6.3
12 CLASS 2	RC1012	SUBGRADE INSP. - SOILS SITE PREP	BC 1704.7.1
13 CLASS 2	RC1013	SUBSURFACE - SOILS-FILL PLACEMENT IN PLACE DENSITY	BC 1704.7.2, BC 1704.7.3
14 CLASS 2	RC1014	SUBSURFACE - SOILS INVESTIGATION (BORINGS TEST PITS)	BC 1704.7.4
15 CLASS 2	RC1015	DEEP FOUNDATIONS - PILES	BC 1704.8
16 CLASS 2	RC1016	UNDERPINNING	BC 1704.20.3, BC 1814
17 CLASS 2	RC1017	WALL PANELS - CURTAIN WALLS AND VENEERS	BC 1704.16
18 CLASS 2	RC1018	SPRAYED FIRE-RESISTANT MATERIALS	BC 1704.11
19 CLASS 2	RC1019	EXTERIOR INSULATION AND FINISH SYSTEMS (EIFS)	BC 1704.13
20 CLASS 2	RC1020	SMOKE CONTROL SYSTEMS	BC 1704.15
21 CLASS 2	RC1021	MECHANICAL SYSTEMS	BC 1704.16
22 CLASS 2	RC1022	FUEL OIL STORAGE AND FUEL OIL PIPING SYSTEMS	BC 1704.17
23 CLASS 2	RC1023	HIGH-PRESSURE STEAM PIPING (WELDING)	BC 1704.18
24 CLASS 2	RC1024	FUEL GAS PIPING (WELDING)	BC 1704.19
25 CLASS 2	RC1025	STRUCTURAL STABILITY - EXISTING BUILDINGS	BC 1704.20.1
26 CLASS 2	RC1026	MECHANICAL DEMOLITION	BC 1704.20.4
27 CLASS 2	RC1027	EXCAVATION - SHEETING, SHORING AND BRACING	BC 1704.20.2
28 CLASS 2	RC1028	SOIL PERC. TEST, STORM WATER SYSTEM (DRYWELL)	BC 1704.21.1, 2
29 CLASS 2	RC1029	ON-SITE STORM WATER DRAIN, DISP./DETENT, INSTALL (DRYWELL)	BC 1704.21.2
30 CLASS 2	RC1030	PARKING SYSTEMS	BC 1704.23
31 CLASS 2	RC1031	STANDPIPE SYSTEMS	BC 1704.24
32 CLASS 2	RC1032	HEATING SYSTEMS	BC 1704.25
33 CLASS 2	RC1033	CHIMNEYS	BC 1704.26
34 CLASS 2	RC1034	FIRE-RESISTANT PENETRATIONS AND JOINTS (FIRESTOP)	BC 1704.27
35 CLASS 2	RC1035	SEISMIC ISOLATION SYSTEMS	BC 1704.3
36 CLASS 2	RC1036	RAISING AND MOVING OF A BUILDING	BC 1704.28.3
37 CLASS 2	RC1037	STRUCTURAL STEEL - DETAILS	BC 1704.3.2
38 CLASS 2	RC1038	HELICAL PILES	BC 1704.3.5
39 CLASS 2	RC1039	PLASTIC AND LUMINESCENT FIRE-RESISTANT COATING	BC 1704.12
40 CLASS 2	RC1040	POST-INSTALLED ANCHORS	BC 1704.12

If you have any questions, please review these links: [NYC Department of Buildings](#), [NYC Department of Buildings](#), or call the 311 Customer Service Center by dialing 311 or 212-NEW YORK outside of New York City.

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License Detail

CONCRETE TEST LAB

ABDUL 5 SOMAT

License # 31079

Expiration: 06/30/2023

City Address: 2001 BROADWAY

Business Phone: (212) 312-1234

Business 1: 1000 BROADWAY

Business 2: 1000 BROADWAY

Business 3: 1000 BROADWAY

Business 4: 1000 BROADWAY

Business 5: 1000 BROADWAY

Business 6: 1000 BROADWAY

Business 7: 1000 BROADWAY

Business 8: 1000 BROADWAY

Business 9: 1000 BROADWAY

Business 10: 1000 BROADWAY

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Business 22: 1000 BROADWAY

Business 23: 1000 BROADWAY

Business 24: 1000 BROADWAY

Business 25: 1000 BROADWAY

Business 26: 1000 BROADWAY

Business 27: 1000 BROADWAY

Business 28: 1000 BROADWAY

Insurance Type: General Liability

Workers Compensation

Disability

Required: Yes

Company: ABC Company

Expiration Date: 06/30/2023

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**State of New York
Department of State } ss:**

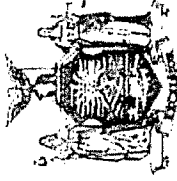
I hereby certify, that the Certificate of Incorporation of M & J ENGINEERING, P.C. was filed on 11/23/2004, with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.



*WITNESS my hand and the official seal
of the Department of State at the City of
Albany, this 26th day of February two
thousand and twenty.*

Brendan C. Hughes

*Brendan C Hughes
Executive Deputy Secretary of State*



NEW YORK STATE
MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")
CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a
Minority Business Enterprise (MBE)
pursuant to New York State Executive Law, Article 15-A to

M & J Engineering P.C.

Certification Awarded on: January 8, 2021
Expiration Date: January 8, 2026
File ID#: 49279



Section III – References

Section III – References

1. Project Empire, New York State Thruway Authority – Reconstruction of 26 Rest Stop Facilities

David Berson, QA/QC Manager, Bureau Veritas;

david.berson@bureauveritas.com

(609) 827-0380
2. All Electronic Cashless Tolling D/B, New York State Thruway Authority

Albert Mastroianni, PE, Civil Engineer 4, NYSTA

albert.mastroianni@ny.gov

(518) 471-4264
3. Third Track Expansion D/B Project, MTA/Long Island Railroad, including construction of new stations

Thomas Almonte, PE, Quality Manager, Dragados USA

talmonte@dragados-usa.com

(516) 719-6500 ext. 6513
4. D038120, Construction Inspection Services, Region 10, NYSDOT

Magdy Elkafafi, PE, Vice President, TRC Engineers, Inc.

melkafafy@trccompanies.com

(646) 772-8849
5. D037786, Construction Inspection Term Agreement, Region 8, NYSDOT

Dina Colavito, EIC, NYSDOT

dina.colavito@dot.ny.gov

(914) 722-6512

Section IV – Plan Implementation

Section IV – Plan Implementation

M&J Engineering, PC (M&J) is a mid-sized, full service Architectural and Engineering firm, founded in 2004, with a staff of over 300 and annual revenue in excess of \$50 Million, including Material Testing and Special Inspections. The main M&J laboratory is in Farmingdale, NY, and our lab in Poughkeepsie, NY will service all testing and Special Inspection work on the Capital District Juvenile Secure Detention Facility Construction Project (CDJSDF).

All our laboratories are accredited with AMRL and A2LA. The Lab Director is Abdul Somat, PE. M&J is also a licensed Special Inspection Agency with the NYC Department of Buildings. These accreditations and licenses are a testament to the level and quality of service and personnel that M&J provides. Our commitment to quality and client satisfaction has made us a leading material testing and special inspection provider in the NYC Metropolitan Area and the Hudson Valley.

We will use our battle tested and proven approach to performing the material testing and special inspection services for the CDJSDF Project. We have reviewed the available contract documentation and we have fulltime staff with the required certifications and experience to perform the special inspections and testing required by NYS BC Chapter 17. Depending on the means and methods used by the contractor and the logistics of the work activities, we believe we can work with the Project Team to control the material testing and inspection costs through the efficient use of our multi-certified inspection and testing personnel.

We will be there when requested. We will show up on-time and be well prepared, including any equipment and supplies needed to properly perform the required testing/inspection. All of our inspectors will use tablets and our proprietary software to produce reports of the day's work in real time. Our reports are reviewed by Professional Engineers who are subject matter experts in material testing and special inspection before being submitted as 'Final'.

Very importantly, M&J takes a pro-active approach to NCRs. We maintain an NCR Log and work with the A/EoR, Owner and Contractor to remove NCRs before they become problematic. This not only avoids unnecessary costs, but helps make project closeout much less stressful.

All of our inspectors are dispatched through a central scheduler and our scheduling software precludes the accidental double booking of an inspector. Inspection requests from clients are submitted to a dedicated email address rather than the just the Project Manager to assure that the requests reach their intended target, the scheduler. Coverage is then confirmed via reply email. Clients can follow-up with their M&J Project Manager (in this case David Palhete: dpalhete@mjengineers.com; 516-821-7300, ext. 368) by phone or email to confirm their request. It should be noted that clients are welcome to contact their M&J PM for any reason, at any time, to discuss any project issues, large or small.

M&J prides itself in maintaining a roster of inspectors that are multi-certified. As an example, very few of our concrete inspectors are simply ACI Field certified. Most are ACI CCSI certified as well.

allowing for a competent inspection of reinforcing, formwork, placement methods etc. at no additional cost. The use of multi-certified inspectors allows M&J to save clients significant monies. It is not uncommon for an M&J inspector to inspect soil compaction, reinforcing steel and concrete placement during the course of a single day (logistics permitting), with the client being charged for one inspector when most other MT/SI companies would charge for at least two.

When it comes to testing, M&J maintains a fleet of sample pick-up vehicles with experienced drivers who follow all ASTM material handling protocols, and maintain chain of custody paperwork as required. All samples are logged into our database and tracked throughout their lifespan.

Once in the lab, samples are treated as required by the applicable ASTM Testing Protocol for the intended test. All of our testing equipment is calibrated to the standards required by ASTM, AMRL and CCRL. Clients and prospective clients alike are always welcome to tour our laboratory facility and witness for themselves the strict attention to detail and accuracy paid by our laboratory staff.

It would be one thing for M&J to just say that we do all of the above, but the proof lies in our Corporate Resume. Section III of this proposal lists five references that will gladly attest to the quality and timeliness of M&J's services. We encourage you to call our references.

Please take note of the fact that M&J can handle ALL size assignments – from the \$3 Billion LIRR Third Track Expansion Project to small tasks within on-call contracts requiring only a few days of work. All projects are treated with the same respect and commitment which translates into “M&J never misses a requested inspection”.

M&J also has significant experience with projects encompassing work in high security areas. Many of our inspectors are currently SWAC Certified as a result of our years of service at the NYC Airports for the PANY&NJ.

Finally, M&J is a one-stop-shop providing all of the required laboratory testing and inspection services, using qualified and certified personnel, for the CDJSDF Project. In addition, as previously mentioned, M&J is licensed to perform engineering services by NYS.

Section V – Cost Proposal

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Testing and Special Inspections for the Capital District Juvenile Secure Detention Facility Construction Project.
RFP Number: 2023-032

THIS PROPOSAL IS SUBMITTED TO:

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

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

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

Date	Number
3/16/2023	1
3/21/2023	2

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

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

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

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

7. Communication concerning this Proposal shall be addressed to:

Richard Hallahan, P.E.

Rhallahan@mjengineers.com

Phone: 917-613-2265

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

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Testing and Special Inspections for the Capital District Juvenile Secure Detention
Facility Construction Project
RFP Number: 2023-032

COMPANY: M&J Engineering P.C.

ADDRESS: 2003 Jericho Turnpike

CITY, STATE, ZIP: New Hyde Park, NY 11040

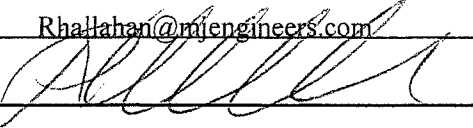
TEL. NO.: 917-613-2265

FAX NO.: 516-233-1041

FEDERAL TAX ID NO.: 30-0284495

REPRESENTATIVE: Richard Hallahan, P.E.

E-MAIL: Rhallahan@mjengineers.com

SIGNATURE AND TITLE 

DATE 3/16/2023

PROPOSAL PRICING WORKSHEET - TESTING AND SPECIAL INSPECTION SERVICES - CAPITAL DISTRICT JUVENILE SECURE DETENTION FACILITY		RATE	UNIT	ESTIMATED QTY	BID TOTAL
STEEL CONSTRUCTION: STRUCTURAL STEEL FRAMING/COLD FORMED METAL FRAMING					
1	Inspection of Structural Steel Framing - Site Visits to Verify Compliance with Details Shown on Approved Construction Documents & Shop Drawings for: High Strength Bolting & Welded Connections, welding of steel headed stud anchors, galvanized Metal Roof Decking - welding, fasteners & placement, Steel Frame Joint Details for Bracing/Stiffening, anchor rods & other embedments supporting/fastening structural components (CWI or ICC Certified SSWSI), include Special Inspections for Wind Resistance (1705.11) and Special Inspections for Seismic Resistance (1705.12).	320.00	Half-day	10	3,200.00
2	Inspection of Cold Formed Metal Framing - Site Visits to Verify Compliance with Details Shown on Approved Construction Documents & Shop Drawings for: Metal Stud sizes and gauge thickness, location, size/spacing of Power Actuated Fasteners & Screw Installation. (CWI or ICC Certified Bolting/Welding Inspector)	320.00	Half-day	1	320.00
3	Magnetic Particle Testing of Welded Connections (ASTM E709) - (Certified Welding Inspector/ICC SSWSI)	320.00	Half-day	2	640.00
4	Fabrication Shop Inspections - (Non-AISC Certified fabricators) - Verify fabricator Maintains Detailed Fabrication & QC Procedures (CWI or ICC Certified Bolting/Welding Inspector) *Note: Travel expenses to non-local fabrication shop facilities will be billed at cost for travel mileage & overnight stay accommodations through the contingency allowance.	320.00	Half-day	2	640.00
5	Ultrasonic testing of Welds (ASNT NDT Level II UT) - *Note: Travel expenses to non-local fabrication shop facilities will be billed at cost for travel mileage & overnight stay accommodations through the contingency allowance.	640.00	Full-day	1	640.00

CONCRETE CONSTRUCTION:					
6	Visual Inspection of Formwork, Reinforcing Steel & Embedments, Observe Drilling & Installation of Post-Installed Adhesive Anchors, inspect reinforcement and verify placement per design documents/approved shop drawings, inspect erection/placement of pre-cast concrete members, inspection of reinforcement bar welding (ICC RCSI or ACI Special Inspector)	240.00	Half-day	20	4,800.00
7	Inspection of Concrete Placement - Verify use of required design mix, Field Testing for Slump, Temperature, Air Entrainment & Unit Weight / Casting of Test Cylinders, verify maintenance of specified curing temperature and techniques (ACI Grade I Technician)	240.00	Half-day	20	4,800.00
		400.00	Full-day	5	2,000.00
8	Inspection of pre-stressed concrete members: inspect prestressing tendons size, locations, placement, application of pre-stressing forces, grouting of bonded prestressing tendons; per design documents/approved shop drawings*Note: Travel expenses to non-local fabrication shop facilities will be billed at cost for travel mileage & overnight stay accommodations through the contingency allowance.	640.00	Full-day	N/A	
9	Inspection of Drilled-in Adhesive, Expansion & Sleeve Anchors (Rate includes field technician's & pull testing equipment)	320.00	Half-Day	4	1,280.00
10	Floor Flatness / Levelness Testing (ASTM E-155) Includes F-Meter Equipment (Floor Profiler) & Qualified Technician	800.00	Day	2	1,600.00
11	Moisture-Alkali Testing of Concrete Floor Slabs: Moisture-Alkali Test Kits (ASTM F1869) Rapid RH Meter (ASTM 2170)	50.00	Each	10	500.00
12	Test Sample Pick-Up - Soils / Concrete Samples (Only when a technician is not scheduled on site the following day)	50.00	Trip	5	250.00
13	Laboratory Compressive Strength Testing Concrete Cylinders / Grout Cubes (ASTM C39)	15.00	Each	200	3,000.00

STRUCTURAL MASONRY CONSTRUCTION (LEVEL I/II)					
14	Verify certificates of compliance prior to construction. Inspection of Unit Masonry - Visual Inspection of Assembly including Horizontal & Vertical Reinforcement Steel & Grout Placement (ICC Structural Masonry Special Inspector)	280.00	Half-day	10	2,800.00
14.1	Compressive Strength Mortar Cubes	20.00	Each	10	200.00
14.2	Compressive Strength Grout Blocks	20.00	Each	10	200.00
14.3	Compressive Strength Unit Masonry Blocks	50.00	Each	10	500.00
14.4	Compressive Strength Masonry Unit Prisms	250.00	Each	1	250.00

EARTHWORK: SOILS BACKFILL/COMPACTION & SUBGRADE BEARING					
15	Inspections of Soils - Verify materials below foundations are adequate to achieve design bearing capacity, excavations to proper depth, use of proper materials & lift thickness, inspection of Controlled Backfill of Utilities, Foundations / Slab Subbase placement including in-place density testing using a Troxler Nuclear Density Gauge (ICC Soils Special Inspector / Troxler Certified Technician)	220.00	Half-day	10	2,200.00
		440.00	Full-day	5	2,200.00
16	Geotechnical Inspections - Inspection of Foundation Subgrades, Verification of Bearing Substrate, Slab Subgrade Inspection / Observe Proof-roll	420.00	Half-day	10	4,200.00
		840.00	Full-day	2	1,680.00
17	Nuclear Density Gauge - Daily equipment charge - unlimited tests	50.00	Day	10	500.00
17.1	Sieve Analysis	100.00	Each	4	400.00
17.2	Proctor Analysis	100.00	Each	4	400.00
17.3	Organic Content of Top Soil	50.00	Each	1	50.00
17.4	pH of Top Soil	25.00	Each	1	25.00
17.5	Classification of Soil	25.00	Each	1	25.00

FABRICATED ITEMS				
18	Registered Design Professional shall identify any structural load bearing or lateral load-resisting members or assemblies that are specified to be fabricated off site (fabricators shop). Special inspections shall be required unless fabricator maintains approved detailed fabrication and quality control procedures that provide conformance to the approved design documents and IBC 2015, the fabricator is registered and approved per NYSBC 1705.2.5.1	420.00	Half-day	N/A
ASPHALT INSPECTIONS				
19	Inspection of Bituminous Asphalt Pavement (Driveways/Parking) - Site inspections to monitor paving operations including: loose/compacted asphalt thicknesses, delivery/placement temperatures, and density testing with a Nuclear Density Gauge (Certified NYS Hot Mix Asphalt Density Testing Inspector)	210.00	Half-day	2
20	Nuclear Density gauge - Daily equipment charge - unlimited tests	50.00	Day	1
SPRAYED FIRE-RESISTANT MATERIALS				
21	Verify surface preparation in accordance with manufacturer's written recommendations, verify thickness of sprayed fire resistant materials, density, adhesion/cohesion, condition of finished application	280.00	Half-day	N/A
FIRE-RESISTANT PENETRATIONS AND JOINTS				
22	Inspection of penetration firestop systems and fire-resistant joint systems (1705.17)	280.00	Half-day	5
PROJECT MANAGEMENT				
23	Project Management - Attendance at Pre-Installation Site Meetings per specifications, Coordination of Field Staff, review & Finalize Field & Lab test Reports, Preparation for Field Report Submittals for Distribution (est 1-2 hours/week while project is active)	80.00	Hour	40
24	P.E. Oversight - Professional Engineer Sign-Off on Final Report of Special Inspections, Project Oversight (upon request/as needed)	105.00	Hour	8
CONTINGENCY ALLOWANCE				
25	Include the Contingency Allowance value shown in your overall bid to provide services. The contingency shall only be used as directed and authorized by the Owner/Construction Manager.	2,500.00	LS	1
TOTAL				47,710.00

Section VI – Mandatory Documentation

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.

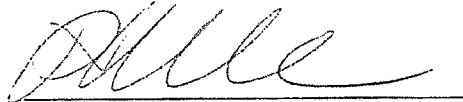
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

Senior Director

Title

3/16/2023

Date

M&J Engineering, P.C.

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

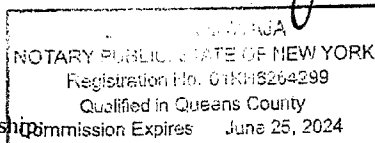
Commission Expires _____

If Corporation:

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

On this 15 day of March, 2023, before me personally appeared Magsood Malik to me known, who, being by me sworn, did say that he resides at (give address) 180 Bayview Ave. East Islip, NY 11730; that he is the (give title) President of the (name of corporation) M&J Engineering, P.C., 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.

Zakirul Khawaja



If Partnership

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

FEIN # 30-0284495

Zakuller Khawaja
Printed Name
Zakuller Khawaja
Signature
3/15/2023
Date

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME M&J Engineering, P.C.		3. IDENTIFICATION NUMBERS a) FEIN # 30-0284495 b) DUNS # 619804599	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.mjengineers.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 2003 Jericho Turnpike New Hyde Park, NY 11040		7. TELEPHONE NUMBER 516-821-7300	8. FAX NUMBER 516-233-1041
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 Richard Hallahan, P.E. Title Sr. Director Telephone Number 917-513-2265 Fax Number e-mail rhallahan@mjengineers.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Maqsood Malik, P.E.	TITLE President	b) NAME Albert Pozotrigo	TITLE Executive Vice President
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS. WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <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 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 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 Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. ☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:

☐ Yes ☒ No

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

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

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

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

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


Signature

Senior Director
Title

3/16/2023
Date

M&J Engineering. P.C.
Company Name