

Albany County Request for Contract Approval

Contract #	2024-1817
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A3110 - Sheriff
Date Submitted	Tuesday, March 26, 2024
Contact Person	Harris, Tina
Contact Phone	1 (518) 487-5435
Vendor Info	Mercedes-Benz of Paramus 755 NJ-17, Paramus, NJ 07652
Estimated Amount	\$70,184.00
Estimated Term	3/26/2024 to 3/25/2025 (Approximately 11 months)
Scope of Services	Request to purchase 2024 Sprinter Van for the Albany Sheriff's Office.
Budget Line Item	AA3110 - - 22800
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

Date: March 26, 2024
To: Contract Administration Board (CAB)
From: Craig D. Apple Sr., Sheriff
Subject: Vehicle Purchase

Briefly, this request is enter into an agreement between Albany County Sheriff's Office and Mercedes-Benz of Paramus to purchase 2024 Sprinter Van for the Albany County Sheriff's Office. This vehicle will be used to transport personnel, and equipment during operations that require the movement of multiple individuals.

Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwomen
Hon. Bruce A. Hidley, County Clerk



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Michael S. Monteleone
Executive Undersheriff

FROM: Pamela O Neill
Purchasing Agent

DATE: March 22, 2024

RE: RFQ #2024-033R

I am in receipt of your recommendation to award the aforementioned to Mercedes Benz of Paramus in the amount of \$70,184.00.

As Mercedes Benz of Paramus 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.

ALBANY COUNTY SHERIFF'S OFFICE



CRAIG D. APPLE, SR.
SHERIFF

MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

TO: Pamela O'Neill, Purchasing Agent

FROM: Michael S. Monteleone, Executive Undersheriff 

RE: RFQ #2024-033R Sprinter Van

DATE: March 21, 2024

We have solicited and reviewed the bid tabulation for the above referenced bid and have no objection with the selection of Mercedes Benz of Paramus, the lowest vendor to submit a bid.

RFQ 2024-2024-033R Tabulation

Vendor	Mercedes Benz of Paramus	Proper Performance LLC
Price	\$ 70,184.00	79844.95

Albany County Request for Contract Approval

Contract #	2024-1818
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A3110 - Sheriff
Date Submitted	Tuesday, March 26, 2024
Contact Person	Harris, Tina
Contact Phone	1 (518) 487-5435
Vendor Info	Mohawk Chevrolet 639 State Route 67, Ballston Spa, NY 12020
Estimated Amount	\$40,170.42
Estimated Term	4/1/2024 to 3/31/2025 (Approximately 11 months)
Scope of Services	Purchase a 2024 Traverse for our Emergency Management System Unit.
Budget Line Item	AA3110 - - 22400
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

ALBANY COUNTY SHERIFF'S OFFICE



CRAIG D. APPLE, SR.
SHERIFF

MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

Date: March 26, 2024
To: Contract Administration Board (CAB)
From: Craig D. Apple Sr., Sheriff
Subject: Vehicle Purchase

Briefly, this request is enter into an agreement between Albany County Sheriff's Office and Mohawk Chevrolet to purchase a 2024 Chevy Traverse for the Albany County Sheriff's Emergency Management Unit.

Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwomen
Hon. Bruce A. Hidley, County Clerk



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Michael S. Monteleone
Executive Undersheriff

FROM: Pamela O Neill
Purchasing Agent

DATE: March 22, 2024

RE: RFQ #2024-041

I am in receipt of your recommendation to award the aforementioned to Mohawk Chevrolet in the amount of \$40,170.42.

As Mohawk Chevrolet 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.

ALBANY COUNTY SHERIFF'S OFFICE



CRAIG D. APPLE, SR.
SHERIFF

MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

TO: Pamela O'Neill, Purchasing Agent

FROM: Michael S. Monteleone, Executive Undersheriff 

RE: RFQ #2024-041 Chevrolet Traverse

DATE: March 21, 2024

We have solicited and reviewed the bid tabulation for the above referenced bid and have no objection with the selection of Mohawk Chevrolet, the lowest vendor to submit a bid.

RFQ 2024-041 Tabulation
2024 Chevrolet Traverse

Vendor	Mohawk Chevrolet	DeNooyer Chevrolet	Altec
Price	\$ 40,170.42	\$ 42,497.70	\$ 71,321.75
Exterior Color	Black Metallic	Black Metallic	Bright White

Albany County Request for Contract Approval

Contract #	2024-1855
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFQ
Department	A3110 - Sheriff
Date Submitted	Wednesday, April 3, 2024
Contact Person	Wood, Dennis
Contact Phone	() -518
Vendor Info	HeartSafe America, Inc. 13745 Omega Road, Farmers Branch, TX 75244
Estimated Amount	\$38,995.00
Estimated Term	4/1/2024 to 3/31/2025 (Approximately 11 months)
Scope of Services	Purchase AED's for the Sheriff's EMS Division
Budget Line Item	AA3110 - - 22800
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

Date: April 3, 2024
To: Contract Administration Board (CAB)
From: Craig D. Apple Sr., Sheriff
Subject: AED Purchase (Contract 2024-1855)

Briefly, this request is to purchase AED's for the Albany County Sheriff's Emergency Management Services Division. Heart Safe America, Inc. is the lowest quote received and is under National Cooperative Purchasing Agreement TIPS Contract #220101.

Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce A. Hidley, County Clerk

Quote

HeartSafe America, Inc.
13745 Omega Rd.
Farmers Branch, Texas 75244

Date	Quote #
4/2/2024	34707

Name / Address
Albany County Department of General Servi 112 State Street, Room 1300 Albany, NY 12207

Ship To
Shaker Place Rehab & Nursing Center 100 Heritage Lane Albany, NY 12211

Item Code	Description	Quantity	Cost	Total
99512-001267	LPCR2 Fully-automatic, WIFI,English-Spanish, Bag	18	2,150.00	38,700.00
FRK-RD	CPR Ready Kit- Red-Includes items typically needed in a cardiac arrest event. The nylon, zippered pouch contains (1) pair of nitrile gloves, (1) pocket CPR mask, (1) trauma shears, (1) razor, (1) NaCl wet wipe, and (1) dry cleaning towel.	18	15.00	270.00
000002	Shipping / Freight (out) Contact: Maureen Shea, maureen.shea@albanycountyny.gov, 518.447.7142		25.00	25.00
	TIPS Contract#: 220101 Sales Tax		0.00%	0.00

Phone #	Fax #	E-mail
1-877-731-7467	775-366-0878	sales@heartsafeusa.com
Signature		
P.O. No.	1042	

Subtotal	\$38,995.00
Total	\$38,995.00
www.heartsafeusa.com	

Albany County Request for Contract Approval

Contract #	2024-1815
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	None
Department	A3020 - Emergency 911
Date Submitted	Tuesday, March 26, 2024
Contact Person	Demarest, Kevin
Contact Phone	() -518
Vendor Info	Pulsiam Hitech System 16030 Ventura Blvd. Suite 250 , Encino, CA 91436
Estimated Amount	\$22,697.15
Estimated Term	4/1/2024 to 3/31/2025 (Approximately 11 months)
Scope of Services	SafetyNet Software Maintenance for E911
Budget Line Item	AA3020 - - 44046
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

ALBANY COUNTY SHERIFF'S OFFICE



CRAIG D. APPLE, SR.
SHERIFF

MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

Date: March 26, 2024
To: Contract Administration Board (CAB)
From: Craig D. Apple Sr., Sheriff
Subject: Software Purchase

Briefly, this request is enter into an agreement between Albany County Sheriff's Office and Pulsiam Hitech Systems to purchase annual safetynet software maintenance for the Albany County Sheriff's Emergency 9-11 Center.

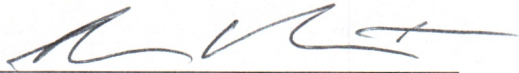
Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwomen
Hon. Bruce A. Hidley, County Clerk

Pulsiam License Count Summary

Agency: Albany County Sheriff's Department

SafetyNet Software Maintenance for the period 04/01/2024 - 03/31/2025	Qty	Unit Price	Total
Albany County Sheriff			
SafetyNet CAD Workstations	5	2,645.53	13,227.65
SafetyNet RMS Full Access Client	5	1,324.22	6,621.10
Hiterm Windows Client	5	85.68	428.40
Rocket UNiVerse License	20	121.00	2,420.00
Total			\$22,697.15

I, Kevin Demares L, am authorized by the agency to validate the maintenance estimate. I agree that the information mentioned above is true and correct.


Signature

E-911 Director
Title

3/4/2024
Date

June 22, 2023

Dear Valued Customer:

In our continuous effort to provide you with the best service possible we have improved our maintenance billing process to include your input in the maintenance estimate process. We are currently preparing your 2024-2025 maintenance invoice and we ask that you review the license counts that we show for your agency on the attached summary sheet.

If the license count information is correct, please sign, scan, and return the form to me at egomez@pulsiam.com.

If the license count information is incorrect, please make the necessary changes by marking up the form then please sign, scan, and return the form to me at egomez@pulsiam.com . We will then post your 2024-2025 maintenance invoice on Pulsiam Support Task #92269. We thank you in advance for your input and hope that this extra step will help insure the accuracy of your maintenance billing.

Sincerely,

Erick Gomez

Administration Staff

Albany County Request for Contract Approval

Contract #	2024-1853
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A3020 - Emergency 911
Date Submitted	Tuesday, April 2, 2024
Contact Person	Demarest, Kevin
Contact Phone	() -518
Vendor Info	JTL2 2036 Helderberg Avenue, Rotterdam, NY 12306
Estimated Amount	\$45,000.00
Estimated Term	4/15/2024 to 4/14/2027 (Approximately 35 months)
Scope of Services	Provide on site GIS Service and support for our CDPS 911 and Mobile Mapping
Budget Line Item	AA3020 - - 44046
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

Date: April 2, 2024
To: Contract Administration Board (CAB)
From: Craig D. Apple Sr., Sheriff
Subject: GIS Mapping (Contract Request 2024-1853)

Briefly, this request is to enter into an agreement with JTL2 with a term for (1) one year with (2) two (1) one-year renewal options. The cost is not to exceed (15,000) fifteen thousand per year. JTL2 will provide non-site GIS Service and support for our CDPS 911 and Mobile Mapping for our Emergency 911 Unit.



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: Kevin Demarest
Sheriff's Office

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: April 1, 2024

RE: RFQ#2024-036 GIS Services and Support

I am in receipt of your recommendation to award the aforementioned to JTL2 in the amount of \$15,000.00

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of JTL2

Please obtain the necessary contract approval of the County Executive so that we may issue a Notice of Award.

RFQ #2024-036 GIS Services and Support

Proposal Rating Worksheet

Proposer: JTL2

	Weight	Reviewer 1		Reviewer 2	
		Rate	Score	Rate	Score
Experience with GIS Service and Support	25%	100	25	95	23.75
Work Performed with other Governmental Agencies in the area of GIS Service and Support	50%	100	50	100	50
Qualifications					
	15%	100	15	100	15
Cost	10%	100	10	100	10
TOTALS:			100		98.75

NOTES:

Reveiw 1 - Kevin Demarest
Reveiw 2 - Ken Bovia

Bid/Proposal Form

Project Identification:

GIS Service and Support for the Albany County Sheriff's Office/E911 Communication

RFQ #2024-036

This Bid Is Submitted To:

Pamela O Neill

Albany County Purchasing Agent

112 State Street, Room 1000

Albany, NY 12207

February 25, 2024

JTL2
2036 Helderberg Ave
Rotterdam, NY 12306
(607)-327-1095
Jim Levandowski
jim.levandowski@gmail.com

VENDOR INFORMATION

JTL2 initially started in Oklahoma serving as GIS Analyst for seismographic studies and leasing projects in the oil and gas industry. JTL2 was responsible for multimillion dollar projects in Wyoming, Texas, Oklahoma, Kansas, Colorado, and Ohio. After business slowed, JTL2 moved back to New York and entered the public sector. In 2019, news of independent contract work required me to get a DBA as JTL2 once again since my previous LLC had expired.

Attached you will find the resume of Jim Levandowski, the owner and sole employee of JTL2. Any contract work will be done from his private residence at 2036 Helderberg Ave with occasional visits to the client's office.

I have been using ArcGIS and Microsoft products including Excel for nearly two decades in different capacities. During the 90s and 00s I was a project manager for an archaeology firm in Binghamton NY. We were using the program with a limited license so were barely able to scratch the surface as to what it could do. Using aerials and other maps we would be able to show our clients what an area looked like over the course of a century or more. We could also use the cost path tool to show the travels of prehistoric groups. These would help predict areas with a higher probability of the presence of prehistoric or historic sites. On an existing site we could show them the layout and density of artifacts.

After nearly two decades of archaeology I was given the chance to become a GIS Analyst for an oil and gas permitting company from Oklahoma. I moved nearly ten times during this period and worked on projects both large and small. I was responsible for keeping maps and databases up to date 24/7 both on what was happening above ground and below. Eventually work dried up and I moved back to New York.

Through HBits I was able to get a contract and eventually a Grade 18 state position with the NYS ITS - GIS Program Office working with the Streets and Address Maintenance group. We are responsible for maintaining over 9 million address points and over 1.5 million street segments all across New York State. All of our data can be found on the NYS GIS Clearinghouse. Many counties upload our data into their CAD systems so we are constantly trying to keep the data up to date and NG-911 compliant. I have also written a number of models that aid in quality assurance/control that we use every day. Due to my interests and abilities with GIS, I was added to the NYS IMT and have assisted in nuclear drills and weather disasters at the EOC in Building 22 on the Harriman Campus. Recently I was promoted to a Grade 23 ITS3 and hold the title of Data Manager for the SAM team within NYS ITS Geospatial Services. My familiarity with the data Albany County uses should benefit the timely completion of the project.

PLAN IMPLEMENTATION

-Phone System

Meet with Albany County Sheriff to see system

Find out what improvements or modifications would like to be made

Communicate with Intrado to make sure everything is up-to-date and working properly.

Provide Clear Documentation

-CAD/RMS System and Data maintenance

Examine scripts and models to:

see where (what drive, folder, geodatabase) the data will be stored

check for breaks or failures in the routine and reasons why

look for anything extraneous in the process that can be removed

try to shorten the duration of data processes using python or ARCGis tools

make sure everything is compatible with Central Square CAD and Mark 43 RMS

Data Maintenance

Adjust the county's files and maps to show what they require or want

Make any changes simple, less time consuming, and less computer memory

Make processes automated if possible

Provide clear technical documentation

Keep Albany County data NG-911 compliant

COST PROPOSAL

Costs for services required for this project are \$2,500 prior to start and \$35/hour paid semi-monthly. Total payments not to exceed \$15,000 during a 1-year contract period.

No equipment will need to be purchased. Albany County already has a CAD system, GIS capabilities/licenses, and servers dedicated for their needs.

JAMES T. LEVANDOWSKI II

(607) 327-1095

jim.levandowski@gmail.com

Education and Training

2000 Binghamton University, Binghamton, NY. Master's Degree.
1993 SUNY-Potsdam, Potsdam, NY. Bachelor's Degree.

Experience

Nov 2015-present ITS II and III GIS Specialist, Street and Address Maintenance Program, NYS Office of ITS.

- Editing New York State Street and Address data in ArcGIS desktop and Geolynx Enterprise GIS Data Management applications to meet NG-911 status and usage in county CAD systems.
- Correcting geography, address ranges and other attributes allowing address points to properly geocode.
- Modifying and running GIS models for quality control of several million street segments and address points.
- Executing daily, weekly, and monthly checks of street topology and attributes of addresses.
- Weekly meetings to discuss quality assurance of geodatabases and 911 advancements.
- Reviewing tax records, various web mapping services, and other documentation to properly identify street and address information.

Feb 2011-Nov 2015 GIS Analyst/Database Manager/Independent Contractor for McDonald Land Services.

- Built and maintained large databases for 2D/3D seismic & leasing projects in the oil & gas industry.
- Interpreted parcel data and legal descriptions.
- Edited map features and correlating attribute data in desktop ArcGIS.
- Created mineral and land permits.
- Constructed and printed various maps for Mineral/Surface agents and Survey/Seismic crews.
- Managed data on multiple projects while providing in-house mapping and database support.
- Prepared daily/weekly status updates and maps for clients.
- Tracked project budgets and processed check requests.

June 1993-Feb 2011 Project Director for Public Archaeology Facility.

- Prepared budgets/proposals, wrote technical reports, and created maps (AutoCAD and ArcGIS) for clients in the federal and state government (DOT, DEC, FAA), commercial, industrial and private sectors.
- Planned, directed, and managed projects.
- Supervised crews of up to 20 and collected data from the field.
- Interpreted blueprints, As-Builts, and client maps for use with project and site-specific map construction.
- Met with landowners and other public figures to access local knowledge as well as informing them of upcoming projects.
- Conducted background research analyzing census records, historic documents and maps, tax records, and land deeds.
- Reviewed project status reports during each operational phase and prepared weekly project status reports for management.
- Trained other managers and crew in use of various technical equipment and computer programs.

Skills

Proficient with ArcGIS, AutoCAD, Microsoft Office, Wordperfect Office Suite

References

Craig Fargione, SAM Program, NYS ITS Geospatial Services, Albany, NY. (518)242-5176.

Matthew Toonkel, SAM Program, NYS ITS Geospatial Services, Albany NY. (518)242-5173.

Albany County Request for Contract Approval

Contract #	2024-1745
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFP
Department	A6510 - Veterans
Date Submitted	Friday, March 8, 2024
Contact Person	Leslie, Scott
Contact Phone	1 (518) 447-7712
Vendor Info	Blanchard-Curry Post No. 1040 16 W. Popplar Drive, Delmar, NY 12054
Estimated Amount	\$42,561.00
Estimated Term	1/1/2024 to 12/31/2024 (Approximately 11 months)
Scope of Services	This is a proposal on how Albany County can embed one, multiple, or all of the following 11 facets to help Veterans as well as their families for many years to come. By providing these services, from the Dwyer Program, we intend on keeping opportunities and resources available for the local Veteran community.
Budget Line Item	AA6510 - - 44049
Fiscal Impact	County: 0.00% State: 100.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
VETERANS SERVICE BUREAU
100 HERITAGE LN, 5TH FLOOR
ALBANY, NEW YORK 12211
ADMINISTRATION (518) 447-7710
FAX NUMBER: (518) 447-7714
WWW.ALBANYCOUNTY.COM/VETERANS

SCOTT LESLIE
Director

Letter to the CAB

Honorable Joanne Cunningham
Honorable Daniel P. McCoy
Honorable Bruce Hidley

The Veteran Services Bureau asks the Board to consider funding the initiative detailed in the attached documents. The proposed funding will greatly benefit the American Legion post 1040 and ensure its continued service to the Veteran community and in accordance with the spirit and intent of the Joseph P. Dwyer peer to peer program funds.

The total proposal is \$42,561.00 and is broken down by the following:

- Two gas Ranges @ \$9,420.00 = \$18,840
- One Dishwasher, Conveyor Type = \$22,548.00
- One Clean Dish Table = \$665.00
- One Dish Table Sorting Shelf = \$290.00
- One Dish Table Sorting Shelf = \$218.00

The term of this contract would be January 1, 2024 through December 31, 2024.

Scott Leslie
Director

Scott.leslie@albanycountyny.gov

ALBANY COUNTY
Cares about our veterans



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: Joseph Bonarrigo
County Executive Office

FROM: Pamela O'Neill *Pamela*
Purchasing Agent

DATE: February 29, 2024

RE: RFP#2024-008 Distribution of Dwyer Funds

I am in receipt of your recommendation to award the aforementioned to Currey Post No. 1040 of the American Legion in the amount of \$42,561.00.

As they were the single proposer and they meet all of the requirements, I have no objection to the selection of the Currey Post No. 1040 of the American Legion.

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

BLANCHARD- CURREY POST NO. 1040 OF THE AMERICAN LEGION

PROJECT TITLE: LEGION POST KITCHEN UPGRADES

RFP-2024-008- PFC Dwyer Program

February 9, 2024

Submitted To:

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

Submitted by:

MSgt Jeremy P. Martelle, USAF (RET)
Commander
Blanchard-Currey Post #1040
16 W. Poplar Dr
Delmar, NY 12054
Email: jmartelle@mac.com
Cell: (843) 949-2230



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- Attachment A: Non-Collusive Bidding Certificate
- Attachment B: Acknowledgment by Proposer
- Attachment C: Vendor Responsibility Questionnaire
- Attachment D: Iranian Energy Divestment Certification

APPENDIX A: ADDITIONAL INFORMATION

- Appendix A: Post Organizational Chart
- Appendix B: Post Photos
- Appendix C: Equipment Cut Sheets with Pricing

SECTION II- QUALIFICATIONS AND EXPERIENCE

The Nathaniel Adams Blanchard Post 1040 was chartered December 8, 1930, and has been serving the needs of local veterans and veterans from the capital region ever since. Originally named in honor of Nathaniel Adams Blanchard, who as a teenager enlisted in the United States Army and was sent to France with the American Expeditionary Force. He was killed in action on November 9, 1918, only two days before the armistice was signed, while serving with the 307th Infantry, 77th Division. When a group of local veterans met at the Delmar Fire Hall in 1930 with the intention of organizing an American Legion post in the town, they chose to honor Blanchard by naming the post in his memory.

In 2022 the Post was renamed to the Blanchard-Currey Post (The Post) to add Francis Sherman Currey (June 29, 1925 – October 8, 2019). Frank Currey was a United States Army Technical Sergeant and a recipient of the United States military's highest decoration for valor, the Medal of Honor for his heroic actions during the Battle of the Bulge in World War II. He was a lifelong member of our Post.

Over the 94 years the Post has been in existence, the members of the Legion, Sons of the American Legion, and American Legion Auxiliary have contributed a great deal to the community. While the foundation of the Post is based on the military service of the men and women who call the Post home, a lot of what the Post does goes beyond the military and veteran services. For example, since 1920, the Boy Scout Troop 58 has called the American Legion Post 1040 home. The Post is the sponsor of the organization, and the Troop has a large garage located on the property.

The Blanchard-Currey Legion Post is a registered not for profit with the federal government under the American Legion National Headquarters and also with New York State. Our federal EIN is 14-1295935 and our exemption number is 0925; our NY State Registration number is 49-40-11. We can provide additional information if required.

Target Veteran Population

Our Post has a long history of providing services to the Veteran community in the Town of Bethlehem and surrounding Communities. The town has seven (7) hamlets which includes: Delmar, Elsmere, Glenmont, North Bethlehem, Selkirk, Slingerlands, and South Bethlehem. Bethlehem is a dynamic and diverse community with a population of over 35,000 and total area of 52 square miles.

The Post primarily targets the veteran population in this community but has also supported many other organizations in the greater Capital District. For example, our members volunteer and provide financial support for The Veterans Miracle Center which offers veterans and active-duty military personnel clothing, personal care and hygiene products, houseware items, ambulatory equipment, toys for their children to name a few. All goods and services are available free-of-charge to Veterans and their immediate household.

There are several assisted living homes for veterans that are unable to financially support themselves or are medically unable to do so. The Post supports these organizations through food donations and direct volunteer support.

VETERANS AND COMMUNITY RELATED EVENTS

One of the founding principles of the Post is to give back to the community. This is done in several ways but two elements that seem to be at the top are volunteering our time and providing financial assistance. The following are just a few of the ways our members contribute to the community.

Thank-A-Vet Dinner

Each year the post and its organizations host a “Thank-A-Vet” dinner where we bring together veterans throughout the community and thank them for their service. This dinner typically hosts anywhere from 120 to 130 veterans and a guest. This dinner is put on at no cost to the veterans and is sponsored by the post and local businesses. It was at this event this past year it was determined during the event that the stoves were failing and would not maintain the correct temperature nearly requiring us to cancel the dinner.

Press: <https://www.news10.com/news/american-legion-hosts-thank-a-vet-free-dinner/>

Bethlehem Scholarship Award

Each year the Post works with the Bethlehem High School guidance counsel staff to provide a \$1,000 scholarship to a graduating senior high school student.

Memorial Day Parade

The Post hosts the town wide Memorial Day Parade. The volunteers from the Post spend hundreds of hours planning and coordinating with the local business, Fire Departments, Police Department, Town staff, elected officials, and many community organizations to put together an event that attracts thousands of onlookers for the 2-mile route through town. After the parade the Post donates a new flag for the memorial park and invites the community back to the Post for a town barbeque.

Stratton Veterans Administration Hospital Support for Inpatients

The Post has volunteers that provide lunch and entertainment on a monthly basis to the Stratton VA inpatients. These are funded are funded by the Post 1040 Auxiliary, SAL, and Memorial Day Book Fund (ad book we sell to raise money). We have been doing these events for years.

Annual First Responders Community Awards

For the past 39 years the Blanchard Post hosts the Annual Community Service Awards Reception at our facility. These awards are to honor the service and contribution of one “Man or Woman of the Year” from each of the volunteer fire departments, volunteer ambulance

services, and the police department serving the Town of Bethlehem. Each of the organizations select a member from its group whom they feel to be deserving of this award, and to send us their name with a brief statement of their member's qualifications and/or accomplishments so we may honor them at a ceremony with the presentation of a certificate.

American Legion, Department of New York Boys State

Each year the Post sponsors two to four boys to attend the American Legion Boys' State which is a week-long program that immerses high school youth in citizenship and leadership training. They learn the practical aspects of government as it exists in New York State and come to recognize that the individual is integral to the character and success of government. They also participate in physical fitness, teamwork, and other activities, under the guidance of American Legion counselors and U.S. Marines.

Annual Flag Retirement Ceremony

Unserviceable flags in the town are collected by the Post, the Bethlehem Public Library, and Town Hall. Each year on flag day the Post leadership and the Elsmere Fire Department conduct the retirement ceremony at the local fire training facility in Town.

General Assistance (Sick Call)

The Post routinely supports members of the community through financial donations to those who have fallen on hard times or have fallen ill.

Honor Flight

The Post has provided funding for the Honor Flight Network which is a national nonprofit organization comprised of independent hubs working together to achieve the Honor Flight mission. The Honor Flight trip gives veterans the opportunity to share this momentous occasion with other comrades, remember the fallen, and share their stories and experiences with other veterans. The honored veterans travel free of charge.

Tri-Village Little League

The Post sponsors a Tri-Village Little League Baseball team.

PROPOSED STAFF

The post is very fortunate to have a large group of professionals with many talents that support and assist us and our activities. We have contractors, attorneys, engineers, planners, and elected officials that are part of our organization. The post has established a long-standing committee whose goal is to develop and execute capital planning activities and continuously work to improve the 54-year-old facilities. Recently, the Post volunteers completed development and construction of a much-needed elevator system which allows our members and guests to access all levels our facility along with a handicapped equipped restroom in the Eisenhower Hall.

The capital development committee consists of the Commander/Board Member/Capital Improvements Director (Jeremy Martelle) , Board Chairman (Scott Anson), Finance Officer (Steve Riedel), Lead Facilities Volunteer (Gerry Decker), and Past Sons Commander and local contractor (Mark Burke). Gerry and Steve are retired Navy Seabees; Mark owns his own construction company; and Jeremy manages an engineering team for the largest engineering firm in the Capital District. An organization chart is attached to this proposal in Appendix "A" that identifies the post leadership.

The two key roles for this project are project manager and construction manager. The individuals selected are identified below.

Project Manager- Jeremy Martelle

Jeremy brings over 30 years of management experience to this project. In his current position, he is responsible for managing a team of engineers leading the firm's aviation design practice in the Northeast out of their Albany headquarters. In addition to aviation design, his expertise includes airport management, security, and operations; general and commercial aviation finance activities; airport business development; and airport planning. A resume is listed on page seven (7) of this document.

Additionally, Jeremy is involved on many professional boards and associations including serving as an Adjunct Professor teaching Airport Management, Operations, and Security at Schenectady County Community College and as an appointed member for the Town of Bethlehem Zoning Board of Appeals.

Construction Manager- Mark Burke (Past Sons Commander)

Mark owns his own business (Bethlehem Home Maintenance & Repair LLC) and volunteers his time regularly on projects for the Post. He managed the installation for the recently completed elevator project including the site work and installation. His work saves the Post thousands of dollars in fees from contractors, without his time the project we do would costs significantly more.

Both Mark and Jeremy live in the Town of Bethlehem and will operate out of the Post located at 16 West Poplar Drive, Delmar, NY 12054. Jeremy has the ability to and is authorized to bind the Post for the proposal:

MSgt Jeremy P. Martelle, USAF (RET)
Commander
Blanchard-Currey Post #1040
16 W. Poplar Drive
Delmar, NY 12054
Email: jmartelle@mac.com
Cell: (843) 949-2230

Jeremy has been identified as the primary point of contact for the county and will be over manager for this proposal.

Jeremy P. Martelle, C.M., ACE, ASC

20 Madeleine Lane
Glenmont, New York 12077
(C) 843.949.2230

(E) jmartelle@mac.com
<http://www.linkedin.com/in/jeremymartelle/>

PROFESSIONAL EXPERIENCE

CHA Consulting, Inc.

April 2020 to Present

Associate Vice President-Northeast Aviation Design Team Leader

Albany, New York

- Manages a team of 30 engineers (civil, electrical, environmental, mechanical, etc.) in 15 states responsible for the planning, design, and construction of airport capital projects at commercial service/general aviation airports, and military airfields.
- Leads the CHA Aviation division's U.S. Government military contract program with the U.S. Army Corps of Engineers executing large multi-year engineering programs which serve all branches of the U.S. military.
- Experienced airport manager with over 30 years' managing commercial service/general aviation airports and military airfields domestically and internationally. Areas of expertise include Airport Management/Strategic Business Planning Studies, FAA Capital Improvement Programming, Financial Feasibility/Rates and Charges Analysis, Aviation Security Planning Studies, Benefit/Cost Analysis, Airport Revenue and Cost Modeling, FAA Airport Improvement Program Administration, Airport Safety/Facility Inspections, Minimum Standards Development, FAA Passenger Charge Applications, FAA Airport Improvement Program Administration, and Wildlife Hazard Assessments.
- Vested member of the CHA corporate management team directly responsible for the company's day-to-day operations and profitability of the firm through strategic client development and acquisition; attendance at high profile events to promote the firm and its goals and objectives; and support staff through development of working relationships with airport owners and operators, FAA officials, state DOT staff, and other industry stakeholders.

Town of Bethlehem, New York

Appointed January 2017 to Present

Zoning Board of Appeals Member

Bethlehem, New York

- Bethlehem, New York is a suburb of New York's capital and has a population of approximately 35,000 residents. This position is one of 5 members of the Zoning Board of Appeals appointed by the Town Board and is charged with interpreting zoning regulations and making decisions on appeals to the board which are governed by state and town law. The Board of Appeals holds public hearings and decides appeals from decisions and determinations made by the town building inspector as well as matters referred to it as prescribed by town law.

Schenectady County Community College **March 2017 to August 2023**
Adjunct Professor- Airport Management, Operations, and Security **Schenectady, New York**

- This faculty position is responsible for the development and instruction of the Airport Management, Operations, and Security curriculum which covers the fundamental components of the management of commercial airports, various support functions, the organizational structure, governing FAA regulations, inter-agency relationships and management challenges which are explained and examined.

CHA Consulting, Inc. **January 2015 to April 2018**
Northeast Regional Manager-Aviation **Albany, New York**

- Manages CHA's Aviation Planning practice in the Northeast with oversight and management of airport engineering and design projects, FAA Capital Improvement Programming, Financial Feasibility/Rates and Charges Analysis, Aviation Security Planning Studies, Benefit/Cost Analysis, Airport Revenue and Cost Modeling, FAA Airport Improvement Program Administration, Airport Safety/Facility Inspections, Minimum Standards Development, FAA Passenger Charge Applications, and FAA Airport Improvement Program Administration.

Louis Berger Group, Inc. – US Aviation **February 2008 to January 2015**
Project Manager **Albany, New York**

Orange County Airport (MGJ) **January 2009 to November 2009**
Acting Director of Aviation- Contract Staff with Louis Berger **Montgomery, New York**

- Served as the aviation advisor to the County Executive's Office and County Legislature on matters of aviation within the County. This included activities at the County's commercial international airport, 12 general aviation airports, and 14 heliports.
- Direct oversight and management of the Orange County Airport, management and operation of 129 t-hangars and (8) eight conventional type hangars, fuel farm; an airport staff of maintenance, administration, and operations personnel. Acted as liaison with County, State, and Federal Government Agencies.

New York Air National Guard (Retired Master Sergeant) **March 1997 to June 2014**
Airfield Manager **Stratton Air National Guard Base Scotia, New York**

- Supervised airfield management staff, emergency response to aircraft incidents and activities such as coordinating flight operations with flight crews, air traffic control, and various base agencies that provide for safe operation of aircraft in the airfield environment and through national and international airspace.

Albany International Airport (ALB) **May 2002 to Feb 2008**
Airport Operations/Security Manager **Albany, New York**

- Managed a staff of 16 employees (union and management) with the responsibility for the day to operations and management of the Albany International Airport (ALB).

Albany International Airport
Airport Operations Supervisor/Weather Observer

February 1997 to May 2002
Albany, New York

United States Air Force
Tactical Aircraft Maintenance Technician/Crash Recovery Supervisor United States, Southwest Asia, Italy

August 1991 to December 1996

PROFESSIONAL CERTIFICATIONS AND CONTINUING EDUCATION

- Fire Police Training- NYS Office of Fire Prevention and Control (2019)
- Traffic Incident Management System-NYS Office of Fire Prevention and Control (2019)
- American Association of Airport Executives, Certified Member (C.M.) (2017)
- United States Air Force -Non Commissioned Officers Academy (2008)
- FAA Academy- Airport Planning Criteria Study Program (2008)
- NOAA- National Weather Service Certified Weather Observer (1997-2008)
- Federal Emergency Management Agency- National Incident Management System (ICS 100 - 400) (2006)
- American Association of Airport Executives- Airport Certified Employee (ACE) Operations (2005)
- American Association of Airport Executives- Airport Security Coordinator Training School (2004)
- American Association of Airport Executives /TSC Transportation Background Checks and Credentialing (2004)
- Student Pilot, Single Engine Land (2001)
- American Association of Airport Executives- Advanced Airport Safety and Operations Specialist School (1997)

COMMUNITY AFFILIATIONS

- Town of Bethlehem-Delaware Avenue Complete Streets Feasibility Study Member (2016-Present)
- Town of Bethlehem-Delaware Avenue Improvement Group Member (2014- Present)
- Veterans of Foreign Wars (VFW) Life Member (2014-Present)
- Bethlehem Community Christmas Day Dinner Volunteer (2010-Present)
- The American Legion Life Member (2009-Present)
- Town of Bethlehem- Elsmere Fire Company- Sworn Peace Officer and Fire Police Member (2018 to 2022)
- St. Thomas The Apostle Church- Faith Formation Catechist (2014-2018)
- American Legion Nathaniel Adams Blanchard Post No. 1040 - Board of Directors (2013 to 2021)
- Bethlehem Soccer Club-President & Chief Executive Officer (2013-2017)
- American Legion Nathaniel Adams Blanchard Post No. 1040 - Commander (2014-2015)

- Bethlehem Public Library Board of Trustees -President (Elected 2012-2014)
- Upper Hudson Library System-Board of Trustees (2012 to 2015)
- Bethlehem Public Library - Board of Trustees- (Elected 2010-2015)
- School's Out, Inc. Board of Directors (2009 to 2015)
- Town of Bethlehem-Noise Ordinance Development Committee (2008)

AWARDS

- American Legion-N.A. Blanchard Post #1040-Diamond Pin Award (2018)
- Bethlehem Chamber of Commerce- Community Spirit Award (2015)
- American Legion-N.A. Blanchard Post #1040-Legionnaire of the Year (2014)

TESTIMONY AND ADVOCACY

- National Safe Skies Alliance Subject Matter Expert and Panelist (FAA Funded)-***Recommended Security Guidelines for Airport Planning, Design, and Construction***, February 2021
- National Safe Skies Alliance Subject Matter Expert and Panelist (FAA Funded)- ***Blast Mitigation Strategies for Non-Secure Areas at Airports***- PARAS 0014, August 2018
- U.S. House of Representatives Committee on Homeland Security, Subcommittee on Transportation Security- ***Examining Critical Security Measures, Communications, and Responses at Our Nation's Airports***- Delivered Testimony, October 2015
- Joint Legislative Hearings Public Hearings, New York State Senate and Executive Budget Proposal -2016-2017 State Budget -Transportation- Delivered Testimony, January 2016
- New York State Assembly Standing Committee on Transportation-Review and Assess the Impact of the 2015-2016 State Budget on the New York State Department of Transportation's two year Capital Program- Delivered Testimony, December 2015
- New York State Senate Standing Committees on Insurance and Transportation- Transportation Network Companies Roundtable Member, November 2015
- New York State Assembly Standing Committees on Insurance, transportation, Cities, Governments, & the Taskforce on People with Disabilities- Examining Ride-and- Car Sharing Roundtable Member, October 2015
- New York State Assembly Standing Committee on Transportation-Review and Assess the Impact of the 2014-2015 State Budget on the New York State Department of Transportation's two-year Capital Program- Delivered Testimony, December 2014
- New York State Joint Budget Hearing, NYS Assembly Ways and Means Committee and NYS Senate Finance Committee on the Transportation Budget for FY 2014-2015, January 2014

EDUCATION

- B.S., Business Management, and Economics, State University of New York, Empire State College, Saratoga Springs, New York.

SECTION III- REFERENCES

The following projects were which were funded and managed by the post staff. The elevator project involved some additional professional services which were provided by vetted equipment contractors all of which volunteered their time. The third project is for a grant awarded by the NYS Veterans Bureau managed by DASNY. The roof is expected to be replaced in early spring of 2024. Due to the fact we self-performed some of this work, we have identified two individuals within the community that can attest to the quality and timeliness of the installation.

Legion Post Paving and Striping Project

In 2016 the Post took on the paving and striping of the parking lots. The project encompassed paving and striping of 5,700 square yards of blacktop. Phase 1 of the project was \$36,000 and the work was completed by the low bidder Smith's Paving and Sealcoating. Phase 2 was completed by L. Browe Asphalt Services for \$42,000. Total cost of the projects was \$78,000.

Chief Frank Wickham
Elsmere Fire Department
15 West Poplar Dr
Delmar, NY 12054
Phone: (518) 573-2764
Email: fjwickham@verizon.net

Elevator Installation

The elevator passed its final inspection on August 11, 2021, and was immediately placed into service. The elevator provides access from the main floor lobby area to lower-level Lounge area and second floor Banquet Hall. Making the building more handicapped accessible. The main floor lobby area work included a complete renovation of both the Ladies and Men's restrooms. As well as providing access to the elevator. The Post team with Albany Elevator Union and its members who volunteered their time and technical experience in the installation of the elevator. There were also various members of the Sons of the American Legion that volunteered many hours of their time and labor to complete all of the construction work needed to make the project such a great success. The size and complexity of this project has been completed masterfully. Total cost of the project was \$84,000.

Joyce Becker
Bethlehem Town Board Member
445 Delaware Ave
Delmar, NY 12054
Phone: (518) 439-8230
Email: jbecker@townofbethlehem.org

New Roof Installation (New Project)

The Post received a \$66,000 grant from the New York State Department of Veterans' Services to replace an aging roof. The project is expected to commence in June of 2024. Jeremy Martelle is the Project Manager for this effort.

SECTION IV- IMPLEMENTATION PLAN

Once awarded the grant and receipt of funding is confirmed by the County the Post will execute a purchase order for the equipment listed in the quotation provided.

1. Notice of Award- If successful in receiving the award for this grant, the Post will work closely with the County to provide any additional information required. The single point of contact with the Post has been established (Jeremy Martelle), the Post will work closely with the point of contact as identified by the County.
2. Meeting with County (If Desired)- A kickoff meeting can be conducted with the County if desired. This can be done before or after the contract execution. Once a contract is executed with the County the Post will meet with the County to further refine the project schedule and answer any additional questions as required.
3. Project Kickoff (County Can Attend)- The Post project team will hold a kickoff meeting to discuss the project approach and schedule for the installation of the equipment. This will include coordinating utility upgrades if required; and relocating interior utilities. It has been determined that no coordination with the utility company is need for the project (power and gas).
4. Equipment Acquisition- Once contracts are executed between the County and the Post, the equipment order will be placed with through the vendor. Once this is complete the Post expects to have a better idea on the equipment arrival and will finalize a demo and construction schedule. Post the leadership will review the events for the kitchen to ensure that there will be no disruption.
5. Demo Existing Equipment (Phased Approach)- Partial demolition can be started immediately following the contract execution and ordering of the equipment. This demo will be phased and work to keep the facility up and running for as long as possible. Once the equipment is set for delivery the exiting equipment will be taken out of service and removed making room for the new equipment. There will be some additional upgrades (painting and exhaust fan replacement) that will take place prior to the installation of the new equipment. This work is not part of this grant but will be paid for by the Post.
6. Install Equipment (one week)- Once the equipment has arrived, the installation team will work to get it installed following the schedule developed.

7. Commission Equipment- All equipment will be tested to ensure it works as required.

Any expenses that are associated with the installation of the equipment will be paid for by the Post. We are seeking an equipment purchase only. All prices to include freight, delivery, uncrating, and setting in place by our personnel. All plumbing and electrical disconnections and re-connections, to be furnished by the Post.

SECTION V- COST PROPOSAL

This proposal is for the acquisition of kitchen equipment which will be installed by our all-volunteer team **AT NO COST TO THE POST OR THE COUNTY**. We estimate the installation costs (labor) to be valued at approximately \$8,000. We have one member of our team that is a retired National Grid worker who has experience on these types of projects.

Equipment (see attached cut sheets)

Two (2) gas Ranges (\$9,420 each)	Price: \$18,840
One (1) Dishwasher, Conveyor Type	Price: \$22,548
One (1) Clean Dish Table	Price: \$665
One (1) Dish table Sorting Shelf (Model No. PB-SRW-63-X)	Price: \$290
One (1) Dish table Sorting Shelf (Model No. PB-SRW-42-X)	Price: \$218

Total Grant: \$42,561

Any expenses that are not outlined above and are associated with the installation of the equipment will be paid for by the Post. We are seeking an equipment purchase only. All prices to include freight, delivery, uncrating, and setting in place by the equipment provider personnel. All plumbing and electrical disconnections and re-connections, to be furnished by the Post.

SECTION VI- MANDATORY DOCUMENTATION

Refer to the following for the required documentation.

ATTACHMENT A: NON-COLLUSIVE BIDDING CERTIFICATE

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.

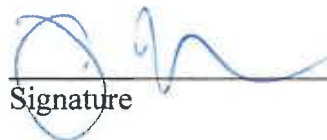
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

Commander
Title

BLANCHARD - CURRY Post 1040

Company Name

1/31/24

Date

ATTACHMENT B: ACKNOWLEDGMENT BY PROPOSER

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

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

On this 1st day of February, 2024, before me personally appeared JEFFERY, MARIELE 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.

COLLEEN A. HUMMEL
Notary Public, State of New York
Qualified in Albany County
No. 01HU6061493
Commission Expires July 16, 2027

Colleen A. Hummel
Notary Public, State of New York
Qualified in Albany County
Commission Expires July 16, 2027

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

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

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

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

ATTACHMENT C: VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Blanchard-Currey Post 1040 of the American Legion		3. IDENTIFICATION NUMBERS a) FEIN # 14-1295935 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.legiopost1040.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 16 West Poplar Drive Delmar, NY 12054		7. TELEPHONE NUMBER (518) 439-9819	8. FAX NUMBER N/A
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Jeremy Martelle Title: Commander Telephone Number: (843) 949-2230 Fax Number e-mail: jmartelle@mac.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Scott Anson	TITLE Board Chairman	b) NAME	TITLE
c) NAME Steve Riedel	TITLE Finance Officer	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> JEREMY MARTELLE DELHIQUEN ZPA - 2017 - PRESENT 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:	☐ 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 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
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

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ :

☐ Yes ☒ No

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

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

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

BRANCHARD - CURRY POST 1040

Signature of Owner

[Signature]

Address

16 WEST POPULAR

Printed Name of Signatory

JEREMY MARTELLE

City, State, Zip

DELMAR NY 12054

Title

COMMANDER

Sworn before me this

15th day of February 2024

Notary Public

COLLEEN A. HUMMEL
Notary Public, State of New York
Qualified in Albany County
No. 01HU6061493
Commission Expires July 16, 2027

Printed Name

Signature

Date

JEREMY MARTELLE

[Signature]

2/17/24

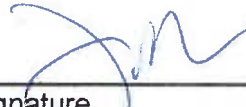
jm

ATTACHMENT D: IRANIAN ENERGY DIVESTMENT CERTIFICATION

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.

1/31/24
Date



Signature
COMPTROLLER

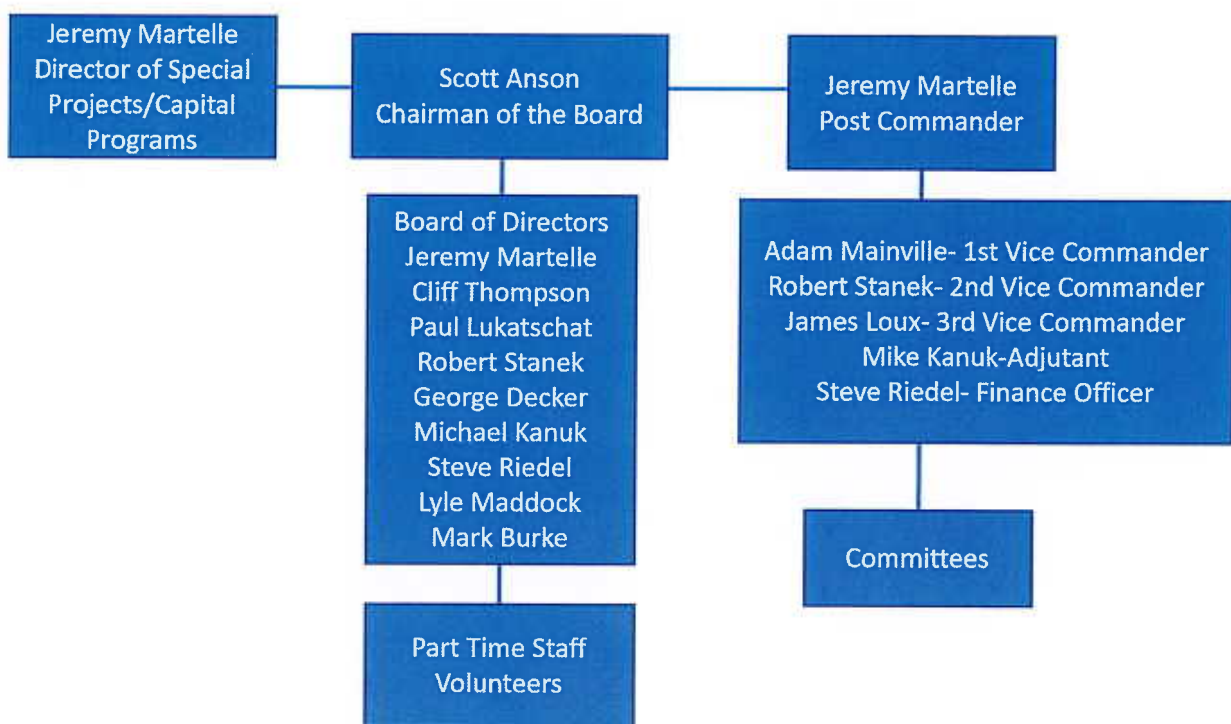
Title
BLANCHARD - CUNEO POST 104

Company Name

APPENDIX A: ORGANIZATIONAL CHART



BLANCHARD-CURREY POST #1040 ORGANIZATIONAL CHART



APPENDIX B: POST PHOTOS



Exterior Post Photo



Eisenhower Ballroom



Photo of existing stoves which are from the old post and from what we can tell are over 60 years old. The stoves operate intermittently and the last thank a vet dinner was almost canceled due to the lack of operation.



Photo of existing dishwasher which was originally installed in 1969. The equipment at that time was used and many believed it came from a ship.

APPENDIX C: EQUIPMENT CUT SHEETS WITH PRICING



Quotation

01/09/2024

Foodservice Equipment & Supplies

60 Commerce Avenue, Albany NY (518) 482-2111 Fax (518) 482-2112

Project:

Delmar Amer. Leg. Post #1040
Scott Hanson
16 W. Polar Dr.
Delmar, NY

From:

B&G Foodservice Equipment &
Supplies
Nick DeAngelo
60 Commerce Avenue
Albany, NY 12206-2043
(518) 482-2111

Project Code: 185102

Item	Qty	Description	Sell	Sell Total
1	1 ea	RANGE, 60", 6 BURNERS, 24" GRIDDLE  Garland/US Range Model No. G60-6G24RR G Starfire Pro Series Restaurant Range, gas, 60", (6) 33,000 BTU open burners, with cast iron top & ring grates, 24" x 23" x 5/8" thick smooth steel griddle plate, (2) standard ovens with 3 position rack guides with oven rack, stainless steel front, sides, plate rail, 2-piece back guard and shelf, 6" stainless steel legs with adjustable feet, 310,000 BTU, CSA Flame, CSA Star, cCSAus, NSF (Garland)	\$9,065.00	\$9,065.00
	1 ea	One year limited parts and labor warranty, covers products purchased and installed in the USA only, standard		
	1 ea	Natural gas, specify elevation if over 2,000 ft		
	1 ea	Griddle on left (must specify at time of order)		
	1 ea	Stainless steel backguard, with shelf, standard		
	1 st	Krowne 28-146S Krowne Threaded Stem Caster, swivel with brake, 5" diameter, 3/4"-10 x 1" threaded stem, 220 lbs per caster load capacity, grease resistant, raises height of equipment 6" (set of 4)	\$105.00	\$105.00
	1 ea	Krowne M10048K Royal Series Moveable Gas Connection Kit, 1" I.D., 48" long, stainless steel corrugated tubing & radial wrap with green antimicrobial PVC coating, quick disconnect, (1) full port gas valve, (2) 90° elbows, restraining cable with mounting hardware, 334,000 BTU/hr minimum flow capacity	\$250.00	\$250.00
ITEM TOTAL:				\$9,420.00
2	1 ea	WORK TABLE, 96", STAINLESS STEEL TOP	\$1,195.00	\$1,195.00

Item	Qty	Description	Sell	Sell Total
		John Boos Model No. ST6-3096SSK-X Work Table, 96"W x 30"D, 16/300 stainless steel flat top, with Stallion Safety Edge front & back, 90° turndown on sides, stainless steel legs & adjustable undershelf, adjustable bullet feet, NSF, CSA Sanitation, KD (Available in Effingham and Nevada)		
	1 ea	Standard flyer accessories only, NO modifications to flyer items allowed or their accessories		
	2 ea	DR2020SC S30 X Drawer, for 30"D work tables, 20"W x 20" front to back x 5" deep, stainless steel front & drawer pan, self-closing, roller bearing slides, NSF, for stainless steel table tops only (Available in Effingham and Nevada)	\$495.00	\$990.00
	1 ea	OS-ED 1296-X Economy Overshelf, double, 96"W x 12"D, adjustable lower shelf, square turndown edge, 18/300 stainless steel, CSA-Sanitation, NSF (Available in Effingham and Nevada) Note: To be placed in lieu of the "existing" steamtable.	\$370.00	\$370.00
ITEM TOTAL:				\$2,555.00
3	1 ea	WORK TABLE, 72", STAINLESS STEEL TOP John Boos Model No. ST6-3072SSK-X Work Table, 72"W x 30"D, 16/300 stainless steel flat top, with Stallion Safety Edge front & back, 90° turndown on sides, stainless steel legs & adjustable undershelf, adjustable bullet feet, NSF, CSA Sanitation, KD (Available in Effingham and Nevada)	\$1,028.00	\$1,028.00
	1 ea	Standard flyer accessories only, NO modifications to flyer items allowed or their accessories		
	2 ea	DR2015 S30 X Drawer, for 30"D work tables, 15"W x 20" front to back x 5" deep, stainless steel front & drawer pan, roller bearing slides, NSF, for stainless steel table tops only (Available in Effingham and Nevada)	\$312.00	\$624.00
	1 st	CAS01-R X Casters, 5", heavy duty, locking, for 1 5/8" diameter legs (set of 4) (Available in Effingham and Nevada)	\$130.00	\$130.00
	1 ea	X-CUTLEG Legs cut for casters for a standard 35.75" working height		
		ITEM TOTAL:		\$1,782.00
4	1 ea	CONVEYOR OVEN, ELECTRIC Lincoln Impinger Model No. 1180-1V Lincoln Impinger® Ventless II Oven Package, electric, single stack, now with easyTouch™ controls, includes (1) complete oven with glass access window, standard six finger setup, take-off shelf and high-stand with casters	\$18,448.00	\$18,448.00
	1 ea	1 yr. standard warranty, per oven		
	1 ea	NOTE: Must specify voltage & belt direction when ordering		
	1 ea	NOTE: This oven does not ship with a cordset, it must be ordered or otherwise provided		
	1 ea	Belt direction, right to left		
	1 ea	NOTE: New oven installations require an appropriate stand to be included with order		

Item	Qty	Description	Sell	Sell Total
			ITEM TOTAL:	\$18,448.00
5	1 ea	DISHWASHER, CONVEYOR TYPE Jackson WWS Model No. AJX-44CE Dishwasher, conveyor type, high temperature sanitizing, single tank design, adjustable conveyor speed, approximately (225) racks/hour capacity (0.68 gallons per rack), 25"H clearance through machine, stainless steel construction, electric tank heat, vent fan control, cETLus, NSF	\$18,638.00	\$18,638.00
	1 ea	All new Jackson manufactured dishmachines are warrantied to the original purchaser to be free from defects in material or workmanship, under normal use for 1 year from date of purchase.		
	1 ea	Right to left operation		
	1 ea	208V/60/3-ph, 57.0 amps		
	1 ea	AJ-DP Dual point connection - one connection point for tank heater(s); one connection point for pumps, motors and controls (AJ & AJX series electric conveyors)	\$632.00	\$632.00
	1 ea	05700-002-88-07 Table limit switch with strike plate (unmounted)	\$353.00	\$353.00
	1 ea	04820-100-04-07 Pressure Regulator, 1/2"	\$170.00	\$170.00
	1 ea	Hatco C-17-208-3-QS (QUICK SHIP MODEL) Compact Booster Heater, electric, 6 gallon storage capacity, electric operation, stainless steel front panel, powder-coated silver-gray hammertone body, 6" plastic non-adjustable legs, Castone® lined tank, 17.25kW, 208v/60/3-ph, NSF, cULus, Made in USA	\$2,755.00	\$2,755.00
	1 ea	Hatco NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details		
	1 ea	Hatco NOTE: Includes 24/7 parts & service assistance, call 414-671-6350		
	1 ea	Hatco One year parts & labor warranty, ten year warranty on Castone tank, standard		
			ITEM TOTAL:	\$22,548.00
6	1 ea	CLEAN DISHTABLE  John Boos Model No. JDTC-20-60L-X Dishtable, clean, straight design, 60"W x 30"D x 44"H overall size, for right-to-left operation, 10" boxed backsplash with 45° top & 2" return, rolled front & side rims, 16/300 stainless steel top, stainless steel legs, adjustable bracing, & bullet feet, NSF (Available in Effingham and Nevada)	\$665.00	\$665.00
			ITEM TOTAL:	\$665.00
7	2 ea	SHELVING, WALL MOUNTED John Boos Model No. BHS1660-X Shelf, wall mounted, 60"W x 16"D x 13"H overall size, 1 1/2" rear up turn, Stallion Safety Edge front, 18/300 stainless steel, NSF, KD (Available in Effingham and Nevada)	\$205.00	\$410.00

Item	Qty	Description	Sell	Sell Total
Note: For Bus Box Storage (replaces existing shelf).				
			ITEM TOTAL:	\$410.00
8	1 ea	DISHTABLE SORTING SHELF  John Boos Model No. PB-SRW-63-X Sorting Shelf, 63"W x 15-3/8"D X 16-1/2"H, holds (3) racks, wall mounted, solid, includes brackets, 18/300 stainless steel, NSF (Available in Effingham and Nevada)	\$290.00	\$290.00
			ITEM TOTAL:	\$290.00
9	1 ea	DISHTABLE SORTING SHELF  John Boos Model No. PB-SRW-42-X Sorting Shelf, 42"W x 15-3/8"D X 16-1/2"H, holds (2) racks, wall mounted, solid, includes brackets, 18/300 stainless steel, NSF (Available in Effingham and Nevada)	\$218.00	\$218.00
			ITEM TOTAL:	\$218.00
10	1 ea	DISHTABLE SORTING TABLE  John Boos Model No. BT6-3042SSK-X Mobile Sorting Table, 42" W x 30"D, 16/300 stainless steel flat top with marine edge, Stallion Safety Edge front and back, 90 degree turndown on sides, 18/300 stainless steel slanted sorting shelf, fixed midshelf, adjustable undershelf, & legs, 5" locking casters (Available in Effingham and Nevada) Note: For Soiled Drop-off. 	\$2,055.00	\$2,055.00
			ITEM TOTAL:	\$2,055.00
11	1 ea	REACH-IN FREEZER  True Mfg. General Foodservice Model No. T-23F-HC Freezer, reach-in, one section, 10°F, (1) solid door, (3) PVC coated adjustable wire shelves, interior lighting, stainless steel door, stainless steel front, aluminum sides, clear coated aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1 ph, 3.7 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA, ENERGY STAR® 1 ea NOTE: Commonly stocked model in right & left hinge; verify availability with factory 1 ea Self-contained refrigeration standard 1 ea 7 year compressor warranty, 6 years parts warranty, 5 year labor warranty standard. Please visit www.truemfg.com for specifics standard 1 ea Door hinged right standard 1 ea 4" stem castors, standard (adds 5" to OA height) Note: To be located with the Chest Freezer area next to the Kitchen. 	\$4,702.00	\$4,702.00
			ITEM TOTAL:	\$4,702.00
12	1 ea	REACH-IN REFRIGERATOR	\$5,005.00	\$5,005.00

If not able to provide all types of services outlined below, clearly indicate which thematic area(s) you are focusing on. Describe the volume of events, capacity for the number of veterans (including family members) to be served, and how your firm will leverage existing services and resources in the local veteran community. Include any additional information that will aid evaluators in understanding the breadth of your proposal. (1) Individual mentorship/support for veterans. Peer support exchanged between veterans is the central and most important element of the Dwyer programs. Some programs use an informal unassigned process, while others make use of formal mentor/mentee pairings. Many use the military concept of "Battle Buddies" to emphasize the supportive nature of mentorship. Alongside the traditional inperson exchange of support, individual mentorship can take place in many other shapes (via text, telephone, email, Zoom, etc.). (2) Individual mentorship/support for family members of veterans. Providing outreach and support to the family members of veterans is a highly effective way to impact veterans themselves. Particularly for those veterans most at risk of social isolation and hesitant to engage with a program, connecting with family members first has been found to be a creative and successful way to bring veterans to the Dwyer program. RFP4 Some programs have reported success hosting family events (e.g., cookouts, picnics) and others even host programs for children of veterans. (3) Regular group meetings for veterans and/or family members. Groups hosted by Dwyer programs have been an integral part of service for county programs. These groups can be hosted for veterans or their family members. The key factor in all groups is that they are peer-led and not run by mental health professionals. Examples include support groups (e.g., trauma, relationships, general topics), creative arts groups (e.g., art, crafts, poetry, writing, storytelling) or task-oriented groups that are designed for Veterans to work together to find solutions to various challenges. Although Dwyer programs do not provide clinical services, many host peer support groups for substance abuse challenges (e.g., AA, NA). One important aspect of hosting groups is to ensure that they are not described as treatment or therapeutic groups. Veterans seeking Dwyer support services look for true social supports and community with each other. Programs that host groups should avoid the perception that groups are of a professional therapeutic nature. (4) Social activities for veterans and/or family members. One of the most successful Dwyer program elements has been the hosting of social activities for veterans and their family members. These represent the true heart and soul of the Dwyer programs. A veteran who is reluctant to admit need or vulnerability or obtain help with a pressing issue may not agree to participate in a traditional program, but they might consider going on a social outing with other veterans with whom they can connect with. Examples include attending sporting events, fishing trips, hiking trips, pizza outings, movie nights, board game nights, etc. Organizations participating in Dwyer programs are encouraged to be creative in their development of meaningful social activities for veterans and family members. (5) Crisis intervention. Once a veteran is socially connected with peers through a Dwyer program, they will be more likely to reach out when in need or in a time of crisis. Dwyer programs are a crucial point of crisis intervention for veterans and family members. In most cases, a full-blown crisis can be avoided through conversation, connection, and support. In other cases, the Dwyer Peer Mentor can assist a veteran getting the professional help needed during a crisis. The opportunity for crisis intervention can provide a pathway into Dwyer participation for veterans who might otherwise be reluctant to engage. (6) "Warm Line" telephone support. Some Dwyer programs have reported success with telephone "warm lines", which are a publicly advertised means for veterans to call in and talk to another veteran. These services are not intended to serve a full crisis support capacity (as in traditional suicide prevention hotlines), but instead can provide an understanding ear for veterans who are socially isolated yet not ready to participate in Dwyer program activities. This program element suggests that Dwyer programs should consider alternative and non-traditional ways to connect with veterans who are hesitant about full engagement. (7) Animal-assisted supports (e.g., canine, equine).

Several Dwyer programs have developed animal-assisted program elements. These range from in-house service dog training programs to group visits to external equine programs. Some Dwyer programs develop partnerships with animal-assisted service programs so that the partnership program can bring services directly to the Dwyer program. Animal-assisted opportunities can also serve as a program recruitment tool, bringing in veterans who may not otherwise know about the Dwyer program. (8) Physical activities (e.g., hiking, running, cycling, kayaking). The opportunity for veterans to get together in pro-social physical activities have been a highly successful program element in Dwyer counties. Physical activities bring veterans together and provide a means of social engagement and program entry for those who might be described as otherwise reluctant to participate. Programs should consider creative ways to use participation in physical activities as a way to engage veterans. (9) Volunteerism opportunities. A common emphasis in military training is the concept of "service before self", meaning that soldiers are trained to prioritize service to others. Many veterans still relate to this philosophy, placing more importance on helping others than helping themselves. Examples include community clean-up efforts, home repairs for those in need, or building structures to improve home accessibility for those with disabilities. The chance to engage in mission driven, time-limited volunteer activities as a group can bond veterans together, build community, and offer chances for peer support. (10) Outreach/educational activities. Dwyer programs engage in some level of outreach as a means to connect with veterans in the community and recruit new participants. Examples range from the informal (talking to other veterans in natural community settings) to the formal (setting up informational tables at community resource fairs). Some programs offer various training and educational events to veterans in the community, which can empower veterans to take on an educational role to improve the community's understanding of issues relevant to veterans and their families. (11) Transportation services and/or linkage to community resources. For veterans in rural and remote areas, lack of transportation is a major life challenge. Some Dwyer programs have built transportation and linkage services into an array of program features. Transporting veterans to community appointments can be an effective way to build relationships while also offering a concrete and much needed resource. Veterans who are reluctant to participate in Dwyer services may be willing to accept a ride to an appointment. Transportation can thus be utilized as one important pathway into Dwyer service involvement. Some agencies hosting Dwyer programs may have specific policies regarding transportation.

Albany County Request for Contract Approval

Contract #	2024-1823
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFP
Department	NH6020 - Residential Health Care Facility
Date Submitted	Wednesday, March 27, 2024
Contact Person	Lucarelli, Andy
Contact Phone	1 (518) 213-8938
Vendor Info	M&J Engineering, P.C. 2003 Jericho Turnpike, New Hyde Park, NY 11040
Estimated Amount	\$62,415.00
Estimated Term	4/1/2024 to 3/31/2026 (Approximately 23 months)
Scope of Services	Provide testing and special inspection testing for the Shaker Place Garage and Parking Lot Extension Capital Project.
Budget Line Item	CAPIT - 2 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature



Daniel P. McCoy
County Executive

Mark S. Olsen
Executive Director

TO: The Honorable Daniel P. McCoy
Albany County Executive

The Honorable Joanne Cunningham
Chairwoman, Albany County Legislature

The Honorable Bruce Hidley
Albany County Clerk

FROM: Mark S. Olsen
Executive Director
Shaker Place Rehabilitation and Nursing Center

DATE: 03/27/2023

SUBJECT: M&J Engineering, P.C.

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract with M&J Engineering, P.C. for testing and special inspection services needed for the Shaker Place Garage and Parking Lot Extension ("Garage") capital project.

During the construction of the Garage capital project, testing and inspections are done by a third party to make sure materials are performing within set standards. The testing and inspection of the steel, concrete, masonry, earthworks, fabricated items and fire-resistant materials are to be performed during the project for compliance.

A Request for Proposal (RFP) was issued and three companies responded. M&J Engineering was the lowest responsible bidder. This contract request is for a twenty-four (24) month period commencing on April 1st, 2024 and conclude on March 31st, 2026. The total cost for the two (2) year period will be a not to exceed amount of \$62,415.00.

We respectfully request approval of this contract.



RFP #2024-012: Shaker Place Rehabilitation & Nursing Center and DPW Vehicle Storage Facility: Testing & Special Inspection Services

Proposal Rating Worksheet (1 - 5 Rating Scale)

Reviewer: MLM

Weight	ATLANTIC TESTING LABORATORIES (ATL)		COLLIERS ENGINEERING & DESIGN		M&J ENGINEERING P.C.	
	Rate	Score	Rate	Score	Rate	Score
80% Lump sum cost to provide all Testing and Special Inspections	\$85,691 2.5	2	\$82,925 3	2.4	\$62,415 4	3.2
10% Unit Prices	2.5	0.25	3	0.3	4	0.4
10% Qualifications and Experience	5	0.5	5	0.5	5	0.5
TOTALS:		2.75	3.2		4.1	

RFP #2024-012: Shaker Place Rehabilitation & Nursing Center and DPW Vehicle Storage Facility: Testing & Special Inspection Services

Proposal Rating Worksheet (1 - 5 Rating Scale)

Reviewer: J. Neri

Weight	ATLANTIC TESTING LABORATORIES (ATL)		COLLIERS ENGINEERING & DESIGN		M&J ENGINEERING P.C.	
	Rate	Score	Rate	Score	Rate	Score
80% Lump sum cost to provide all Testing and Special Inspections	\$85,691 2	1.6	\$82,925 3	2.4	\$62,415 4	3.2
10% Unit Prices	2	0.2	2	0.2	3	0.3
10% Qualifications and Experience	4	0.4	4	0.4	4	0.4
TOTALS:		2.2	3		3.9	

February 7th, 2024

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 Services for New Vehicle Storage Facility;
RFP #2024-012**

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 #2024-012

Proposal for Testing and Special Inspections for
the New Vehicle Storage Facility*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 19 years building a reputation for providing the highest quality of services. The following pages in this section contain:

- Company Overview
- Material Testing and Special Inspection Brochure
- Resumes of Key Personnel for the New Vehicle Storage Facility 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 New Vehicle Storage Facility Project, we refer you to two current projects. One is the NYSTA's Project Empire. This \$450M project will replace all of the Rest Stop Facilities from Yonkers to Buffalo. M&J has provided and continues to provide Special Inspections and Materials Testing for the Ardsley, Plattekill, New Baltimore, Ramapo, Malden and Ulster Rest Stops since March of 2023. These facilities encompass all of the inspection/testing elements required for the New Vehicle Storage Facility Project – subgrade, soil compaction, cast-in-place concrete, masonry, structural steel, smoke control, fire-resistant penetrations and joints, etc., in accordance with NYS BC requirements and the project construction documents.

The second project the Testing and Special Inspection Services for the Capitol District Juvenile Secure Detention Facility Project. M&J has been providing these services since May of 2023. We have consistently demonstrated our commitment to the project: providing all of the required resources when and where needed; scheduling appropriately qualified and experienced inspectors and technicians who show up on time; submitting comprehensive inspection reports and test results in a timely manner; and proactively working with the CM and Contractor to solve project issues without sacrificing schedule, safety or quality.

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.

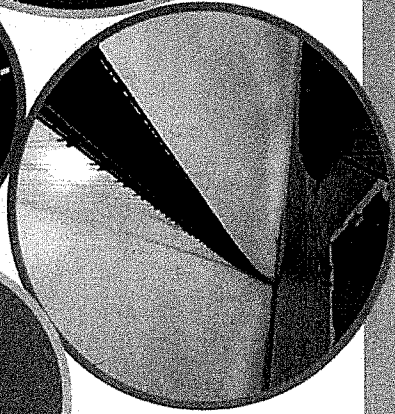
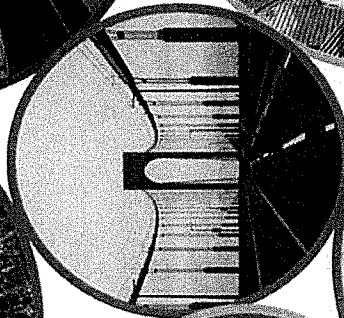
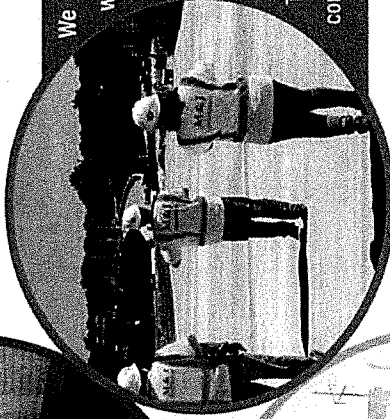
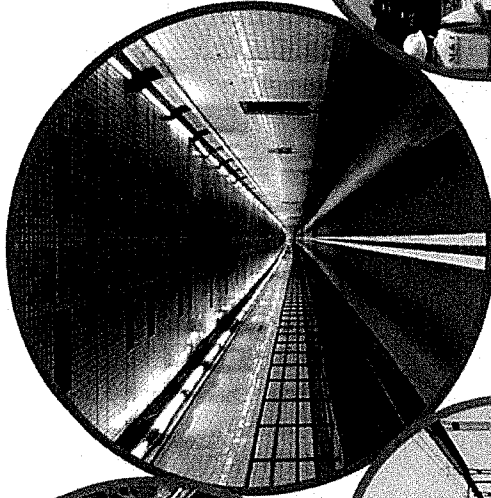
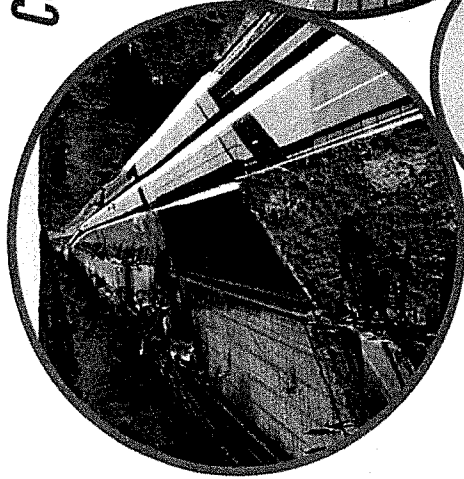
Our multidisciplinary staff includes: civil, tunnel, mechanical, coastal, electrical, chemical, environmental, sanitary, wastewater, water, security, electrical, and specialists; health and safety specialist; construction managers; resident engineers; construction/special inspectors; and technical administrative staff.

We don't like schedule delays, change orders, and interior 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.

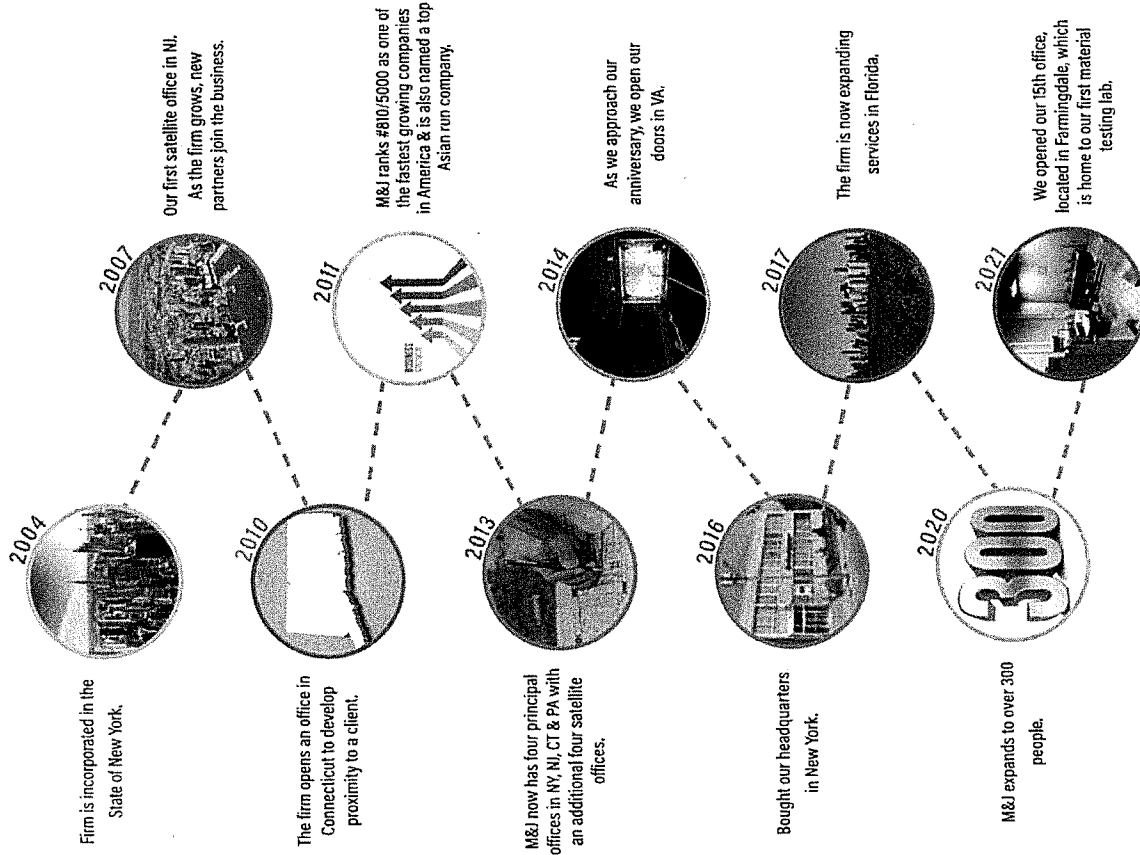
We look forward to working with you!

LEADING BY EXAMPLE



Maqsood 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.



Contact: Abdul Somat, P.E.
110 Bi County Boulevard, Suite 101
Farmingdale, NY 11735
(516) 821-7300 Ext. 356

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, SFRM 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:

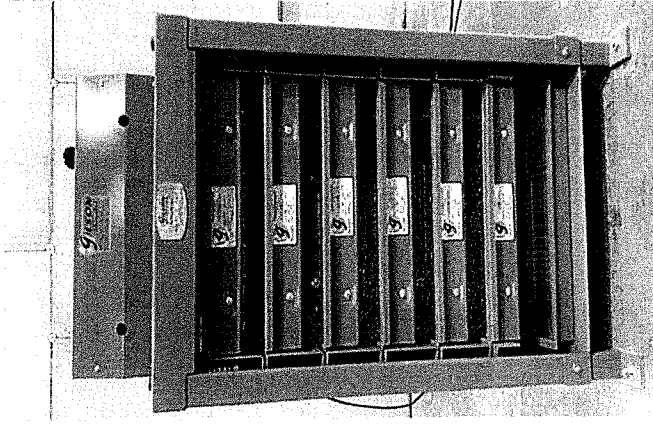
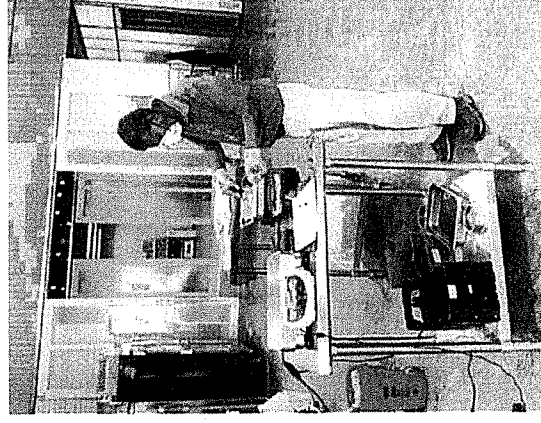
- Structural Steel - Welding
- Structural Steel - Details
- Structural Steel - High Strength Bolting
- Structural Cold-Formed Steel
- Concrete Cast-In-Place
- Concrete-Precast & Prestressed
- Masonry
- Subgrade Inspection/Soils-Site Preparation
- Subsurface/Soils Investigation (Boring/Test Pits)
- Deep Foundation/Piles
- Underpinning
- Evacuation - Sheet piling, 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"

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.

ABDUL SOMAT, P.E.

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

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.

DAVID PALHETE

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.

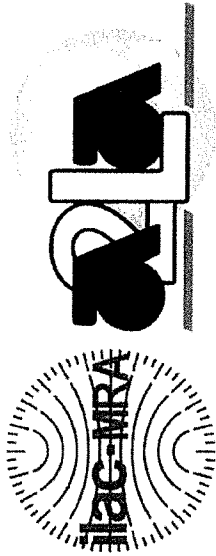
Hillsborough, NJ, 10/19 – 12/22, Field Engineer/Special Inspector for building, subway, and roadway construction, including inspecting soil compaction, rebar, concrete, masonry, spray applied fire resistant material, and bolting; and completing the daily activity report.

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.



Accredited Inspection Body

A2LA has accredited

M&J ENGINEERING, PC

Farmingdale, NY

for technical competence in and compliance with the

Inspection Body Accreditation Program

This inspection body is accredited in accordance with the recognized International Standard ISO/IEC 17020:2012 Conformity Assessment – Requirements for the operation of various types of bodies performing inspection. This accreditation demonstrates technical competence for a defined scope and the operation of a quality management system.

Presented this 6th day of July 2023.



Mr. Trace McInturff, Vice President, Accreditation Services
For the Accreditation Council
Certificate Number 5591.02
Valid to September 30, 2024

For the inspections to which this accreditation applies, please refer to the organization's Inspection Body Scope of Accreditation.



SCOPE OF ACCREDITATION TO ISO/IEC 17020:2012

M&J ENGINEERING, PC
110 BiCounty Boulevard
Farmingdale, NY 11735
Abdul Somat, PE Phone: 516 844 3436

INSPECTION BODY

Valid To: September 30, 2024

Certificate Number: 5591.02

In recognition of the successful completion of the A2LA evaluation process, accreditation is granted to this Type A inspection body for the following special inspections (including an assessment against the applicable New York City Special Inspection requirements) for the specific inspections identified below:

Description of Inspection	Procedure and/or Specification	Further Description of Inspection Activities	Product Type
Special Inspections	Rules of the City of New York, IRCNY 101-06, Appendix A; New York City Building Codes; The International Building Codes (IBC) 2014 and the 2022 NYC Building Code	The inspection of quality, workmanship and requirements for construction. Materials, inspection and testing shall conform to applicable standards listed in the family of Codes based on the International Building Codes (IBC) and each state's modifications to these codes and to the rules of the Local Code Officials. Specifically, New York City Chapter 1 of Title 28 of the Administrative Code for additional provisions relating to materials, testing and inspections.	
Structural Steel – Welding	BC 1704.3.1 (2014) BC 1705.2.1 (2022) SOP 001A, SOP 001B	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Structural Steel – Details	BC 1704.3.2 (2014) BC 1705.2.2 (2022) SOP 002	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Structural Steel – High Strength Bolting	BC 1704.3.3 (2014) BC 1705.2.3 (2022) SOP 003	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Structural Cold-Formed Steel	BC 1704.3.2 (2014) BC 1704.3.3 (2014) BC 1705.2.6 (2022) SOP 004	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations

(A2LA Cert. No. 5591.02) 07/06/2023

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Description of Inspection	Procedure and/or Specification	Further Description of Inspection Activities	Product Type
Concrete – Cast in Place	BC 1704.4 (2014) BC 1705.3 (2022) SOP 005	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Concrete- Precast	BC 1704.4 (2014) BC 1705.3 (2022) SOP 006	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Concrete- Prestressed	BC 1704.4 (2014) BC 1705.3 (2022) SOP 007	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Masonry	BC 1704.5 (2014) BC 1705.4 (2022) SOP 008	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Wood Construction – Prefabricated Wood I-Joists, Metal-plate-connected Wood Trusses, and High-load Diaphragms	BC 1704.6 (2014) SOP 009, SOP 010 and SOP 011	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Subsurface Conditions - Subgrade Inspection	BC 1704.7.1 (2014) BC 1705.6 (2022) SOP 012	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Subsurface Conditions – Fill Placement & In-Place Density	BC 1704.7.2 (2014) BC 1704.7.3 (2014) BC 1705.6 (2022) SOP 013	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Subsurface Investigations (Borings/Test Pits)	BC 1704.7.4 (2014) BC 1704.21.1.1 (2014) BC 1705.6 (2022) SOP 014	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Deep Foundation Elements	BC 1704.8 BC 1808, BC 1809, BC 1810 (2014) BC 1705.7 (2022) SOP015	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Helical Piles	BC 1704.8.5 (2014) BC 1705.9 (2022) SOP 016	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Vertical Masonry Pile Elements	BC 1704.9 (2014) BC 1705.19 (2022) SOP 017	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations



Description of Inspection	Procedure and/or Specification	Further Description of Inspection Activities	Product Type
Wall Panels, Curtain Walls, and Veneers	BC 1704.10 (2104) BC 1705.20 (2022) SOP 018	Compliance with filed plans, approved submittals	General Building Construction
Sprayed fire-resistant materials	BC 1704.11; BC 1704.12 (2104) BC 1705.14 (2022) SOP 019	Compliance with filed plans, approved submittals	Fire Protection Systems & Fire-Resistant Construction
Mastic and Intumescent Fire-resistant Coatings	BC 1704.12 (2104) BC 1705.15 (2022) SOP 020	Compliance with filed plans, approved submittals	Fire Protection Systems & Fire-Resistant Construction
Exterior Insulation and Finish Systems (EIFS)	BC 1704.13 (2104) BC 1704.13 (2014) SOP 021	Compliance with filed plans, approved submittals	General Building Construction
Alternative Materials	BC 1712.1 (2014) BC 1707.1 (2022) SOP 022	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Smoke Control Systems	BC 1704.15 (2014) BC 1705.18 (2022) SOP 023	Compliance with filed plans, approved submittals	Fire Protection Systems & Fire-Resistant Construction
Mechanical Systems	BC 1704.16 (2014) SOP 024	Compliance with filed plans, approved submittals	Fire Protection Systems & Fire-Resistant Construction
Fuel-Oil Storage and Fuel-Oil Piping Systems	BC 1704.17 (2014) BC 1705.22 (2022) SOP 025	Compliance with filed plans, approved submittals	Plumbing & Mechanical Systems
High-Pressure Steam Piping (Welding)	BC 1704.18 (2014) BC 1705.23 (2022) SOP 026	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
High Temperature Hot Water Piping (Welding)	BC 1704.18 (2014) BC 1705.23 (2022) SOP 027	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Structural Stability – Existing Buildings	BC 1704.20.2 (2014) BC 1705.25.1 (2022) SOP 028	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Excavations – Sheet piling, Shoring, and Bracing	BC 1704.20.2 (2014) BC 1705.25.3 (2022) SOP 030	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations

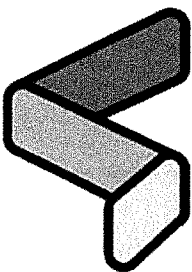


Description of Inspection	Procedure and/or Specification	Further Description of Inspection Activities	Product Type
Underpinning	BC 1704.21; BC 1814 (2014) SOP 031	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Mechanical Demolition	BC 1704.20.4 (2014) BC 1705.25.5+ (2022) SOP 032	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Raising and Moving of a Building	BC 1704.25 (2014) BC 1705.25.6 (2022) SOP 033	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Sprinkler Systems	BC 1704.23 (2014) BC 1705.29 (2022) SOP 038	Compliance with filed plans, approved submittals	Fire Protection Systems & Fire-Resistant Construction
Standpipe Systems	BC 1704.24 (2014) BC 1705.30 (2022) SOP 039	Compliance with filed plans, approved submittals	Fire Protection Systems & Fire-Resistant Construction
Heating Systems	BC 1704.25 (2014) BC 1705.31 SOP 040	Compliance with filed plans, approved submittals	Fire Protection Systems & Fire-Resistant Construction
Chimney	BC 1704.26 (2014) BC 1705.32 (2022) SOP 041	Compliance with filed plans, approved submittals	General Building Construction
Fire-resistant Penetrations and Joints	BC 1704.11 (2014) BC 1705.17 (2022) SOP 042	Compliance with filed plans, approved submittals	Fire Protection Systems & Fire-Resistant Construction
Luminous Egress Path Markings	BC 1704.30; BC 1024.8 (2014) BC 1705.35 (2022) SOP 045	Compliance with filed plans, approved submittals	General Building Construction
Emergency and Standby Power Systems (Generators)	BC 1704.31 (2014) BC 1705.36 (2022) SOP 046	Compliance with filed plans, approved submittals	Fire Protection Systems & Fire-Resistant Construction
Post-Installed Anchors	BC 1704.32 (2014) BC 1705.37 (2022) SOP 047	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Seismic Isolation Systems	BC 1707.8 (2014) BC 1705.12.5 (2022) SOP 048	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations

Description of Inspection	Procedure and/or Specification	Further Description of Inspection Activities	Product Type
Tenant Protection Plan Compliance	BC 1705.26 (2022)	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Wood - Seismic Resistance	BC 1705.5.5 (2022)	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Construction Utilizing CLT or SCL, Type IV	BC 1705.5.6 (2022)	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Prestressed Rock and Soil Anchors	BC 1705.8.1 (2022)	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Underpinning & Alt Methods of Support of Bldgs & Adjacent Property	BC 1705.25.4 (2022)	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Combustible Exterior Wall Coverings	BC 1705.16 (2022)	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Construction Operations Influencing Adjacent Structures	BC 1705.25.2 (2022)	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Exhaust And Vent Systems in Plenums and Ducts	BC 1705.39 (2022)	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Open-Web Steel Joists and Joist Girders	BC 1705.2.7 (2022)	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Designated Seismic System	BC 1705.12.1 (2022)	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Seismic Resistance of Access Floors	BC 1705.12.2 (2022)	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations

Description of Inspection	Procedure and/or Specification	Further Description of Inspection Activities	Product Type
Seismic Resistance of Storage Racks	BC 1705.12.4 (2022)	Compliance with filed plans, approved submittals	Structural Materials & Construction Operations
Ultrasonic Inspection - Contact Straight Beam; Contact Angled Beam	M&J-NDT-UT 001 AWS D1.1 Clause 8	Compliance with filed plans and approved submittals	NDE Inspections
Magnetic Particle Inspection - Yoke – Visible	M&J-NDT-MT001 AWS D1.1 Clause 8	Compliance with filed plans and approved submittals	NDE Inspections
Standard Specification for Agencies Engaged in Construction Inspection, Testing or Special Inspection	ASTM E329-14	This specification defines the minimum requirements for agencies engaged in: a) Inspection of construction activities and materials used in construction and c) Special Inspection	





AASHTO
ACCREDITED

CERTIFICATE OF ACCREDITATION

AMERICAN ASSOCIATION
OF STATE HIGHWAY AND
TRANSPORTATION OFFICIALS

AASHTO

M & J Engineering, P.C.

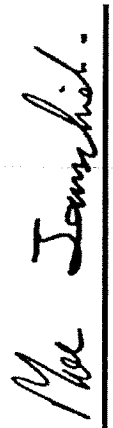
in

Farmingdale, New York, USA

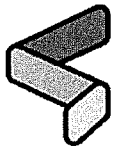
has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).


Jim Tymon,
AASHTO Executive Director


Moe Jamshidi,
AASHTO COMP Chair

This certificate was generated on 01/04/2023 at 10:04 AM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory



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ACCREDITED

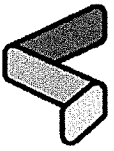
SCOPE OF AASHTO ACCREDITATION FOR:

M & J Engineering, P.C.

in Farmingdale, New York, USA

Quality Management System

Standard:		Accredited Since:
R18	Establishing and Implementing a Quality System for Construction Materials Testing Laboratories	07/20/2021
C1077 (Aggregate)	Laboratories Testing Concrete and Concrete Aggregates	07/20/2021
D3666 (Aggregate)	Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials	07/20/2021
D3666 (Asphalt Mixture)	Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials	07/20/2021
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
E329 (Aggregate)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	07/20/2021
E329 (Asphalt Mixture)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	07/20/2021
E329 (Soil)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	08/26/2021



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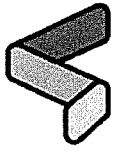
SCOPE OF AASHTO ACCREDITATION FOR:

M & J Engineering, P.C.

in Farmingdale, New York, USA

Asphalt Mixture

Standard:		Accredited Since:
T30	Mechanical Analysis of Extracted Aggregate	08/26/2021
T166 (Cores)	Bulk Specific Gravity of Compacted Hot Mix Asphalt Using Saturated Surface-Dry Specimens (Cores)	07/20/2021
T209	Maximum Specific Gravity of Hot Mix Asphalt Paving Mixtures	07/20/2021
T269	Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures	07/20/2021
T308	Determining the Asphalt Content of Hot Mix Asphalt (HMA) by the Ignition Method	08/26/2021
D2041	Maximum Specific Gravity of Hot Mix Asphalt Paving Mixtures	07/20/2021
D2726 (Cores)	Bulk Specific Gravity of Compacted Hot Mix Asphalt Using Saturated Surface-Dry Specimens (Cores)	07/20/2021
D3203	Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures	07/20/2021
D5444	Mechanical Analysis of Extracted Aggregate	08/26/2021
D6307	Determining the Asphalt Content of Hot Mix Asphalt (HMA) by the Ignition Method	08/26/2021



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ACCREDITED

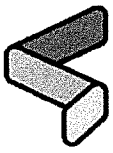
SCOPE OF AASHTO ACCREDITATION FOR:

M & J Engineering, P.C.

in Farmingdale, New York, USA

Soil

Standard:		Accredited Since:
R58	Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test	08/26/2021
T88	Particle Size Analysis of Soils by Hydrometer	08/26/2021
T89	Determining the Liquid Limit of Soils (Atterberg Limits)	07/20/2021
T90	Plastic Limit of Soils (Atterberg Limits)	07/20/2021
T99	The Moisture-Density Relations of Soils Using a 5.5 lb [2.5 kg] Rammer and a 12 in. [305 mm] Drop	07/20/2021
T180	Moisture-Density Relations of Soils Using a 10 lb [4.54 kg] Rammer and an 18 in. [457 mm] Drop	07/20/2021
T265	Laboratory Determination of Moisture Content of Soils	07/20/2021
D421	Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test	08/26/2021
D422	Particle Size Analysis of Soils by Hydrometer	08/26/2021
D698	The Moisture-Density Relations of Soils Using a 5.5 lb [2.5 kg] Rammer and a 12 in. [305 mm] Drop	07/20/2021
D1557	Moisture-Density Relations of Soils Using a 10 lb [4.54 kg] Rammer and an 18 in. [457 mm] Drop	07/20/2021
D2216	Laboratory Determination of Moisture Content of Soils	07/20/2021
D4318	Determining the Liquid Limit of Soils (Atterberg Limits)	07/20/2021
D4318	Plastic Limit of Soils (Atterberg Limits)	07/20/2021



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ACCREDITED

SCOPE OF AASHTO ACCREDITATION FOR:

M & J Engineering, P.C.

in Farmingdale, New York, USA

Aggregate

Standard:	Accredited Since:
R76 Reducing Samples of Aggregate to Testing Size	07/20/2021
T11 Materials Finer Than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing	07/20/2021
T27 Sieve Analysis of Fine and Coarse Aggregates	07/20/2021
T84 Specific Gravity (Relative Density) and Absorption of Fine Aggregate	07/20/2021
T85 Specific Gravity and Absorption of Coarse Aggregate	07/20/2021
C117 Materials Finer Than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing	07/20/2021
C127 Specific Gravity and Absorption of Coarse Aggregate	07/20/2021
C128 Specific Gravity (Relative Density) and Absorption of Fine Aggregate	07/20/2021
C136 Sieve Analysis of Fine and Coarse Aggregates	07/20/2021
C702 Reducing Samples of Aggregate to Testing Size	07/20/2021



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NYC Department of Buildings

License Details

=== CONCRETE TEST LAB ===
ABDUL S SOMAT

Date Issued: 08/08/2022 License #: 000129
Status: A - ACTIVE Expiration: 09/29/2024
City Employee: No
Office Address: 2003 JERICHO TURNPIKE NORTH NEW HYDE PARK, NY 11040
Business Phone: 516-240-4720

Business 1 : M&J ENGINEERING P.C

Insurance Type		Policy	Required	Company	Expiration Date
General Liability			No		
Workers' Compensation			No		
Disability			No		

Endorsements

None

If you have any questions please review these [Frequently Asked Questions](#), the Glossary, or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.



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NYC Department of Buildings
License Details

*** SPECIAL INSPECTION AGENCY ***
M & J ENGINEERING PC

Date Registered: 09/15/2019 License #: D07419
 Status: A-ACTIVE Expiration: 09/22/2025
 Office Address: 2003 JERICHO TURNPIKE NEW HYDE PARK, NY 11040
 Business Phone: 516-821-7300

Agency Information

Agency Name: M & J ENGINEERING PC
 Owner Name: MALIK MAGSOOD
 Owner Phone:
 Agency Address: 2003 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 PFISTERER
 License Type: PROFESSIONAL ENGINEER License No: 088567
 Title: TECHNICAL DIRECTOR
 Name: HOSAM HAJDI
 License Type: PROFESSIONAL ENGINEER License No: 081127
 Title: DIRECTOR OF SPECIAL INSP
 Name: ABDUL S SOMAT

Class	Number	Special Inspections Special Inspections	Code/Section
01 - CLASS 1	RC1000	FLOOD ZONE COMPLIANCE	BC 1704.29 (2014), BC 1005.20(2014), BC 1705.35 (2022), BC 1025.8 (2022)
01 - CLASS 1	RC1002	LUMINOUS EGRESS PATH MARKINGS	BC 1704.30(2014), BC 10240(2014), BC 1705.35(2022), BC 1025.8(2022)
01 - CLASS 1	RC1003	EMERGENCY & STANDBY POWER SYSTEMS (GENERATORS)	BC 1704.31 (2014), BC 1705.36 (2022)
01 - CLASS 1	RC1004	STRUCTURAL STEEL - WELDING	BC 1704.3.1 (2014)
01 - CLASS 1	RC1005	STRUCTURAL STEEL - HIGH STRENGTH BOLTING	BC 1704.3.3 (2014), BC 1705.2.3 (2022)
01 - CLASS 1	RC1006	STRUCTURAL COLD-FORMED STEEL	BC 1704.3.4 (2014), BC 1705.2.6 (2022)
01 - CLASS 1	RC1007	CONCRETE - CAST-IN-PLACE	BC 1704.4 (2014), BC 1705.3 (2022)
01 - CLASS 1	RC1008	CONCRETE - PRECAST	BC 1704.4 (2014), BC 1705.3 (2022)
01 - CLASS 1	RC1009	CONCRETE - PRESTRESSED	BC 1704.4 (2014), BC 1705.3 (2022)
01 - CLASS 1	RC1012	MASONRY	BC 1704.5 (2014), BC 1705.4 (2022)
01 - CLASS 1	RC1016	WOOD - PREFABRICATED JOISTS	BC 1704.6.3 (2014), BC 1705.5.3 (2022)
01 - CLASS 1	RC1017	SUBGRADE INSP / SOILS-SITE PREP	BC 1704.7.1 (2014), BC 1705.6 (2022)
01 - CLASS 1	RC1018	SUBSURFACE / SOILS-FILL PLACEMENT IN-PLACE DENSITY	BC 1704.7.2 (2014), BC 1704.7.3 (2014), BC 1705.6 (2022)
01 - CLASS 1	RC1019	SUBSURFACE / SOILS INVESTIGATION (BORINGS/TEST PITS)	BC 1704.7.4 (2014), BC 1705.6 (2022)
01 - CLASS 1	RC1020	DEEP FOUNDATIONS / PILES	BC 1704.6 (2014), BC 1705.7 (2022)
01 - CLASS 1	RC1022	UNDERPINNING (2014)	BC 1704.20.3 (2014), BC 1814 (2014)
01 - CLASS 1	RC1023	WALL PANELS, CURTAIN WALLS, AND VENEERS	BC 1704.10 (2014), BC 1705.20 (2022)
01 - CLASS 1	RC1024	SPRAYED FIRE-RESISTANT MATERIALS	BC 1704.11 (2014), BC 1705.14 (2022)
01 - CLASS 1	RC1025	EXTERIOR INSULATION AND FINISH SYSTEMS (EIFS) (2014)	BC 1704.13 (2014)
01 - CLASS 1	RC1026	SMOKE CONTROL SYSTEMS	BC 1704.15 (2014), BC 1705.18 (2022)
01 - CLASS 1	RC1027	MECHANICAL SYSTEMS	BC 1704.16 (2014), BC 1705.21 (2022)
01 - CLASS 1	RC1028	FUEL-OIL STORAGE AND FUEL-OIL PIPING SYSTEMS	BC 1704.17 (2014), BC 1705.22 (2022)
01 - CLASS 1	RC1029	HIGH-PRESSURE STEAM PIPING (WELDING)	BC 1704.18 (2014), BC 1705.23 (2022)
01 - CLASS 1	RC1030	FUEL-GAS PIPING (WELDING)	BC 1704.19 (2014), BC 1705.24 (2022)
01 - CLASS 1	RC1031	STRUCTURAL STABILITY - ALTERATIONS OF EXISTING BUILDINGS	BC 1704.20.1 (2014), BC 1705.25.1 (2022)
01 - CLASS 1	RC1032	DEMOLITION	BC 1704.20.4 (2014), BC 1705.25.5.1 (2022)
01 - CLASS 1	RC1033	EXCAVATION - SHEETING, SHORING, AND BRACING	BC 1704.20.2 (2014), BC 1705.25.3 (2022)
01 - CLASS 1	RC1034	SOIL PERC. TEST-PVT ON-SITE STORM WATER DRAINAGE DISPOSAL SYS & D	BC 1704.21.1.2 (2014), BC 1705.27.1.2 (2022)
01 - CLASS 1	RC1036	PVT ON-SITE STORM WATER DISPOSAL SYSTEMS & DETENTION FACIL., INSTA	BC 1704.21.2 (2014), BC 1705.27.2 (2022)
01 - CLASS 1	RC1038	SPRINKLER SYSTEMS	BC 1704.23 (2014), BC 1705.29 (2022)
01 - CLASS 1	RC1039	STANDPIPE SYSTEMS	BC 1704.24 (2014), BC 1705.30 (2022)
01 - CLASS 1	RC1040	HEATING SYSTEMS	BC 1704.25 (2014), BC 1705.31 (2022)
01 - CLASS 1	RC1041	CHIMNEYS AND VENTS	BC 1704.26
01 - CLASS 1	RC1042	FIRE-RESISTANT PENETRATIONS AND JOINTS (FIRESSTOP)	BC 1704.27 (2014), BC 1705.17 (2022)
01 - CLASS 1	RC1044	SEISMIC ISOLATION SYSTEMS	BC 1707.8 (2014), BC 1705.12.5 (2022)
01 - CLASS 1	RC1047	RAISING AND MOVING OF A BUILDING	BC 1704.20.5 (2014), BC 1705.25.6 (2022)
01 - CLASS 1	RC1048	STRUCTURAL STEEL - DETAILS	BC 1704.3.2 (2014), BC 1705.2.2 (2022)
01 - CLASS 1	RC1049	HELICAL PILES FOUNDATION (BB # 2014-020)	BC 1704.6.5 (2014), BC 1705.9 (2022)
01 - CLASS 1	RC1050	MASTIC AND INTUMESCENT FIRE-RESISTANT COATINGS	BC 1704.12 (2014), BC 1705.15 (2022)
01 - CLASS 1	RC1052	POST-INSTALLED ANCHORS	BC 1704.32 (2014), BC 1705.37 (2022)
01 - CLASS 1	RC1053	COMBUSTIBLE EXTERIOR WALL COVERINGS	BC 1705.10 (2022)
01 - CLASS 1	RC1054	UNDERPINNING & ALT METHODS OF SUPPORT OF BLDGS & ADJACENT PROPERTY	BC 1705.25.4 (2022), BC 1817 (2022)
01 - CLASS 1	RC1055	OPEN-WEB STEEL JOISTS AND JOIST GIRDERS	BC 1705.2.7 (2022)
01 - CLASS 1	RC1056	DESIGNATED SEISMIC SYSTEM	BC 1705.12.1 (2022)
01 - CLASS 1	RC1057	SEISMIC RESISTANCE OF ACCESS FLOORS	BC 1705.12.2 (2022)
01 - CLASS 1	RC1058	SEISMIC RESISTANCE OF PLUMBING, MECHANICAL, FUEL GAS, AND ELECTRICAL	BC 1705.12.3 (2022)
01 - CLASS 1	RC1059	SEISMIC RESISTANCE OF STORAGE RACKS	BC 1705.12.4 (2022)
01 - CLASS 1	RC1060	CONSTRUCTION OPERATIONS INFLUENCING ADJACENT STRUCTURES	BC 1705.25.2 (2022)
01 - CLASS 1	RC1062	EXHAUST AND VENT SYSTEMS IN PLENUMS AND DUCTS	BC 1705.39 (2022)
01 - CLASS 1	RC1063	WOOD - SEISMIC RESISTANCE	BC 1705.5.5 (2022)
01 - CLASS 1	RC1064	CONSTRUCTION UTILIZING CLT OR SCL TYPE IV	BC 1705.5.6 (2022)
01 - CLASS 1	RC1065	PRESTRESSED ROCK AND SOIL ANCHORS	BC 1705.8.1 (2022)
01 - CLASS 1	RC1066	TENANT PROTECTION PLAN COMPLIANCE	BC 1705.26 (2022)

If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

State of New York
Department of State } ss:

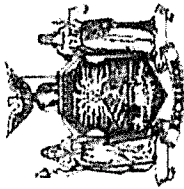
I hereby certify, that the Certificate of Incorporation of M & J ENGINEERING, P.C. was filed on 11/23/2004, with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and 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 New Vehicle Storage Facility Project.

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 New Vehicle Storage Facility 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.

Note: M&J has been providing Testing and Special Inspection Services for the Capitol District Juvenile Secure Detention Facility Project since May of 2023. We have consistently demonstrated our commitment to the project: providing all of the required resources when and where needed; scheduling appropriately qualified and experienced inspectors and technicians who show up on time; submitting comprehensive inspection reports and test results in a timely manner; and proactively working with the CM and Contractor to solve project issues without sacrificing schedule, safety or quality.

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 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 New Vehicle Storage Facility 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: Albany County Shaker Place Rehabilitation and Nursing Center & Albany County Department of Public Works New Vehicle Storage Facility
Testing and Special Inspection Services
RFP Number: #2024-012

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
1/29/2024	#1
2/5/2024	#2

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

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

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

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

7. Communication concerning this Proposal shall be addressed to:

Richard Hallahan, PE

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: Albany County Shaker Place Rehabilitation and Nursing Center & Albany County Department of Public Works New Vehicle Storage Facility

Testing and Special Inspection Services

RFP Number: #2024-012

1. All bid prices must include all materials, labor, equipment, incidentals, and other associated costs.
2. ALL prices are to include all costs for supervision, labor, equipment, supplies, travel, administration and engineering costs, preparation of reports and required certifications, plus all applicable overhead, taxes, insurance, benefits and profits.
3. Lump Sum Bid include shall include a \$5,000.00 Contingency Allowance (as noted on separate Bid Pricing Spreadsheet) for additional work discovered during construction beyond scope of work indicated on drawings and specifications. The Contingency Allowance shall only be used as directed and authorized by the Owner/Construction Manager.

LUMP SUM TOTAL BID: \$ 62,415.00

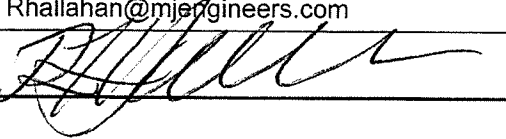
(Total Bid as computed from separate attached Bid Pricing Worksheet)

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Albany County Shaker Place Rehabilitation and Nursing Center & Albany
County Department of Public Works New Vehicle Storage Facility
Testing and Special Inspection Services
RFP Number: #2024-012

COMPANY: M&J Engineering, D.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@mjeengineers.com
SIGNATURE AND TITLE 
DATE 2/7/2024

Cost Proposal Breakdown for:

Testing and Special Inspections for the County of
Albany New Vehicle Storage Facility
RFP Number: 2024-012

Inspection Category:**Structural Steel**

	Full Days	Half Days	FD Rate	HD Rate	Ext. Cost
*1 Structural Bolting/Welding	0	15	\$ 750.00	\$ 420.00	\$ 6,300.00
2 Cold Formed Metal Framing	0	0	\$ 700.00	\$ 400.00	\$ -
3 Magnetic Particle testing	0	0	\$ 750.00	\$ 420.00	\$ -
4 Fabrication Shop	0	2	\$ 750.00	\$ 420.00	\$ 840.00
5 Ultrasonic Testing	0	2	\$ 750.00	\$ 420.00	\$ 840.00

Concrete Construction

	Full Days	Half Days	FD Rate	HD Rate	Ext. Cost
6 Cast-in-Place Concrete	0	10	\$ 500.00	\$ 350.00	\$ 3,500.00
7 Concrete Placement/Field Testing	25	25	\$ 400.00	\$ 300.00	\$ 17,500.00
8 Prestressed Concrete	0	0	\$ 800.00	\$ 500.00	\$ -
9 Post Installed Anchors	0	0	\$ 750.00	\$ 420.00	\$ -
10 Floor Flatness Testing	0	0	\$ 1,000.00	\$ -	\$ -
11 Moisture Testing	12	Each	\$ 100.00	\$ -	\$ 1,200.00
12 Test Sample Pick-up	10	Trips	\$ 75.00	\$ -	\$ 750.00
13 Compressive Strength Testing	120	Each	\$ 15.00	\$ -	\$ 1,800.00

Structural Masonry

	Full Days	Half Days	FD Rate	HD Rate	Ext. Cost
14 Masonry Inspection		6	\$ 550.00	\$ 360.00	\$ 2,160.00

Earthwork

	Full Days	Half Days	FD Rate	HD Rate	Ext. Cost
15 In-Place Density	12	12	\$ 400.00	\$ 275.00	\$ 8,100.00
16 Subgrade	0	12	\$ 900.00	\$ 500.00	\$ 6,000.00
17 Nuclear Density Gauge	25	0	\$ 75.00	\$ -	\$ 1,875.00

Fabricated Items

	Full Days	Half Days	FD Rate	HD Rate	Ext. Cost
18 Off-site Inspections		0	\$ -	\$ 600.00	\$ -

Asphalt Inspections

	Full Days	Half Days	FD Rate	HD Rate	Ext. Cost
19 HMA Field Inspection	0	4	\$ 400.00	\$ 275.00	\$ 1,100.00
20 Nuclear Density Gauge	4	0	\$ 75.00	\$ -	\$ 300.00

Sprayed Fire-Resistant Materials

	Full Days	Half Days	FD Rate	HD Rate	Ext. Cost
21 SFRM Inspection	0	0	\$ 550.00	\$ 360.00	\$ -

Fire-Resistant Penetrations and Joints

	Full Days	Half Days	FD Rate	HD Rate	Ext. Cost
22 Fire-resistant Penetrations & Joints	0	2	\$ 400.00	\$ 275.00	\$ 550.00

Project Management

	Hours	Rate	Ext. Cost
23 Project Management	20	\$ 125.00	\$ 2,500.00
24 PE - Project Oversight	12	\$ 175.00	\$ 2,100.00

25 Contingency

Lump Sum \$ 5,000.00

Additional Testing (if required)

	# of Tests	Unit Rate	Ext. Cost
Sieve & Proctor Combo	0	\$ 300.00	\$ -
SFRM Density	0	\$ 35.00	\$ -

TOTAL COST \$ 62,415.00

* Numbers in first column correspond to the numbering on RFP pages BF5 and BF6. All of the requirements for each item are as fully described on Pages BF5 and BF6

** Rates have been provided for items with zero quantities for clients use

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

2/6/2024

Date

M&J Engineering, D.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 7 day of February, 2024, before me personally appeared Maqsood 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, 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.

Zaka U Khawaja

ZAKA U KHAWAJA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KH6264299
If Partnership Qualified in Queens County
Commission Expires June 25, 2024

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 New York

Qualified in _____

Commission Expires _____

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 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 917-613-2265 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
c) NAME	TITLE	d) NAME
TITLE Executive Vice President		
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.		
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 		
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No		

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

FEIN

Date 2/7/2024

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

2/6/2024

Date

M&J Engineering, D.P.C.

Company Name

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

SHAKER PLACE REHABILITATION AND NURSING CENTER AND THE DEPARTMENT OF PUBLIC WORKS



INSERT RFP#2024-012

TESTING AND SPECIAL INSPECTION SERVICES FOR NEW VEHICLE STORAGE FACILITY

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

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

TITLE: Testing and Special Inspection Services for New Vehicle Storage Facility
RFP NUMBER: 2024-012

Receipt Confirmation Form

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

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

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

☐ **Yes** / ☐ **No**

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

Fax Number: _____ E-Mail _____

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

NON-PROPOSER RESPONSE

RFP #2024-012

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2024-012**

Sealed Proposals for **Testing and Special Inspection Services for new Vehicle Storage Facility** as requested by Albany County Shaker Place Rehabilitation and Nursing Center and Albany County Department of Public Works will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, February 9, 2024 and or electronic submission Bid Net, Empire State Purchasing Group.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, **starting** by close of business (4:30 p.m.) on January 25, 2024.

Pamela O Neill
Purchasing Agent

Dated: *January 22, 2024*
Albany, New York

PUBLISH ONE DAY – **JANUARY 25, 2024** -- THE EVANGELIST
PUBLISH ONE DAY – **JANUARY 25, 2024** -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
Albany County Shaker Place Rehabilitation and Nursing Center
&
Albany County Department of Public Works
New Vehicle Storage Facility
Testing and Special Inspection Services
RFP #2024-012

RFP DISTRIBUTION- IMPORTANT NOTICE

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

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

SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking proposals for **Testing and Special Inspection Services** as requested by **Albany County Department of General Services**.
- 1.2 Successful firm shall provide all Testing and Special Inspection Services based on, but not limited to Project Construction Drawings, Project Manual Specifications and Project Bid Addendums #1 - #6 related to the **New Vehicle Storage Facility and ancillary structures located at Hill House Road, Albany, NY 12211**.
- 1.3 Successful Firm shall provide all necessary labor, supervision, administration, equipment, materials, supplies, transportation and engineering certifications and incidental items required to provide on-site Testing & Inspection Services as required by the projects construction documents.
- 1.4 The project is construction of a new vehicle storage facility, approximately 22,800 square feet to be shared by Shaker Place Nursing and Rehabilitation Center and Albany County Department of Public Works. A separate fueling station, salt storage structure, and storage building. Occupancy Classification – Storage Group S-1, Construction Type – IIB. The cover for the new salt storage structure is to be relocated from the existing facility, and other Work indicated in the Contract Documents.
- 1.5 Project will be constructed under coordinated, concurrent multiple contracts. See Division 1 Section “Summary of Multiple Contracts” for a description of work included under each of the multiple contracts and for the responsibilities of the Project coordinator.

Contracts for the Project include the following:

- a. General Construction
- b. Mechanical Construction
- c. Plumbing Construction
- d. Electrical Construction
- e. Fire Sprinkler Construction

1.6 The proposal for the Testing and Special Inspection Services shall be based off of a Lump Sum - Not to Exceed Amount, Unit Prices and Qualifications.

1.7 See Section 4 below for additional information.

SECTION 2: RECEIPT OF PROPOSALS

2.1 Three (3) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on Friday, February 9, 2024**, at the following address:

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

Or electronic submission on BidNet Empire State Purchasing Group
<http://www.empirestatebidsystem.com>

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

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

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

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

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

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

2.8 Proposals will be examined and evaluated by **Albany County Department of General Services**.

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

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

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

3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.

3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).

3.4 Detail your firm's experience with **Testing and Special Inspection Services**.

3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.

3.6 Provide any additional information that would distinguish your firm in its service to Albany County.

3.7 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.

3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County , within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

4.1 Successful firm shall provide all **Testing and Special Inspection Services** based on, but not limited to **Project Construction Drawings, Project Manual Specifications and Project Bid Addendums #1 - #6** related to the New Vehicle Storage Facility and ancillary structures located at **Hill House Road, Albany, NY 12211**. The construction documents, drawings and addendums for RFB-2023-109 can be found on the Empire State Purchasing Group associated with this RFP and listed as separate attachments.

Successful firm shall provide all necessary labor, supervision, administration, equipment, materials, supplies, transportation and engineering certifications and incidental items required to provide on-site Testing & Inspection Services as required by the projects design documents.

The project is construction of a new vehicle storage facility, approximately 22,800square feet to be shared by Shaker Place Nursing and Rehabilitation Center and Albany County Department of Public Works. A separate fueling station, salt storage structure, and storage building. Occupancy Classification – Storage Group S-1, Construction Type – IIB. The cover for the new salt storage structure is to be relocated from the existing facility, and other Work indicated in the Contract Documents.

Project will be constructed under coordinated, concurrent multiple contracts. See Division 1 Section “Summary of Multiple Contracts” for a description of work included under each of the multiple contracts and for the responsibilities of the Project coordinator. Contracts for the Project include the following:

- a. General Construction
- b. Mechanical Construction
- c. Plumbing Construction
- d. Electrical Construction
- e. Fire Sprinkler Construction

Architect: Angerame Architects P.C., James R. Glenn, AIA, Vice President; 518-454-9300; jim@angeramearchitects.com

Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:

SOIL ENGINEER:

Daniel G. Loucks, P.E.
900 Route 146
Clifton Park, New York 12065
(518) 371-7622

CIVIL/LANDSCAPE ENGINEER:

studioA.
P. O. Box 272
Saratoga Springs, New York 12866
(518) 832-4005

STRUCTURAL ENGINEER:

studioA
P. O. Box 272
Saratoga Springs, New York 12866
(518) 832-4005

M/E/P ENGINEER:

Engineered Solutions
646 Plank Road, #104
900 Route 146
Clifton Park, New York 12065
(518) 280-2410

Owner's Representative: Albany County Division of Facilities Engineering (ACFE):
Michael Martin PE, Deputy Commissioner, 518-447-7032
Michael.Martin@albanycountyny.gov

The anticipated project start date is March 2023

Successful Firm shall follow procedures and approvals described in Chapter 17 of the 2020 Building Code of New York State (2020 BCNYS).

The bid for the Testing and Special Inspection Services shall be a Lump Sum Total Bid computed from the Bid Form, Bid Pricing Worksheet. Labor rates are to include all travel costs. No additional fees will be approved/paid. Pricing shall also include all testing.

Please submit a lump sum not to exceed fee proposal (Bid Form below), for **Testing and Special Inspection Services** as detailed above and based on separate Bid Pricing Spreadsheet.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be one (1) year from Contract Award Date

5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services, and on the Cost Proposal Form included herein.

6.2 The bid for the Testing and Special Inspection Services shall be a Lump Sum Total Bid computed from the Bid Form, Bid Pricing Worksheet. Labor rates are to include all travel costs. No additional fees will be approved/paid. Pricing shall also include all testing.

6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

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

SECTION I:

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

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

SECTION II:

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

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

SECTION III:

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

SECTION IV:

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

SECTION V:

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

SECTION VI:

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

SECTION 8: PROPOSAL EVALUATION

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

8.2 Proposals received will be evaluated by a committee with representation from the Albany County Department of General Services. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Lump Sum cots to provide all Testing and Special Inspections	80%
Unit Prices	10%
Qualifications and Experience	10%

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

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

SECTION 9: LIQUIDATED DAMAGES

9.1 This section not in use.

SECTION 10: ALTERNATIVES

10.1 This section not in use.

SECTION 11: INDEMNIFICATION

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

SECTION 12: SPECIFICATION CLARIFICATION

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

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

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

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

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

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

13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

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

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

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

- (a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.

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

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

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

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

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

SECTION 16: REMEDY FOR BREACH

16.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete

the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

SECTION 17: CASH DISCOUNT

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

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

SECTION 18: FREEDOM OF INFORMATION LAW

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

SECTION 19: MACBRIDE PRINCIPLES

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

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

Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

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

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

SECTION 20: PRIVACY OF PERSONAL HEALTH INFORMATION

20.1 This section not in use.

SECTION 21: AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

SECTION 22: EXTENSION OF CONTRACTS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

22.1 This section not in use.

SECTION 23: INTERPRETATION

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

SECTION 24: NON APPROPRIATIONS CLAUSE

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

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

- 25.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:
- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
- 25.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
- 25.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:
- (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).

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

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

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

**SECTION 26: LIMITATIONS ON EXECUTIVE COMPENSATION AND
ADMINISTRATIVE EXPENSES FOR COVERED PROVIDERS**

26.1 This section not in use.

SECTION 27: STORMWATER MANAGEMENT PROGRAM

27.1 This section not in use.

SECTION 28: GREEN INFRASTRUCTURE POLICY

28.1 This section not in use.

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Albany County Shaker Place Rehabilitation and Nursing Center & Albany County Department of Public Works New Vehicle Storage Facility

Testing and Special Inspection Services

RFP Number: #2024-012

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

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

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

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

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

7. Communication concerning this Proposal shall be addressed to:

Phone: _____

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

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Albany County Shaker Place Rehabilitation and Nursing Center & Albany County Department of Public Works New Vehicle Storage Facility

Testing and Special Inspection Services

RFP Number: #2024-012

1. All bid prices must include all materials, labor, equipment, incidentals, and other associated costs.
2. ALL prices are to include all costs for supervision, labor, equipment, supplies, travel, administration and engineering costs, preparation of reports and required certifications, plus all applicable overhead, taxes, insurance, benefits and profits.
3. Lump Sum Bid include shall include a \$5,000.00 Contingency Allowance (as noted on separate Bid Pricing Spreadsheet) for additional work discovered during construction beyond scope of work indicated on drawings and specifications. The Contingency Allowance shall only be used as directed and authorized by the Owner/Construction Manager.

LUMP SUM TOTAL BID: \$ _____

(Total Bid as computed from separate attached Bid Pricing Worksheet)

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Albany County Shaker Place Rehabilitation and Nursing Center & Albany
County Department of Public Works New Vehicle Storage Facility

Testing and Special Inspection Services

RFP Number: #2024-012

COMPANY:

ADDRESS:

CITY, STATE, ZIP:

TEL. NO.:

FAX NO.:

FEDERAL TAX ID NO.:

REPRESENTATIVE:

E-MAIL:

SIGNATURE AND TITLE

DATE

BID PRICING WORKSHEET - RFP #2024-012: TESTING AND SPECIAL INSPECTION SERVICES - ALBANY COUNTY SHAKER PLACE & DPW NEW VEHICLE STORAGE FACILITY		RATE	UNIT	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)		Half-day	15	
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)		Half-day	N/A	
3	Magnetic Particle Testing of Welded Connections (ASTM E709) - (Certified Welding Inspector/ICC SSWSI)		Half-day	N/A	
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.		Half-day	2	
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.		Half-day	2	

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)		Half-day	10	
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)		Half-day	25	
			Full-day	25	
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.		Half-day	N/A	
9	Inspection of Drilled-in Adhesive, Expansion & Sleeve Anchors (Rate includes field technician(s) & pull testing equipment)		Half-Day	N/A	
10	Floor Flatness / Levelness Testing (ASTM E-155) Includes F-Meter Equipment (Floor Profiler) & Qualified Technician		Day	N/A	
11	Moisture-Alkali Testing of Concrete Floor Slabs : Moisture-Alkali Test Kits (ASTM F1869) Rapid RH Meter (ASTM 2170)		Each	12	
12	Test Sample Pick-Up - Soils / Concrete Samples (Only when a technician is not scheduled on site the following day)		Trip	10	
13	Laboratory Compressive Strength Testing Concrete Cylinders / Grout Cubes (ASTM C39)		Each	100 sets	

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)		Half-day	6	

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)		Half-day	12	
			Full-day	12	
16	Geotechnical Inspections - Inspection of Foundation Subgrades, Verification of Bearing Substrate, Slab Subgrade Inspection / Observe Proof-roll			12	
			Half-day	12	

17	Nuclear Density Guage - Daily equipment charge - unlimited tests		Day	25	
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		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 Guage (Certified NYS Hot Mix Asphalt Density Testing Inspector)		Half-day	4	
20	Nuclear Density guage - Daily equipment charge - unlimited tests		Day	4	
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		Half-day	N/A	
FIRE-RESISTANT PENETRATIONS AND JOINTS					
22	Inspection of penetration firestop systems and fire-resistant joint systems		Half-day	2	
PROJECT MANAGEMENT					
23	Project Management - Attendance at Pre-Installation Site Meetings per specifications, Coordination of Field Staff, review & Finalize Field & Lab test Reports, Preparation fo Field Report Submittals for Distribution (est 1-2 hours/week while project is active)		Hour	20	
24	P.E. Oversight - Professional Engineer Sign-Off on Final Report of Special Inspections, Project Oversight (upon request/as needed)		Hour	12	
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.	\$ 5,000.000	LS	1	\$5,000.00

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☐ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ 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; ☐ Yes ☐ No 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☐ No c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: ☐ Yes ☐ No 1. federal, state or local health laws, rules or regulations.
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? ☐ Yes ☐ No Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? ☐ Yes ☐ No <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? ☐ Yes ☐ No <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax ☐ Yes ☐ No <i>Indicate the years the vendor failed to file.</i>
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? ☐ Yes ☐ No Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. ☐ Yes ☐ No

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

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

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

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

The following is taken from Resolution No. 495 adopted by the Albany County Legislature on October 9, 2018.

Resolved, That the Albany County Legislature hereby approves and adopts the updates to the Affirmative Action Policy as reflected in the document annexed hereto, and be it further that the updated Affirmative Action Plan shall take effect immediately, and that the Commissioner of Human Resources and Director of the Division of Affirmative Action are directed to implement the policies reflected in the updated language of the Affirmative Action policy immediately and on a County-wide basis.

The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

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

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

ANTI-DISCRIMINATION CLAUSE 220-E - NYS Labor Law. Provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works. Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

ADMINISTRATION

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.

• CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must:**

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

• COMPLIANCE

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.

SANCTIONS

SC-19.5.1

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A **Minority Business Enterprise (MBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A **Woman Business Enterprise (WBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A Disadvantaged Business Enterprise (DBE) mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

- A) Black (not of Hispanic origin) -- a person having origins in any of the Black racial group of Africa.
- B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- C) Asian or Pacific Islander -- a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- D) Native American or Alaskan Natives -- a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority. For

assistance or additional information, contact

County of Albany

Division of Affirmative Action

112 State Street, Room 900, Albany, NY 12207

Phone: (518) 447-7010

Fax: (518) 447-5586

County of Albany
Division of Affirmative Action
MBE/WBE Compliance Forms



Daniel P. McCoy
Albany County Executive

County of Albany
Schedule of MBE/WBE and Labor Performance

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. The Schedule of MBE/WBE and Labor Performance must be completed and submitted within 15 days of receiving the Notice of Award. The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce.

Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at (518) 447-7010.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Contract Description: _____

Bidder is an approved ☐ MBE ☐ WBE

If yes, specify agency: _____

Joint Venture

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one):

No MBE/WBE joint ventures
with Bidder on this Contract.

Bidder is joint venturing with the following firm(s)
(Attach a copy of joint venture agreements to this form)

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Federal ID No.: _____

MBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

WBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = \$ _____

WBE Goal: 5% x Total Bid Amount = \$ _____

Please provide the information requested for **all** subcontractors participating on this project (include MBE/WBE firms).

Sub-contractor Name, Address, Phone	MBE, WBE or N/A	Amount of Sub- contract & Award Date	Description of Work (Trade)	Start Date Completion Date	Contracted Payment Schedule
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				

I, _____, representative of _____
 declare that the information provided is true and represents accurately my firm's efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that MBE/WBE firms have the maximum opportunity to compete for, and perform contracts let by the County of Albany.

SUBMIT MONTHLY**County of Albany MBE/WBE and
Labor Performance
Monthly Utilization Report**

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 900, Albany, NY 12207. Fax (518) 447-5560. For assistance, call (518) 447-7010.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Reporting Period: _____ Month _____ Year

Trade	Number of Hours Worked by Minorities	Number of Hours Worked by Women	Number of Hours Worked by Non-Minorities	Total Hours Worked
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Total(s):	0.00	0.00	0.00	0.00

Information Provided By _____

Date _____

MBE/WBE Payments

MBE/WBE Firm(s) Participating on the Project	Payments Made this Month	Payments Made to Date

INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the **10th** of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

County of Albany
Department of Human Resources Division of
Affirmative Action
112 State Street, Room 900, Albany, NY 12207
Phone:(518) 447-7010

NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.

County of Albany
Waiver Request for MBE/WBE Subcontracting and/or Labor Performance

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this form within fifteen days of the Intent to Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Division of Affirmative Action will evaluate each waiver individually. Please be advised that submission of this request does not guarantee waiver of the requirements. Attach additional sheets if necessary. Please refer to the County of Albany Criteria for Establishing Good Faith Effort.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Contract Type/Number: _____ Project Cost: _____

(☐) **Request Waiver of Minority/Women Labor Participation Goal. Please explain:**

Actions taken to include minority/women labor _____

(☐) **Request Waiver of Minority Subcontractor Participation Goal. Please explain:**

Actions taken to include MBE and/or WBE Subcontractor(s) _____

Signature

Name (Printed)

Title

County Of Albany
Criteria for Establishing Good Faith Effort

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?
2. Were advertisements placed in appropriate trade, general circulation and minority and women- oriented publications in a timely fashion?
3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?
4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?
5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?
6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?
7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?
8. What actions were taken to contact and assess the financial ability of certified minority and women- owned businesses enterprises to participation on the contract, and which enterprises are located out- side of the region in which the contract scope of work was or will be performed?
9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?
10. What subcontract terms and conditions were offered to certified minority and women- owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?
11. Has the contractor made payments for work performed by certified minority and women- owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?

Albany County Request for Contract Approval

Contract #	2024-1758
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	Sole Source
Department	A3140 - Probation
Date Submitted	Thursday, March 14, 2024
Contact Person	Connors, William (Probation Dept)
Contact Phone	1 (518) 487-5194
Vendor Info	Catalis, formerly known as AutoMon 3025 Windward Plaza, Suite 200, Alpharetta, GA 30005
Estimated Amount	\$33,897.00
Estimated Term	1/1/2024 to 12/31/2024 (Approximately 11 months)
Scope of Services	Provide maintenance and technical support for Probation Caseload Explorer system
Budget Line Item	AA3140 - - 44041
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
County Executive

COUNTY OF ALBANY
PROBATION DEPARTMENT
60 SOUTH PEARL STREET
ALBANY, NEW YORK 12207
PHONE: (518) 487-5200
FAX: (518) 487-5204
www.albanycountyny.com

WILLIAM CONNORS
Director

LORI HAGGERTY
Deputy Director

MICHAEL OCONNOR
Principal Probation Officer

March 14, 2024

Albany Contract Board:

Hon. Daniel P. McCoy, County Executive
112 State Street, Room 1200
Albany, NY 12207

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Hon. Bruce A. Hidley, County Clerk
Albany County Court House, Room 128
16 Eagle Street
Albany, NY 12207

Re: Catalis Maintenance Agreement

Dear Sirs:

Authorization is requested to enter into a software agreement with Catalis, formerly known as AutoMon, to provide maintenance for Caseload Explorer which is installed at the Probation Department as the Probation case management system.

Albany County Probation has maintained an electronic case management system for many years with Catalis, formerly known as Automon. Caseload is a specialized software for Probation functions. Catalis is the sole source provider of Caseload Explorer and is the only firm authorized to provide technical services for it. This product is in operation in every Probation Department in New York State.

The term of agreement is for twelve consecutive months, expiring December 31, 2024.

Thank you for your consideration.

Sincerely,

William Connors
Director

WC/km



MASTER SOFTWARE LICENSE & MAINTENANCE AGREEMENT

for

Caseload Explorer

between

Catalis Courts & Land Records, LLC

("Licensor")

having its principal place of business at:

3025 Windward Plaza, Suite 200
Alpharetta, Georgia 30005

and

Albany County Probation Department

("Customer")

having its principal address at:

112 State Street, Room 500
Albany, NY 12207

THIS MASTER SOFTWARE LICENSE AGREEMENT (the "**Agreement**") is dated effective as of January 1st, 2024 ("**Effective Date**") by and between Customer and Licensor. Customer and Licensor may each be referred to individually as a "**Party**" and together as the "**Parties**." The Schedules to this Agreement are attached or incorporated by reference.

1. DEFINITIONS.

The following definitions shall apply in this Agreement:

- 1.1. *Confidential Information.* All information disclosed by a party ("**Discloser**") to the other party ("**Recipient**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information includes Customer Data; Licensor Confidential Information includes the Software and associated services; and Confidential Information of each party includes the terms and conditions of this Agreement and all attached Schedules (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to Recipient prior to its disclosure by Discloser without breach of any obligation owed to Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by Recipient.
- 1.2. *Customer Data.* All data of Customer, whether proprietary or non-proprietary to Customer, converted for use with the Licensor Deliverables.
- 1.3. *Customer Materials.* All materials supplied by Customer in connection with this Agreement.
- 1.4. *Deliverables.* Those components, milestones, and/or materials, including, without limitation, the Software, documentation, maintenance modifications, and enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Agreement. Deliverables can mean either Deliverables required from Licensor ("**Licensor Deliverables**") or Deliverables required from Customer ("**Customer Deliverables**").
- 1.5. *Documentation.* The written description of the functions and use of the Software.
- 1.6. *Error.* (i) any error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet a Functional Specification; or, (ii) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the documentation to meet a Functional Specification.
- 1.7. *Functional Specifications.* The functions and/or criteria for the Software described as documentation related to the Software or as described in the Schedules.
- 1.8. *Intellectual Property.* All interests of any kind including: (i) trade secrets, (ii) copyrights, (iii) derivatives, (iv) documentation, (v) patents, (vi) the Software, (vii) technical information, (viii) technology, and (ix) any and all proprietary rights relating to any of the foregoing.
- 1.9. *New Product.* Any change or addition to Software and/or related documentation that: (i) has a value or utility separate from the use of the Software and documentation; (ii) may be priced and offered separately from the Software and documentation; and, (iii) is not made available to Licensor's customers generally without separate charge. In the event of any disagreement between the Parties with respect to whether a change or addition constitutes a New Product, the good faith determination of such issue by Licensor shall be final, binding, and conclusive.
- 1.10. *Statement of Work.* The attached SCHEDULE A and/or Addendum(s) that provides the written description and specifications for the services to be provided by Licensor to Customer, including the Deliverables and milestone, delivery, and acceptance schedules.
- 1.11. *Software.* The Licensor software and any Third-Party Software supplied by Licensor pursuant to this Agreement as described in the attached SCHEDULE A. The term "Software" does not include New Products except to the extent added to the Software by separate agreement of the Parties and the payment to Licensor of the additional fees and under additional terms and conditions, if required by Licensor.

- 1.12. *Taxes.* All federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar taxes), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other taxes of any kind, including without limitation any interest, penalty, or additions, whether or not disputed.
- 1.13. *Third-Party Data.* Data, information, or any other materials (in whatever form) not owned or generated by or on behalf of Customer.
- 1.14. *Third-Party Software.* Software which is proprietary to any third party (other than an affiliate of Licensor) which is or will be used by Licensor for the purposes of providing Software and/or services pursuant to this Agreement.

2. LICENSE.

- 2.1. *License.* Licensor grants the Customer a license to the Software and Licensor Deliverables described in the attached SCHEDULE A in accordance with the terms and conditions of this Agreement. Licensor will perform the services described in this Agreement.
- 2.2. *Scope of License Limited.* The right of Customer to use the Software and associated documentation is for Customer's internal use only and limited to the field of use described in the attached SCHEDULE A. No title or ownership in the Software or documentation is transferred to Customer. Customer shall not copy or in any way duplicate the Software, except for necessary backup and archival procedures approved by Licensor in advance and in writing. Only Customer's employees and necessary contractors acting in the proper scope of their services to Customer may access or use the Software or documentation. Customer shall not adapt, modify, reverse engineer, decompile, or disassemble, in whole or in part, any of the Software and/or any documentation.
- 2.3. *Additional Software.* Customer may license additional Software hereunder by execution of a subsequent Schedule and/or Addendum.
- 2.4. *Restrictions.* Customer shall not remove, edit, alter, abridge or otherwise change in any manner any Licensor Intellectual Property notices. Customer may not, and may not permit others to reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the software or Service; modify, translate, adapt, alter, or create derivative works from the Service; copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Service; or distribute, sublicense, rent, lease, loan or grant any third party access to or use of the Service to any third party.

3. FEES, INSTALLATION CHARGES, AND TAXES.

- 3.1. *License Fees.* The license fees for the Software are set forth on the attached SCHEDULE B. Subsequent orders shall be at the fees in effect at the time of receipt by Licensor of any applicable subsequent Schedule and/or Addendum executed by Customer and Licensor. Fees resulting from the provision by Licensor to Customer of Third-Party Software are passed through by Licensor to Customer, and, in that context, such fees payable by Customer shall increase, and such increase shall be payable, as and to the extent of any such fee increases payable by Licensor.
- 3.2. *Taxes.* Customer is additionally liable for any applicable federal, state, or local Taxes (exclusive of income or gross receipts Taxes properly payable by Licensor) and other fees or assessments incurred as a result of the use of the Software by Customer.
- 3.3. *Currency.* All Fees listed shall be interpreted as being in United States dollars (USD), unless otherwise stated.

4. PAYMENT.

- 4.1. *Fees for License of Software.* Payment of Software license fees, installation fees, and other fees on the initial License Summary will be made in installments as defined in SCHEDULE B.
 - 4.1.1. Fees for installation of the Software including data conversion, system implementation, training, and forms generation, as indicated on the attached SCHEDULE B, are payable within thirty (30) days following invoice by Licensor.

4.1.2. Unless Licensor provides advance notice of a different price increase for Services, the pricing during any renewal term will increase above the applicable pricing in the prior term by the greater of five percent (5%) or the increase in the CPI for the prior calendar year. "CPI" means the Consumer Price Index for all Urban Consumers (All Items U.S. City Average 1982-84 equals 100), published by the Bureau of Labor Statistics, United States Department of Labor, Bureau of Labor Statistics.

- 4.2. *Fees for Subsequent Licenses.* Payment of license fees, installation fees, and other fees to Licensor on any subsequent Schedule and/or Addendum shall be made as specified in such Schedule and/or Addendum.
- 4.3. *Ancillary Charges and Out of Pocket Expenses.* All additional or ancillary charges (e.g., additional training charges) and all out of pocket expenses of Licensor (e.g., travel expenses) which are payable by Customer hereunder shall be due and payable within thirty (30) days following invoice by Licensor.
- 4.4. *Failure of Payment.* In the event payment is not made as specified in this Agreement, Customer shall pay interest at the rate of one and one-half percent (1.5%) per month (or the highest applicable legal rate, whichever is lower) on the outstanding overdue balance for each month or part thereof that such sum is overdue; provided, however, that if Customer is a governmental agency or authority subject to a "Prompt Payment" or similar statutory requirement for the transaction contemplated in this Agreement, such statutory requirement shall control to the extent the same is inconsistent with the requirements of this section 4.4.

5. FUNCTIONAL SPECIFICATIONS.

Customer understands that such Functional Specifications shall be defined in accordance with Licensor standard applications and that any application and/or communication and/or functions not currently supported by Licensor shall be considered "customized" and, as such, may incur additional costs and delivery schedules beyond those stated and agreed to by Licensor.

6. TRAINING.

Licensor shall provide training in the operation and maintenance of the Software as described in attached SCHEDULE A. Customer may request additional training time and/or additional personnel to be trained, provided that any such additional training shall be chargeable to Customer at Licensor's then current fee for the requested training, plus reasonable travel expenses if such training occurs anywhere other than Licensor's facilities.

7. THIRD-PARTY SOFTWARE LICENSES.

- 7.1. *Integration with Third Party Applications.* Customer shall execute all documents reasonably requested by Licensor and will abide by all reasonable requirements with respect to all Third-Party Software licensed or sublicensed by Licensor to Customer under this Agreement, or necessary to the performance of the Software hereunder in accordance with the Functional Specifications, and Customer agrees to maintain in effect all required licenses and approvals of all applicable third parties. Licensor cannot guarantee the continued availability of Software and/or service features, and may cease providing them without entitling you to any refund, credit, or other compensation, if for example and without limitation, the provider of Third-Party Data and/or Third-Party Software ceases to make that data and/or application available for interoperation with the corresponding Software and/or service features in a manner acceptable to Licensor.

8. RESTRICTIONS UPON DISCLOSURE OF CONFIDENTIAL INFORMATION.

- 8.1. *Protection.* Recipient shall use commercially reasonable care, but in no event less than the same degree of care it uses to protect its own most confidential and proprietary information, to prevent the unauthorized use, disclosure, publication, or dissemination of Discloser's Confidential Information. Recipient shall provide Discloser's Confidential Information to its employees and necessary contractors only on a "need to know" basis, and always subject to the terms of this Agreement. Recipient agrees to accept and use Discloser's Confidential Information solely in connection with Recipient's participation in, and solely with respect to, this Agreement. Recipient shall inform its employees and necessary contractors of these confidentiality obligations and shall take such steps as may be reasonably requested by Discloser to prevent unauthorized disclosure, copying, or use of Discloser's Confidential Information. Recipient acknowledges that, in the event of a breach by Recipient of its

obligations under this section 8, in addition to any other right or remedy available to Discloser, at law or in equity, Discloser will suffer irreparable injury, and shall be entitled to preliminary and final injunctive relief (without bond except as otherwise required by applicable law) in order to prevent any further or other breach or any unauthorized use of Discloser's Confidential Information. Recipient shall notify Discloser immediately upon discovery of any prohibited use or disclosure of any of Discloser's Confidential Information or any other breach of these confidentiality requirements (including by any third parties), and shall fully cooperate with Discloser to assist Discloser in regaining possession of its Confidential Information and to prevent further unauthorized use or disclosure of the same.

- 8.2. *Limited Disclosure.* Recipient may disclose Confidential Information of Discloser if and to the extent required by any judicial or administrative governmental request, requirement, or order, provided that Recipient shall take reasonable steps to provide Discloser sufficient prior notice in order to enable Discloser to contest such request, requirement, or order. Recipient shall, except as otherwise expressly provided by the terms of this Agreement, return all tangible Discloser Confidential Information, including, without limitation, all computer programs, documentation, notes, plans, drawings, and copies thereof, to Discloser immediately upon Discloser's request.
- 8.3. *Ownership.* All Discloser Confidential Information, including, without limitation, any and all adaptations, enhancements, improvements, modifications, revisions, or translations thereof created by Discloser or Recipient, shall be and remain the property of Discloser, and no license or other rights to such Confidential Information is granted or implied hereby. Except as otherwise expressly provided in this Agreement, all Discloser Confidential Information is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance.

9. INTELLECTUAL PROPERTY INDEMNITY.

- 9.1. *Indemnification of Intellectual Property Infringement Claims.* In the event of any actual or threatened claims by a third party that the Licensors Deliverables infringe upon any Intellectual Property of such third party, Licensor will indemnify Customer with respect to such claims. Customer shall immediately notify Licensor of any such claim. For claims related to Third-Party Software, no indemnity is provided by Licensor, but Licensor shall, to the extent legally permitted, pass through to Customer any infringement protections with respect to Third-Party Software. The foregoing indemnity shall be ineffective if any of the Licensor Software has been modified, altered, or otherwise changed by Customer (or on behalf of Customer by any Person other than Licensor). Licensor will have no liability or obligation under this section 9 if any claim of infringement is based upon: (i) the combination, operation, or use of the Software with any component other than Licensor Intellectual Property, if such claim would have been avoided but for such combination, operation, or use; and/or, (ii) any derivative of any Licensor Intellectual Property created by any person other than Licensor. Licensor shall have sole control over the selection of counsel and the defense and settlement of any legal proceeding or other claim and Customer shall provide Licensor with all reasonable assistance in the defense of the same.
- 9.2. *Indemnification by Customer.* Customer will defend Licensor against any claim, demand, suit or proceeding made or brought against Licensor by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Software, services, and/or content in violation of this Agreement, Order Form, or applicable law (each a "Claim Against Licensor"), and Customer will indemnify Licensor from any damages, attorney fees, and costs finally awarded against Licensor as a result of, or for any amounts paid by Licensor under a settlement approved by Customer in writing of, a Claim Against Licensor, provided Licensor (i) promptly gives Customer written notice of the Claim Against Licensor, (ii) gives Customer sole control of the defense and settlement of the Claim Against Licensor (except that Customer may not settle any Claim Against Licensor unless it unconditionally releases Licensor of all liability), and (iii) gives Customer all reasonable assistance, at Customer's expense.
- 9.3. *Remedy.* In the event of a third party claim that the Licensors Deliverables infringe the intellectual property rights of a third party, Licensor shall have the right, as Customer's sole and exclusive remedy against Licensor, at Licensor's sole election, to: (i) modify the allegedly infringing Licensor Deliverables to be non-infringing, provided that such modification does not adversely impact the functionality of the Software in any material respect; (ii) obtain a license or other rights to enable Customer to continue to use the applicable Software as contemplated in this Agreement, or (iii) to terminate this Agreement and return to Customer any unearned fees paid by Customer to Licensor.

10. RIGHTS IN SOFTWARE, DATA, AND MATERIALS.

- 10.1. *Licensor Ownership.* As between Licensor and Customer, Licensor shall be the sole owner of all right, title, and interest in and to the Software, all Licensor Deliverables, documentation, any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer, and any and all copies or derivatives created by either Party, exclusive only of the Customer Materials. Customer hereby irrevocably grants, transfers, and assigns to Licensor, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property which Customer may have or acquire, by operation of law or otherwise, in and to any or all of the Software, the Licensor Deliverables, documentation, and in and to any other Intellectual Property of Licensor, along with the good will of the business appurtenant to the use of any of the same. Customer further hereby irrevocably transfers and assigns to Licensor any and all moral rights Customer may have in and to such Software, the Licensor Deliverables, documentation, and in and to any other Intellectual Property of Licensor, and hereby forever waives and agrees never to assert any moral rights it may have during or after termination or expiration of this Agreement. Customer shall, at the request of Licensor, execute any and all documentation necessary to formally transfer such rights to Licensor. Customer shall promptly notify Licensor in writing if it becomes aware of any violation, infringement, or unfair competition related to the Licensor Intellectual Property. Customer agrees to allow Licensor full access to all relevant hardware, software, and material to determine compliance.
- 10.2. *Customer Ownership.* As between Licensor and Customer, Customer shall be the sole owner of all right, title, and interest in and to all Customer Materials. Licensor hereby irrevocably grants, transfers, and assigns to Customer, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property rights, which Licensor may have or acquire, by operation of law or otherwise, in and to any or all of the Customer Materials. Licensor further hereby irrevocably transfers and assigns to Customer any and all moral rights Licensor may have in such Customer Materials, and hereby forever waives and agrees never to assert any moral rights it may have or obtain, during or subsequent to the termination or expiration of this Agreement. Licensor shall, at the request of Customer, execute any and all documentation necessary to formally transfer such rights to Customer.

11. SUPPORT AND MAINTENANCE SERVICES

- 11.1. *Maintenance Term.* The initial maintenance term will continue for one year. The term of maintenance services shall be automatically extended for successive one (1) year periods unless either Party gives the other Party not less than ninety (90) days prior to the conclusion of the then current term of maintenance services. Licensor may terminate the term of these maintenance services in the event Customer fails to make any payment when due to Licensor after ten (10) days' notice of such failure or in the event of the termination of Customer's license of Software. No termination shall relieve Customer of its payment obligations.
- 11.2. *Scope and Definitions.* Licensor shall provide maintenance and support services necessary to ensure that the Software and Licensor Deliverables operate in conformity with Functional Specifications and the documentation as described in this Agreement. The following terms shall apply to this section 11 and SCHEDULE C.
- 11.2.1. Critical Defect. An Error in the Software and Licensor Deliverables or documentation which renders the Software and Licensor Deliverables unable to perform a Functional Specification and for which a workaround is not available.
- 11.2.2. Non-Critical Defect. A defect in the Software and Licensor Deliverables or documentation that materially impacts the operation of the Software and for which a workaround is not available.
- 11.2.3. Telephone Support. The provision of general information and diagnostic advice and assistance concerning the use and operation of the Software and Licensor Deliverables via telephone. Telephone support is intended to be used by a limited number of people designated by Customer to communicate with Licensor about defects or problems. It is not a substitute for training of personnel by Customer.
- 11.2.4. Basic Maintenance Period. The Basic Maintenance Period commences on Monday and continues through Friday of each week (8 a.m. to 6 p.m., Eastern Time), except on the following recognized holidays ("Holidays"): New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence

Day, Labor Day, Columbus Day / Indigenous Peoples' Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

11.3. **Covered Maintenance.**

11.3.1. General. Maintenance services and telephone support will be performed by Licensor during the Basic Maintenance Period. Maintenance services do not include the costs of accessories and expendable supplies necessary to operate the Software and Licensor Deliverables.

11.3.2. Upgrades. Customer will receive all updated, patches and enhancements to the Software and Licensor Deliverables (except any New Product), including all related update releases and associated documentation.

11.3.3. Online Support and Telephone. Telephone support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and, (iv) non-chargeable user error remedies. Remote diagnostics equipment is required at Customer locations for remote support, which equipment is to be obtained by Customer at its sole expense. Licensor may choose to request a copy of the client database to load in Licensor's offices in an attempt to either recreate the process or run the application to complete a process if time is of the essence.

11.3.4. Exclusions. Maintenance services do not include maintenance required by: (i) operator error or improper operation or use of the Software and Licensor Deliverables by Customer; (ii) modifications, repairs, or additions to the Software and Licensor Deliverables performed by persons other than Licensor, or damage to Software and Licensor Deliverables by Customer's employees or third persons; (iii) training services. Any maintenance service or related service or training other than the maintenance services described above will be charged at Licensor's then current billable call maintenance rates in effect.

11.3.5. Response Times. Licensor will use its commercially reasonable efforts to respond within four (4) business hours (but only during the Basic Maintenance Period) of notice from Customer of the need for maintenance services or notice of a request for Online Support or Telephone Support. Any such notice from Customer shall, to the extent possible, identify all Critical Defects, and, in connection with the provision of any maintenance service, online support, and/or telephone support, Customer shall, at its own expense, provide its full good faith support and cooperation with Licensor's efforts at resolution. Non-Critical Defects will be corrected as soon as practicable or in a following update or release.

11.3.6. Billable Call Maintenance. Any maintenance service or related service or training other than covered maintenance services, as described in this section 11.3, will be charged at Licensor's then current billable call maintenance rates in effect. Such rates apply to time spent performing maintenance, including travel time. The minimum charge for billable call maintenance is one-half of one hour (1/2 hour). Should billable call maintenance services require travel to the Customer's site, Customer will also be invoiced for actual expenses of travel, including, without limitation, as applicable, mileage, air fare, meals, lodging, and similar expenses; provided, however, that, in the event Customer is a governmental agency or authority, travel expenses shall be limited in amount by applicable federal or state statutory requirements. All charges for billable call maintenance shall be due and payable within thirty (30) days following invoice by Licensor.

12. LICENSE TERMINATION OR EXPIRATION.

12.1. Licensor may terminate Customer's license to the Licensor Deliverables if Customer commits any material breach of the terms and conditions of this Agreement, including non-payment of any fees due to Licensor, if Customer does not cure any such default within ten (10) days after notice is given to Customer.

12.2. In addition to any other rights of termination specified herein, either Party may terminate this Agreement upon sixty (60) days prior written notice to the other in the event of the other's failure to cure a material breach within thirty (30) days after receipt of the terminating Party's written notice of default concerning the same.

12.3. Upon termination, Licensor shall return to Customer, at Customer request, all documents and items of any nature whatever, supplied to Licensor by the Customer or developed by Licensor in accordance with this Agreement, except for any software products developed by Licensor, which remain the property of Licensor.

13. EXCUSABLE DELAYS.

Notwithstanding any other term or provision of this Agreement, Licensor shall not be liable for delays in delivery, failure to deliver, or otherwise to perform any obligation hereunder when such delay or failure arises from causes beyond the reasonable control of Licensor, including, without limitation, such causes as acts of God or public enemies, labor disputes, supplier or material shortages, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures, fire, flood, storms, earthquake, settling of walls or foundations, epidemics, riots, terrorism, civil commotion, strikes, or war.

14. LIMITATION OF LIABILITY.

IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE LICENSE FEES PAID BY CUSTOMER TO LICENSOR DURING THE SIX (6) MONTH PERIOD PRIOR TO THE ACCRUAL OF THE CLAIM.

15. LIMITATION ON DAMAGES.

LICENSOR SHALL NOT BE LIABLE IN ANY EVENT FOR DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT, OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LICENSOR'S LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

16. ALLOCATION OF RISKS.

CUSTOMER UNDERSTANDS AND AGREES THAT THE FEES CHARGED BY LICENSOR SPECIFICALLY REFLECT THE ALLOCATION OF RISKS AND EXCLUSION OF DAMAGES PROVIDED FOR IN THIS AGREEMENT.

17. MISCELLANEOUS PROVISIONS.

- 17.1. *ARBITRATION.* UPON THE DEMAND OF EITHER PARTY, ANY ACTION OR PROCEEDING SEEKING TO ENFORCE OR TO INTERPRET ANY PROVISION OF THIS AGREEMENT OR ANY RIGHT OR OBLIGATION, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY RIGHT OR OBLIGATION, OF ANY PARTY UNDER OR PURSUANT TO THIS AGREEMENT OR ARISING OUT OF LICENSOR'S RELATIONSHIP UNDER THIS AGREEMENT WITH CUSTOMER, SHALL BE DETERMINED EXCLUSIVELY BY ARBITRATION CONDUCTED BY AND UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION; PROVIDED, HOWEVER, THAT ARBITRATION SHALL NOT BE REQUIRED IN ANY ACTION OR CLAIM BY A PARTY WHICH INCLUDES A REQUEST FOR INJUNCTIVE, EQUITABLE, OR OTHER EMERGENCY RELIEF.
- 17.2. *Binding upon Successors and Assigns.* This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.
- 17.3. *Severability.* If any provision of this Agreement shall be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Agreement without affecting the validity of any other term or provision hereof.
- 17.4. *Entire Agreement.* This Agreement, together with the Schedules and/or Addendum(s), constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, written or oral, between the Parties with respect thereto. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms of this Agreement. This Agreement may be executed electronically and in any number of counterparts, which will constitute one and the same agreement.
- 17.5. *Amendment and Waivers.* Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach

or default shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision shall not be construed as or constitute a waiver of the right of such Party to subsequently enforce such provision.

- 17.6. *Publicity.* Neither Party will issue any press release or public announcement or make any public disclosure regarding the relationship between the Parties without the prior written consent of the other Party, which consent will not be unreasonably withheld. Notwithstanding the prior restriction, Catalis may list Customer as a user of the Services on its website and other promotional materials after the acceptance of the Services.
- 17.7. *Notices.* Whenever any Party desires or is required to give any notice, demand, consent, approval, satisfaction, statement, or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by delivery service, over-night delivery service or facsimile (followed by another permitted form of delivery) and addressed to the recipient Party at its notice address provided on the cover page of this Agreement. Such communications, when personally delivered, shall be effective upon receipt. Any Party may change its address for such communications to another address in the United States of America by giving notice of the change to the other Party in accordance with the requirements of this section 17.6.
- 17.8. *Choice of Law; Construction of Agreement.* This Agreement will be construed under the laws of the State of New York, exclusive of its conflicts of laws, principles, and has been negotiated by the respective Parties and the language shall not be construed for or against any Party. The titles and headings are for reference purposes only and shall not in any manner limit the construction of this Agreement which shall be considered as a whole.
- 17.9. *Further Assurances; Cooperation.* Each Party shall execute such further instruments, documents, and agreements, and shall provide such further written assurances, as may be reasonably requested by the other Party to better evidence and reflect the transactions described in and contemplated by, and to carry into effect the intents and purposes of this Agreement.
- 17.10. *Non-Solicitation.* For a period ending two (2) years following the date of termination or expiration of this Agreement, Customer shall not solicit the employment or services of, nor employ or otherwise retain, any employee or former employee of Licensor who has been directly or indirectly involved in the development, licensing, installation, or support of any Licensor software product.
- 17.11. *Independent Contractor Status.* It is the intention of the Parties that their relationship is that of independent contractor and this Agreement shall not create any other relationship, whether partnership, joint venture, agency, or otherwise, between the respective Parties. Neither Party has any authority, whether actual, express, implied, or apparent, to bind or otherwise obligate the other Party in any capacity. Licensor shall be entitled to list Customer in any designation of its customers in advertising or other published materials of Licensor.
- 17.12. *No Third-Party Beneficiary Rights.* No provision of this Agreement is intended or shall be construed to provide or create any third party beneficiary right or any other right of any kind in any Person other than the Parties and their proper successors and assigns, and all terms and provisions shall be personal solely between the Parties to this Agreement and such proper successors and assigns.
- 17.13. *Survival.* The provisions of section 2, sections 8 through 10, and sections 12 through 17 shall survive the expiration or termination of this Agreement.
- 17.14. *Fees and Costs.* In the event of any litigation or arbitration between the Parties in connection with or arising out of this Agreement, or to enforce any right or obligation of either Party under this Agreement, or for a declaratory judgment, or for the construction or interpretation of this Agreement or any right or obligation under or impacted by this Agreement (in each case, a "Proceeding"), the Party which substantially prevails in any such Proceeding shall be entitled to recover from the other Party all of such prevailing Party's fees and costs, including, without limitation, attorneys' fees, court costs, and costs of expert witnesses and of investigation, incurred at or in connection with any level of the Proceeding, including all appeals.
- 17.15. *Cooperative Procurement:* This agreement may be used as a cooperative procurement vehicle by any jurisdiction that is eligible. Licensor reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, scope and circumstances of that cooperative procurement.

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

ALBANY COUNTY PROBATION DEPARTMENT:

By: _____
Name: _____
Title: _____
Date: _____

CATALIS COURTS & LAND RECORDS, LLC:

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE A : Statement of Work

1. TERM OF AGREEMENT

The Initial Term of this Software Maintenance Agreement shall commence upon the effective date of this Agreement and shall remain in force for a term of twelve (12) consecutive months. At the end of the Initial Term, the Agreement shall automatically be renewed for subsequent periods equal to the Initial Term, unless terminated by written notice by either party at least ninety (90) days prior to expiration.

2. CASELOAD EXPLORER TECHNICAL SUPPORT & MAINTENANCE SERVICES

This Agreement provides a continuation of support and maintenance services for existing software in use.

Technical Support Services shall mean the providing Licensor's technical expertise to assist the Customer in the on-going use of the licensed software, repair of software errors and provide software updates to enhance and improve AutoMon Caseload Explorer and any local interfaces supported by Licensor. These Technical Support Services shall be provided consistent with Schedule C: Service Level Agreement, or its successor. Customer must maintain and provide, consistent with County security policies, access to Licensor's personnel via secure high-speed remote access connection. Support services will be provided remotely by telephone or online at Licensor's option.

Caseload Explorer is a comprehensive Probation Case Management System in use today in nearly 80 agencies throughout the country for both Juvenile and Adult probation. Installed either on-premises or hosted on Microsoft Azure Government, Caseload Explorer provides case and financial management in a secure environment for protecting, organizing, sharing, reporting, and managing client information.

SCHEDULE B : Pricing and Payment Schedule

1. ANNUAL SUPPORT & MAINTENANCE FEES

	1/1/2024 - 12/31/2024	1/1/2025 - 12/31/2025	1/1/2026 - 12/31/2026
Probation Case Management - Caseload Explorer 104 Licensed Users	\$ 33,897	\$ 35,592	\$ 37,371

1.1. Fees shall be billed upon the Term Start Date.

1.2. Future Year Fees shall be billed annually in advance.

2. ADDITIONAL SERVICES

Future Professional Services, customizations, modifications, or integrations can be provided at a current year hourly services rate. Any additional work requested will require a Professional Services Work Order.

SCHEDULE C : Service Level Agreement

1. DESCRIPTION OF SUPPORT SERVICES

1.1. Support Services

- 1.1.1. During the term of this Agreement, Licensor will provide the services described herein so as to maintain the Software in good working order, keeping it free from material defects so that the Software shall function properly and in accordance with the accepted level of performance as set forth in the Schedule.
- 1.1.2. Licensor will make available to Customer documentation for how to contact the Support Help Desk, including a phone number, Support email and access to Customer Support online portal to request service. The Support Center operates during business hours, 8:00am to 6:00pm local time, Monday through Friday, excluding Holidays.
- 1.1.3. Not covered under Support Services are reported defects caused by customer computers, local environments, networks, or third-party software

1.2. Customer First Line Support Responsibilities

Customer is required to establish and maintain an internal help desk. This means that you are responsible for your internal network, local hardware, systems software on your servers, desktop configuration and support and basic user questions or problems regarding the features and functions of the Software. Any internal documentation needed to maintain the internal help desk is the Customer's responsibility. In all cases, First Line Support requires you to investigate and provide initial response to your users for the following:

- a. First call response respecting performance, functionality or operation of the system and Software;
- b. Attempt to recreate the reported problem;
- c. Document the reported problem, including, when possible, screenshots and/or detailed descriptions with reproduction steps;
- d. Document the steps taken by your First Line Support to troubleshoot the problem;
- e. Resolve, when possible, the problems your users have reported.

1.3. Remedial Support

- 1.3.1. Upon receipt by Licensor of notice from Customer through the Catalis Support (via phone, email or through the Customer Support Portal) of an error, defect, or nonconformity in the Software, Licensor shall respond as provided below:

Service Level	Service Level Definition	Initial Response Time	Resolution
1	Your production use of the Software is stopped or severely impacted such that you cannot continue to work. The operation is mission critical to the business and no Circumvention Procedures are available. *Support Level 1 issues must be reported via phone	2 business hours	2 business days
2	You experience a severe loss of service where essential functionality is unavailable, however, operations can continue in a restricted fashion or by use of a Circumvention Procedure. *Support Level 2 issues must be reported via phone	4 business hours	5 business days
3	You experience a loss of service where non-essential functionality is unavailable and a workaround is not available to restore functionality.	2 business days	25 business days
4	You experience a loss of service where non-essential functionality is unavailable. The impact is an inconvenience, or a Circumvention Procedure is available.	2 business days	Within next two version releases
5	A cosmetic or minor issue that does not impact the operation of a Software.	2 business days	Issue may be resolved at Licensor's discretion at a future date

6	All Feature Requests, usage questions, or requests for training. Also reported problems that are caused by customer computers, local environments, networks, or third-party software.	4 business days	These requests are outside the scope of our support obligations
---	---	-----------------	--

1.3.2. Any technical or other issue for which the Customer requests services, but which is not a Defect or Error, shall be treated as a Feature Request for additional services requiring a Professional Services Work Order. Any nonconformity resulting from Customer's misuse, improper use, alteration, or damage of the Licensed Product shall not be considered a Defect or Error.

- a. **Critical Defect:** Error in the Services which renders the Services unable to perform a Functional Specification and for which a workaround is not available.
- b. **Non-Critical Defect:** Defect in the Services that materially impacts the operation of the Services and for which a workaround is not available.
- c. **Documented Error:** Error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet a Functional Specification; or (ii) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the documentation to meet a Functional Specification.

1.3.3. Feature Request:

Definition: Functionality that does not currently exist in the Product. These requests are outside the scope of our support obligations. The Licensor will include for consideration in future software releases or provide a billable Professional Services Work Order upon request.

Customers may request customizations by submitting a request through the Sales department (sales@catalisgov.com).

1.4. Software Update Services

During the term of this Agreement, Licensor will maintain the Software by providing software updates and enhancements to Customer as the same are offered by Licensor to its licensees of the Software ("Updates"). All software updates and enhancements provided to Customer by Licensor pursuant to the terms of this Agreement shall be subject to the terms and conditions of the Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

1.4.1. Bug fixes;

1.4.2. Enhancements to market data service software provided by Licensor to keep current with changes in market data services or as Licensor makes enhancements;

1.4.3. Performance enhancements to Software.

1.4.4. Updates do not include:

- a. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and
- b. New functions such as (i) new functionality in the market data delivery infrastructure; (ii) new market data feeds; (iii) new applications; and (iv) new presentation tools.

1.4.5. Updates will be provided in machine-readable format and updates to related documentation will be provided in soft copy form. All such deliveries shall be made available to Customer at a specific Licensor FTP location. Duplication, distribution and installation of Updates are the responsibility of Customer. If requested prior to 5:00pm on the current business day, Licensor will provide assistance for the installation of Updates on the next business day.

1.4.6. Licensor will provide support services for previous releases for a minimum period of six (6) months following the general availability of a new release or software update. After this time, Licensor shall have no further responsibility for supporting and maintaining the prior releases.

1.4.7. Licensor assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Software if Customer has made changes to the system hardware/software configuration or modifications to any supplied source code which affect the performance of the Software and which were made without prior notification and written approval by Licensor. Licensor assumes no responsibility for the operation or performance of any Customer-written or third-party application.

1.5. Services Not Included

Services do not include any of the following: (i) feature requests or custom programming services; (ii) support of any software that is not Software; (iii) training; (iv) out-of-pocket and reasonable expenses, including hardware and related supplies. Services, as described in this section 1.4, if required by Customer, would be executed via approved Professional Services Work Order.

2. RESPONSIBILITIES

2.1. Customer Responsibilities

- 2.1.1. Properly stage all Equipment in the Production and Testing environments at the Customer Provided Network Location(s) specified in section 3.1.
- 2.1.2. Arrange for all labor, tools, and test equipment necessary to completely install and test the Equipment at the Customer Provided Network Location(s) specified in section 3.1.
- 2.1.3. Provide Licensor with a Customer contact list including names, cell and office phone numbers and pager numbers if available of key contacts for the routine service and emergency repair of the Equipment at the Customer Provided Network Location(s) specified in section 3.1.
- 2.1.4. Make necessary arrangements to work cooperatively with Licensor in the isolation of troubles at the Customer Provided Network Location(s) specified in section 3.1.
- 2.1.5. Bear all costs associated with third party vendor efforts in disaster recovery of the Equipment and Covered Software at the Customer Provided Network Location(s) specified in section 3.1.
- 2.1.6. Provide Licensor with any necessary agency authorization, such as access badges, as may be required for Licensor to fulfill its obligations under this Service Level Agreement Schedule.
- 2.1.7. Report all troubles with the Software as outlined in section 1.
- 2.1.8. Request assistance from the Licensor with "First Level Services".
- 2.1.9. Assure proper machine configuration, audit controls, and operating methods.
- 2.1.10. Establish adequate backup plans, based on alternate procedures.
- 2.1.11. Implement procedures and checkpoints to satisfy requirements for security and accuracy of input and output as well as restart and recovery in the event of a malfunction.
- 2.1.12. Customer will be responsible for all hardware, including but not limited to, workstations, servers, IVR equipment, printers, and scanners. Customer will run any Licensor supplied installation files to install any necessary files on a workstation or server that are required to use the Software.
- 2.1.13. Customer shall provide notification at least sixty (60) days prior to upgrading or replacing infrastructure that are part of a normal end of life replacement plan that requires the assistance of the Licensor. Upgrades include but are not limited to (i) server upgrade or replacement, (ii) IVR upgrade or replacement, (iii) test environment or production environment changes. Emergency support due to hardware failures do not require advanced notice. However, emergencies created due to hardware and infrastructure failures fall under Billable Call Maintenance.

2.2. Licensor Responsibilities

- 2.2.1. Licensor will provide a central telephone number and email address to be used by Customer to report all troubles, schedule visits, request service, and to request Licensor Technical Support as outlined in sections 1 and 2 of this Schedule.
- 2.2.2. Licensor will provide Customer with installation files when necessary that will allow Customer the ability to install any necessary files on a workstation that are required to use the Software.
- 2.2.3. Licensor will provide Customer with updates and patches for any defect or enhancement made to the Covered Software even if the defect or enhancement was not reported by Customer.



March 15, 2024

William Connors
Probation Director
Albany County Probation Department
60 South Pearl Street
Albany, NY 12207-2197

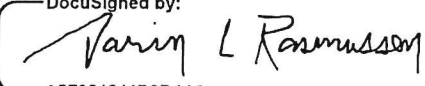
William,

Catalis Courts & Land Records, LLC, is a Limited Liability Company whose headquarters are located at 3025 Woodward Plaza, Suite 200, Alpharetta, GA 30005

Catalis Courts and Land Records, LLC is the only authorized seller of our Probation Management systems Caseload Explorer and Ce Connect suite of software products. Further, Catalis is the only firm authorized to provide technical services related to these products, including installation, customization, configuration, support, and maintenance.

Please feel free to contact us with any questions.

Sincerely,

DocuSigned by:

A5F321241B0D44C...

Darin Rasmussen
Executive Vice President
Catalis Courts & Land Records, LLC
3025 Woodward Plaza, Suite 200
Alpharetta, GA 30005
Contracts@catalisgov.com
(833) 781-8282



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: William Connors, Director
Probation Department

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: March 18, 2024

RE: Sole Source-Catalis/AutoMon

I am in receipt of your recommendation to award as a sole source to Catalis/AutoMon LLC.

I have reviewed your recommendation along with the sole source documentation from Catalis/AutoMon LLC, as Catalis/AutoMon is the only provider of the current system and therefore technical support services and maintenance is considered proprietary I approve your sole source.

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

Albany County Request for Contract Approval

Contract #	2024-1833
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	G8130 - Sewage Treatment
Date Submitted	Friday, March 29, 2024
Contact Person	Gaudio, Angelo
Contact Phone	() -518
Vendor Info	Main Motorcar 2024-228 W Main Street, Johnston, NY 12095-2395
Estimated Amount	\$55,894.24
Estimated Term	4/8/2024 to 12/31/2024 (Approximately 8 months)
Scope of Services	Supply of new 2024 Dodge RAM 2500 Crew Cab pickup truck.
Budget Line Item	GG8130 - - 22400
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MC COY
COUNTY EXECUTIVE

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

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NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

March 28, 2024

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

Hon. Joanne Cunningham
Chairwomen
Albany County Legislature
112 State Street – Suite 710
Albany, NY 12207

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

**Re: RFB 2024-048 Truck Mini-Bid
Main Motorcar**

Dear Contract Administration Board:

In response to the above referenced RFB, the Water Purification District is requesting authorization to award the purchase of the following vehicle(s) to Main Motorcar:

- 2024 Dodge Ram 2500 Tradesman Crew Cab in the amount of \$55,894.24.

Two bids were received and Main Motorcar was the lowest responsible bidder. The bid tabulation is 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: Bid tabulation

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



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, 2024

RE: RFQ#2024-048 Truck Mini Bid NYS Vehicle Marketplace

I am in receipt of your recommendation to Main Motor Car to purchase a 2024 Dodge Ram 2500 Tradesman Crew Cab in the amount of \$55,894.24.

As Main Motorcar is the lowest response and responsible bidder from the NYS Vehicle Marketplace mini bid I approve 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

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

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CHAIRMAN

NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent
From: Angelo Gaudio, Executive Director 
Subject: RFQ# 2024-048 Truck Mini-Bid
Date: March 28, 2024

The Water Purification District has reviewed the bids associated with the above referenced RFQ and recommends the award to Main Motorcar for the purchase of the following vehicles quoted:

- 2024 Dodge Ram 2500 Tradesman Crew Cab in the amount of \$55,894.24

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.

RFQ 2024-048 Tabulation
2024 Dodge Ram

Vendor	Ferrario Ford	Main Motorcar
Price	\$ 62,336.50	\$ 55,894.24

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): Mini-Bid Response

Form Revision: 9/12/23

Part A: Mini-Bid and Contractor Information	
1.0 Mini-Bid Questions	Contractor Response
1.1 Mini-Bid Reference Number (e.g. 12345; see the Mini-Bid Request)	RFQ-2024-048
1.2 Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? (click on yellow box and use drop-down menu)	Purchased
1.3 Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? (click on yellow box and use drop-down menu)	Yes, Part B of this form has been completed.
1.4 Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? (click on yellow box and use drop-down menu)	No, Part C of this form has been left blank.
2.0 Contractor Information	
2.1 Full Legal Business Name, including DBA if applicable	HOWELL & PIERSON DBA MAIN MOTORCAR
2.2 OGS Contract Number (e.g., PC12345)	PC68941
2.3 Federal Employer Identification Number / FEIN (e.g. 14-1234567)	14-1288470
2.4 NYS Vendor ID Number (e.g., 1000012345)	1100022298
3.0 Primary Contact Information	
3.1 Contact Name	GEORGE KLINE
3.2 Contact Email	GKLINE@MAINMOTORCAR.COM
3.3 Contact Phone (1)	516-762-3183 EXT.223
3.4 Contact Phone (2)	
4.0 Secondary Contact Information	
4.1 Contact Name	CLARE ECHEVARRIA
4.2 Contact Email	CLARE@MAINMOTORCAR.COM
4.3 Contact Phone (1)	516-762-3183 EXT.231
4.4 Contact Phone (2)	

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid	
1.0 General Questions (Built to Spec)	Contractor Response
1.1 Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? (Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request)	Yes
1.2 Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	90-100
1.3 Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	TBA
2.0 Vehicle Offered (Built to Spec)	
2.1 Model Year (e.g., 2023, 2024)	2024
2.2 Make (e.g., Ford, Chevrolet, Dodge)	RAM
2.3 Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	2500 TRADESMAN CREW CAB
2.4 Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	DJ7L91
2.5 Drive Type (click on yellow box and use drop-down menu)	4x4
If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6 Fuel Type (click on yellow box and use drop-down menu)	Gasoline Only
If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7 Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	MAIN MOTORCAR & TAT
3.0 Additional Information (Built to Spec)	
3.1 If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
N/A	
4.0 Vehicle Price Worksheet (Built to Spec)	
4.1 NYS Base MSRP	Price
	\$67,376.00
4.2 NYS Discount (Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055)	18.78
4.3 NYS Base Price (Automatically calculated: NYS Base MSRP minus NYS Discount)	\$46,594.24
4.4 NYS Aftermarket Components Price (If there are no Aftermarket Components, leave blank)	\$9,300.00
4.5 NYS Price for the Vehicle (Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price)	\$55,894.24
4.6 Number of Vehicles (This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request)	1
4.7 Total Price for Mini-Bid (Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles)	\$55,894.24

Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid	
1.0 General Questions (Pre-Existing)	Contractor Response
1.1 Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? (click on yellow box and use drop-down menu) (Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected).	
1.2 Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submit deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see Section 2.42 Procurement Method, Paragraph G Timeframe for Offers in Mini-Bids)? (click on yellow box and use drop-down menu)	
2.0 Additional Information (Pre-Existing)	
2.1 If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
3.0 Vehicle Price Worksheet (Pre-Existing)	

If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-X0000000-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles).

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium
001						
002						
003						
004						
005						
006						
007						
008						
009						
010						
011						
012						
013						
014						
015						

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): Mini-Bid Response

Form Revision: 9/12/23

Part A: Mini-Bid and Contractor Information	
1.0 Mini-Bid Questions	Contractor Response
1.1 Mini-Bid Reference Number (e.g. 12345; see the Mini-Bid Request)	RFQ-2024-048
1.2 Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>(click on yellow box and use drop-down menu)</i>	Purchased
1.3 Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? <i>(click on yellow box and use drop-down menu)</i>	No, Part B of this form has been left blank.
1.4 Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? <i>(click on yellow box and use drop-down menu)</i>	Yes, Part C of this form has been completed.
2.0 Contractor Information	
2.1 Full Legal Business Name, including DBA if applicable	Ferraro Ford dba Ferraro Auto Team of Elmira
2.2 OGS Contract Number (e.g., PC12345)	PC09848
2.3 Federal Employer Identification Number / FEIN (e.g. 14-1234567)	20-1157222
2.4 NYS Vendor ID Number (e.g., 1000012345)	100029893
3.0 Primary Contact Information	
3.1 Contact Name	Don Ferraro
3.2 Contact Email	don@ferraro.com
3.3 Contact Phone (1)	607-398-7078
3.4 Contact Phone (2)	607-738-2776
4.0 Secondary Contact Information	
4.1 Contact Name	Landon Mayhew
4.2 Contact Email	lmayhew@ferraro.com
4.3 Contact Phone (1)	607-734-1681
4.4 Contact Phone (2)	

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid	
1.0 General Questions (Built to Spec)	Contractor Response
1.1 Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? <i>(Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request)</i>	
1.2 Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	
1.3 Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	
2.0 Vehicle Offered (Built to Spec)	
2.1 Model Year (e.g., 2023, 2024)	
2.2 Make (e.g., Ford, Chevrolet, Dodge)	
2.3 Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	
2.4 Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	
2.5 Drive Type <i>(click on yellow box and use drop-down menu)</i>	
If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6 Fuel Type <i>(click on yellow box and use drop-down menu)</i>	
If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7 Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	
3.0 Additional Information (Built to Spec)	
3.1 If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
4.0 Vehicle Price Worksheet (Built to Spec)	
4.1 NYS Base MSRP	Price
4.2 NYS Discount <i>(Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055)</i>	
4.3 NYS Base Price <i>(Automatically calculated: NYS Base MSRP minus NYS Discount)</i>	\$0.00
4.4 NYS Aftermarket Components Price <i>(If there are no Aftermarket Components, leave blank)</i>	
4.5 NYS Price for the Vehicle <i>(Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price)</i>	\$0.00
4.6 Number of Vehicles <i>(This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request)</i>	
4.7 Total Price for Mini-Bid <i>(Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles)</i>	Enter Pricing

Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid	
1.0 General Questions (Pre-Existing)	Contractor Response
1.1 Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? <i>(click on yellow box and use drop-down menu)</i> <i>(Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected.)</i>	Yes
1.2 Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see Section 2.42 Procurement Method, Paragraph G Timeline for Offers in Mini-Bids)? <i>(click on yellow box and use drop-down menu)</i>	Yes
2.0 Additional Information (Pre-Existing)	
2.1 If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
N/A	
3.0 Vehicle Price Worksheet (Pre-Existing)	

If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles).

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color
(Example)	2023	Chevrolet	Traverse	GV14526	Blue Metallic	Dark Titanium
001	2024	Ram	2500 Tradesman Crew	DJ7LS91	White	Black
002						
003						
004						
005						
006						
007						
008						
009						
010						
011						
012						
013						
014						
015						

Albany County Request for Contract Approval

Contract #	2024-1856
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	D5010 - Public Works
Date Submitted	Wednesday, April 3, 2024
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	CPS of Albany, Inc 77 Central Avenue, Albany, NY 12206
Estimated Amount	\$33,300.00
Estimated Term	4/3/2024 to 12/31/2024 (Approximately 8 months)
Scope of Services	Approval to enter into a contract with CPS of Albany, for the purchase and installation of fencing along the Albany County Rail Trail.
Budget Line Item	CAPIT - 2 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: April 3, 2024

Re: Contract Request

The Public Works Department respectfully requests approval to enter into a contract with CPS of Albany, for the purchase and installation of fencing along the Albany County Rail Trail. We received eight (8) bids for RFB-2024-028 and CPS of Albany was the lowest responsive bidder. The total purchase price shall not exceed \$33,300.00.

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO, PE
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

Memorandum

To: Pamela O'Neill, Purchasing Agent

From: Lisa Ramundo, Commissioner

Date: April 2, 2024

RE: RFB# 2024-028 Fencing for Albany County Rail Trail

I have reviewed the eight (8) bid results for the above referenced RFB. I would like to recommend the low bidder CPS of Albany as highlighted on the attached spreadsheet.

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



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: Lisa Ramundo
Commissioner

FROM: Pamela O Neill
Purchasing Agent

DATE: April 2, 2024

RE: RFB #2024-028 Fencing for Albany County Rail Trail

I am in receipt of your recommendation to award the aforementioned to CPS of Albany in the amount of \$33,300.00.

As CPS of Albany 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-2024-028 Tabulation
Fencing for Albany County Rail Trail

Bidder	Fox Fence Ent.	WBE Fence Co.	Giacorp Contracting	Afsco Fence
Install 1200 LF	\$ 65,820.00	\$ 51,145.00	\$ 39,628.86	\$ 39,000.00
Purchase 600 LF	\$ 11,400.00	\$ 8,950.00	\$ 5,073.14	\$ 7,062.00
Total Cost	\$ 77,200.00	\$ 60,095.00	\$ 44,702.00	\$ 46,062.00

Bidder	Bruce Fence Co.	Spitale Const.	CPS of Albany	BD Fence Sol
Install 1200 LF	\$ 46,752.00	\$ 59,659.22	\$ 27,500.00	\$ 57,072.00
Purchase 600 LF	\$ 7,630.00	\$ 6,229.28	\$ 5,800.00	\$ 5,538.00
Total Cost	\$ 54,382.00	\$ 65,888.50	\$ 33,300.00	\$ 62,610.00

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Purchase and Installation of Fencing for the Albany County Rail Trail**
Bid Number: **2024-028**

THIS BID IS SUBMITTED TO:

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

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

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

Date 3/28/2024

Number 2024-028

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

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

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.
4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F")
 - (g) Non Interruption of Work Agreement (Attachment "G")
7. Communication concerning this Bid shall be addressed to:
- CPS of ALBANY, INC
- 77 CENTRAL AVE
- ALBANY, NEW YORK 12206
- Phone: 518-365-2813
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BF2

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Purchase and Installation of Fencing for the Albany County Rail Trail

Bid Number: **2024-028**

(A) Installation of 1200 LF of fencing (LS): \$ 27,500.00

(B) Purchase of 600 LF of fencing (LS) \$ 5,800.00

(C) Total Project Cost, A + B: \$ 33,300.00

COMPANY: CPS of ALBANY, INC.

ADDRESS: 77 CENTRAL AVENUE

CITY, STATE, ZIP: ALBANY, New York 12206

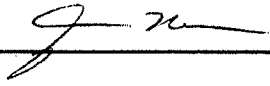
TEL. NO.: 518-365-2813

FAX NO.: 518-438-7325

FEDERAL TAX ID NO.: 37-1904848

REPRESENTATIVE: JAMES MIKULA

E-MAIL: Lance.J.Rider@gmail.com

SIGNATURE AND TITLE  SENIOR SAFETY MANAGER

DATE 3/28/2024

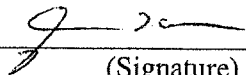
BF3

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for: Purchase and Installation of Fencing for Albany County
Bid # 2024-028 Rail Trail

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

Firm: CPS of Albany, Inc.

By: 
(Signature)

JAMES MIKULA
(Typed)

Title: SENIOR SAFETY MANAGER

Date: 3/28/2024

Kathy Hochul, Governor



Roberta Reardon, Commissioner

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

Schedule Year 2023 through 2024
Date Requested 03/05/2024
PRC# 2024002732

Location Albany County
Project ID# RFB-2024-028
Project Type The Contractor will supply and install fencing on the Albany County Rail Trail as per specifications

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2023 through June 2024. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

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.

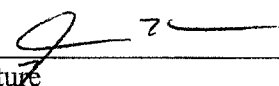
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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 Safety Manager

Title

CPS of Albany, Inc

Company Name

3/28/2024

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 _____

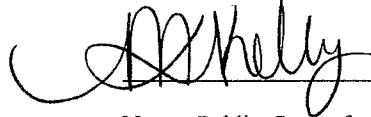
Commission Expires _____

If Corporation:

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

On this 28 day of March, 2024, before me personally appeared James Mikula to me known, who, being by me sworn, did say that he resides at (give address) 77 Central Ave Albany NY 12206; that he is the (give title) Senior Safety Manager of the (name of corporation) CPS of Albany 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.

MOLLY-KATE KELLY
Notary Public - State of New York
No. 01KE6404574
Qualified in Albany County
My Commission Expires Feb. 24, 2028



Notary Public, State of New York

Qualified in Albany County

Commission Expires 2/24/28

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 CPS of Albany, Inc		3. IDENTIFICATION NUMBERS a) FEIN # 37-1904848 b) DUNS # 094603797											
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: CPS of Albany, Inc Albany		5. WEBSITE ADDRESS (if applicable)											
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 77 Central Ave Albany NY 12206		7. TELEPHONE NUMBER 518-365-2813	8. FAX NUMBER										
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above Same		10. TELEPHONE NUMBER Same	11. FAX NUMBER										
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE <table style="width: 100%;"> <tr> <td style="width: 50%;">Name Peter Hitchcock</td> <td style="width: 50%;">James Mikula</td> </tr> <tr> <td>Title President</td> <td>Office Mgr.</td> </tr> <tr> <td>Telephone Number 518-365-2813</td> <td></td> </tr> <tr> <td>Fax Number</td> <td></td> </tr> <tr> <td>e-mail</td> <td></td> </tr> </table>				Name Peter Hitchcock	James Mikula	Title President	Office Mgr.	Telephone Number 518-365-2813		Fax Number		e-mail	
Name Peter Hitchcock	James Mikula												
Title President	Office Mgr.												
Telephone Number 518-365-2813													
Fax Number													
e-mail													
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.													
a) NAME Peter Hitchcock	TITLE President	b) NAME	TITLE										
c) NAME	TITLE	d) NAME	TITLE										
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.													
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No											
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:													
a) An elected or appointed public official or officer? List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service		☐ Yes ☒ No											
b) An officer of any political party organization in Albany County, whether paid or unpaid? List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.		☐ 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
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: :

☐ 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

CERTIFICATION:

The undersigned certifies that he/she:

- Sworn before me this 28 day of March, 2024
[Signature]
 Notary Public

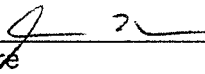
MOLLY-KATE KELLY
Notary Public - State of New York
No. 01KE6404574
Qualified in Albany County
My Commission Expires Feb. 24, 2024

Molly-Kate Kelly
Printed Name

Signature
2 3/28/24
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 SAFETY MANAGER

Title

3/28/2024

Date

CPS of Albany, Inc.

Company Name

ATTACHMENT "E"

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

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

Name of Third Party Entity: CPS of Albany, Inc

Address: 77 Central Ave
Albany, NY 12204

Phone Number(s): 518-365-2813

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

Fence Installation

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

Designated area of Rail Trail

Signature

Printed Name

Title

Date

JAMES Mickle

SENIOR Safety Manager

3/28/2024

Albany County Request for Contract Approval

Contract #	2024-1795
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	D5110 - Maintenance of Roads and Bridges
Date Submitted	Wednesday, March 20, 2024
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Various Vendors as per the attached spreadsheet Various, Various, NY 00000
Estimated Amount	\$50,000.00
Estimated Term	5/1/2024 to 4/30/2025 (Approximately 11 months)
Scope of Services	The purchase of asphal 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%
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

Joanne Cunningham,
Chairwoman
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. Joanne Cunningham, Chairwoman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: March 20, 2024

Re: RFB #2024-014 Asphalt Material Bid

The Public Works Department respectfully requests approval of awards for the 2024 Asphalt Material Only Bid (RFB #2024-014) as per the attached highlighted spreadsheets. The term of this award is for the period of one (1) year (5/1/24-4/30/25) and shall not exceed \$50,000.

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.



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 19, 2023

RE: RFB #2024-014 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.



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 20, 2024

RE: RFB 2024-014 Asphalt Material Only

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

As the vendors listed 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.

NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2024-014

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 22, 2024.

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 8, 2024**.

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
February 2, 2024

PUBLISH ONE DAY – **February 8, 2024** -- THE EVANGELIST
PUBLISH ONE DAY – **February 8, 2024** -- THE TIMES UNION

Albany County Colonie 756 Albany Shaker Road, Colonie NY 12212			
	<u>Callanan</u>	<u>All States Construction</u> <u>Gorman Bros</u>	<u>New Castle Asphalt</u>
Pick up Location	100 Crabapple Lane Watervliet	200 Church St Albany	230 Riverside Ave Rennsselaer
Item	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>
403.11 Type 1 Base			\$ 49.50
403.13 Type 3 Binder			\$ 52.50
403.15 Shim Course			\$ 73.50
403.16 Type 6 Top	\$ 59.95		
403.1701 Type 6F Top (High Marshall Design)	\$ 59.95		
403.18 Type 7 Top	\$ 63.95		
403.1901 Type 7F (High Friction Design)	\$ 63.95		
403.21 Asphalt Concrete Truing & Leveling	\$ 63.95		
403.2010 Winter Mix-Non Fiber			
15402.2030 Plant mixed cold patch		\$ 115.50	
403.2040 Winter Mix W/Fiber			

Albany County New Scotland 449 New Salem Road, Voorheesville NY 12186			
	<u>Dolomite Products Company</u>	<u>All States Construction Gorman Bros</u>	<u>New Castle Asphalt</u>
Pick up Location	145 Cordell Rd Schenectady	200 Church St Albany	230 Riverside Ave Rennsselaer
Item	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>
403.11 Type 1 Base			\$ 49.50
403.13 Type 3 Binder			\$ 52.50
403.15 Shim Course			\$ 73.50
403.16 Type 6 Top	\$ 58.45		
403.1701 Type 6F Top (High Marshall Design)	\$ 58.45		
403.18 Type 7 Top	\$ 62.45		
403.1901 Type 7F (High Friction Design)	\$ 62.45		
403.21 Asphalt Concrete Truing & Leveling	\$ 62.45		
403.2010 Winter Mix-Non Fiber			
15402.2030 Plant mixed cold patch		\$ 115.50	
403.2040 Winter Mix W/Fiber			

Albany County Coeymans 145 CR 111, Alcove NY 12007		
	<u>Callanan</u>	<u>All States Construction</u>
		Gorman Bros
Pick up Location	95 CR-101 Selkirk	200 Church St Albany
Item	<u>Price Per Ton</u>	<u>Price Per Ton</u>
403.11 Type 1 Base	\$ 56.50	
403.13 Type 3 Binder	\$ 57.00	
403.15 Shim Course	\$ 81.00	
403.16 Type 6 Top	\$ 58.45	
403.1701 Type 6F Top (High Marshall Design)	\$ 58.45	
403.18 Type 7 Top	\$ 62.45	
403.1901 Type 7F (High Friction Design)	\$ 62.45	
403.21 Asphalt Concrete Truing & Leveling	\$ 62.45	
403.2010 Winter Mix-Non Fiber		
15402.2030 Plant mixed cold patch		\$ 115.50
403.2040 Winter Mix W/Fiber		

Albany County Westerlo 19 CR 410 Westerlo NY 12193			
	<u>Callanan</u>	<u>Cobleskill Stone Products</u>	<u>New Castle Asphalt</u>
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	230 Riverside Ave Rennselaer
Item	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>
403.11 Type 1 Base			\$ 49.50
403.13 Type 3 Binder	\$ 57.00		
403.15 Shim Course			\$ 73.50
403.16 Type 6 Top	\$ 58.45		
403.1701 Type 6F Top (High Marshall Design)	\$ 58.45		
403.18 Type 7 Top	\$ 62.45		
403.1901 Type 7F (High Friction Design)	\$ 62.45		
403.21 Asphalt Concrete Truing & Leveling	\$ 62.45		
403.2010 Winter Mix-Non Fiber			
15402.2030 Plant mixed cold patch		\$ 110.00	
403.2040 Winter Mix W/Fiber			

Albany County Berne, 821 Cole Hill Road, CR2 East Berne NY 12059			
	<u>Cobleskill Stone Products</u>	<u>Dolomite Products Company</u>	<u>New Castle Asphalt</u>
Pick up Location	Rt 30 Schoharie	145 Cordell Rd Schenectady	230 Riverside Ave Rennselaer
Item	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>
403.11 Type 1 Base			\$ 49.50
403.13 Type 3 Binder		\$ 57.00	
403.15 Shim Course			\$ 73.50
403.16 Type 6 Top		\$ 58.45	
403.1701 Type 6F Top (High Marshall Design)		\$ 58.45	
403.18 Type 7 Top		\$ 62.45	
403.1901 Type 7F (High Friction Design)		\$ 62.45	
403.21 Asphalt Concrete Truing & Leveling		\$ 62.45	
403.2010 Winter Mix-Non Fiber			
15402.2030 Plant mixed cold patch	\$ 110.00		
403.2040 Winter Mix W/Fiber			

Albany County Knox 1296 Township Road, SR 146 Knox NY 12107		
	<u>Cobleskill Stone Products</u>	<u>Dolomite Products Company</u>
Pick up Location	Rt 30 Schoharie	145 Cordell Rd Schenectady
Item	<u>Price Per Ton</u>	<u>Price Per Ton</u>
403.11 Type 1 Base		\$ 56.50
403.13 Type 3 Binder		\$ 57.00
403.15 Shim Course		\$ 81.00
403.16 Type 6 Top		\$ 58.45
403.1701 Type 6F Top (High Marshall Design)		\$ 58.45
403.18 Type 7 Top		\$ 62.45
403.1901 Type 7F (High Friction Design)		\$ 62.45
403.21 Asphalt Concrete Truing & Leveling		\$ 62.45
403.2010 Winter Mix-Non Fiber		
15402.2030 Plant mixed cold patch	\$ 110.00	
403.2040 Winter Mix W/Fiber		

Albany County Rensselaerville 265 CR 357 Medusa NY 12120			
	<u>Callanan</u>	<u>Cobleskill Stone Products</u>	<u>New Castle Asphalt</u>
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	230 Riverside Ave Rennsselaer
Item	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>
403.11 Type 1 Base			\$ 49.50
403.13 Type 3 Binder	\$ 57.00		
403.15 Shim Course			\$ 73.50
403.16 Type 6 Top	\$ 58.45		
403.1701 Type 6F Top (High Marshall Design)	\$ 58.45		
403.18 Type 7 Top	\$ 62.45		
403.1901 Type 7F (High Friction Design)	\$ 62.45		
403.21 Asphalt Concrete Truing & Leveling	\$ 62.45		
403.2010 Winter Mix-Non Fiber			
15402.2030 Plant mixed cold patch		\$ 110.00	
403.2040 Winter Mix W/Fiber			

Town of New Scotland 2029 New Scotland Road, Slingerlands NY 12159			
	<u>Callanan</u>	<u>Cobleskill Stone Products</u>	<u>New Castle Asphalt</u>
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	230 Riverside Ave Rennsselaer
Item	Price Per Ton	Price Per Ton	Price Per Ton
403.11 Type 1 Base			\$ 49.50
403.13 Type 3 Binder	\$ 57.00		
403.15 Shim Course			\$ 73.50
403.16 Type 6 Top	\$ 58.45		
403.1701 Type 6F Top (High Marshall Design)	\$ 58.45		
403.18 Type 7 Top	\$ 62.45		
403.1901 Type 7F (High Friction Design)	\$ 62.45		
403.21 Asphalt Concrete Truing & Leveling	\$ 62.45		
403.2010 Winter Mix-Non Fiber			
15402.2030 Plant mixed cold patch		\$ 110.00	
403.2040 Winter Mix W/Fiber			

Town of Guilderland 6338 French's Mill Road, Guilderland Center NY 12085			
	<u>Cobleskill Stone Products</u>	<u>Dolomite Products Company</u>	<u>New Castle Asphalt</u>
Pick up Location	Rt 30 Schoharie	145 Cordell Rd Schenectady	230 Riverside Ave Rennselaer
Item	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>
403.11 Type 1 Base			\$ 49.50
403.13 Type 3 Binder			\$ 52.50
403.15 Shim Course			\$ 73.50
403.16 Type 6 Top		\$ 58.45	
403.1701 Type 6F Top (High Marshall Design)		\$ 58.45	
403.18 Type 7 Top		\$ 62.45	
403.1901 Type 7F (High Friction Design)		\$ 62.45	
403.21 Asphalt Concrete Truing & Leveling		\$ 62.45	
403.2010 Winter Mix-Non Fiber			
15402.2030 Plant mixed cold patch	\$ 110.00		
403.2040 Winter Mix W/Fiber			

Town of Coeymans 1305 SR 143 Coeymans Hollow NY 12046		
	<u>Callanan</u>	<u>All States Construction</u> <u>Gorman Bros</u>
Pick up Location	95 CR-101 Selkirk	200 Church St Albany
Item	<u>Price Per Ton</u>	<u>Price Per Ton</u>
403.11 Type 1 Base	\$ 56.50	
403.13 Type 3 Binder	\$ 57.00	
403.15 Shim Course	\$ 81.00	
403.16 Type 6 Top	\$ 58.45	
403.1701 Type 6F Top (High Marshall Design)	\$ 58.45	
403.18 Type 7 Top	\$ 62.45	
403.1901 Type 7F (High Friction Design)	\$ 62.45	
403.21 Asphalt Concrete Truing & Leveling	\$ 62.45	
403.2010 Winter Mix-Non Fiber		
15402.2030 Plant mixed cold patch		\$ 115.50
403.2040 Winter Mix W/Fiber		

Town of Bethlehem 74 Elm Ave, East Selkirk			
	<u>Callanan</u>	<u>All States Construction</u> <u>Gorman Bros</u>	<u>New Castle Asphalt</u>
Pick up Location	95 CR-101 Selkirk	200 Church St Albany	230 Riverside Ave Rennsselaer
Item	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>
403.11 Type 1 Base			\$ 49.50
403.13 Type 3 Binder			\$ 52.50
403.15 Shim Course			\$ 73.50
403.16 Type 6 Top	\$ 58.45		
403.1701 Type 6F Top (High Marshall Design)	\$ 58.45		
403.18 Type 7 Top	\$ 62.45		
403.1901 Type 7F (High Friction Design)	\$ 62.45		
403.21 Asphalt Concrete Truing & Leveling	\$ 62.45		
403.2010 Winter Mix-Non Fiber			
15402.2030 Plant mixed cold patch		\$ 115.50	
403.2040 Winter Mix W/Fiber			

Town of Westerlo 671 CR401 Westerlo NY 12193			
	<u>Callanan</u>	<u>Cobleskill Stone Products</u>	<u>New Castle Asphalt</u>
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	230 Riverside Ave Rennsselaer
Item	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>
403.11 Type 1 Base			\$ 49.50
403.13 Type 3 Binder			\$ 52.50
403.15 Shim Course			\$ 73.50
403.16 Type 6 Top	\$ 58.45		
403.1701 Type 6F Top (High Marshall Design)	\$ 58.45		
403.18 Type 7 Top	\$ 62.45		
403.1901 Type 7F (High Friction Design)	\$ 62.45		
403.21 Asphalt Concrete Truing & Leveling	\$ 62.45		
403.2010 Winter Mix-Non Fiber			
15402.2030 Plant mixed cold patch		\$ 110.00	
403.2040 Winter Mix W/Fiber			

Town of Berne 1811 Helderberg Trail Highway Dept Berne NY 12023			
	<u>Callanan</u>	<u>Cobleskill Stone Products</u>	<u>New Castle Asphalt</u>
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	230 Riverside Ave Rennselaer
Item	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>
403.11 Type 1 Base			\$ 49.50
403.13 Type 3 Binder			\$ 52.50
403.15 Shim Course			\$ 73.50
403.16 Type 6 Top	\$ 58.45		
403.1701 Type 6F Top (High Marshall Design)	\$ 58.45		
403.18 Type 7 Top	\$ 62.45		
403.1901 Type 7F (High Friction Design)	\$ 62.45		
403.21 Asphalt Concrete Truing & Leveling	\$ 62.45		
403.2010 Winter Mix-Non Fiber			
15402.2030 Plant mixed cold patch		\$ 110.00	
403.2040 Winter Mix W/Fiber			

Town of Knox 1411 Township Road SR 146 Knox NY 12107			
	<u>Cobleskill Stone Products</u>	<u>Dolomite Products Company</u>	<u>New Castle Asphalt</u>
Pick up Location	Rt 30 Schoharie	145 Cordell Rd Schenectady	230 Riverside Ave Rennselaer
Item	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>
403.11 Type 1 Base			\$ 49.50
403.13 Type 3 Binder			\$ 52.50
403.15 Shim Course			\$ 73.50
403.16 Type 6 Top		\$ 58.45	
403.1701 Type 6F Top (High Marshall Design)		\$ 58.45	
403.18 Type 7 Top		\$ 62.45	
403.1901 Type 7F (High Friction Design)		\$ 62.45	
403.21 Asphalt Concrete Truing & Leveling		\$ 62.45	
403.2010 Winter Mix-Non Fiber			
15402.2030 Plant mixed cold patch	\$ 110.00		
403.2040 Winter Mix W/Fiber			

City of Albany Rapp Road Landfill Albany NY 12205						
	<u>Cobleskill Stone Products</u>	<u>Dolomite Products Company</u>	<u>All States Construction Gorman Bros</u>	<u>All States Construction Gorman Bros</u>	<u>New Castle Asphalt</u>	<u>New Castle Asphalt</u>
Pick up Location	Rt 30 Schoharie	145 Cordell Rd Schenectady	200 Church St Albany	200 Church St Albany	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer
Item	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Delivered</u>	<u>Price Per Ton</u>	<u>Delivered</u>
403.11 Type 1 Base					\$ 49.50	\$ 58.25
403.13 Type 3 Binder					\$ 52.50	\$ 61.25
403.15 Shim Course					\$ 73.50	\$ 82.25
403.16 Type 6 Top		\$ 58.45				\$ 69.00
403.1701 Type 6F Top (High Marshall Design)		\$ 58.45				\$ 69.00
403.18 Type 7 Top		\$ 62.45				\$ 71.25
403.1901 Type 7F (High Friction Design)		\$ 62.45				\$ 71.25
403.21 Asphalt Concrete Truing & Leveling		\$ 62.45				\$ 70.25
403.2010 Winter Mix-Non Fiber						
15402.2030 Plant mixed cold patch	\$ 110.00					
15402.2050M Duropatch			\$ 115.50	\$ 135.50		
403.2040 Winter Mix W/Fiber						
QPR Duropatch/Cold Patch						
Winter Cold Patch 50# Bags						

City of Albany 1 Conners Blvd, Albany Ny 12204						
	<u>Callanan</u>	<u>Cobleskill Stone Products</u>	<u>All States Construction Gorman Bros</u>	<u>All States Construction Gorman Bros</u>	<u>New Castle Asphalt</u>	<u>New Castle Asphalt</u>
Pick up Location	101 Dunham Drive Albany	Rt 30 Schoharie	200 Church St Albany	200 Church St Albany	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer
Item	Price Per Ton	Price Per Ton	Price Per Ton	Delivered	Price Per Ton	Delivered
403.11 Type 1 Base					\$ 49.50	\$ 58.25
403.13 Type 3 Binder					\$ 52.50	\$ 61.25
403.15 Shim Course					\$ 73.50	\$ 82.25
403.16 Type 6 Top	\$ 58.45					\$ 69.00
403.1701 Type 6F Top (High Marshall Design)	\$ 58.45					\$ 69.00
403.18 Type 7 Top					\$ 62.50	\$ 71.25
403.1901 Type 7F (High Friction Design)					\$ 62.50	\$ 71.25
403.21 Asphalt Concrete Truing & Leveling					\$ 61.50	\$ 70.25
403.2010 Winter Mix-Non Fiber						
15402.2030 Plant mixed cold patch		\$ 110.00				
15402.2050M Duropatch			\$ 115.50	\$ 135.50		
403.2040 Winter Mix W/Fiber						
QPR Duropatch/Cold Patch						
Winter Cold Patch 50# Bags						

Albany County Request for Contract Approval

Contract #	2024-1796
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	D5110 - Maintenance of Roads and Bridges
Date Submitted	Wednesday, March 20, 2024
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Various Vendors as per the attached spreadsheet Various, Various, NY 00000
Estimated Amount	\$75,000.00
Estimated Term	5/1/2024 to 4/30/2025 (Approximately 11 months)
Scope of Services	The purchase of cursed stone items by Public Works for various jobs throughout the County for road maintenance and repair
Budget Line Item	DD5110 - - 44075
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
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. Joanne Cunningham, Chairwoman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: March 20, 2024

Re: RFB #2024-013 Crushed Stone

The Public Works Department respectfully requests approval of awards for the 2024 Crushed Stone Bid (RFB #2024-013) as per the attached highlighted spreadsheets. The term of this award is for the period of one (1) year (5/1/24-4/30/25) 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.



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 19, 2024*

RE: *RFB #2024-013 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.



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 20, 2024

RE: RFB#2024-013 Crushed Stone

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

As the vendors listed 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.

NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2024-013

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 22, 2024.

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 8, 2024**.

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
February 2, 2024

PUBLISH ONE DAY – **February 8, 2024** -- THE EVANGELIST
PUBLISH ONE DAY – **February 8, 2024** -- THE TIMES UNION

Albany County Colonie 756 Albany Shaker Road, Colonie NY 12212							
	<u>Callanan</u>	<u>Cobleskill Stone Products</u>	<u>Carver Sand & Gravel</u>	<u>Troy Sand & Gravel</u>	<u>Wm Larned & Sons</u>	<u>GDI Company</u>	<u>Warren Fane</u>
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	36 Grange Road West Sand Lake	138 ColeHill Rd Berne	725 Highway 5 South Amsterdam, NY 12010	620 Main Ave Wynantskill, NY 12198
Item	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton
Screenings						\$ 10.26	
1A						\$ 22.74	
1A Washed						\$ 22.74	
1B						\$ 10.26	
1B Washed	\$ 10.20						
1				\$ 15.00			
1 ST			\$ 13.50				
1 ST Washed						\$ 19.95	
1 & 2 Mixed							18.5
2							18.5
3A	\$ 12.50						
3				\$ 15.00			
5 (Railroad Ballast)	\$ 14.30						
Stone Fill Light						\$ 15.11	
Stone Fill Medium						\$ 20.01	
Stone Fill Heavy						\$ 21.66	
Gabion Stone						\$ 17.33	
Crusher Run w/Stone Dusk for Compaction				\$ 11.00			
25% 1 Washed Stone, 50% 1A Washed Stone		\$ 17.05					
Stone Dust						\$ 10.26	
Yellow Sand (Sandy Lone or Sticky Sand)							14.25
Stone Fill Extra Heavy/ Delivered			\$ 46.75				
Item#4 Gravel/ Delivered					\$ 18.50		
Screenings Snow & Ice Control/ Delivered	\$ 19.05						
1B Washed Snow & Ice Control/ Delivered	\$ 20.45						
Additional delivery price per ton for any item that is priced for Pick Up	10.25 Med & Heavy Stone fill Hourly		11.50/210 per hour for med & heavy stone		16 Med/Heavy Stone 9.00		8.6

Albany County New Scotland 449 New Salem Road, Voorheesville NY 12186						
	<u>Callanan</u>	<u>Cobleskill Stone Products</u>	<u>Carver Sand & Gravel</u>	<u>Wm Larned & Sons</u>	<u>GDI Company</u>	<u>Warren Fane</u>
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	138 ColeHill Rd Berne	725 Highway 5 South Amsterdam,	620 Main Ave Wynantskill, NY 12198
Item	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton
Screenings	\$ 8.80					
1A	\$ 20.90					
1A Washed	\$ 22.00					
1B	\$ 8.80					
1B Washed	\$ 10.20					
1	\$ 13.20					
1 ST			\$ 13.50			
1 ST Washed					\$ 19.95	
1 & 2 Mixed	\$ 13.00					
2	\$ 12.20					
3A	\$ 12.50					
3	\$ 12.50					
5 (Railroad Ballast)	\$ 14.30					
Stone Fill Light	\$ 14.50					
Stone Fill Medium	\$ 18.20					
Stone Fill Heavy	\$ 21.45					
Gabion Stone	\$ 14.50					
Crusher Run w/Stone Dusk for Compaction				\$ 8.40		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		\$ 17.05				
Stone Dust	\$ 8.80					
Yellow Sand (Sandy Lone or Sticky Sand)						14.25
Stone Fill Extra Heavy/Delivered			\$ 46.75			
Item#4 Gravel/Delivered				\$ 18.50		
Screenings Snow & Ice Control/Delivered	\$ 16.30					
1B Washed Snow & Ice Control/Delivered	\$ 17.70					
Additional delivery price per ton for any item that is priced for Pick Up	7.50 Med & Heavy Stone fill Hour		9.00/210 per h	16 Med/Heavy Stone 7.50		13.35

Albany County Coeymans 145 CR 111, Alcove NY 12007					
	<u>Callanan</u>	<u>Cobleskill Stone Products</u>	<u>Carver Sand & Gravel</u>	<u>Wm Larned & Sons</u>	
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	138 ColeHill Rd Berne	
Item	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>	
Screenings	\$ 8.80				
1A	\$ 20.90				
1A Washed	\$ 22.00				
1B	\$ 8.80				
1B Washed	\$ 10.20				
1	\$ 13.20				
1 ST			\$ 13.50		
1 ST Washed					
1 & 2 Mixed	\$ 13.00				
2	\$ 12.20				
3A	\$ 12.50				
3	\$ 12.50				
5 (Railroad Ballast)	\$ 14.30				
Stone Fill Light	\$ 14.50				
Stone Fill Medium	\$ 18.20				
Stone Fill Heavy	\$ 21.45				
Gabion Stone	\$ 14.50				
Crusher Run w/Stone Dusk for Compaction	\$ 10.45				
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		\$ 17.05			
Stone Dust	\$ 8.80				
Yellow Sand (Sandy Lone or Sticky Sand)				\$ 18.00	
Stone Fill Extra Heavy/Delivered			\$ 46.75		
Item#4 Gravel/Delivered				\$ 18.50	
Screenings Snow & Ice Control/Delivered	\$ 14.80				
1B Washed Snow & Ice Control/Delivered	\$ 16.20				
Additional delivery price per ton for any item that is priced for Pick Up	6.00 Med & Heavy Stone fill Hour		10.5/210 per hr	16 Med/Heavy Stone 8.50	

Albany County Westerlo 19 CR 410 Westerlo NY 12193					
	<u>Callanan</u>	<u>Cobleskill Stone Products</u>	<u>Carver Sand & Gravel</u>	<u>Wm Larned & Sons</u>	
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	138 ColeHill Rd Berne	
Item	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton	
Screenings	\$ 8.80				
1A	\$ 20.90				
1A Washed	\$ 22.00				
1B	\$ 8.80				
1B Washed	\$ 10.20				
1	\$ 13.20				
1 ST		\$ 13.50			
1 ST Washed		\$ 13.50			
1 & 2 Mixed	\$ 13.00				
2	\$ 12.20			\$ 11.00	
3A	\$ 12.50				
3	\$ 12.50				
5 (Railroad Ballast)	\$ 14.30				
Stone Fill Light	\$ 14.50				
Stone Fill Medium				\$ 20.00	
Stone Fill Heavy				\$ 25.00	
Gabion Stone	\$ 14.50				
Crusher Run w/Stone Dusk for Compaction				\$ 8.40	
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		\$ 17.05			
Stone Dust	\$ 8.80				
Yellow Sand (Sandy Lone or Sticky Sand)				\$ 18.00	
Stone Fill Extra Heavy/Delivered			\$ 46.75		
Item#4 Gravel/Delivered				\$ 18.50	
Screenings Snow & Ice Control/Delivered	\$ 15.80				
1B Washed Snow & Ice Control/Delivered	\$ 17.20				
Additional delivery price per ton for any item that is priced for Pick Up	7.00 Med & Heavy Stone fill Hourly		8.35/210 per hour	16 Med/Heavy Stone 7.50	

Albany County Berne, 821 Cole Hill Road, CR2 East Berne NY 12059					
	<u>Callanan</u>	<u>Cobleskill Stone Products</u>	<u>Carver Sand & Gravel</u>	<u>Wm Larned & Sons</u>	<u>GDI Company</u>
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	138 ColeHill Rd Berne	725 Highway 5 South Amsterdam, NY 12010
Item	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton
Screenings					\$ 10.26
1A		\$ 18.75			
1A Washed		\$ 18.75			
1B					\$ 10.26
1B Washed	\$ 10.20				
1		\$ 13.50			
1 ST		\$ 13.50			
1 ST Washed		\$ 13.50			
1 & 2 Mixed		\$ 13.50			
2				\$ 11.00	
3A		\$ 13.50			
3		\$ 13.50			
5 (Railroad Ballast)		\$ 13.50			
Stone Fill Light					\$ 15.11
Stone Fill Medium				\$ 20.00	
Stone Fill Heavy				\$ 25.00	
Gabion Stone	\$ 14.50				
Crusher Run w/Stone Dusk for Compaction				\$ 8.40	
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		\$ 17.05			
Stone Dust					\$ 10.26
Yellow Sand (Sandy Lone or Sticky Sand)				\$ 18.00	
Stone Fill Extra Heavy/Delivered			\$ 46.75		
Item#4 Gravel/Delivered				\$ 18.50	
Screenings Snow & Ice Control/Delivered	\$ 16.30				
1B Washed Snow & Ice Control/Delivered	\$ 17.70				
Additional delivery price per ton for any item that is priced for Pick Up	7.50 Med & Heavy	\$ 5.20	7.00/210 per hour	16 Med/Heavy Stone 7.00	

Albany County Knox 1296 Township Road, SR 146 Knox NY 12107					
	<u>Callanan</u>	<u>Cobleskill Stone Products</u>	<u>Carver Sand & Gravel</u>	<u>Wm Larned & Sons</u>	<u>GDI Company</u>
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	138 ColeHill Rd Berne	725 Highway 5 South Amsterdam, NY 12010
Item	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>
Screenings					\$ 10.26
1A		\$ 18.75			
1A Washed		\$ 18.75			
1B					\$ 10.26
1B Washed		\$ 13.50			
1		\$ 13.50			
1 ST		\$ 13.50			
1 ST Washed		\$ 13.50			
1 & 2 Mixed		\$ 13.50			
2				\$ 11.00	
3A		\$ 13.50			
3		\$ 13.50			
5 (Railroad Ballast)		\$ 13.50			
Stone Fill Light					\$ 15.11
Stone Fill Medium		\$ 18.25			
Stone Fill Heavy		\$ 20.25			
Gabion Stone		\$ 16.75			
Crusher Run w/Stone Dusk for Compaction				\$ 8.40	
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		\$ 17.05			
Stone Dust					\$ 10.26
Yellow Sand (Sandy Lone or Sticky Sand)				\$ 18.00	
Stone Fill Extra Heavy/Delivered			\$ 46.75		
Item#4 Gravel/Delivered				\$ 18.50	
Screenings Snow & Ice Control/Delivered	\$ 18.30				
1B Washed Snow & Ice Control/Delivered			\$ 18.85		
Additional delivery price per ton for any item that is priced for Pick Up	9.50 Med & Heavy	\$ 4.65	6.10/210 per hour	16 Med/Heavy Stone 7.00	

Albany County Rensselaerville 265 CR 357 Medusa NY 12120						
	<u>Callanan</u>	<u>Cobleskill Stone Products</u>	<u>Carver Sand & Gravel</u>	<u>Troy Sand & Gravel</u>	<u>Wm Larned & Sons</u>	<u>GDI Company</u>
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	36 Grange Road West Sand Lake	138 ColeHill Rd Berne	725 Highway 5 South Amsterdam, NY 12010
Item	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>
Screenings						\$ 10.26
1A			\$ 18.50			
1A Washed			\$ 18.50			
1B						\$ 10.26
1B Washed	\$ 10.20					
1	\$ 13.20					
1 ST			\$ 13.50			
1 ST Washed			\$ 13.50			
1 & 2 Mixed	\$ 13.00					
2	\$ 12.20					
3A	\$ 12.50					
3	\$ 12.50					
5 (Railroad Ballast)	\$ 14.30					
Stone Fill Light						\$ 15.11
Stone Fill Medium					\$ 20.00	
Stone Fill Heavy					\$ 25.00	
Gabion Stone	\$ 14.50					
Crusher Run w/Stone Dusk for Compaction					\$ 8.40	
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		\$ 17.05				
Stone Dust						\$ 10.26
Yellow Sand (Sandy Lone or Sticky Sand)					\$ 18.00	
Stone Fill Extra Heavy/ Delivered			\$ 46.75			
Item#4 Gravel/ Delivered					\$ 19.00	
Screenings Snow & Ice Control/ Delivered	\$ 16.30					
1B Washed Snow & Ice Control/ Delivered	\$ 17.70					
Additional delivery price per ton for any item that is priced for Pick Up	7.50 Med & Heavy	\$ 5.45	7.60/210 per hour for med & heavy st	16 Med/Heavy Stone 7.50		

Town of New Scotland 2029 New Scotland Road, Slingerlands NY 12159					
	<u>Callanan</u>	<u>Cobleskill Stone Products</u>	<u>Carver Sand & Gravel</u>	<u>Wm Larned & Sons</u>	<u>Warren Fane</u>
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	138 ColeHill Rd Berne	620 Main Ave Wynantskill, NY 12198
Item	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>
Screenings	\$ 8.80				
1A	\$ 20.90				
1A Washed	\$ 22.00				
1B	\$ 8.80				
1B Washed	\$ 10.20				
1	\$ 13.20				
1 ST		\$ 13.50			
1 ST Washed		\$ 13.50			
1 & 2 Mixed	\$ 13.00				
2	\$ 12.20				
3A	\$ 12.50				
3	\$ 12.50				
5 (Railroad Ballast)	\$ 14.30				
Stone Fill Light	\$ 14.50				
Stone Fill Medium	\$ 18.20				
Stone Fill Heavy	\$ 21.45				
Gabion Stone	\$ 14.50				
Crusher Run w/Stone Dusk for Compaction				\$ 8.40	
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		\$ 17.05			
Stone Dust	\$ 8.80				
Yellow Sand (Sandy Lone or Sticky Sand)					\$ 14.25
Stone Fill Extra Heavy/ Delivered			\$ 46.75		
Item#4 Gravel/ Delivered				\$ 17.00	
Screenings Snow & Ice Control/ Delivered	\$ 15.80				
1B Washed Snow & Ice Control/ Delivered	\$ 17.20				
Additional delivery price per ton for any item that is priced for Pick Up	7.00 Med & Heavy Stone fill Hourly		9.35/210 per hour	16 Med/Heavy Sto	\$ 11.70

Town of Guilderland 6338 French's Mill Road, Guilderland Center NY 12085						
	<u>Callanan</u>	<u>Cobleskill Stone Products</u>	<u>Carver Sand & Gravel</u>	<u>Wm Larned & Sons</u>	<u>GDI Company</u>	<u>Warren Fane</u>
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	138 ColeHill Rd Berne	725 Highway 5 South Amsterdam, NY 12010	620 Main Ave Wynantskill, NY 12198
Item	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton
Screenings					\$ 10.26	
1A		\$ 18.75				
1A Washed		\$ 18.75				
1B					\$ 10.26	
1B Washed	\$ 10.20					
1	\$ 13.20					
1 ST		\$ 13.50				
1 ST Washed		\$ 13.50				
1 & 2 Mixed	\$ 13.00					
2				\$ 11.00		
3A	\$ 12.50					
3	\$ 12.50					
5 (Railroad Ballast)	\$ 14.30					
Stone Fill Light					\$ 15.11	
Stone Fill Medium					\$ 20.01	
Stone Fill Heavy					\$ 21.66	
Gabion Stone	\$ 14.50					
Crusher Run w/Stone Dusk for Compaction				\$ 8.40		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		\$ 17.05				
Stone Dust					\$ 10.26	
Yellow Sand (Sandy Lone or Sticky Sand)						\$ 14.25
Stone Fill Extra Heavy/ Delivered			\$ 46.75			
Item#4 Gravel/ Delivered				\$ 17.00		
Screenings Snow & Ice Control/ Delivered	\$ 17.05					
1B Washed Snow & Ice Control/ Delivered	\$ 18.45					
Additional delivery price per ton for any item that is priced for Pick Up	8.25Med & Heavy	\$ 6.25	8.10/210 per hour	16 Med/Heavy Stone 7.50		\$ 11.55

Town of Coeymans 1305 SR 143 Coeymans Hollow NY 12046					
	<u>Callanan</u>	<u>Cobleskill Stone Products</u>	<u>Carver Sand & Gravel</u>	<u>Wm Larned & Sons</u>	
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	138 ColeHill Rd Berne	
Item	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>	
Screenings	\$ 8.80				
1A	\$ 20.90				
1A Washed	\$ 22.00				
1B	\$ 8.80				
1B Washed	\$ 10.20				
1	\$ 13.20				
1 ST		\$ 13.50			
1 ST Washed		\$ 13.50			
1 & 2 Mixed	\$ 13.00				
2	\$ 12.20				
3A	\$ 12.50				
3	\$ 12.50				
5 (Railroad Ballast)	\$ 14.30				
Stone Fill Light	\$ 14.50				
Stone Fill Medium	\$ 18.20				
Stone Fill Heavy	\$ 21.45				
Gabion Stone	\$ 14.50				
Crusher Run w/Stone Dusk for Compaction	\$ 10.45				
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		\$ 17.05			
Stone Dust	\$ 8.80				
Yellow Sand (Sandy Lone or Sticky Sand)				\$ 18.00	
Stone Fill Extra Heavy/ Delivered			\$ 46.75		
Item#4 Gravel/ Delivered				\$ 18.50	
Screenings Snow & Ice Control/ Delivered	\$ 13.80				
1B Washed Snow & Ice Control/ Delivered	\$ 15.20				
Additional delivery price per ton for any item that is priced for Pick Up		5.00 Med & Heavy Stone fill Hourly	10.35/210 per hou	16 Med/Heavy Stone 9.25	

Town of Westerlo 671 CR401 Westerlo NY 12193					
	<u>Callanan</u>	<u>Cobleskill Stone Products</u>	<u>Carver Sand & Gravel</u>	<u>Wm Larned & Sons</u>	
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	138 ColeHill Rd Berne	
Item	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton	
Screenings	\$ 8.80				
1A	\$ 20.90				
1A Washed	\$ 22.00				
1B	\$ 8.80				
1B Washed	\$ 10.20				
1	\$ 13.20				
1 ST		\$ 13.50			
1 ST Washed		\$ 13.50			
1 & 2 Mixed	\$ 13.00				
2				\$ 11.00	
3A	\$ 12.50				
3	\$ 12.50				
5 (Railroad Ballast)	\$ 14.30				
Stone Fill Light	\$ 14.50				
Stone Fill Medium				\$ 20.00	
Stone Fill Heavy				\$ 25.00	
Gabion Stone	\$ 14.50				
Crusher Run w/Stone Dusk for Compaction				\$ 8.40	
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		\$ 17.05			
Stone Dust	\$ 8.80				
Yellow Sand (Sandy Lone or Sticky Sand)				\$ 18.00	
Stone Fill Extra Heavy/ Delivered			\$ 46.75		
Item#4 Gravel/ Delivered				\$ 18.50	
Screenings Snow & Ice Control/ Delivered	\$ 15.80				
1B Washed Snow & Ice Control/ Delivered	\$ 17.20				
Additional delivery price per ton for any item that is priced for Pick Up	7.00 Med & Heavy	\$ 6.75	8.35/210 per hour	16 Med/Heavy Stone 6.50	

Town of Berne 1811 Helderberg Trail Highway Dept Berne NY 12023					
	<u>Callanan</u>	<u>Cobleskill Stone Products</u>	<u>Carver Sand & Gravel</u>	<u>Wm Larned & Sons</u>	<u>GDI Company</u>
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	138 ColeHill Rd Berne	725 Highway 5 South Amsterdam, NY 12010
Item	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>
Screenings		\$ 10.75			
1A		\$ 18.75			
1A Washed		\$ 18.75			
1B					\$ 10.26
1B Washed		\$ 13.50			
1		\$ 13.50			
1 ST		\$ 13.50			
1 ST Washed		\$ 13.50			
1 & 2 Mixed		\$ 13.50			
2				\$ 11.00	
3A		\$ 13.50			
3		\$ 13.50			
5 (Railroad Ballast)		\$ 13.50			
Stone Fill Light					\$ 15.11
Stone Fill Medium				\$ 20.00	
Stone Fill Heavy		\$ 20.25			
Gabion Stone		\$ 16.75			
Crusher Run w/Stone Dusk for Compaction				\$ 8.40	
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		\$ 17.05			
Stone Dust		\$ 10.75			
Yellow Sand (Sandy Lone or Sticky Sand)				\$ 18.00	
Stone Fill Extra Heavy/ Delivered			\$ 46.75		
Item#4 Gravel/ Delivered				\$ 18.00	
Screenings Snow & Ice Control/ Delivered	\$ 17.05				
1B Washed Snow & Ice Control/ Delivered			\$ 18.50		
Additional delivery price per ton for any item that is priced for Pick Up					
	8.25 Med & Heavy	\$ 4.55	5.75/210 per hour	16 Med/Heavy Stone	6.50

Town of Knox 1411 Township Road SR 146 Knox NY 12107					
	<u>Callanan</u>	<u>Cobleskill Stone Products</u>	<u>Carver Sand & Gravel</u>	<u>Wm Larned & Sons</u>	<u>GDI Company</u>
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	138 ColeHill Rd Berne	725 Highway 5 South Amsterdam, NY 12010
Item	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton
Screenings					\$ 10.26
1A		\$ 18.75			
1A Washed		\$ 18.75			
1B					\$ 10.26
1B Washed		\$ 13.50			
1		\$ 13.50			
1 ST		\$ 13.50			
1 ST Washed		\$ 13.50			
1 & 2 Mixed		\$ 13.50			
2		\$ 13.50			
3A		\$ 13.50			
3		\$ 13.50			
5 (Railroad Ballast)		\$ 13.50			
Stone Fill Light		\$ 16.75			
Stone Fill Medium		\$ 18.25			
Stone Fill Heavy		\$ 20.25			
Gabion Stone		\$ 16.75			
Crusher Run w/Stone Dusk for Compaction				\$ 8.40	
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		\$ 17.05			
Stone Dust					\$ 10.26
Yellow Sand (Sandy Lone or Sticky Sand)				\$ 18.00	
Stone Fill Extra Heavy/Delivered			\$ 46.75		
Item#4 Gravel/Delivered				\$ 18.00	
Screenings Snow & Ice Control/Delivered	\$ 18.30				
1B Washed Snow & Ice Control/Delivered			\$ 18.85		
Additional delivery price per ton for any item that is priced for Pick Up	9.50 Med & Heavy	\$ 4.65	6.10/210 per hour	16 Med/Heavy Stone 6.50	

City of Albany Rapp Road Landfill Albany NY 12205										
	<u>Callanan</u>	<u>Callanan</u>	<u>Cobleskill Stone Products</u>	<u>Wm Larned & Sons</u>	<u>Carver Sand & Gravel</u>	<u>Carver Sand & Gravel</u>	<u>Troy Sand & Gravel</u>	<u>GDI Company</u>	<u>Warren Fane</u>	<u>Warren Fane</u>
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	138 Cole Hill Rd Berne	Rt 30 Schoharie	Rt 30 Schoharie	36 Grange Road West Sand Lake	5 South Amsterdam, NY 12010	Ave Wynantskill, NY 12198	Ave Wynantskill, NY 12198
Item	Price Per Ton	Delivered	Price Per Ton	Price Per Ton	Price Per Ton	Delivered	Price Per Ton	Price Per Ton	Price Per Ton	Delivered
Screenings	\$ 8.80	\$ 17.05								
1A		\$ 29.15					\$ 22.75			
1A Washed	\$ 22.00					\$ 29.00				
1B	\$ 8.80	\$ 17.05								
1B Washed	\$ 10.20	\$ 18.45								
1		\$ 21.45					\$ 15.00			
1 ST			\$ 13.50			\$ 24.00				
1 ST Washed						\$ 24.00		\$ 19.95		
1 & 2 Mixed	\$ 13.00	\$ 21.25								
2	\$ 12.20	\$ 20.45								
3A	\$ 12.50	\$ 20.75								
3	\$ 12.50	\$ 20.75								
5 (Railroad Ballast)	\$ 14.30	\$ 22.55								
Stone Fill Light		\$ 22.75						\$ 15.11		
Stone Fill Medium	\$ 18.20	hourly				\$ 31.00				
Stone Fill Heavy		hourly				\$ 33.00		\$ 21.66		
Gabion Stone	\$ 14.50	\$ 22.75								
Crusher Run w/Stone DusT for Compaction 3/4"		\$ 18.70					\$ 11.00			
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone			\$ 17.05			\$ 29.50				
Stone Dust	\$ 8.80	\$ 17.05								
Yellow Sand (Sandy Lone or Sticky Sand)				\$ 20.00					14.25	
Rip Rap						\$ 38.00		\$ 21.66		
Stone Fill Extra Heavy/ Delivered						\$ 46.75				
Item#4 Gravel/ Delivered		\$ 17.05								
Screenings Snow & Ice Control/ Delivered		\$ 18.45								
1B Washed Snow & Ice Control/ Delivered						\$ 23.25				
Additional delivery price per ton for any item that is priced for Pick Up	8.25 Med & Heavy Stone fill	Hourly			10.50/210 per hour for med & heavy stone fills				8.6	

City of Albany 1 Conners Blvd, Albany Ny 12204							
	<u>Callanan</u>	<u>Callanan</u>	<u>Carver Sand & Gravel</u>	<u>Copieskill Stone Products</u>	<u>Wm Larned & Sons</u>	<u>GDI Company</u>	<u>Warren Fane</u>
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	138 ColeHill Rd Berne	725 Highway 5 South Amsterdam,	620 Main Ave Wynantskill,
Item	<u>Price Per Ton</u>	<u>Delivered</u>	<u>Delivered</u>	<u>Price Per Ton</u>	<u>Delivered</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>
Screenings	\$ 8.80	\$ 15.55					
1A	\$ 20.90	\$ 27.65					
1A Washed	\$ 22.00	\$ 28.75					
1B	\$ 8.80	\$ 15.55					
1B Washed	\$ 10.20	\$ 16.95					
1	\$ 13.20	\$ 19.95					
1 ST			\$ 25.10	\$ 13.50			
1 ST Washed			\$ 25.10			\$ 19.95	
1 & 2 Mixed	\$ 13.00	\$ 19.75					
2	\$ 12.20	\$ 18.95					
3A	\$ 12.50	\$ 19.25					
3	\$ 12.50	\$ 19.25					
5 (Railroad Ballast)	\$ 14.30	\$ 21.05					
Stone Fill Light	\$ 14.50	\$ 21.25					
Stone Fill Medium	\$ 18.20	hourly	\$ 32.00				
Stone Fill Heavy	\$ 21.45	hourly	\$ 34.00				
Gabion Stone	\$ 14.50	\$ 21.25					
Crusher Run w/Stone Dusk for Compaction 3/4"	\$ 10.45	\$ 17.20					
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone			\$ 30.60	\$ 17.05			
Stone Dust	\$ 8.80	\$ 15.55					
Yellow Sand (Sandy Lone or Sticky Sand)					\$ 20.00		14.25
Rip Rap			\$ 39.00			\$ 21.66	
Stone Fill Extra Heavy/ Delivered			\$ 46.75				
Item#4 Gravel/ Delivered					\$ 18.50		
Screenings Snow & Ice Control/ Delivered		\$ 15.55					
1B Washed Snow & Ice Control/ Delivered		\$ 16.95					
Additional delivery price per ton for any item that is priced for Pick Up	6.75 Med & Heavy Stone fill Hourly						8.6

Albany County Request for Contract Approval

Contract #	2024-1787
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	BID
Department	A1450 - Board of Elections
Date Submitted	Tuesday, March 19, 2024
Contact Person	Bledi, Rachel
Contact Phone	+1 5184875070
Vendor Info	Fort Orange Press 11 Sand Creek Rd., Albany, NY 12205
Estimated Amount	\$99,999.00
Estimated Term	5/12/2024 to 5/12/2025 (Approximately 12 months)
Scope of Services	We are seeking to renew a contract with Fort Orange Press for the printing, packaging and processing of optical scan absentee and vote-by-mail ballot packets. The cost per package is \$2.12, not including postage. The contract is based on RFB-RC-2021-040, awarded by Rockland County. The term of the original agreement is May 13, 2021 to May 12, 2024 with 2 renewal options for a 1-year term. Rockland County renewed its contract from May 13, 2024 to May 12, 2025 and we are seeking to do the same.
Budget Line Item	AA1450 - 44042 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham, Chairwoman
Albany County Legislature



**ALBANY COUNTY
BOARD OF ELECTIONS**
224 S. Pearl St Albany, NY 12202
(518) 487-5060 • Fax (518) 487-5077
boardofelections@albanycounty.com
www.albanycounty.com/vote

Commissioners
RACHEL L. BLEDI
KATHLEEN A. DONOVAN

Deputy Commissioners
MELISSA KERMANI
DAVID CADY

MEMO

TO: Hon. Daniel P. McCoy, Albany County Executive
Hon. Joanne Cunningham, Chairwoman of the Legislature
Hon. Bruce A. Hidley, Albany County Clerk

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

CC: Dave Reilly, Commissioner, Department of Management and Budget
Zachary Smetana, Budget Analyst, Department of Management and Budget

RE: Absentee ballot mailing program

DATE: 03/20/2024

We are seeking to renew a contract with Fort Orange Press for the printing, packaging and processing of optical scan absentee and vote-by-mail ballot packets. The cost per package is \$2.12, not including postage. The contract is based on RFB-RC-2021-040, awarded by Rockland County. The term of the original agreement is May 13, 2021 to May 12, 2024 with 2 renewal options for a 1-year term. Rockland County renewed its contract from May 13, 2024 to May 12, 2025 and we are seeking to do the same.

The Board anticipates a significant increase in requests for vote by mail due to the Presidential Election and the newly enacted vote-by-mail program. In 2020, for example, the Board received 37,800 requests for absentee ballots for the General Election. We successfully outsourced the printing and mailing of ballots to Fort Orange Press, alleviating the need to hire additional staff to offset the inordinate increase in paperwork. Fort Orange Press also has the ability to track the mailing of the ballots.

The funding for this program is anticipated in the 2024 budget.

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DEPARTMENT OF GENERAL SERVICES, PURCHASING DIVISION

Dr. Robert L. Yeager Health Center
50 Sanatorium Rd, Building A
Pomona, New York 10970
Phone: (845) 364-3820 Fax: (845) 364-3809
Email: purchasing@co.rockland.ny.us

Paul Brennan, FNIGP, NIGP-CPP, CPPO
Director of Purchasing

CONTRACT OPTION

BID NO: RFB-RC-2021-040

SUPPLIER: Fort Orange Press Inc.

**TITLE: Ballots-Printing, Packaging & Processing of Optical
Scan Absentee Vote by Mail Ballot Packs**

ATTN: Robert F. Witko

The County of Rockland may wish to exercise the option to extend all awards in relation to the above noted bid for one additional year. If extended, the bid pricing will remain firm for the period of: **From: May 13, 2024 to May 12, 2025 with the option to renew for another one-year term.**

If you agree to extend all pricing and other requirements of the above noted bid, please sign a copy of this contract extension below and complete the attached **Statement of Required Disclosures, Representations and Certifications** and email it to: Judy Lozano (lozanoj@co.rockland.ny.us) by **March 12, 2024**. The County of Rockland requires a current **Insurance Certificate** naming the County of Rockland as additional insured, detail requirements are provided below.

If you **DO NOT** wish to extend all pricing and other requirements in accordance with the above noted bid, please indicate below and return.

☒ **YES, we will extend our pricing through MAY 12, 2025**

OR

☐ **NO, we will not extend our pricing through MAY 12, 2025**

Fort Orange Press Inc
Company Name

Robert F. Witko
Name (please print clearly)

[Signature]
Signature

President/CEO
Title

3/5/24
Date

=====

COUNTY OF ROCKLAND/DEPARTMENT OF GENERAL SERVICES

[Signature]
Paul J. Brennan, FNIGP, NIGP-CPP, CPPO
Director of Purchasing

3/12/24
Date

COUNTY OF ROCKLAND
Department of General Services
Purchasing Division

Contract Award Notification

Title: **Ballots – Printing, Packaging and Processing of Optical Scan
Absentee Vote by Mail Ballot Packets**

Contract Period: May 13, 2021 through May 12, 2022 with 4 one-year options
Extended through May 12, 2023, w/ 3 1-year options
Extended through May 12, 2024 w/2-1-year options
Extended through May 12, 2025 w/1 year option

Original Date of Issue: May 13, 2021

Date of Revision: 03/12/24

BID No: **RFB-RC-2021-040**

Catalog: **Printing & Promotional Supplies**

Authorized Users: County Agencies, All Political Subdivisions

Address Inquiries to:

Name: Sabrina Samuels
Title: Purchaser II
Phone: 845-364-3807
Fax: 845-364-3809
E-mail: samuelss@co.rockland.ny.us

Description

This contract is for the printing and processing of vote-by-mail absentee optical scan ballots.

Contract #	Vendor Number	Contractor & Address	Telephone No.
Bid 21-040	0000006520	Fort Orange Press, Inc. 11 Sand Creek Road Albany, NY 12205 Contact: Robert F. Witko rwitko@fortorangepress.com	518-489-3233 FAX: 518-489-1638

COUNTY OF ROCKLAND DGS – PURCHASING DEPARTMENT BLDG. A, 2ND FLOOR, 50 SANATORIUM ROAD POMONA, NY 10970 TELEPHONE NO.: 845-364-3820 FAX NO.: 845-364-3809							
LINE NO.	DESCRIPTION	ITEM NUMBER	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	MFG./PRODUCT CODE OF PROPOSED PAPER	VENDOR
GENERAL ELECTION AND PRIMARY ABSENTEE BALLOT VOTE BY MAIL -PRINTING, PACKAGING AND PROCESSING							
1	General Election and Primary - Printing, Preparing and Processing Absentee Vote By Mail Ballot packages as specified - Pricing to include services, ballots and envelopes as specified.	96659000064	20000	PACK	\$ 2.12	Sub 80 Opaque text to Spec	FORT ORANGE PRESS
2	General Election and Primary - Mail List Setup (lists to be provided by the BOE)–Initial run free of charge, additional runs to be invoiced at the rate provided on the proposal pages. Mail list to be CASS & NTOA Certified.	96659	10	EACH	INCLUDED	INCLUDED	FORT ORANGE PRESS
FOREIGN ABSENTEE BALLOT VOTE BY MAIL -PRINTING, PACKAGING AND PROCESSING							
3	Foreign - Printing, Preparing and Processing Absentee Vote By Mail Ballot packages as specified - Pricing to include services, ballots and envelopes as specified.	96659000065	500	PACK	\$ 2.12	Sub 80 Opaque text to Spec	FORT ORANGE PRESS
4	Foreign - Mail List Setup (lists to be provided by the BOE)–Initial run free of charge, additional runs to be invoiced at the rate provided on the proposal pages. Mail list to be CASS & NTOA Certified.	96659	3	EACH	INCLUDED	INCLUDED	FORT ORANGE PRESS
5	% Discount off cost for additional services and material needed which may be required due to changing NYS Board of Election/Governor orders. Bidder must enter in % discount offered as whole number e.g. 10% = 0.10	96659000066	\$ 5,000.00	PERCENT DISCOUNT	NONE	NONE	FORT ORANGE PRESS

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**Ballots – Printing, Packaging and Processing of Optical
 Scan Absentee Vote by Mail Ballot Packets**

RFB-RC-2021-040

PURCHASES BY OTHER

LOCAL GOVERNMENTS, SCHOOL DISTRICTS, AND NON PROFIT AGENCIES

As per the New York State General Municipal Law, all political subdivisions of New York State are allowed to make purchases through the resulting contract(s). As per Rockland County Procurement Policy, Non Profit Agencies approved to participate in New York State's Contract Extension Program are authorized to make purchases through the resulting contract(s).

1. The County of Rockland must make all contract award information available to other political subdivisions and non profit agencies through our website: www.rcpurchasing.com
2. Any other political subdivision or Rockland County non profit agency will issue purchase orders directly to vendors within the specified contract period referencing the County's contract and must be liable for any payments due on such purchase orders; and must accept sole responsibility for any payment due.
3. All purchases must be subject to audit and inspection by the other political subdivisions and Rockland County non profit agencies for which the purchase was made.
4. No officer, board or agency of a county, town, village, or school district must 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.
5. All Bidders must be on notice that as a condition of the award of a County contract, the successful bidder must accept the award of a similar contract with any other political subdivision in New York State and Rockland County non profit agencies authorized to use New York State's contracts, if called upon to do so. A listing of approved Rockland County non profit agencies is available on the Purchasing Division's website at www.rcpurchasing.com. The County, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.
6. Necessary deviations from the County's specifications in the award of a participant contract, whether such deviations relate to quantities, or delivery points must be resolved between the successful bidder and the other political subdivisions and Rockland County non profit agencies.

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
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**Ballots – Printing, Packaging and Processing of Optical
 Scan Absentee Vote by Mail Ballot Packets**

RFB-RC-2021-040

SPECIFICATIONS

1. SCOPE OF WORK

- 1.1. The Rockland County Board of Elections is seeking to contract for the printing and processing of Vote-By-Mail Absentee Optical Scan Ballots to be used in ES&S DS200/AutoMark scanners in NYS Primary, General, and Special Elections.
- 1.2. QUESTIONS are to be submitted via email to purchasing@co.rockland.ny.us. The solicitation # above must be in the “subject” box of the email.
 - 1.2.1. Deadline for receipt of questions is, Thursday, April 22nd, 2021, 3:00 PM EST.

2. MANDATORY– SAMPLES

- 2.1. **SAMPLE BALLOTS ARE REQUIRED TO BE SUBMITTED /UPLOADED WITH THE BID PROPOSAL.** Attachment numbers 1 through 3 are included with this bid solicitation. Physical Samples will be required to be submitted within three (3) days from date of request.

- 2.1.1. Attachment #1 - 2012 Primary Election –
 - *Democratic Election District Ramapo 108
 - *Republican Election District Clarkstown 24
- 2.1.2. Attachment #2 – 2012 Primary Election –
 - *Conservative Election District Stony Point 13
 - *Working Families Election District Clarkstown 1
- 2.1.3. Attachment #3 – 2012 Rockland County General Election Ballot
 - *Election District Ramapo 15
- 2.1.4. Bidder must produce sample ballots from these files and submit with the bid proposal.
- 2.1.5. Samples submitted must meet the specified requirements of this solicitation.
- 2.1.6. Samples supplied must be printed on the ballot paper specified herein.
- 2.1.7. Bidder must supply a sample of the ballot paper to be used. Sample must be submitted within three business days from date of request.

COUNTY OF ROCKLAND - DGS-PURCHASING
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Ballots – Printing, Packaging and Processing of Optical Scan Absentee Vote by Mail Ballot Packets	RFB-RC-2021-040
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3. REQUIREMENTS

- 3.1. The successful bidder must demonstrate they have at least three (3) continuous years of successfully printing and delivering official Election Day Optical Scan Ballots for use in New York State Primary and General Elections which includes the processing of Absentee Vote by Mail packages during the 2020 Election Season. Vendor must demonstrate experience with Vote by Mail services & operating in-house redundant intelligent inserter lines as specified within.
 - 3.1.1. Bidder must submit/upload a completed Certificate of Experience with their bid in accordance with the instructions provided.
 - 3.1.2. All work performed must have been in accordance with New York States Board of Elections Regulation 6210 (see Appendix B).
 - 3.1.3. Bidder must demonstrate they have successfully completed this work for a County with a minimum of 200 Election Districts.
- 3.2. Bidders must be able to make changes, when/if necessary, print / deliver within a twenty-four-hour turnaround time upon request.
- 3.3. Proposed bidders must demonstrate that the ballots produced are compatible with ES&S (Election Systems & Software) AutoMark Ballot Marking Device and the ES&S DS200 Digital Scanner.
- 3.4. Subcontractors: Where applicable, bidders must provide the name, address, experience, and references of each subcontractor to whom the bidder proposes to sublet portions of the work.
 - 3.4.1. Subcontractors must meet all of the experience requirements specified.
 - 3.4.2. Successful bidders must not subcontract jobs to other printers without the written authorization from the Rockland County Board of Elections representative.
- 3.5. Bidder must be able to print digitally or utilize conventional printing methods.
 - 3.5.1. Successful bidder must not begin production of any ballots until proofs have been approved by the Board of Elections Representative in writing (email or fax is acceptable).
 - 3.5.1.1. All corrections required due to successful bidder's error, regardless of where in the cycle the error occurred, will be made at no cost to the County.

COUNTY OF ROCKLAND - DGS-PURCHASING
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Ballots – Printing, Packaging and Processing of Optical Scan Absentee Vote by Mail Ballot Packets	RFB-RC-2021-040
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3.6. Access / On-Site Inspection / Financial Responsibility

- 3.6.1. Representatives of the Board of Elections must be given access to the successful bidder's premises at any time (day or night) when work is being performed for the Board of Elections. The County reserves the right to inspect the facility for fitness of security and overall conduciveness of manufacturing efficiency.
- 3.6.2. The Board of Elections may have an on-site inspector/expeditor at the successful bidder's printing facility during production of ballots for each election. If subcontracting is approved, Contractor will inform its subcontractor of the access privileges of authorized Rockland County Board of Election representatives. Travel and lodging expenses for the Board of Elections or other County employees will be the responsibility of the County.

3.7. Financial - The County reserves the right to request a detailed financial statement and ownership statement by bidder.

3.8. Data Transfer

- 3.8.1. Successful bidder must be able to receive and process supplied official ballot PDF files generated by the Rockland County Board of Elections Election Management System (EMS).
- 3.8.2. Successful bidder must be able to accept data via transmissions using standard file transfer protocols (FTP). Files may be encrypted and compressed with standard off the shelf compression software package, but in some cases, data will be uncompressed.
- 3.8.3. Proofs are to be submitted to the Rockland County Board of Elections for final approval, prior to printing.

4. QUALITY CONTROL

- 4.1. Successful bidder is responsible for quality control procedures during the production of the ballots. Bidder must comply with the requirements specified in the ES&S Ballot Production Guide (see Appendix C).

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**Ballots – Printing, Packaging and Processing of Optical
 Scan Absentee Vote by Mail Ballot Packets**

RFB-RC-2021-040

5. TECHNICAL SPECIFICATIONS

5.1. Authorized Representatives

- 5.1.1. The Board of Elections must designate, in writing, employees as authorized representatives who will be responsible for coordinating printing, approving proofs, providing authorization to print, and coordinating deliveries. Successful bidder must act only on instruction from one of these designated persons. Successful bidders will likewise designate, in writing, authorized representatives who will be responsible for coordinating printing and processing under the contract. All references to the Board of Elections in the contract must include the Board of Elections and the designated authorized representatives.

5.2. Technical Specifications

5.2.1. Paper

- 5.2.1.1. Optical Scan Ballot must meet the necessary specifications of the ES&S or approved equal:

5.2.2. Paper Requirements as follows:

Grain Direction:	Long
Opacity:	97.0
Brightness:	92-94
PI:	338
Basis Weight:	80# text (36.2874kg)
Thickness:	0.0061 in. (0.015494 cm)
Smoothness:	130 Sheffield's
Moisture:	5.5 percent

- It is to be successful bidder's responsibility to acquire, in a timely manner, paper stock of the type, size, weight, and colors specified to meet the requirements of the Board of Elections and the specifications and requirements for reading by the ES&S DS2000 digital scanner and AutoMark reader.

5.2.3. Bidders must indicate what paper they propose to use and must supply to the Rockland County Board of Elections adequate samples for testing in the scanning equipment.

- 5.2.3.1. Samples of the proposed paper must be supplied within three days from date of request.

5.2.4. Paper substitutions will not be permitted during the term of this contract without written approval of an authorized Rockland County Board of Elections Representative.

COUNTY OF ROCKLAND - DGS-PURCHASING
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Ballots – Printing, Packaging and Processing of Optical Scan Absentee Vote by Mail Ballot Packets	RFB-RC-2021-040
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5.3. Ballot Styles, Sizes, Projected Usage

5.3.1. Ballots are all 8-1/2 inches wide. Length may be 11 inches, 14 inches, 17 inches, or 19 inches.

5.4. Successful bidder must keep all files until 30 days after election to ensure availability if re-runs are required.

6. Authorized Delay

6.1. Under unusual circumstances, such as but not limited to a court injunction, it may become necessary for the Board of Elections to request successful bidder to delay or stop printing certain materials. Such request may be made by telephone by an authorized representative of the Board of Elections and confirmed, in writing (email or fax is acceptable), as soon as possible. In the event of an authorized delay, the County must notify successful bidder of a revised schedule.

6.1.1. The Bidder must be paid for any quantities accurately processed at the contracted rate awarded.

7. Order Quantities

7.1. The Board of Elections will specify definite quantities, in writing, by issuance of a Rockland County Purchase Order, at the time of or before authorization to process Absentee Vote by Mail packages, by Election District and quantities, must be determined by the Board of Elections.

7.2. The Board of Elections does not guarantee any quantities. Estimated usage is based on historical data for usage. County does not guarantee any item will be purchased or any dollar amount spent.

7.3. County is not responsible for any overages printed.

7.3.1. Upon delivery of Absentee Vote-by-Mail packages, the successful bidder must certify the actual number of ballots printed, the number of ballots delivered and that all other ballots have been destroyed, pursuant to NYS Regulation 6210 of the NYS Election Law.

8. Acceptance

8.1. Successful bidder must provide a reconciliation detailing the specific quantities processed. Successful bidder must replace all quantities rejected at no cost to the County, including delivery. Replacements must be processed within 24 hours and be after notification or within a lead time accepted by the Board of Elections Representative.

COUNTY OF ROCKLAND - DGS-PURCHASING
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 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

Ballots – Printing, Packaging and Processing of Optical Scan Absentee Vote by Mail Ballot Packets	RFB-RC-2021-040
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9. ABSENTEE BALLOT VOTE BY MAIL PACKAGING AND PROCESSING

9.1. Absentee Optical Scan Ballot Vote-By-Mail packages will be utilized when the volume of absentee requests exceeds The Board's capacity. The Commissioners will determine whether they will utilize the successful bidder for processing Absentee Vote by Mail packages only.

9.2. Absentee Optical Ballot Size determined by Board to conform with ballots printed for Election Day.

9.3. Absentee Optical Scan Ballot must meet the necessary specifications of the ES&S or approved equal. See specifications for Paper Requirements.

9.4. General Election and Primary - Absentee Optical Scan Ballot Vote-By-Mail packages:

- Provide the following envelopes, forward, oath, and return as specified.
- Envelope Layouts as approved by the State Board of Elections (Forward, Oath, and Return)
- Variable Data Personalization on Forward and Oath Envelopes
- Variable and Static Data on Return Envelope
- PDF Proof of ballot and Envelopes (Forward, Oath, and Return)
- Provide the ballots as specified.
- Bindery (fold ballot to size)
- Mail Preparation (Insert ballot, return envelope, oath envelop, and instruction letter into forward envelope process and Mail from Albany or Westchester Post Office. Postage to be paid by County of Rockland BOE.
- Mail List setup (lists to be provided by the BOE)—Initial run free of charge, additional runs to be invoiced at the rate provided on the proposal pages. Mail list to be CASS & NTOA Certified.

9.5. Foreign - Absentee Optical Scan Ballot Vote-By-Mail packages Foreign will include:

- Provide the following envelopes, forward, oath, and return as specified.
- Envelope Layouts as approved by the State Board of Elections (Forward, Oath, and Return)
- Variable Data Personalization on Forward and Oath Envelopes
- Variable and Static Data on Return Envelope
- PDF Proof of ballot and Envelopes (Forward, Oath, and Return)
- Provide the ballots as specified.
- Bindery (fold ballot to size)
- Mail Preparation (Insert ballot, return envelope, oath envelop, and instruction letter into forward envelope process and Mail from Albany or Westchester Post Office. Postage to be paid by County of Rockland BOE.
- Mail List setup (lists to be provided by the BOE)—Initial run free of charge, additional runs to be invoiced at the rate provided on the proposal pages. Mail list to be CASS & NTOA Certified.

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**Ballots – Printing, Packaging and Processing of Optical
 Scan Absentee Vote by Mail Ballot Packets**

RFB-RC-2021-040

9.6 Vote by Mail Service Printing, Packaging, Processing Requirements:

9.6.1 Vendor must be qualified by having demonstrated a minimum of three (3) years' experience, of which one year experience to include successfully processing Vote by Mail during 2020 Election Season without errors or omissions. Experience with Vote by Mail services & operating in-house redundant intelligent inserter lines capable of the following tasks:

- The ability to read a non-unique barcode and index and assign to a master .jdf input file record (*Job Definition Format*) Master File-Contains all the production parameters of any given batch mail.
- Ensuring complete accuracy for all mail pieces within each batch, as well as the ability to report detailed, accurate information on every ballot package at the end of a batch run.
- The ability to direct machine functions such as selective inserts, diverting, seal or no seal etc. from data extracted from the master .jdf file, (i.e., file-based inserting).
- Capability to produce, assign, track, and record the unique Intelligent Mail Barcode (IMb) on all return envelopes to data notated in the output mail pieces report file.
- To automatically identify, mark as suspect and divert all mail pieces within arm's reach of any open safety cover. Open safety cover reject mail piece function ensures any piece within 1 meter of an open machine cover during a production run will automatically be flagged as defective to eliminate any human error, duplication, or manipulation.
- Employ an automatic mis-match recovery system such that any mis-matched document automatically diverts all suspect ballot packages without human intervention. Human touch can inadvertently compound a mis-match problem should one arise.
- Have double detection at all insert feeders to avoid any double pulls and potential mismatches.
- Intelligent barcode inserters such as-the W+D BB820 have an integrated, secure, in-line oath envelope printing unit on a raised parallel inserting platform that prints, scans, and generates a unique mail piece ID which is used to identify the proper voter information for the printing of the forwarding envelope after all components have been inserted and the envelope is sealed. All inserted pieces are scanned and verified by 2D barcodes. A final check of the ballot for the voter data is done *after inserting through a window* on the outer envelope to ensure every voter is receiving the correct ballot.
- Vendor must have the ability to read code information from both the top side of the insert as well as the bottom side of the insert. A so-called High Track and Low Track capability to identify any individual piece that is detected to have a mis match error between the insert and the envelope address.
- Elevated track for overprinting of VDP information as well as location tracking from the upper deck to ensure oath/reply is accurately matched to the correct machine slot for its corresponding mail piece.
- Ensure the accurate overprinting of unique variable data information, as well as location tracking with the USPS Informed Visibility – *Mail Tracking & Reporting System* or similar to ensure oath/reply

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envelope is accurately matched to its corresponding mail piece and further trackable through the mail stream, *even if the USPS fails to properly cancel or scan the envelope.*

- Additional fail-safe filled envelope thickness verification for misses and/or doubles after the inserter sealing section sufficient to detect the presence or lack of presence for 2x thicknesses of paper such as in a bi-folded piece (i.e., approx. .012”) and automatically divert any suspect package that does not meet the set threshold.
- Employ cameras to verify forms/material types to ensure that the operators load the correct job materials and automatically alerting the operator when not correct while then diverting all suspect pieces.
- The ability to store each camera’s read image to an archive file.
- The ability to read and verify multiple AOI’s (*Area of Interest-*) All the barcoded areas top and bottom of a mail piece and verifying the inserted ballot barcode from below (or from above depending upon job requirements) for each ballot package and automatically divert any suspect packages should any single integrity check fail. These barcode reads must be coincident with the filled envelope thickness detector cycle, i.e., *same envelope being subject to all of these final integrity checks during the same machine cycle.*

9.7 Vendor Workflow

9.7.1 The vendor must follow a designated workflow in which voter records are processed and Ballot packages mailed within 24 hours of receipt from The County of Rockland Board of Election with following requirements met:

- Separate, remote, off-line, and redundant storage and audit log of all VDP content (Variable Data Printing)-Every piece is unique printed on all envelopes during the inserting process.
- Automated loading of variable data content in PDF format.
- Vendor server’s must be secure including HTTPS and full data encryption at rest.
- Complete CASS (*Coding Accuracy Support System*) Certification in real-time via an automated process of all supplied voter data files to ensure voter records qualify for IMb assignment at either the First-Class or Presorted First-Class postage rates.
- Ability to programmatically pre-check integrity of data on behalf of The County of Rockland Board of Election to reduce imperfect records *prior to CASS certification* process.
- Complete automated workflow that allows The County of Rockland Board of Election to upload voter data files directly to a web portal which automatically assigns appropriate ballot style and 2D barcode of mail piece id.

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- Complete Intelligent Mail Barcode (IMb) *outbound* and IMb *inbound* mail reporting functionality. This reporting must include the ability to report mail tracing in real-time, if required, provide automated quality assurance checks throughout pre-processing to ensure that data and ballot print images are to spec and accurately mapped prior to print production.
- Notification to voter where ballot is in the mail stream, interface of mail track system that allows voter to access location of ballot in the mail stream.
- Comprehensive reporting 3 times daily of number of pieces mailed within any 24-hour period including aggregate totals within template specs of The County of Rockland Board of Election provided database structure.
- Vendor must have standing appointment with the Westchester or authorized USPS SCF for on-demand entry of daily ballot packages.
- Vendor must have a minimum of two years' experience providing VBM services.
- Vendor must have experience printing election ballots for ES&S high speed central count scanner.
- Vendor must have a complete workflow to handle any ballots lost during the production process. Such ballots deemed needing "remake" must be accounted for, reported on, and remade within a 48 hour time period.
- Ability to verify all remakes are in fact valid through cross checking of IMb barcodes in USPS mail stream.
- Vendor must have quality controls in place to ensure production workers handling the processing of ballot packages are following Standard Operating Procedures.
- Every ballot will require a set of 3 security envelopes with the following specifications: *Outbound* 6 1/8"x 9 5/8" window forward envelope with tamper evident flap, 5 15/16"x 9" window reply envelope with security UV seal and tamper evident, peel & seal flap, and 5 3/4"x 8 3/4" oath envelope with security UV seal and tamper evident, peel and seal flap.

9.8 Ballot Tracking Reporting System must include:

9.8.1 Admin website which includes:

- Counts of files received, voters in the file, imperfect addresses, foreign addresses, mailed to voter, USPS 1st Scan to Voter, Delivered to Voter, Mailed by Voter, USPS 1st Scan to Municipality, Delivered to Municipality, voters & users registered by age, voters & users registered by party, voters receiving & delivered email notifications, voters receiving & delivered SMS notifications, voters receiving & delivered voice notifications.

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9.8.2 Prior list files broken out by current ballot location, file, voter zip codes:

- Voter list and search
- Voter file upload & download
- Downloads of outbound & return PDF labels, voter file with outbound & return IMB
- Voter website which includes:
 - Multi-language support
 - Ballot status lookup and notification settings (by email, SMS, and/or voice)
 - Municipality contact information

9.8.3 Prior list files broken out by current ballot location, file, voter zip codes:

USPS Mail Anywhere Program.

- The County of Rockland Board of Election' have greater flexibility in managing their mail from one site to another without having to open another permit at a new site or change the imprint on the mail.
- Mailers will be able to maintain one locally held trust account or a single EPS account for mailings nationwide under the ***USPS Mail Anywhere program.***
- Mailers will be able to manage one permit versus multiple permits.
- Mailers will not need to worry about getting last minute postage checks or credit cards to fund any mailing. Simply fund your locally held permit.
- Issuing office Permit Number and City / State or Company Permit Imprint indicia may be printed in the indicia on the piece and entered at a remote location.

10. Award and Contract Term

- 10.1. The initial contract period will be one year from date of award. It will cover any scheduled and unscheduled elections during that period and may be extended four additional one-year periods. Option years must be mutually agreed upon by the County and the Bidder.
- 10.2. Unanticipated elections may include special or municipal elections.
- 10.3. Bid will be awarded as a whole to the lowest responsive responsible bidder meeting the stated requirements.

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- 10.3.1. The County reserves the right to award the Vote by Mail packages and services as a group to a single provider submitting the lowest responsive responsible bid meeting the stated requirements.
- 10.4. Bidders must submit pricing on all items to be considered for award.
- 10.5. Upon the award(s) of contract, vendor MUST continue to demonstrate the ability to meet strict timeline turnaround of ballots and accuracy in printing standards specified.
- 10.5.1. Failure to satisfactorily adhere to these standards and specifications, may result in termination of your contract award , at which time the County may move to award the contract to the 2nd lowest, responsive responsible bidder meeting the stated requirements.
- 10.6. In order to provide and maintain continuity of service, the County of Rockland reserves right to award a Secondary provider who submits the 2nd lowest price and is a responsive responsible bidder meeting the stated requirements.

Albany County Request for Contract Approval

Contract #	2024-1865
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A6010 - Social Services
Date Submitted	Thursday, April 4, 2024
Contact Person	Stachewicz, Erin
Contact Phone	1 (518) 447-7469
Vendor Info	Metro Ford 3601 State St, Schenectady, NY 12304
Estimated Amount	\$78,950.60
Estimated Term	1/1/2024 to 12/31/2024 (Approximately 11 months)
Scope of Services	Albany County Department of Social Services (DSS) is requesting to purchase two plug-in hybrid SUV's which will be utilized to conduct Adult Protective investigations as well as conduct ongoing monthly in-person contacts with active guardianship cases, transport APS clients to necessary appointments, and assist APS clients in moving their belongings to new housing location.
Budget Line Item	AA6010 - - 22400
Fiscal Impact	County: 0.00% State: 0.00% Federal: 100.00%
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

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

April 4, 2024

Hon. Joanne Cunningham, Chairman
Hon. Bruce A. Hidley, County Clerk
Hon. Daniel P. McCoy, County Executive
112 State St., Room 710
Albany, NY 12207

Dear Madam and sirs,

The Department of Social Services respectfully requests approval for the following:

Albany County Department of Social Services (DSS) is requesting to purchase two plug-in hybrid SUV's which will be utilized to conduct Adult Protective investigations as well as conduct ongoing monthly in-person contacts with active guardianship cases, transport APS clients to necessary appointments, and assist APS clients in moving their belongings to new housing locations.

Metro Ford was selected via RFB 2024-022R. No additional funding is requested as there is sufficient funding in the DSS budget from a previously approved APS grant which will cover the cost of \$78,950.60.



Prepared by: WILLIAM HEARLEY

03/28/2024

Metro Ford Sales Inc | 3601 State Street Schenectady New York | 123044296

2023 Escape 4dr FWD PHEV (U0E)

Price Level: 350

Selected Equip & Specs

Dimensions

- Conventional Capacity: 1,500 lbs.
- Vehicle body length: 180.5"
- Vehicle body height: 66.1"
- Front track: 62.4"
- Vehicle turning radius: 19.2'
- Interior rear cargo volume with seats folded: 60.8 cu.ft.
- Total passenger volume: 102.2 cu.ft.
- Headroom second-row: 39.3"
- Leg room second-row: 38.9"
- Shoulder room second-row: 56.0"
- Hip room second-row: 53.3"
- GCWR: 5,706 lbs.
- Vehicle body width: 74.1"
- Wheelbase: 106.7"
- Rear track: 61.8"
- Interior rear cargo volume: 34.4 cu.ft.
- Max interior rear cargo volume: 60.8 cu.ft.
- Headroom first-row: 40.0"
- Leg room first-row: 42.4"
- Shoulder room first-row: 57.6"
- Hip room first-row: 55.2"

Powertrain

- Duratec 2.5L I-4 DOHC, IVCT variable valve control, engine with 163HP
- Injection Type: sequential MPI
- Horsepower: 163 HP@6250 RPM
- Radiator
- Auto stop-start engine
- CVT
- Recommended fuel: regular unleaded
- Torque Vectoring Control brake actuated limited slip differential
- 210.0 hybrid net horsepower
- Traction battery charge time @ 120V 11 hours
- All electric range 37 miles
- Engine cylinders: I-4
- Spark ignition system
- Torque: 155 lb.-ft.@4500 RPM
- Hybrid electric motor starter
- Driver selectable drivetrain mode
- Front-wheel drive
- Easy Fuel capless fuel filler
- AdvanceTrac all-speed ABS and driveline traction control
- 3.3 kWh onboard charger
- Traction battery charge time @ 240V 3.3 hours
- Hybrid/Electric range 520.0 miles

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 40 mpg
- Gasoline secondary fuel type
- Fuel economy combined equivalent: 101 mpge
- Alternate fuel economy (city/highway/combined): 101 mpg
- Alternate fuel economy combined: 101 mpg
- 101mpg
- Fuel economy combined: 40 mpg
- LEV3-SULEV30 emissions
- Electric additional fuel types
- Alternate electric fuel economy combined: 33 kWh/100m

Suspension and Handling

- Standard ride suspension
- Gas-pressurized rear shock absorbers
- Gas-pressurized front shock absorbers

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



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03/28/2024

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2023 Escape 4dr FWD PHEV (U0E)

Price Level: 350

Selected Equip & Specs (cont'd)

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Independent rear suspension
- Rear anti-roll bar
- Electric power-assist steering system
- Driver selectable steering effort
- Front ventilated disc brakes
- Four channel ABS brakes
- Regenerative brakes
- Automatic brake hold
- Hill start assist
- Strut front suspension
- Front coil springs
- Short and long arm rear suspension
- Speed sensitive power steering
- Rack-pinion steering
- 2-wheel steering system

Body Exterior

- 4 doors
- Clearcoat paint
- Black bodyside cladding
- Chrome side window trim
- Body-coloured front bumper
- Black front bumper insert
- Metal-look rear bumper rub strip
- Body-colored door mirrors
- Conventional left rear passenger door
- Power liftgate rear cargo door
- P225/60RH18 AS BSW front and rear tires
- Roof rails
- Monotone paint
- Black wheel well trim
- Body-coloured door handles
- Metal-look front bumper rub strip
- Black rear bumper
- Black grille with chrome accents
- Standard style side mirrors
- Conventional right rear passenger door
- Active grille shutters
- 18 x 7-inch front and rear machined w/painted accents aluminum wheels

Convenience

- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) virtual assistant
- Keyfob activated door locks
- Auto-locking doors
- Valet key
- Cruise control with steering wheel mounted controls
- Keyfob trunk control
- Day/Night rearview mirror
- Full floor console
- Power cargo area access release
- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Intelligent Access smart key with hands-free access and push button start
- Power tailgate/rear door lock
- Adaptive Cruise Control with Stop-and-Go
- FordPass Connect smart device and keyfob vehicle start control
- Power first-row windows
- Driver foot rest
- Power fuel door release

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Price Level: 350

Selected Equip & Specs (cont'd)

- Manual charge port door activation
- Rear window defroster
- Standard glove box
- Rear beverage holders
- 1 seatback storage pocket
- Rear door bins
- PRND in IP
- Over the air updates
- Fixed interval rear windshield wipers
- Fixed rear windshield
- Front beverage holders
- 9 beverage holders
- Driver and passenger door bins
- Retained accessory power
- Trip computer

Comfort

- Automatic climate control
- Refresh95 cabin air filter
- SYNC 4 with Enhanced Voice Recognition voice-activated climate control
- FordPass Connect remote-activated interior climate preconditioning
- Full headliner coverage
- Full floor coverage
- Cloth and vinyl rear seat upholstery
- Manual tilting steering wheel
- Heated steering wheel
- Dual-zone front climate control
- Rear under seat climate control ducts
- Rear console climate control ducts
- Cloth headliner material
- Full carpet floor covering
- Carpet front and rear floor mats
- Carpet rear seatback upholstery
- Manual telescopic steering wheel
- Leatherette steering wheel

Seats and Trim

- Seating capacity: 5
- Sport front bucket seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Power reclining driver seat
- Power driver seat fore/aft control
- Manual passenger seat fore/aft control
- Split-bench rear seat
- Height adjustable rear seat head restraints
- Driver seat with 2-way power lumbar
- Heated driver and front passenger seats
- Bucket front seats
- Driver seat with 6-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Power height adjustable driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Rear seats with manual fore and aft
- Rear seat center armrest
- Cloth and vinyl front seat upholstery
- Metal-look console insert

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- Seek scan
- 13.2 inch primary LCD display
- SiriusXM AM/FM/Satellite radio
- AM radio
- SiriusXM satellite radio
- Radio data system (RDS)

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2023 Escape 4dr FWD PHEV (UOE)

Price Level: 350

Selected Equip & Specs (cont'd)

- SYNC 4 external memory control
- 3 month satellite trial subscription
- Standard grade speakers
- SYNC 4 with Enhanced Voice Recognition voice activated audio controls
- Wireless audio streaming
- Internet radio capability
- Speakers number: 6
- Steering wheel mounted audio controls
- Speed sensitive volume
- Integrated roof audio antenna

Lighting, Visibility and Instrumentation

- Piano black and metal-look instrument panel insert
- Trip odometer
- In-radio display clock
- Exterior temperature display
- Redundant digital speedometer
- Gauge cluster display size (inches): 8.00
- Engine/electric motor temperature gauge
- Electric power/regeneration gauge
- Aero-composite headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Digital instrumentation display
- Full gauge cluster screen
- Compass
- Driver information center
- SmartGauge with EcoGuide ECO feedback display gauge
- Tachometer
- Traction battery level gauge
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Rear reading lights
- Variable instrument panel light
- Front LED fog lights
- Remote activated perimeter approach lighting
- Fade interior courtesy lights
- DRL preference setting
- Speed sensitive wipers
- Illuminated entry
- Illuminated ignition switch
- LED daytime running lights
- High mounted center stop light
- LED brake lights

Technology and Telematics

- Connected Navigation integrated navigation system with voice activation
- Travel Link real-time weather
- Bluetooth handsfree wireless device connectivity
- FordPass Connect mobile app access
- 4 USB ports
- SiriusXM Traffic real-time traffic
- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring
- FordPass Connect 4G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Seat mounted side impact driver airbag

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2023 Escape 4dr FWD PHEV (U0E)

Price Level: 350

Selected Equip & Specs (cont'd)

- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Driver side knee airbag
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Vehicle tracker
- Level 2 - partial automation SAE Autonomy
- BLIS (Blind Spot Information System)
- Rear Cross-Traffic Braking collision mitigation
- Driver Alert
- External acoustic pedestrian alert
- Rear mounted camera
- Reverse Sensing System rear parking sensors
- Passenger front impact airbag
- Personal Safety System airbag occupancy sensor
- 7 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Remote panic alarm
- Hands-on cruise control
- Lane Keeping Alert
- PCA with AEB and Intersection Assist forward collision mitigation with left turn assist
- Pre-Collision Assist with Pedestrian Detection
- Ford Co-Pilot360 - Speed Sign Recognition with speed limiter feature
- Evasive Steering Assist evasion assist system
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll
- Manual rear child safety door locks

Dimensions

General Weights

Curb weight 3,904 lbs. Payload 1,030 lbs.

Trailer Weights

Conventional capacity 1,500 lbs. GCWR 5,706 lbs.

Off Road

Min ground clearance 6.9"

Exterior Measurements

Vehicle body length.....	180.5"	Vehicle body width.....	74.1"
Vehicle body height.....	66.1"	Wheelbase.....	106.7"
Front track.....	62.4"	Rear track.....	61.8"
Vehicle turning radius.....	19.2'		

Interior Measurements

Interior rear cargo volume.....	34.4 cu.ft.	Max interior rear cargo volume.....	60.8 cu.ft.
Interior cargo area height.....	32.8 "	Interior cargo length.....	68.3 "
Interior cargo area min width.....	41.4 "	Interior cargo area max width.....	57.3 "
Interior rear cargo volume with seats folded	60.8 cu.ft.	Length to rear seat	36.7 "

Interior Volume

Total passenger volume..... 102.2 cu.ft.

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Selected Equip & Specs (cont'd)

Headroom

Headroom first-row.....	40.0"	Headroom second-row.....	39.3"
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Legroom

Leg room first-row.....	42.4"	Leg room second-row.....	38.9"
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Shoulder Room

Shoulder room first-row.....	57.6"	Shoulder room second-row.....	56.0"
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Hip Room

Hip room first-row.....	55.2"	Hip room second-row.....	53.3"
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Powertrain

Engine

Engine Duratec 2.5L I-4 DOHC, iVCT variable valve control, engine with 163HP	Valves per cylinder.....	4	
Engine cylinders.....	I-4	Injection type.....	sequential MPI
Engine location.....	Front mounted engine	Ignition.....	Spark ignition system
Engine mounting direction.....	Transverse mounted engine	Engine block material.....	Aluminum engine block
Cylinder head material.....	Aluminum cylinder head		

Engine Specs

Displacement.....	2.5L	cc.....	151.8 cu.in.
Bore.....	3.5"	Stroke.....	3.94"
Compression ratio.....	13.0		

Engine Power

Horsepower.....	163 HP@6250 RPM	Torque.....	155 lb.-ft.@4500 RPM
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Alternator

Alternator type..... Hybrid electric motor alternator

Battery

Battery type.....	Lead acid battery	Battery run down protection.....	Battery run down protection
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Engine Extras

Radiator.....	Radiator	Starter.....	Hybrid electric motor starter
Start-stop engine.....	Auto stop-start engine	Drivetrain selectable.....	Driver selectable drivetrain mode

Transmission

Transmission.....	CVT	Transmission electronic control.....	Transmission electronic control
Overdrive transmission.....	Overdrive transmission	Lock-up transmission.....	Lock-up transmission

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03/28/2024

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2023 Escape 4dr FWD PHEV (U0E)

Price Level: 350

Selected Equip & Specs (cont'd)

Selectable mode transmission... Selectable mode transmission

Transmission oil cooler... Transmission oil cooler

Drive Type

Drive type... Front-wheel drive

Drivetrain

Axle ratio... 2.91

Exhaust

Tailpipe... Stainless steel quasi-dual exhaust with chrome tailpipe finisher

Fuel

Fuel type... regular unleaded

Fuel Tank

Capless fuel filler... Easy Fuel capless fuel filler

Fuel tank capacity... 11.10 gal.

Drive Feature

Limited slip differential Torque Vectoring Control brake actuated limited slip differential

Traction control... AdvanceTrac all-speed ABS and driveline traction control

Electric Powertrain

Hybrid net horsepower... 210.0 hybrid net horsepower

Number of electric motors... 2

Electric powertrain PHEV (plug-in hybrid electric vehicle)

Electric Vehicle Battery Pack

Hybrid/electric range Hybrid/Electric range 520.0 miles

All electric range... All electric range 37 miles

Traction battery type... lithium ion

Traction battery capacity... 14.4 kWh traction battery capacity

Traction battery charge time @ 120V... Traction battery charge time @ 120V 11 hours

Traction battery charge time @ 240V... Traction battery charge time @ 240V 3.3 hours

Onboard charger... 3.3 kWh onboard charger

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type... Gasoline secondary fuel type

Fuel economy combined... 40 mpg

Fuel economy combined equivalent... 101 mpg

Fuel economy (city/highway/combined)... 40 mpg

Fuel economy electric equivalent

Fuel economy status... Current fuel economy status

(city/highway/combined)... 101mpg

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2023 Escape 4dr FWD PHEV (U0E)

Price Level: 350

Selected Equip & Specs (cont'd)

Alternate fuel economy status ... Current alternate
fuel economy status

Alternate gasoline equivalent fuel economy
measurement ... Alternate gasoline equivalent
fuel economy measurement

Emissions

Emissions ... LEV3-SULEV30 emissions

Emissions tiers ... Tier 3 Bin 30 emissions

Fuel Economy (Alternate 1)

Additional fuel types ... Electric additional fuel
types

Alternate fuel economy combined ... 101 mpg

Alternate fuel economy (city/highway/combined) 101
mpg

Alternate electric fuel economy combined ... 33
KWh/100m

Green Values

Energy Impact Score (Barrels per year) ... 2.7

Suspension and Handling

Suspension

Suspension ... Standard ride suspension

Front shock absorbers ... Gas-pressurized front
shock absorbers

Rear shock absorbers ... Gas-pressurized rear
shock absorbers

Driveability

Brakes

Brake type ... 4-wheel disc brakes

Ventilated brakes ... Front ventilated disc brakes

ABS brakes ... Four channel ABS brakes

Electronic parking brake Electronic parking brake

ABS brakes ... 4-wheel antilock (ABS) brakes

Post collision braking system ... Ford Co-Pilot360 -
Post Collision Braking automatic post-
collision braking system

Brake Assistance

Hill start assist ... Hill start assist

Brake assist system ... Brake assist system

Front Suspension

Anti-roll bar front ... Front anti-roll bar

Suspension ride type front ... Independent front
suspension

Suspension type front ... Strut front suspension

Front Spring

Regular front springs ... Regular front springs

Springs front ... Front coil springs

Rear Spring

Springs rear ... Rear coil springs

Rear springs ... Regular grade rear springs

Rear Suspension

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Selected Equip & Specs (cont'd)

Anti-roll bar rear Rear anti-roll bar

Suspension ride type rear Independent rear suspension

Steering

Steering Electric power-assist steering system

Speed sensitive steering . Speed sensitive power steering

Steering type number of wheels . 2-wheel steering system

Suspension type rear ... Short and long arm rear suspension

Steering type Rack-pinion steering

Driver selectable steering effort . Driver selectable steering effort

Exterior

Front Wheels

Front wheels diameter 18"

Front wheels width 7"

Rear Wheels

Rear wheels diameter 18"

Rear wheels width 7"

Front And Rear Wheels

Appearance machined w/painted accents

Material aluminum

Front Tires

Aspect 60

Diameter 18"

Sidewalls BSW

Speed H

Tread AS

Type P

Width 225mm

Rear Tires

Aspect 60

Diameter 18"

Sidewalls BSW

Speed H

Tread AS

Type P

Width 225mm

Body Exterior

Exterior Features

Number of doors 4 doors

Body

Body panels Fully galvanized steel body panels with side impact beams

Spare Tire

Spare tire Compact spare tire with steel wheel

Spare tire location Spare tire mounted under the cargo floor

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Selected Equip & Specs (cont'd)

Aerodynamics

Spoiler Rear lip spoiler

Convenience

Technology

Virtual assistant . SYNC 4 with Enhanced Voice
Recognition (Alexa-Built-In) virtual assistant

Door Locks

Door locks. Power door locks with 2 stage
unlocking

Keyfob door locks. . Keyfob activated door locks

Auto door locks. Auto-locking doors
Valet key. Valet key

Fob engine controls. Intelligent Access smart key
with hands-free access and push button
start

All-in-one key. All-in-one remote fob and ignition
key

Tailgate control. . Power tailgate/rear door lock

Cruise Control

Cruise control. Cruise control with steering
wheel mounted controls

Adaptive cruise control . Adaptive Cruise Control
with Stop-and-Go

Key Fob Controls

Keyfob cargo controls. Keyfob trunk control

Fob remote vehicle controls. . FordPass Connect
smart device and keyfob vehicle start control

Rear View Mirror

Day/Night rearview mirror. Day/Night rearview
mirror

Exterior Mirrors

Door mirrors. Power door mirrors
Heated door mirrors. Heated driver and
passenger side door mirrors

Folding door mirrors. Manual folding door mirrors

Front Side Windows

First-row windows. Power first-row windows

Floor Console

Floor console. Full floor console

Floor console storage. Covered floor console
storage

Overhead Console

Overhead console. Mini overhead console

Overhead console storage. Overhead console
storage

Driver Visor

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Selected Equip & Specs (cont'd)

Visor driver mirror..... Driver visor mirror

Visor illuminated driver mirror..... Illuminated driver visor mirror

Visor driver expandable coverage Driver visor with expandable coverage

Passenger Visor

Visor passenger mirror..... Passenger visor mirror

Visor illuminated passenger mirror..... Illuminated passenger visor mirror

Visor passenger expandable coverage... Passenger visor with expandable coverage

Power Outlets

12V power outlets..... 2 12V power outlets

Cargo Features

Trunk hatch..... Trunk/hatch auto-latching

Cargo tie downs..... Cargo area tie downs

Cargo light..... Cargo area light

Concealed cargo storage... Cargo area concealed storage

Cargo Trim

Cargo floor type..... Carpet cargo area floor

Trunk lid trim..... Plastic trunk lid trim

Pedals

Driver foot rest..... Driver foot rest

Remote Releases

Fuel door..... Power fuel door release

Cargo access..... Power cargo area access release

Rear Windshield

Rear window defroster..... Rear window defroster

Rear windshield..... Fixed rear windshield

Rear windshield wipers..... Fixed interval rear windshield wipers

Storage

Door bins front Driver and passenger door bins

Door bins rear..... Rear door bins

Number of beverage holders... 9 beverage holders

Beverage holders..... Front beverage holders

Beverage holders rear..... Rear beverage holders

Glove box..... Standard glove box

Seatback storage pockets..... 1 seatback storage pocket

Windows Feature

One-touch up window Front and rear one-touch up windows

One-touch down window..... Front and rear one-touch down windows

Windows Rear Side

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Selected Equip & Specs (cont'd)

Second-row windows Power second-row windows

Third-row windows Fixed third-row windows

Miscellaneous

Trip computer Trip computer

PRND in IP PRND in IP

Accessory power Retained accessory power

Over the air updates Over the air updates

Comfort

Climate Control

Climate control Automatic climate control

Dual-zone front climate control Dual-zone front climate control

Cabin air filter Refresh95 cabin air filter

Voice activated climate control SYNC 4 with Enhanced Voice Recognition voice-activated climate control

Rear under seat ducts Rear under seat climate control ducts

Rear console climate control ducts Rear console climate control ducts

Preconditioning FordPass Connect remote-activated interior climate preconditioning

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Door Trim

Door panel insert Metal-look door panel insert

Floor Trim

Floor covering Full carpet floor covering

Floor coverage Full floor coverage

Floor mats Carpet front and rear floor mats

Second-Row Seat Trim

Rear seat upholstery Cloth and vinyl rear seat upholstery

Rear seatback upholstery Carpet rear seatback upholstery

Steering Wheel

Steering wheel telescopic Manual telescopic steering wheel

Steering wheel material Leatherette steering wheel

Steering wheel tilt Manual tilting steering wheel

Heated steering wheel Heated steering wheel

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Front seat type Sport front bucket seats

Driver seat direction Driver seat with 6-way directional controls

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Selected Equip & Specs (cont'd)

Height adjustable driver seat Power height adjustable driver seat
Passenger seat direction Front passenger seat with 4-way directional controls
Reclining passenger seat Manual reclining passenger seat
Front head restraints Height adjustable front seat head restraints
Armrests front center Front seat center armrest

Driver seat fore/aft control Power driver seat fore/aft control
Split front seats Bucket front seats
Passenger seat fore/aft control Manual passenger seat fore/aft control
Front head restraint control Manual front seat head restraint control
Reclining driver seat Power reclining driver seat

Rear Seats

Bench seats Split-bench rear seat
Folding second-row seats 60-40 folding rear seats
Rear seat direction Front facing rear seat

Fore and aft seat Rear seats with manual fore and aft
Rear head restraint control Manual rear seat head restraint control
Armrests rear Rear seat center armrest

Rear seats fixed or removable Fixed rear seats
Reclining second-row rear seats Manual reclining rear seats
Rear seat folding position Fold forward rear seatback
Rear head restraints Height adjustable rear seat head restraints
Number of rear head restraints 3 rear seat head restraints

Lumbar Seats

Driver lumbar Driver seat with 2-way power lumbar

Front Seat Trim

Front seat upholstery Cloth and vinyl front seat upholstery

Front seatback upholstery Cloth front seatback upholstery

Heated Front Seats

Heated front seats Heated driver and front passenger seats

Interior Accents

Interior accents Metal-look interior accents

Gearshifter Material

Gearshifter material Metal-look gear shifter material

Console Trim

Console insert material Metal-look console insert

Entertainment Features

LCD Displays

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Selected Equip & Specs (cont'd)

Primary touchscreen display Primary touchscreen display
LCD primary display size 13.2 inch primary LCD display

Number of first-row LCD displays 2 total number of 1st row displays

Radio Features

External memory SYNC 4 external memory control
RDS Radio data system (RDS)

Seek scan Seek scan

Internet radio capability Internet radio capability

Speakers

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls
Voice activated audio SYNC 4 with Enhanced Voice Recognition voice activated audio controls

Speed sensitive volume Speed sensitive volume

Wireless streaming Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert Piano black and metal-look instrument panel insert

Instrumentation

Trip odometer Trip odometer

Instrumentation display Digital instrumentation display

Instrumentation Displays

Speedometer Redundant digital speedometer

Temperature display Exterior temperature display

Driver information center Driver information center

Clock In-radio display clock

Compass Compass

Eco feedback SmartGauge with EcoGuide ECO feedback display gauge

Instrumentation Gauges

Tachometer Tachometer

Traction battery level gauge Traction battery level gauge

Electric power regeneration gauge Electric power/regeneration gauge

Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Gauge cluster display size (inches) 8.00

Instrumentation Warnings

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Selected Equip & Specs (cont'd)

Engine temperature warning .. Engine temperature warning

Low fuel warning .. Low fuel warning

Low brake fluid warning .. Low brake fluid warning

Headlights on reminder .. Headlights on reminder

Bulb warning .. Bulb failure warning

Trunk warning .. Rear cargo ajar warning

Low tire pressure warning .. Tire specific low air pressure warning

Glass

Tinted windows .. Deep tinted windows

Headlights

Headlights .. LED low and high beam headlights

Auto headlights .. Autolamp auto on/off headlight control

Delay off headlights .. Delay-off headlights

DRL preference setting .. DRL preference setting

Front Windshield

Wipers .. Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry .. Illuminated entry

Variable panel light .. Variable instrument panel light

Rear reading lights .. Rear reading lights

Lights

Running lights .. LED daytime running lights

Fog lights .. Front LED fog lights

High mount stop light .. High mounted center stop light

Technology and Telematics

Navigation

Oil pressure warning .. Oil pressure warning

Low washer fluid warning .. Low washer fluid warning

Battery charge warning .. Battery charge warning

Key in vehicle warning .. Key in vehicle warning

Door ajar warning .. Door ajar warning

Service interval warning .. Intelligent Oil-Life

Monitor service interval indicator

Headlight type .. Aero-composite headlights

Multiple headlights .. Multiple enclosed headlights

Auto high-beam headlights .. Ford Co-Pilot360 -

Auto High Beam auto high-beam headlights

Speed sensitive wipers .. Speed sensitive wipers

Illuminated ignition switch .. Illuminated ignition switch

Front reading lights .. Front reading lights

Interior courtesy lights .. Fade interior courtesy lights

LED brake lights .. LED brake lights

Perimeter approach lighting .. Remote activated perimeter approach lighting

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Selected Equip & Specs (cont'd)

Integrated navigation Connected Navigation
integrated navigation system with voice
activation

Connectivity

Handsfree Bluetooth handsfree wireless
device connectivity

Real time traffic..... SiriusXM Traffic real-time traffic
Emergency SOS SYNC 4 911 Assist
emergency SOS system via mobile device

Smart device integration. SYNC 4 AppLink/Apple
CarPlay/Android Auto smart device wireless
mirroring

Real time weather. Travel Link real-time weather

Internet Access

Internet access ... FordPass Connect 4G mobile
hotspot internet access

USB Ports

USB ports 4 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact
airbag

Front impact airbag passenger Passenger front
impact airbag

Front side impact airbag driver..... Seat mounted side
impact driver airbag

Occupancy sensor Personal Safety System
airbag occupancy sensor

Number of airbags 7 airbags

Knee airbag Driver side knee airbag

Front side impact airbag passenger..... Seat mounted
side impact front passenger airbag

Overhead airbags Safety Canopy System
curtain first and second-row overhead
airbags

Seatbelts

3-point seatbelt Rear seat center 3-point
seatbelt

Seatbelt pretensioners Front seatbelt
pretensioners

Height adjustable seatbelts Front height
adjustable seatbelts

Seatbelt pretensioners number 2 seatbelt pre-
tensioners

Security System

Immobilizer SecuriLock immobilizer
Vehicle tracker Vehicle tracker

Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane Keeping Alert

Blind spot BLIS (Blind Spot Information
System)

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Selected Equip & Specs (cont'd)

Forward collision warning PCA with AEB and
Intersection Assist forward collision
mitigation with left turn assist

Pedestrian detection Pre-Collision Assist with
Pedestrian Detection

Driver attention monitor Driver Alert

Evasion assist system Evasive Steering Assist
evasion assist system

SAE Autonomy Level 2 - partial automation
SAE Autonomy

Rear collision warning Rear Cross-Traffic
Braking collision mitigation

External acoustic pedestrian alert External
acoustic pedestrian alert

Traffic sign information Ford Co-Pilot360 - Speed
Sign Recognition with speed limiter feature

Autonomous cruise control Hands-on cruise
control

Cameras

Rear camera Rear mounted camera

Traction Control

Electronic stability control AdvanceTrac w/Roll
Stability Control electronic stability control
system with anti-roll

Parking Sensors

Parking sensors Reverse Sensing System rear
parking sensors

Occupant Safety

Child door locks Manual rear child safety door
locks

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Price Level: 350

Major Equipment

(Based on selected options, shown at right)

CVT

- * Roof rails
- * P225/60RH18 AS BSW front and rear tires
- * Lock-up transmission
- * Stainless steel quasi-dual exhaust with chrome tailpipe finisher
- * Lead acid battery
- * Injection Type: sequential MPI
- * Driver selectable drivetrain mode
- * Connected Navigation integrated navigation system with voice activation
- * Steering wheel mounted audio controls
- * SiriusXM AM/FM/Satellite radio
- * Radio data system (RDS)
- * Internet radio capability
- * Vehicle body length: 180.5"
- * Interior cargo length: 68.3 "
- * Trip computer
- * Power door mirrors
- * Manual folding door mirrors
- * LED daytime running lights
- * Deep tinted windows

Exterior: Iconic Silver Metallic
Interior: Ebony w/Heated Vinyl/Cloth Front Sport Contour Bucket Seats

- * 18 x 7-inch front and rear machined w/painted accents aluminum wheels
- * Overdrive transmission
- * Transmission electronic control
- * AdvanceTrac all-speed ABS and driveline traction control
- * Battery run down protection
- * Auto stop-start engine
- * Fuel tank capacity: 11.10 gal.
- * 13.2 inch primary LCD display
- * Wireless audio streaming
- * Seek scan
- * SYNC 4 external memory control
- * 3 month satellite trial subscription
- * Wheelbase: 106.7"
- * Standard ride suspension
- * Rear window defroster
- * Heated driver and passenger side door mirrors
- * DRL preference setting
- * LED brake lights
- * Variable intermittent front windshield wipers

As Configured Vehicle

STANDARD VEHICLE PRICE	MSRP
Equipment Group 700A	\$40,500.00
Engine: 2.5L iVCT Atkinson Cycle I-4 Hybrid	N/C
Transmission: eCVT	Included
2.91 Axle Ratio	Included
GVWR: TBD	Included
Tires: 225/60R18 AS BSW	Included
Wheels: 19" Machined-Face Magnetic Aluminum	Included
Heated Vinyl/Cloth Front Sport Contour Bucket Seats	Included
Monotone Paint Application	STD
106" Wheelbase	STD
Radio: AM/FM Stereo	Included
50-State Emissions System	STD
SYNC 4 w/Enhanced Voice Recognition	Included
FordPass Connect	Included
Iconic Silver Metallic	N/C
Ebony w/Heated Vinyl/Cloth Front Sport Contour Bucket Seats	N/C

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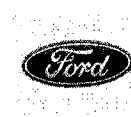
2023 Escape 4dr FWD PHEV (U0E)

Price Level: 350

Major Equipment	As Configured Vehicle	MSRP
* Speed sensitive wipers	* AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll	
* Manual rear child safety door locks	* Driver front impact airbag	\$40,500.00
* Seat mounted side impact driver airbag	* Passenger front impact airbag	\$1,495.00
* Seat mounted side impact front passenger airbag	* Personal Safety System airbag occupancy sensor	
* 7 airbags	* SecuriLock immobilizer	
* Automatic climate control	* Dual-zone front climate control	
* Rear under seat climate control ducts	* Fixed rear seats	
* 60-40 folding rear seats	* Manual reclining rear seats	
* Split-bench rear seat	* Front facing rear seat	
* Fold forward rear seatback	* Rear seats with manual fore and aft	
* Height adjustable rear seat head restraints	* Manual rear seat head restraint control	
* 3 rear seat head restraints	* Rear seat center armrest	
* Bucket front seats	* Sport front bucket seats	
* Driver seat with 6-way directional controls	* Front passenger seat with 4-way directional controls	
* Height adjustable front seat head restraints	* Manual front seat head restraint control	
* Front seat center armrest	* Power reclining driver seat	
* Power height adjustable driver seat	* Power driver seat fore/aft control	
* Manual reclining passenger seat	* Manual passenger seat fore/aft control	
* Cloth and vinyl front seat upholstery	* Cloth front seatback upholstery	
* Driver seat with 2-way power lumbar	* Heated driver and front passenger seats	
* 4-wheel disc brakes	* 4-wheel antilock (ABS) brakes	
* Electronic parking brake	* Brake assist system	
	TOTAL	\$41,995.00
	SUBTOTAL	\$40,500.00
	Destination Charge	\$1,495.00
	SELL FOR	\$39,475.30

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2023 Escape 4dr FWD PHEV (U0E)

Price Level: 350

Selected Equip & Specs

Dimensions

- Conventional Capacity: 1,500 lbs.
- Vehicle body length: 180.5"
- Vehicle body height: 66.1"
- Front track: 62.4"
- Vehicle turning radius: 19.2'
- Interior rear cargo volume with seats folded: 60.8 cu.ft.
- Total passenger volume: 102.2 cu.ft.
- Headroom second-row: 39.3"
- Leg room second-row: 38.9"
- Shoulder room second-row: 56.0"
- Hip room second-row: 53.3"
- GCWR: 5,706 lbs.
- Vehicle body width: 74.1"
- Wheelbase: 106.7"
- Rear track: 61.8"
- Interior rear cargo volume: 34.4 cu.ft.
- Max interior rear cargo volume: 60.8 cu.ft.
- Headroom first-row: 40.0"
- Leg room first-row: 42.4"
- Shoulder room first-row: 57.6"
- Hip room first-row: 55.2"

Powertrain

- Duratec 2.5L I-4 DOHC, iVCT variable valve control, engine with 163HP
- Injection Type: sequential MPI
- Horsepower: 163 HP@6250 RPM
- Radiator
- Auto stop-start engine
- CVT
- Recommended fuel: regular unleaded
- Torque Vectoring Control brake actuated limited slip differential
- 210.0 hybrid net horsepower
- Traction battery charge time @ 120V 11 hours
- All electric range 37 miles
- Engine cylinders: I-4
- Spark ignition system
- Torque: 155 lb.-ft.@4500 RPM
- Hybrid electric motor starter
- Driver selectable drivetrain mode
- Front-wheel drive
- Easy Fuel capless fuel filler
- AdvanceTrac all-speed ABS and driveline traction control
- 3.3 kWh onboard charger
- Traction battery charge time @ 240V 3.3 hours
- Hybrid/Electric range 520.0 miles

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 40 mpg
- Gasoline secondary fuel type
- Fuel economy combined equivalent: 101 mpge
- Alternate fuel economy (city/highway/combined): 101 mpg
- Alternate fuel economy combined: 101 mpg
- 101mpg
- Fuel economy combined: 40 mpg
- LEV3-SULEV30 emissions
- Electric additional fuel types
- Alternate electric fuel economy combined: 33 KWh/100m

Suspension and Handling

- Standard ride suspension
- Gas-pressurized rear shock absorbers
- Gas-pressurized front shock absorbers

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2023 Escape 4dr FWD PHEV (U0E)

Price Level: 350

Selected Equip & Specs (cont'd)

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Independent rear suspension
- Rear anti-roll bar
- Electric power-assist steering system
- Driver selectable steering effort
- Front ventilated disc brakes
- Four channel ABS brakes
- Regenerative brakes
- Automatic brake hold
- Hill start assist
- Strut front suspension
- Front coil springs
- Short and long arm rear suspension
- Speed sensitive power steering
- Rack-pinion steering
- 2-wheel steering system

Body Exterior

- 4 doors
- Clearcoat paint
- Black bodyside cladding
- Chrome side window trim
- Body-coloured front bumper
- Black front bumper insert
- Metal-look rear bumper rub strip
- Body-colored door mirrors
- Conventional left rear passenger door
- Power liftgate rear cargo door
- P225/60RH18 AS BSW front and rear tires
- Roof rails
- Monotone paint
- Black wheel well trim
- Body-coloured door handles
- Metal-look front bumper rub strip
- Black rear bumper
- Black grille with chrome accents
- Standard style side mirrors
- Conventional right rear passenger door
- Active grille shutters
- 18 x 7-inch front and rear machined w/painted accents aluminum wheels

Convenience

- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) virtual assistant
- Keyfob activated door locks
- Auto-locking doors
- Valet key
- Cruise control with steering wheel mounted controls
- Keyfob trunk control
- Day/Night rearview mirror
- Full floor console
- Power cargo area access release
- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Intelligent Access smart key with hands-free access and push button start
- Power tailgate/rear door lock
- Adaptive Cruise Control with Stop-and-Go
- FordPass Connect smart device and keyfob vehicle start control
- Power first-row windows
- Driver foot rest
- Power fuel door release

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2023 Escape 4dr FWD PHEV (U0E)

Price Level: 350

Selected Equip & Specs (cont'd)

- Manual charge port door activation
- Rear window defroster
- Standard glove box
- Rear beverage holders
- 1 seatback storage pocket
- Rear door bins
- PRND in IP
- Over the air updates
- Fixed interval rear windshield wipers
- Fixed rear windshield
- Front beverage holders
- 9 beverage holders
- Driver and passenger door bins
- Retained accessory power
- Trip computer

Comfort

- Automatic climate control
- Refresh95 cabin air filter
- SYNC 4 with Enhanced Voice Recognition voice-activated climate control
- FordPass Connect remote-activated interior climate preconditioning
- Full headliner coverage
- Full floor coverage
- Cloth and vinyl rear seat upholstery
- Manual tilting steering wheel
- Heated steering wheel
- Dual-zone front climate control
- Rear under seat climate control ducts
- Rear console climate control ducts
- Cloth headliner material
- Full carpet floor covering
- Carpet front and rear floor mats
- Carpet rear seatback upholstery
- Manual telescopic steering wheel
- Leatherette steering wheel

Seats and Trim

- Seating capacity: 5
- Sport front bucket seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Power reclining driver seat
- Power driver seat fore/aft control
- Manual passenger seat fore/aft control
- Split-bench rear seat
- Height adjustable rear seat head restraints
- Driver seat with 2-way power lumbar
- Heated driver and front passenger seats
- Bucket front seats
- Driver seat with 6-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Power height adjustable driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Rear seats with manual fore and aft
- Rear seat center armrest
- Cloth and vinyl front seat upholstery
- Metal-look console insert

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- Seek scan
- 13.2 inch primary LCD display
- SiriusXM AM/FM/Satellite radio
- AM radio
- SiriusXM satellite radio
- Radio data system (RDS)

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Selected Equip & Specs (cont'd)

- SYNC 4 external memory control
- 3 month satellite trial subscription
- Standard grade speakers
- SYNC 4 with Enhanced Voice Recognition voice activated audio controls
- Wireless audio streaming
- Internet radio capability
- Speakers number: 6
- Steering wheel mounted audio controls
- Speed sensitive volume
- Integrated roof audio antenna

Lighting, Visibility and Instrumentation

- Piano black and metal-look instrument panel insert
- Trip odometer
- In-radio display clock
- Exterior temperature display
- Redundant digital speedometer
- Gauge cluster display size (inches): 8.00
- Engine/electric motor temperature gauge
- Electric power/regeneration gauge
- Aero-composite headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Speed sensitive wipers
- Illuminated entry
- Illuminated ignition switch
- LED daytime running lights
- High mounted center stop light
- LED brake lights
- Digital instrumentation display
- Full gauge cluster screen
- Compass
- Driver information center
- SmartGauge with EcoGuide ECO feedback display gauge
- Tachometer
- Traction battery level gauge
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Rear reading lights
- Variable instrument panel light
- Front LED fog lights
- Remote activated perimeter approach lighting
- Fade interior courtesy lights

Technology and Telematics

- Connected Navigation integrated navigation system with voice activation
- Travel Link real-time weather
- Bluetooth handsfree wireless device connectivity
- FordPass Connect mobile app access
- 4 USB ports
- SiriusXM Traffic real-time traffic
- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring
- FordPass Connect 4G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Seat mounted side impact driver airbag

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Selected Equip & Specs (cont'd)

- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Driver side knee airbag
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Vehicle tracker
- Level 2 - partial automation SAE Autonomy
- BLIS (Blind Spot Information System)
- Rear Cross-Traffic Braking collision mitigation
- Driver Alert
- External acoustic pedestrian alert
- Rear mounted camera
- Reverse Sensing System rear parking sensors
- Passenger front impact airbag
- Personal Safety System airbag occupancy sensor
- 7 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Remote panic alarm
- Hands-on cruise control
- Lane Keeping Alert
- PCA with AEB and Intersection Assist forward collision mitigation with left turn assist
- Pre-Collision Assist with Pedestrian Detection
- Ford Co-Pilot360 - Speed Sign Recognition with speed limiter feature
- Evasive Steering Assist evasion assist system
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll
- Manual rear child safety door locks

Dimensions

General Weights

Curb weight 3,904 lbs. Payload 1,030 lbs.

Trailer Weights

Conventional capacity 1,500 lbs. GCWR 5,706 lbs.

Off Road

Min ground clearance 6.9"

Exterior Measurements

Vehicle body length.....	180.5"	Vehicle body width.....	74.1"
Vehicle body height.....	66.1"	Wheelbase.....	106.7"
Front track.....	62.4"	Rear track.....	61.8"
Vehicle turning radius.....	19.2'		

Interior Measurements

Interior rear cargo volume.....	34.4 cu.ft.	Max interior rear cargo volume.....	60.8 cu.ft.
Interior cargo area height.....	32.8 "	Interior cargo length.....	68.3 "
Interior cargo area min width.....	41.4 "	Interior cargo area max width.....	57.3 "
Interior rear cargo volume with seats folded.....	60.8 cu.ft.	Length to rear seat.....	36.7 "

Interior Volume

Total passenger volume..... 102.2 cu.ft.

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Selected Equip & Specs (cont'd)

Headroom

Headroom first-row.....	40.0"	Headroom second-row.....	39.3"
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Legroom

Leg room first-row.....	42.4"	Leg room second-row.....	38.9"
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Shoulder Room

Shoulder room first-row.....	57.6"	Shoulder room second-row.....	56.0"
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Hip Room

Hip room first-row.....	55.2"	Hip room second-row.....	53.3"
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Powertrain

Engine

Engine Duratec 2.5L I-4 DOHC, iVCT variable valve control, engine with 163HP	Valves per cylinder.....	4
--	--------------------------	---

Engine cylinders.....	I-4	Injection type.....	sequential MPI
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Engine location.....	Front mounted engine	Ignition.....	Spark ignition system
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Engine mounting direction.....	Transverse mounted engine	Engine block material.....	Aluminum engine block
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Cylinder head material.....	Aluminum cylinder head
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Engine Specs

Displacement.....	2.5L	cc.....	151.8 cu.in.
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Bore.....	3.5"	Stroke.....	3.94"
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Compression ratio.....	13.0
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Engine Power

Horsepower.....	163 HP@6250 RPM	Torque.....	155 lb.-ft.@4500 RPM
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Alternator

Alternator type.....	Hybrid electric motor alternator
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Battery

Battery type.....	Lead acid battery	Battery run down protection.....	Battery run down protection
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Engine Extras

Radiator.....	Radiator	Starter.....	Hybrid electric motor starter
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Start-stop engine.....	Auto stop-start engine	Drivetrain selectable.....	Driver selectable drivetrain mode
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Transmission

Transmission.....	CVT	Transmission electronic control.....	Transmission electronic control
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Overdrive transmission.....	Overdrive transmission	Lock-up transmission.....	Lock-up transmission
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Selected Equip & Specs (cont'd)

Selectable mode transmission... Selectable mode transmission

Transmission oil cooler... Transmission oil cooler

Drive Type

Drive type... Front-wheel drive

Drivetrain

Axle ratio... 2.91

Exhaust

Tailpipe... Stainless steel quasi-dual exhaust with chrome tailpipe finisher

Fuel

Fuel type... regular unleaded

Fuel Tank

Capless fuel filler... Easy Fuel capless fuel filler

Fuel tank capacity... 11.10 gal.

Drive Feature

Limited slip differential Torque Vectoring Control brake actuated limited slip differential

Traction control... AdvanceTrac all-speed ABS and driveline traction control

Electric Powertrain

Hybrid net horsepower... 210.0 hybrid net horsepower

Number of electric motors... 2

Electric powertrain PHEV (plug-in hybrid electric vehicle)

Electric Vehicle Battery Pack

Hybrid/electric range Hybrid/Electric range 520.0 miles

All electric range... All electric range 37 miles

Traction battery type... lithium ion

Traction battery capacity... 14.4 kWh traction battery capacity

Traction battery charge time @ 120V... Traction battery charge time @ 120V 11 hours

Traction battery charge time @ 240V... Traction battery charge time @ 240V 3.3 hours

Onboard charger... 3.3 kWh onboard charger

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type... Gasoline secondary fuel type

Fuel economy combined... 40 mpg

Fuel economy combined equivalent... 101 mpge

Fuel economy (city/highway/combined)... 40 mpg

Fuel economy electric equivalent

Fuel economy status... Current fuel economy status

(city/highway/combined)... 101mpg

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Selected Equip & Specs (cont'd)

Alternate fuel economy status ... Current alternate fuel economy status

Alternate gasoline equivalent fuel economy measurement ... Alternate gasoline equivalent fuel economy measurement

Emissions

Emissions ... LEV3-SULEV30 emissions

Emissions tiers ... Tier 3 Bin 30 emissions

Fuel Economy (Alternate 1)

Additional fuel types ... Electric additional fuel types

Alternate fuel economy combined ... 101 mpg

Alternate fuel economy (city/highway/combined) 101 mpg

Alternate electric fuel economy combined ... 33 KWh/100m

Green Values

Energy Impact Score (Barrels per year) ... 2.7

Suspension and Handling

Suspension

Suspension ... Standard ride suspension

Front shock absorbers ... Gas-pressurized front shock absorbers

Rear shock absorbers ... Gas-pressurized rear shock absorbers

Driveability

Brakes

Brake type ... 4-wheel disc brakes

ABS brakes ... Four channel ABS brakes

ABS brakes ... 4-wheel antilock (ABS) brakes

Ventilated brakes ... Front ventilated disc brakes
Electronic parking brake Electronic parking brake
Post collision braking system ... Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system

Brake Assistance

Hill start assist ... Hill start assist

Brake assist system ... Brake assist system

Front Suspension

Anti-roll bar front ... Front anti-roll bar

Suspension ride type front ... Independent front suspension

Suspension type front ... Strut front suspension

Front Spring

Regular front springs ... Regular front springs

Springs front ... Front coil springs

Rear Spring

Springs rear ... Rear coil springs

Rear springs ... Regular grade rear springs

Rear Suspension

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Selected Equip & Specs (cont'd)

Anti-roll bar rear.....Rear anti-roll bar

Suspension type rear.... Short and long arm rear suspension

Suspension ride type rear.....Independent rear suspension

Steering

Steering Electric power-assist steering system

Steering type..... Rack-pinion steering

Speed sensitive steering . Speed sensitive power steering

Driver selectable steering effort ..Driver selectable steering effort

Steering type number of wheels . 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter.....18"

Front wheels width.....7"

Rear Wheels

Rear wheels diameter.....18"

Rear wheels width.....7"

Front And Rear Wheels

Appearance..... machined w/painted accents

Material..... aluminum

Front Tires

Aspect..... 60

Diameter.....18"

Sidewalls.....BSW

Speed.....H

Tread.....AS

Type.....P

Width.....225mm

Rear Tires

Aspect..... 60

Diameter.....18"

Sidewalls.....BSW

Speed.....H

Tread.....AS

Type.....P

Width.....225mm

Body Exterior

Exterior Features

Number of doors.....4 doors

Body

Body panels.....Fully galvanized steel body panels with side impact beams

Spare Tire

Spare tire Compact spare tire with steel wheel

Spare tire location Spare tire mounted under the cargo floor

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Selected Equip & Specs (cont'd)

Aerodynamics

Spoiler..... Rear lip spoiler

Convenience

Technology

Virtual assistant... SYNC 4 with Enhanced Voice
Recognition (Alexa-Built-In) virtual assistant

Door Locks

Door locks..... Power door locks with 2 stage
unlocking

Keyfob door locks... Keyfob activated door locks

Auto door locks..... Auto-locking doors
Valet key..... Valet key

Fob engine controls. Intelligent Access smart key
with hands-free access and push button
start

All-in-one key. All-in-one remote fob and ignition
key

Tailgate control... Power tailgate/rear door lock

Cruise Control

Cruise control..... Cruise control with steering
wheel mounted controls

Adaptive cruise control... Adaptive Cruise Control
with Stop-and-Go

Key Fob Controls

Keyfob cargo controls..... Keyfob trunk control

Fob remote vehicle controls... FordPass Connect
smart device and keyfob vehicle start control

Rear View Mirror

Day/Night rearview mirror..... Day/Night rearview
mirror

Exterior Mirrors

Door mirrors..... Power door mirrors
Heated door mirrors..... Heated driver and
passenger side door mirrors

Folding door mirrors. Manual folding door mirrors

Front Side Windows

First-row windows..... Power first-row windows

Floor Console

Floor console..... Full floor console

Floor console storage..... Covered floor console
storage

Overhead Console

Overhead console..... Mini overhead console

Overhead console storage..... Overhead console
storage

Driver Visor

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Selected Equip & Specs (cont'd)

Visor driver mirror..... Driver visor mirror

Visor illuminated driver mirror..... Illuminated driver visor mirror

Visor driver expandable coverage Driver visor with expandable coverage

Passenger Visor

Visor passenger mirror..... Passenger visor mirror

Visor illuminated passenger mirror..... Illuminated passenger visor mirror

Visor passenger expandable coverage... Passenger visor with expandable coverage

Power Outlets

12V power outlets.....2 12V power outlets

Cargo Features

Trunk hatch..... Trunk/hatch auto-latching

Cargo tie downs..... Cargo area tie downs

Cargo light..... Cargo area light

Concealed cargo storage... Cargo area concealed storage

Cargo Trim

Cargo floor type..... Carpet cargo area floor

Trunk lid trim..... Plastic trunk lid trim

Pedals

Driver foot rest..... Driver foot rest

Remote Releases

Fuel door..... Power fuel door release

Cargo access..... Power cargo area access release

Rear Windshield

Rear window defroster.... Rear window defroster

Rear windshield..... Fixed rear windshield

Rear windshield wipers..... Fixed interval rear windshield wipers

Storage

Door bins front Driver and passenger door bins

Door bins rear..... Rear door bins

Number of beverage holders... 9 beverage holders

Beverage holders..... Front beverage holders

Beverage holders rear.... Rear beverage holders

Glove box..... Standard glove box

Seatback storage pockets1 seatback storage pocket

Windows Feature

One-touch up window. Front and rear one-touch up windows

One-touch down window..... Front and rear one-touch down windows

Windows Rear Side

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Selected Equip & Specs (cont'd)

Second-row windows Power second-row windows

Third-row windows Fixed third-row windows

Miscellaneous

Trip computer Trip computer

PRND in IP PRND in IP

Accessory power Retained accessory power

Over the air updates Over the air updates

Comfort

Climate Control

Climate control Automatic climate control

Dual-zone front climate control Dual-zone front climate control

Cabin air filter Refresh95 cabin air filter

Voice activated climate control SYNC 4 with Enhanced Voice Recognition voice-activated climate control

Rear under seat ducts Rear under seat climate control ducts

Rear console climate control ducts Rear console climate control ducts

Preconditioning FordPass Connect remote-activated interior climate preconditioning

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Door Trim

Door panel insert Metal-look door panel insert

Floor Trim

Floor covering Full carpet floor covering

Floor coverage Full floor coverage

Floor mats Carpet front and rear floor mats

Second-Row Seat Trim

Rear seat upholstery Cloth and vinyl rear seat upholstery

Rear seatback upholstery Carpet rear seatback upholstery

Steering Wheel

Steering wheel telescopic Manual telescopic steering wheel

Steering wheel material Leatherette steering wheel

Steering wheel tilt Manual tilting steering wheel

Heated steering wheel Heated steering wheel

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Front seat type Sport front bucket seats

Driver seat direction Driver seat with 6-way directional controls

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Selected Equip & Specs (cont'd)

Height adjustable driver seat Power height adjustable driver seat

Passenger seat direction Front passenger seat with 4-way directional controls

Reclining passenger seat Manual reclining passenger seat

Front head restraints Height adjustable front seat head restraints

Armrests front center Front seat center armrest

Driver seat fore/aft control Power driver seat fore/aft control

Split front seats Bucket front seats

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraint control Manual front seat head restraint control

Reclining driver seat Power reclining driver seat

Rear Seats

Bench seats Split-bench rear seat

Folding second-row seats 60-40 folding rear seats

Rear seat direction Front facing rear seat

Fore and aft seat Rear seats with manual fore and aft

Rear head restraint control Manual rear seat head restraint control

Armrests rear Rear seat center armrest

Rear seats fixed or removable Fixed rear seats

Reclining second-row rear seats Manual reclining rear seats

Rear seat folding position Fold forward rear seatback

Rear head restraints Height adjustable rear seat head restraints

Number of rear head restraints 3 rear seat head restraints

Lumbar Seats

Driver lumbar Driver seat with 2-way power lumbar

Front Seat Trim

Front seat upholstery Cloth and vinyl front seat upholstery

Front seatback upholstery Cloth front seatback upholstery

Heated Front Seats

Heated front seats Heated driver and front passenger seats

Interior Accents

Interior accents Metal-look interior accents

Gearshifter Material

Gearshifter material Metal-look gear shifter material

Console Trim

Console insert material Metal-look console insert

Entertainment Features

LCD Displays

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Selected Equip & Specs (cont'd)

Primary touchscreen display
Primary touchscreen display
LCD primary display size . 13.2 inch primary LCD display

Number of first-row LCD displays2 total number of 1st row displays

Radio Features

External memory SYNC 4 external memory control
RDS Radio data system (RDS)

Seek scan Seek scan
Internet radio capability Internet radio capability

Speakers

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls
Voice activated audio SYNC 4 with Enhanced Voice Recognition voice activated audio controls

Speed sensitive volume Speed sensitive volume
Wireless streaming Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert Piano black and metal-look instrument panel insert

Instrumentation

Trip odometer Trip odometer

Instrumentation display Digital instrumentation display

Instrumentation Displays

Speedometer Redundant digital speedometer

Temperature display Exterior temperature display

Driver information center Driver information center

Clock In-radio display clock

Compass Compass

Eco feedback SmartGauge with EcoGuide ECO feedback display gauge

Instrumentation Gauges

Tachometer Tachometer

Traction battery level gauge Traction battery level gauge

Electric power regeneration gauge Electric power/regeneration gauge

Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Gauge cluster display size (inches) 8.00

Instrumentation Warnings

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Selected Equip & Specs (cont'd)

Engine temperature warning . Engine temperature warning

Low fuel warning Low fuel warning

Low brake fluid warning . Low brake fluid warning

Headlights on reminder . Headlights on reminder

Bulb warning Bulb failure warning

Trunk warning Rear cargo ajar warning

Low tire pressure warning Tire specific low air pressure warning

Glass

Tinted windows Deep tinted windows

Headlights

Headlights . LED low and high beam headlights

Auto headlights . Autolamp auto on/off headlight control

Delay off headlights Delay-off headlights

DRL preference setting . . DRL preference setting

Front Windshield

Wipers . Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry

Variable panel light . . Variable instrument panel light

Rear reading lights Rear reading lights

Lights

Running lights LED daytime running lights

Fog lights Front LED fog lights

High mount stop light . High mounted center stop light

Oil pressure warning Oil pressure warning

Low washer fluid warning Low washer fluid warning

Battery charge warning . Battery charge warning

Key in vehicle warning . . Key in vehicle warning

Door ajar warning Door ajar warning

Service interval warning Intelligent Oil-Life Monitor service interval indicator

Headlight type Aero-composite headlights

Multiple headlights . Multiple enclosed headlights

Auto high-beam headlights . . . Ford Co-Pilot360 - Auto High Beam auto high-beam headlights

Speed sensitive wipers . . Speed sensitive wipers

Illuminated ignition switch . . . Illuminated ignition switch

Front reading lights Front reading lights

Interior courtesy lights Fade interior courtesy lights

LED brake lights LED brake lights

Perimeter approach lighting . . Remote activated perimeter approach lighting

Technology and Telematics

Navigation

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Selected Equip & Specs (cont'd)

Integrated navigation Connected Navigation
integrated navigation system with voice
activation

Connectivity

Handsfree Bluetooth handsfree wireless
device connectivity

Real time traffic SiriusXM Traffic real-time traffic
Emergency SOS SYNC 4 911 Assist
emergency SOS system via mobile device

Smart device integration SYNC 4 AppLink/Apple
CarPlay/Android Auto smart device wireless
mirroring

Real time weather Travel Link real-time weather

Internet Access

Internet access FordPass Connect 4G mobile
hotspot internet access

USB Ports

USB ports 4 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact
airbag

Front impact airbag passenger Passenger front
impact airbag

Front side impact airbag driver Seat mounted side
impact driver airbag

Occupancy sensor Personal Safety System
airbag occupancy sensor

Number of airbags 7 airbags

Knee airbag Driver side knee airbag

Front side impact airbag passenger Seat mounted
side impact front passenger airbag

Overhead airbags Safety Canopy System
curtain first and second-row overhead
airbags

Seatbelts

3-point seatbelt Rear seat center 3-point
seatbelt

Seatbelt pretensioners Front seatbelt
pretensioners

Height adjustable seatbelts Front height
adjustable seatbelts

Seatbelt pretensioners number 2 seatbelt pre-
tensioners

Security System

Immobilizer SecuriLock immobilizer

Vehicle tracker Vehicle tracker

Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane Keeping Alert

Blind spot BLIS (Blind Spot Information
System)

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: WILLIAM HEARLEY

03/28/2024

Metro Ford Sales Inc | 3601 State Street Schenectady New York | 123044296

2023 Escape 4dr FWD PHEV (U0E)

Price Level: 350

Selected Equip & Specs (cont'd)

Forward collision warning..... PCA with AEB and
Intersection Assist forward collision
mitigation with left turn assist

Pedestrian detection..... Pre-Collision Assist with
Pedestrian Detection

Driver attention monitor..... Driver Alert

Evasion assist system... Evasive Steering Assist
evasion assist system

SAE Autonomy..... Level 2 - partial automation
SAE Autonomy

Rear collision warning..... Rear Cross-Traffic
Braking collision mitigation

External acoustic pedestrian alert..... External
acoustic pedestrian alert

Traffic sign information Ford Co-Pilot360 - Speed
Sign Recognition with speed limiter feature

Autonomous cruise control..... Hands-on cruise
control

Cameras

Rear camera..... Rear mounted camera

Traction Control

Electronic stability control..... AdvanceTrac w/Roll
Stability Control electronic stability control
system with anti-roll

Parking Sensors

Parking sensors... Reverse Sensing System rear
parking sensors

Occupant Safety

Child door locks... Manual rear child safety door
locks



Prepared by: WILLIAM HEARLEY

03/28/2024

Metro Ford Sales Inc | 3601 State Street Schenectady New York | 123044296

2023 Escape 4dr FWD PHEV (UOE)

Price Level: 350

Major Equipment

(Based on selected options, shown at right)

CVT

- * Roof rails
- * P225/60RH18 AS BSW front and rear tires
- * Lock-up transmission
- * Stainless steel quasi-dual exhaust with chrome tailpipe finisher
- * Lead acid battery
- * Injection Type: sequential MPI
- * Driver selectable drivetrain mode
- * Connected Navigation integrated navigation system with voice activation
- * Steering wheel mounted audio controls
- * SiriusXM AM/FM/Satellite radio
- * Radio data system (RDS)
- * Internet radio capability
- * Vehicle body length: 180.5"
- * Interior cargo length: 68.3 "
- * Trip computer
- * Power door mirrors
- * Manual folding door mirrors
- * LED daytime running lights
- * Deep tinted windows

Exterior: Oxford White

Interior: Ebony w/Heated Vinyl/Cloth Front Sport Contour Bucket Seats

- * 18 x 7-inch front and rear machined w/painted accents aluminum wheels
- * Overdrive transmission
- * Transmission electronic control
- * AdvanceTrac all-speed ABS and driveline traction control
- * Battery run down protection
- * Auto stop-start engine
- * Fuel tank capacity: 11.10 gal.
- * 13.2 inch primary LCD display
- * Wireless audio streaming
- * Seek scan
- * SYNC 4 external memory control
- * 3 month satellite trial subscription
- * Wheelbase: 106.7"
- * Standard ride suspension
- * Rear window defroster
- * Heated driver and passenger side door mirrors
- * DRL preference setting
- * LED brake lights
- * Variable intermittent front windshield wipers

As Configured Vehicle

STANDARD VEHICLE PRICE	MSRP
Equipment Group 700A	\$40,500.00
Engine: 2.5L IVCT Atkinson Cycle I-4 Hybrid	
Transmission: eCVT	Included
2.91 Axle Ratio	Included
GVWR: TBD	Included
Tires: 225/60R18 AS BSW	Included
Wheels: 19" Machined-Face Magnetic Aluminum	Included
Heated Vinyl/Cloth Front Sport Contour Bucket Seats	Included
Monotone Paint Application	STD
106" Wheelbase	STD
Radio: AM/FM Stereo	Included
50-State Emissions System	STD
SYNC 4 w/Enhanced Voice Recognition	Included
FordPass Connect	Included
Oxford White	N/C
Ebony w/Heated Vinyl/Cloth Front Sport Contour Bucket Seats	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



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03/28/2024

Metro Ford Sales Inc | 3601 State Street Schenectady New York | 123044296

2023 Escape 4dr FWD PHEV (U0E)

Price Level: 350

Major Equipment		As Configured Vehicle	MSRP
* Speed sensitive wipers	* AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll	SUBTOTAL	\$40,500.00
* Manual rear child safety door locks	* Driver front impact airbag	Destination Charge	\$1,495.00
* Seat mounted side impact driver airbag	* Passenger front impact airbag	TOTAL	\$41,995.00
* Seat mounted side impact front passenger airbag	* Personal Safety System airbag occupancy sensor		
* 7 airbags	* SecurLock immobilizer		
* Automatic climate control	* Dual-zone front climate control		
* Rear under seat climate control ducts	* Fixed rear seats		
* 60-40 folding rear seats	* Manual reclining rear seats		
* Split-bench rear seat	* Front facing rear seat		
* Fold forward rear seatback	* Rear seats with manual fore and aft		
* Height adjustable rear seat head restraints	* Manual rear seat head restraint control		
* 3 rear seat head restraints	* Rear seat center armrest		
* Bucket front seats	* Sport front bucket seats		
* Driver seat with 6-way directional controls	* Front passenger seat with 4-way directional controls		
* Height adjustable front seat head restraints	* Manual front seat head restraint control		
* Front seat center armrest	* Power reclining driver seat		
* Power height adjustable driver seat	* Power driver seat fore/aft control		
* Manual reclining passenger seat	* Manual passenger seat fore/aft control		
* Cloth and vinyl front seat upholstery	* Cloth front seatback upholstery		
* Driver seat with 2-way power lumbar	* Heated driver and front passenger seats		
* 4-wheel disc brakes	* 4-wheel antilock (ABS) brakes		
* Electronic parking brake	* Brake assist system		

Sell for \$39,475.30

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Albany County Request for Contract Approval

Contract #	2024-1747
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A1680 - Information Services
Date Submitted	Monday, March 11, 2024
Contact Person	Gross, Sue
Contact Phone	() -1518
Vendor Info	CoreBTS 3 Tallow Wood Drive, Clifton Park, NY 12065
Estimated Amount	\$35,000.00
Estimated Term	8/1/2024 to 8/1/2025 (Approximately 12 months)
Scope of Services	Upgrade Albany County Department of Social Services (DSS) network at 162 Washington Avenue with new redundant higher bandwidth Cisco infrastructure. Replace 27 Switches with 22 new Cisco Switches reducing the number of Switches by five. New infrastructure will also reduce 27 Switch configurations down to 11, lowering the operational cost and simplifying maintenance.
Budget Line Item	AA1680 - - 44046
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

PATRICK ALDERSON
DEPUTY COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
ALBANY, NEW YORK 12207
PHONE: (518) 447-7277 FAX: (518) 447-3000
www.albanycounty.com

CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

March 25, 2024

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
Harold L. Joyce Albany County Office Building
112 State Street, Room 710
Albany, NY 12207

Hon. Bruce A. Hidley, Albany County Clerk
Albany County Courthouse
16 Eagle Street, Room 128
Albany, NY 12207

Hon Daniel P. McCoy, Albany County Executive
Harold L. Joyce Albany County Office Building
112 State Street, Room 1200
Albany, NY 12207

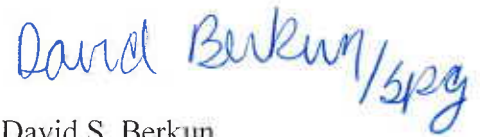
Dear Contract Administration Board Members,

The Division of Information Services is requesting authorization to enter into a contract with CoreBTS for professional services to help upgrade the Albany County Department of Social Services (DSS) network at 162 Washington Avenue with new redundant, higher bandwidth Cisco Infrastructure. They will assist with replacing 27 with 22 new Cisco Switches, reducing the number of switches by 5. This new infrastructure will also reduce 27 switch configurations down to 11, lowering operational costs and simplifying maintenance. This contract amount is not to exceed \$35,000.

This vendor is on GSA Contract GS-35F-0402V.

Thank you!

Sincerely,

A handwritten signature in blue ink that reads "David Berkun" followed by a stylized "1/spg".

David S. Berkun
Deputy Chief Information Officer

Attachments

DSS 162 Washington LAN implementation

Statement of Work

Prepared for

Albany County

January 4, 2024

Version 1

Prepared by

Core BTS, Inc.

<http://www.corebts.com>

Bryon Perkins

Account Manager

bryon.perkins@corebts.com

Jeffrey Crooks

Solution Architect

jeffrey.crooks@corebts.com



Copyright © 2024 Core BTS, Inc.

All rights reserved. Proprietary and Confidential Material.

This document is provided to Albany County ("Client") solely in support of a proposal for services ("Proposal") for the DSS 162 Washington LAN implementation project ("Project").

This document contains proprietary information owned by Core BTS, Inc. ("Core BTS") and should be regarded as confidential. This document, any attachments and summaries, related information, and all copies of same remain the confidential property of Core BTS and shall be returned to Core BTS upon request.

These materials and the information contained herein are not to be duplicated or used, in whole or in part, for any purpose other than Client use to evaluate this Proposal.

1 Project Scope

Upgrade Albany County Department of Social Services (DSS) network at 162 Washington Avenue with new redundant higher bandwidth Cisco infrastructure. Replace 27 Switches with 22 new Cisco Switches reducing the number of Switches by five. New infrastructure will also reduce 27 Switch configurations down to 11, lowering the operational cost and simplifying maintenance.

2 Project Delivery

During Delivery, Core BTS will provide consultants to deliver best practice, technical guidance, and execution for the implemented technologies and solutions described in this section.

Project Oversight and Coordination

- Project logistics and planning
 - Acting as a single point of contact for all members of the Project Team
 - Project initiation activities
 - Developing project timeline and ensure schedules are maintained
 - Oversight of resources and budget management
 - Schedule meetings to drive business requirements gathering and additional discovery
 - Create and maintain project materials and stakeholder communications:
 - Budget and timeline
 - RAID log
 - Weekly status reports and meeting as required
 - Review current change control standards and policy, manage changes as needed within those constraints
 - Providing issue and risk management including escalation management as required

Project Specification

Install two new Cisco 9500-48Y4C Switches configured in a Stackwise Virtual pair to replace three Cisco optical distribution Switches. Replace 24 access Switches in ten closets with 20 Cisco 9300-48P Switches.

Note: Pre & Post Network diagrams available.

Core BTS personnel will work closely with Customer's IT staff to perform the following services.

Plan

- Project Communications and Planning
 - Project Kickoff Meetings
 - Project Update Calls
 - Review of Existing Environment
 - Connected clients, networking, identify future state needs
 - Review power and racking requirements
 - Determine if downtime is required

Design

- Network Design Workshop
 - Design Requirements Review and Validation - includes but not limited to:
 - Timelines
 - Current environment
 - Network topology
 - Deployment details
 - Operations
 - Unknowns
 - High Availability
 - Alerting / Notifications
 - Licensing
 - Migration Strategy
 - Upgrade prerequisites
 - Document default port configuration and switch defaults
 - Review existing system configurations
 - Validate access requirements
 - Create High Level Design Document
 - DSS pre and post network diagram available

Implement

- Network Implementation
 - Note: Migration to new Cisco Hardware
 - Note: Switch count reduction from 27 to 22, see diagrams
 - Note: 27 Switch configurations to be consolidated to 11
 - Assumptions: No configuration changes unless new hardware requirement
 - Assumptions: Customer to assist with hardware deployment (rack & stack, power and cabling)
 - Develop Test Plan to verify the installation
 - Server Room
 - Note: 1000SX duplex Core connection to be upgraded to redundant single strand 25GE BiDi optics using same fiber pair
 - Assumptions: Single Mode/Single Strand fiber patch cables will be ready to replace 1GE duplex connections
 - Determine what network changes are required to provision new Cisco Switches onto the network (IP, Management network, etc.)

- Install two new Cisco 9500-48Y4C Switches
- Configure in a 200GE Stackwise Virtual Pair
- Trunk to existing Cisco 9500-16X
- Verify access to network resources
- Confirm the latest version/standard of software installed
- Configure first 1/10/25GE interfaces on both 9500-48Y4C for 25GE BiDi Ether-Channel back to Albany County 9500-48Y4C Core Switches
- Note: 1000SX optics to be moved to 9500-48Y4C's higher numbered 1/10/25GE ports, decommission once closets upgraded to 10GE
- Configure 9500-48Y4C interfaces to emulate current 1000SX closet connections
- Prepopulate and configure lower numbered 1/10/25GE ports for redundant 10GE LRM optics to new closet Switches
- Install Cisco 9300-48P to hang off 9500-48Y4C Switches for copper access in Server Room
- Configure two 25GE DAC cables for redundant connections to 9500-48Y4C Switches
- Confirm the latest version/standard of software installed
- Migrate configuration from 2960X
- Albany County Core Switches:
 - Configure two redundant 1/10/25GE interfaces on Albany County Core Switches with 25GE BiDi Ether-Channel to DSS
- Building Cutover
 - Shutdown existing 1GE connection from Core to DSS
 - Swing fiber patch cables to 25GE single strand connections
 - Verify connectivity & redundancy
 - Run Test Plan
 - Closet Connections:
 - Move optics one at a time from two Cisco 3750G-12S and 9500-16X Switches with new 9500-48Y4C Switches
 - Verify each connection
 - Move connections from 2960X to 9300-48P Switch
 - Verify connections
 - Run Test Plan
- Closets
 - Note: Network pre & post diagrams available

- Note: Replace existing Switches on each floor (8 floors, 9 closets) with new Cisco 9300-48P Switch or Stack
- Basement: Two Switches (one in each closet), one for one replacement
- 1st Floor: Five Switches consolidated to one 9300-48P Switch Stack (four Switches)
- 2nd Floor: Three Switches consolidated to one 9300-48P Switch Stack (three Switches)
- 3rd Floor: Three Switches consolidated to one 9300-48P Switch Stack (two Switches)
- 4th Floor: Two Switches consolidated to one 9300-48P Switch Stack (two Switches)
- 5th Floor: Four Switches consolidated to one 9300-48P Switch Stack (three Switches)
- 6th Floor: Three Switches consolidated to one 9300-48P Switch Stack (two Switches)
- 7th Floor: One for one replacement
- Closet Cutovers
 - Verify each connection prior to moving
 - Move connections to 9300-48P Switches
 - Verify connections
 - Run Test Plan
- Next Day Support
 - Provide customer support as required until project completed
- Knowledge Transfer
 - Review network configuration changes with customer
- Documentation
 - Core BTS will provide a backup copy of all in-scope configuration files at project completion
- Project Close and Wrap-up

Deliverables

This project will be complete when Core BTS has completed all objectives and documents listed below and they have been reviewed with Albany County.

- As-Built Documentation

3 Project Assumptions and Out of Scope

General Assumptions

The project timeline, resource plan, and pricing are based on required access for Core BTS resources and a continuous work effort from project kickoff to completion. Unexpected project delays that may be caused by hardware availability, availability of Albany County resources, missing of agreed deadlines by Albany County resources, documented assumptions found to be incorrect, or changes to an approved design may require a Project Change Request ("PCR") to realign the scope and / or price of the project.

Project assumptions include, but are not limited to, the following statements for this project:

1. All hardware, software, and cloud services required for the project will be the financial responsibility of Albany County.
2. Any needed license quantities and recommendations may change based on analysis of the environment during the Discover and Plan phase. Albany County is responsible for providing sufficient licensing and / or subscription(s) prior to the Build phase, and all licensing required prior to the Stabilize phase.
3. Any third-party support costs will be the financial responsibility of Albany County.
4. Albany County will provide any and all available technical schemas and documentation, equipment inventories and configurations, drawings and diagrams, and vendor information, or will provide accurate understanding and knowledge of the same related to all areas and technologies being assessed, reviewed, planned, or designed within scope.
5. Albany County will permit full unattended admin access with the necessary account privileges to resources for all technologies within scope. If remote unattended access cannot be provided, the budget estimate for the project may increase by 20%.
6. Albany County will allow or supply physical access to all computers, communications, and servers within scope.
7. Work could include on-site and off-site activity by Core BTS resources to ensure project tasks are completed in a timely manner.
8. Normal business hours are 8 AM to 5 PM Monday through Friday.
9. Knowledgeable Albany County resources will be made available to this project and will help meet the timelines as identified in the project plan. If meetings are not attended by Albany County and if advanced notification is not given (4 hours minimum in advance), then the cancelled meetings will be deducted against the project's billable hours since resources were reserved for that time.
10. To help minimize resource requirements on the part of Albany County, more detailed requirements for permissions, access, and workspace will be made available prior to starting the project. Administrative credentials, access, and permissions for all Core BTS project members must be completed the first week of the Discover and Plan phase.
11. Albany County is responsible for communicating the project plan and all timelines and goals to Albany County business units or facilities, as appropriate.
12. Core BTS will use generally accepted project management techniques and processes throughout this project.
13. Informal knowledge transfer will be provided throughout the project. Informal knowledge transfer is defined as informal activities provided as your administrators, or contractors, are working side-by-side with Core BTS during the project. No formal

training materials will be developed or delivered as part of informal knowledge transfer.

14. Core BTS assumes no liability for equipment damage and/or loss associated with the relocation of any equipment to any location other than the initial delivery location.
15. Core BTS assumes no liability for data loss. Customer is strongly encouraged to backup and validate data on all affected systems prior to initiation of the engagement.
16. Any additional tasks, work, labor, and other efforts for this project that have not been clearly defined in the SoW are the client's responsibility and will be performed by the client. Any additional items not outlined in the SoW that the client wishes to be a part of Core BTS' work product will require a signed and approved Project Change Request (PCR). PCRs will detail the additional work and costs, and will be submitted to the client project sponsor for approval and signature. Signed PCRs will become an official part of the project

Out of Scope

All work that is "out of scope" will be addressed by Core BTS and the Albany County Project Sponsor to clarify the issue and negotiate feasibility, impact, and cost. Should "out of scope" work be identified, formal written approval via a PCR from Albany County is required prior to commencing any such work.

Deficiencies of any kind within the current environment discovered because of the project will not be remedied within the scope of this project. Quick win action items will be identified, if possible.

This project will focus on the scope as noted above. All other areas are not within the scope of this project. These include, but are not limited to:

- Ongoing deployments of any technology beyond the final week of the engagement
- Remediation or roadmaps of existing infrastructure for subsequent strategic initiatives
- Support or remediation services for technologies not implemented by Core BTS

If further services are necessary outside of the boundaries of this scope, a PCR or an additional SOW will be provided.

4 Roles and Responsibilities

Delivery Team: Roles and Responsibilities

Core BTS will provide the core resources required to plan and execute this project and ask that Albany County provide the complementary resources required to assist in the planning and execution of this project. Core BTS will require access to several subject matter experts and managed services staff to complete this engagement.

Core BTS project Coordinator

Responsibilities of the Core BTS Project Coordinator include:

- Developing project timeline and ensure scheduled are maintained
- Acting as a single point of contact for all members of the Project Team
- Managing all Core BTS resources and coordinating resources
- Resolving issues with point of contact
- Presenting status weekly via status meetings and status reports
- Providing issue and risk management including escalation management
- Controlling change management process

Core BTS Engineer(s)

Responsibilities of the Core BTS Engineer(s) include:

- Performing tasks as outlined in this Statement of Work with efficiency and diligence
- Acting in a professional manner and abiding by Albany County code of business conduct

Responsibilities of Albany County

Responsibilities of Albany County include:

- Providing necessary personnel, including:
 - A dedicated Point of contact
 - Subject matter experts (SME's) as needed.
 - Management with decision-making authority
- If necessary, assist in physical movement and racking of components (unless otherwise specified)
- Providing access during agreed upon timeframes to:
 - Suitable workspace, including a workstation and telephone, if necessary
 - Required systems and networks
 - Documentation of current procedures, workflows, and network diagrams
- Providing remote access (VPN preferred) if work is to be completed offsite
- Provide Core BTS resources with all software licensing and / or hardware required
- Responsible for procuring, installing, hosting, testing, deploying, monitoring, and maintaining all associated hardware and third-party software, including patches or upgrades as required
- In a timely manner, resolving problems not directly discussed in this SoW, but adversely affecting the project's progress (i.e. software bugs, hardware failures,

connectivity issues, etc.) Core BTS can assist with these issues as through the scope management process.

- Submit change controls for all environments, as necessary
- Participating in knowledge transfer throughout the project (unless otherwise noted)
- Participate in project status and closeout meetings

Mutual

Responsibilities shared by all members of the Project Team include:

- Responding to communication (calls and email) in a timely manner
- Participating in all status meetings
- Identifying situations requiring scope management and alerting Project Management
- Identifying potential issues and risks and alerting Project Management
- Coordinating scheduling in the event of delays outside of Core BTS's / Albany County control

5 Project Investment

Professional Services Pricing Summary

Service Description	Price
Fixed Fee:	\$34,600.00

Core BTS Fixed Fee Billing Terms

- Albany County agrees to compensate Core BTS for the effort required to deliver all items outlined in this Statement of Work. Modifications to this project via the Change Management Process may change the associated fees.
- This engagement will be performed on a fixed-fee basis, with phased billing. This fixed fee project will be invoiced at the phased completion stages, specified below.
- This fixed fee price is inclusive of all travel related expenses.
- **Payment Schedule**
 - **\$34,600.00 Upon completion of Project**

Core BTS Firm Fixed Fee Schedule (GSA Contract GS-35F-0402V)

Core BTS is providing this scope of Work under GSA contract GS-35F-0402V as a firm fixed fee price. Attached below are the calculations used by Core BTS to determine a reasonable effort to provide a Firm Fixed fee contract for this scope of work. Core BTS has included the intended labor categories needed to complete this project and an assumed fixed cost of expenses that may be incurred to complete this scope within the expected time frame.

Current Option Period End Date: Apr 28, 2024

Labor Category	Title	Experience Requirement	Educational Requirement	Standard GSA Rate	Offered GSA Rate	Total Hours Proposed	Total Price
Five	Principal Consultant	5+ years of professional experience	BS/MS degree in a related field and/or a combination of education and professional experience and certification in one relevant core competency.	\$152.07	\$152.07	156	\$23,722.92
Six	Senior Principal Consultant	5+ years of professional experience	BS/MS degree in computer science or information technology and/or a combination of education and professional experience and a senior level technical certification at the "Professional" level or higher, e.g. Cisco Certified Network Professional (CCNP) in one relevant core competency. Recognized leader in multiple technologies.	\$172.28	\$172.28	30	\$5,168.40
Seven	Project Manager	3+ years of professional experience	BS/MS degree in a related field and/or a combination of education and professional experience and a Project Management Professional (PMP) or Information Technology Infrastructure Library (ITIL) certification.	\$115.86	\$115.86	31	\$3,591.66
		Location / Description	Seasonality Factor				
Expense		Albany County			\$0.00		\$0.00
Expense		Mileage			\$0.625		\$0.00
Expense		M&IE Total			\$107.50	20	\$2,150.00
TOTAL Firm Fixed Fee							\$34,632.98

Proposal Expiration

This proposal expires within 30 days or our written revocation of the proposal prior to 30 days. Please send signed documents to your Account Manager via email.

6 Proposal Acceptance

To proceed with the work as defined by this proposal, all parties must sign below acknowledging that they have read the entire document and agree to all terms as laid out within.

Core BTS, Inc.**Albany County**

Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

7 Terms and Conditions

1. Payment Terms. Payment is due within thirty (30) days of invoice date. After this time period, interest accrues at the lesser of the maximum rate permitted under applicable law or one and one-half percent (1.5%) per month from the date due until paid. We shall have a purchase money security interest in the products delivered by us to secure payment of the purchase price and any installation charges until they are paid in full by you. If invoice is not paid by you after 60 days, you authorize us to file all documents (including UCC financing statements) deemed necessary by us to protect and maintain our security interests.
2. Independent Contractor; Taxes. We will perform all services hereunder in our capacity as an independent contractor and not as an employee or agent of you. Our employees shall not be entitled to any privileges or benefits that you may provide to your employees, and we shall be responsible for payment of all unemployment, social security, federal income (state and local income where applicable) and other payroll taxes imposed by any governmental body on us in regard to our employees who are engaged in the performance of the services. Pricing set forth herein is exclusive of applicable sales, use and similar taxes assessed on the performance of any services. You agree to reimburse, indemnify and hold us harmless from and against any such tax, penalty and interest thereon levied against us for the provision of services to you hereunder.
3. No Hiring. For the term of the project and for a period of one year thereafter, you agree not to hire, solicit or accept solicitation of, through employment or otherwise, directly or indirectly, any of our employees or independent contractors with whom you have had any contact during the project, unless you obtain our prior written consent. Should you hire an employee or independent contractor of ours through employment or otherwise within this time period without our prior written consent, you will immediately pay as liquidated damages to us an amount equal to the relevant person's then current annual compensation (or the amount paid to or on behalf of the person in the last 12 months, in the case of an independent contractor).
4. Warranty.
 - a. We warrant and represent that the services will be performed in a skillful and workmanlike manner according to those standards generally prevailing among consultants performing similar services under similar circumstances. To the extent that we are not the manufacturer of any hardware or software products that you may purchase as a result of or relating to our Services, we do not provide any warranty on such products, whether with respect to their design, performance, functionality or compatibility with your existing system. Any warranty with respect to product must come from the manufacturer. Our product procurement distributor or we will pass through to you any applicable warranties of the manufacturer, to the extent permissible.
 - b. **EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION, WE DISCLAIM ALL WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
5. Our Indemnity. We will indemnify, defend and hold you harmless from and against any claims, liabilities, losses, expenses or damages (collectively, "Damages") caused by the services performed or the work delivered by us under these terms infringing any copyright, trade secret or any other proprietary right of any third party. Excluded from such indemnification are any claims related to (i) services performed on equipment or software which you covenanted that we had the rights to modify as set forth in Section 7 below, (ii) services performed to your specification or design and (iii) infringement resulting from or caused by your misuse or unauthorized modification of systems or product. We will also indemnify, defend and hold you harmless from and against any Damages resulting from our willful misconduct or negligent acts or omissions in performing the services which are the subject of these terms, except to the extent such Damages are caused by the willful misconduct or negligence of you, your employees or agents. Our obligation to indemnify and defend you with respect to any claim shall be subject to (i) your providing us with prompt notice of such claim, (ii) our having sole control over the defense and settlement thereof, (iii) your providing us with the information and assistance necessary to defend or settle such claim as reasonably requested by us, and (iv) the limitations on liability set forth in Section 6 below.
6. Limitations of Liability. **WE WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF DATA OR ITS USE OR LOST PROFITS OR OTHER ECONOMIC DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.** With the exception of indemnification for intellectual property infringement, your right to recover Damages from us in aggregate of all claims is limited to the amounts paid to us by you in the preceding twelve (12) months. You acknowledge that this limitation of liability is part of the consideration and was considered by us in establishing the prices and rates to be charged to you, which, but for this limitation, would have been higher.
7. Your Covenants. You covenant that: (i) you have the authority to agree to these terms and the funding necessary to pay for the requested services; (ii) you have title to or license or rights to use or modify any software or products which you have requested us to modify as part of such services; and (iii) you will provide us necessary access to your personnel, appropriate documentation and records and facilities in order for us to timely perform such services.
8. Requests for Changes. No change in the services provided hereunder will be performed until we receive a properly issued and executed Change Order; provided, however, that nothing herein will relieve you of the obligation to pay us for services rendered which were requested by you but are not documented in such a properly issued and executed Change Order or within the applicable scope of work.
9. Confidentiality. Each party acknowledges that it and its employees or agents may, in the course of the project, be exposed to or acquire information that is proprietary or confidential to the other party. Each party agrees to hold such information in strict confidence and not to discuss or disclose any such information to any third party for a period of three years. The parties acknowledge that the provisions of this paragraph shall not apply to: (a) information which at the time of disclosure is, or without fault of the recipient becomes, generally available; (b) information which either party can show was in its possession at the time of disclosure or was independently developed by it; (c) information received from a third party which had the right to transmit same without violation of any secrecy agreement with the other party; and (d) information which is required to be disclosed pursuant to court order or by law.
10. Termination of Agreement. Either party may terminate our engagement at any time upon 30 days prior written notice to the other. **Unless otherwise expressly stated in the body of this Agreement or related order(s), termination for convenience or default by Customer of any (i) licensing or subscriptions, (ii) products ordered from Core that Core cannot cancel with Core's vendors, or (iii) services with a fixed term, shall incur a termination fee equal to 100% of the unpaid price of the product and/or the unpaid remainder of the term, payable to Core in full upon the effective termination date.** In the event of termination for convenience or default by Customer for products or services not subject to the preceding paragraph, Customer shall within thirty (30) days of the date of termination pay Core all amounts owed for Products and Services provided by Core during the Term of this Agreement up to and including the date of termination.
11. Entire Agreement; Amendment. These terms and the accompanying engagement letter sets forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon both parties in accordance with its terms and may be amended only by an entry signed by both parties. There are no understandings, representations or agreements other than those set forth herein.
12. Assignment. You may not assign any of the rights or obligations hereunder without the prior written consent of Core.
13. Notices. Any notice or communication from one party to the other concerning the terms hereof shall be in writing and shall be sent by certified mail, return receipt requested and postage prepaid or by commercial overnight mail to the most recent address that either party has specified in writing to the other.
14. Governing Law. These terms shall be governed by and construed in accordance with the laws of the State of Delaware.
15. Force Majeure. Neither party shall be liable to the other for any failures or delays arising out of conditions beyond its reasonable control, including, without limitation, work stoppages, fire, civil disobedience, delays associated with product malfunction or availability, riots, rebellions, storms, electrical failures, delays caused by the other party, and acts of God and similar occurrences.
16. Waiver; Severability. Any waiver of any right or default shall be effective only in the instance given and if in writing and signed by the party against whom it is sought to be enforced and shall not operate as or imply a waiver of a similar right or default on any other occasion. If any term or provision hereof should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions hereof shall be unimpaired, and the invalid terms or provisions shall be replaced by such valid terms and provisions as come closest to the intention underlying the invalid term or provision.

Albany County Request for Contract Approval

Contract #	2024-1824
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A1680 - Information Services
Date Submitted	Wednesday, March 27, 2024
Contact Person	Gross, Sue
Contact Phone	() -1518
Vendor Info	Carahsoft Technology Corporation 11493 Sunset Hills Road, Suite 100, Reston, VA 20190
Estimated Amount	\$21,533.72
Estimated Term	6/29/2024 to 6/28/2025 (Approximately 11 months)
Scope of Services	Legistar Annual Subscription and Open Platform Suite Annual Subscription. This subscription is used for creation of Requests for Legislative Action from origination in Departments through approval by the Albany County Executive's Office for submission to the Albany County Legislature.
Budget Line Item	AA1680 - - 44021
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

PATRICK ALDERSON
DEPUTY COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
ALBANY, NEW YORK 12207
PHONE: (518) 447-7277 FAX: (518) 447-3000
www.albanycounty.com

CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

March 27, 2024

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
Harold L. Joyce Albany County Office Building
112 State Street, Room 710
Albany, NY 12207

Hon. Bruce A. Hidley, Albany County Clerk
Albany County Courthouse
16 Eagle Street, Room 128
Albany, NY 12207

Hon Daniel P. McCoy, Albany County Executive
Harold L. Joyce Albany County Office Building
112 State Street, Room 1200
Albany, NY 12207

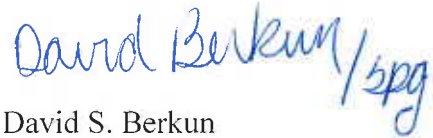
Dear Contract Administration Board Members,

The Division of Information Services is requesting authorization to purchase Legistar – Granicus Annual Subscription through Carahsoft Technology Corporation. This subscription is used for the creation of Requests for Legislative Action from origination in Departments through approval by the Albany County Executive's Office for submission to the Albany County Legislature. This subscription needs to be renewed on a yearly basis and our coverage dates are 6/29/24 – 6/28/25. This Purchase Order amount is not to exceed \$21,533.72.

This vendor is on the GSA Contract – GSA Schedule No 47QSWA18D008F

Thank you!

Sincerely,



David S. Berkun
Deputy Chief Information Officer

Attachments

GOVERNMENT- PRICE QUOTATION

carahsoft

Granicus at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | GRANICUS@CARAHSOFT.COM

TO: David Berkun
 Acting Chief Information Officer
 County of Albany
 112 State St
 Room 500
 Albany, NY 12207 USA

FROM: Brittney Vance
 Granicus at Carahsoft
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: david.berkun@albanycountyny.gov

EMAIL: Brittney.Vance@carahsoft.com

PHONE: (518) 331-0147

PHONE: (571) 662-3094 FAX: (703) 871-8505

TERMS: GSA Schedule No: 47QSWA18D008F
 Term: August 22, 2018 - August 21, 2028
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 UEI: DT8KJHZXVJH5
 Business Size: Other than Small
 Sales Tax May Apply

QUOTE NO: 38318550
 QUOTE DATE: 03/21/2024
 QUOTE EXPIRES: 06/28/2024
 RFQ NO:
 SHIPPING: ESD
 TOTAL PRICE: \$21,533.72

TOTAL QUOTE: \$21,533.72

LINE NO.	PART NO.	DESCRIPTION	GSA PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
RENEWING SUBSCRIPTION FEES						
1	GR-E-MA-LEG	Legistar - Annual Subscription Granicus - SAS-SE-MA-LEG Start Date: 06/29/2024 End Date: 06/28/2025	\$148,110.83	\$21,533.72 GSA	1	\$21,533.72
2	GR-E-MA-PLF- OP-611	Open Platform Suite Each Annual Subscription Granicus - SAS-SE-MA-PLF-OP Start Date: 06/29/2024 End Date: 06/28/2025	\$49,370.28	NSP GSA	1	NSP
SUBTOTAL:						\$21,533.72
TOTAL PRICE:						\$21,533.72
TOTAL QUOTE:						\$21,533.72

Please reference GSA Contract # on the PO
 GSA MAS 8F: 47QSWA18D008F

For govDelivery Customers Only:

Potential Users are based on the greater of quarterly website visits to the domains covered by a license or the subscriber base multiplied by 12, less 20% to account for inactive subscribers.

The Granicus Master Subscription Agreement can be found at www.granicus.com/Master_Subscription_Agreement



THIS IS NOT AN INVOICE

Order Form
Prepared for
Albany County NY

Granicus Order Form for Albany County NY

ORDER DETAILS

Granicus Contact: Madelyn Bedard
Email: madelyn.bedard@granicus.com
Order #: Q-340327
Prepared On: 21 Mar 2024

ORDER TERMS

Currency: USD
Payment Terms: All fees set forth in the Quote from reseller/distributor to Client are due and payable in accordance with those terms. Use of the Products is governed by the terms of the Granicus Master Subscription Agreement or such other Agreement as agreed to by the parties.

Current Subscription
End Date: 28 Jun 2024
Period of Performance: 29 Jun 2024 - 28 Jun 2025

PRODUCT SUMMARY

The specifications and terms within this Order Form are specific to the products and volumes contained herein.

NOTE: Fees for the below Products will be as set forth in the quote from an authorized reseller.

Renewing Subscriptions		
Solution	Billing Frequency	Quantity/Unit
Legistar	Annual	1 Each
Open Platform Suite	Annual	1 Each

PRODUCT DESCRIPTIONS

Solution	Description
Legistar	Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes: • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Up to one (1) Legistar database • Up to one (1) InSite web portal
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-340327 dated 21 Mar 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Albany County NY to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

Albany County Request for Contract Approval

Contract #	2024-1820
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A1432 - Human ResourcesA1680 - Information Services
Date Submitted	Tuesday, March 26, 2024
Contact Person	Gross, Sue
Contact Phone	() -1518
Vendor Info	SHI 290 Davidson Avenue, Somerset, NJ 08873
Estimated Amount	\$49,500.49
Estimated Term	6/24/2024 to 6/23/2025 (Approximately 11 months)
Scope of Services	KnowBe4 Security Awareness Training Subscription Diamond - Information Services to pay \$30,197.72 KnowBe4 Compliance Plus Subscription (Must have current Diamond Subscription to use this product) - Human Resources to Pay \$12,303.59 KnowBe4 PhishER Subscription - Information Services to pay \$6,999.18
Budget Line Item	AA1680 - - 44039
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

PATRICK ALDERSON
DEPUTY COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
ALBANY, NEW YORK 12207
PHONE: (518) 447-7277 FAX: (518) 447-3000
www.albanycounty.com

CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

March 27, 2024

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
Harold L. Joyce Albany County Office Building
112 State Street, Room 710
Albany, NY 12207

Hon. Bruce A. Hidley, Albany County Clerk
Albany County Courthouse
16 Eagle Street, Room 128
Albany, NY 12207

Hon Daniel P. McCoy, Albany County Executive
Harold L. Joyce Albany County Office Building
112 State Street, Room 1200
Albany, NY 12207

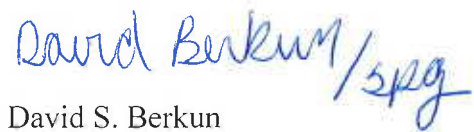
Dear Contract Administration Board Members,

The Division of Information Services is requesting authorization to purchase KnowBe4 Security Awareness Training Subscription Diamond Renewal, KnowBe4 Compliance Plus Subscription Renewal and KnowBe4 PhishER Subscription renewal through SHI. These subscriptions provide county employees with Security Awareness Training, Sexual Harassment and Compliance Training and provides the ability to report emails to the administrator that could be potential threats. These subscriptions need to be renewed on a yearly basis and our coverage dates are 6/24/24 – 6/23/25. This Purchase Order amount is not to exceed \$49,500.49.

This vendor is on the Sourcewell Technology Catalog Solutions Contract – Contract # 081419-SHI.

Thank you!

Sincerely,



David S. Berkun
Deputy Chief Information Officer

Attachments



Pricing Proposal
Quotation #: 24638770
Reference #: 3/20/2024
Created On: 3/20/2024
Valid Until: 5/31/2024

NY-County of Albany Information Services

Sue Gross

112 STATE ST
RM 500
ALBANY, NY 12207
United States
Phone: (518) 447-5612
Fax:
Email: sue.gross@albanycounty.com

Inside Account Manager

Daniel Scalgione

290 Davidson Ave
Somerset, NJ. 08873
Phone: 732-584-8880
Fax:
Email: NYGov@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 KnowBe4 Security Awareness Training Subscription Diamond KnowBe4 Inc. - Part#: KMSATD-N-F12-G Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 6/24/2024 – 6/23/2025 Note: Participant ID#: 932	2201	\$13.72	\$30,197.72
2 KnowBe4 Compliance Plus Subscription. (Must have current KMSAT Subscription to use product) KnowBe4 Inc. - Part#: CMP-N-F12-G Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 6/24/2024 – 6/23/2025 Note: Participant ID#: 932	2201	\$5.59	\$12,303.59
3 KnowBe4 PhishER Subscription KnowBe4 Inc. - Part#: PHISHER-N-F12-G Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 6/24/2024 – 6/23/2025 Note: Participant ID#: 932	2201	\$3.18	\$6,999.18
Total			\$49,500.49

Additional Comments

Knowbe4 has a no returns policy.

Please send vouchers to 290 Davidson Ave, Somerset NJ 08873

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract

Albany County Request for Contract Approval

Contract #	2024-1860
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	Sole Source
Department	A1230 - County ExecutiveA8020 - Economic Dev, Conservation and Planning
Date Submitted	Thursday, April 4, 2024
Contact Person	Sagan, Cameron
Contact Phone	1 (518) 447-5671
Vendor Info	United Way of the Greater Capital Region 1 Steuben Street, Albany, NY 12207
Estimated Amount	\$75,000.00
Estimated Term	1/1/2024 to 12/31/2025 (Approximately 23 months)
Scope of Services	United Way will support non-food bank partners that provide free meals in our community. That includes organizations that provide meals but don't get the food for the meals from the Food Bank, including many local nonprofits. United Way will specialize in providing culturally appropriate meals. In addition, United Way will plan to have a grant process that explores the innovative ways that will add additional meals to this system. A partnership will be pursued with the SEAT Center's culinary and hospitality training program in Downtown Albany. United Way will have the discretion to spend funds as needed to carry out the functions of this partnership.
Budget Line Item	AA8020 - - 44976
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF ECONOMIC DEVELOPMENT,
CONSERVATION & PLANNING
112 STATE STREET - SUITE 1310
ALBANY, NEW YORK 12207
(518) 447-5670 - FAX (518) 447-5662

KEVIN O'CONNOR
DIRECTOR OF ECONOMIC
DEVELOPMENT

April 4, 2024

Honorable Daniel P. McCoy
Albany County Executive
112 State St, 12th Floor
Albany, NY 12207

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State St, 7th Floor
Albany, NY 12207

Honorable Bruce Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle St, 1st Floor
Albany, NY 12207

Dear Contract Administration Board:

The Albany County Department of Economic Development, Conservation and Planning requests approval to contract with United Way of the Greater Capital Region in order to provide free meals to local residents in need through innovative strategies. They will fill the gaps for the nonprofit organizations that don't currently receive meals from the Food Bank of Northeastern New York, thereby working towards reducing food insecurity and hunger in Albany County.

Should you have any questions, please contact Cameron Sagan at (518) 447-7040.

Sincerely,

Albany County Dept. of Economic Development,
Conservation & Planning

United Way of the Greater Capital Region Food Insecurity Proposal:

With support of \$75,000 grant from Albany County will build on our efforts to support non-food bank partners that provide meals in our community. In addition, we plan to have a grant process that explores the innovative ways that will add additional meals to this system that will have the potential to increase capacity, and provide more assistance to the residence, who need it.

Our track record in this area is substantial, as we help provide crucial financial assistance to agencies providing emergency meals at the height of the Covid pandemic. Our award-winning summer meals collaborative has provided over 2 million meals to children since its inception a decade ago, helping Albany county children maintain access to nutritious meals during summer months when school is not in session.

During the pandemic, we used our vast network of resource partners to also provide culturally appropriate food to Albany county residences who needed them, and perhaps we are most excited about partnering with the seat center, who has launched a culinary training effort in downtown Albany, which will be provided would be preparing meals going to waste this partnership will not only prepare Individuals from Albany county for opportunities in the hospitality industry, but at the same time, put additional free meals into the system for residents who need them.

Who are non-food bank partners?

By this we mean organizations that provide meals but don't get the food for the meals from the Food Bank.

One example would be the Boys and Girls Club who through our support have provided tens of thousands of meals through United Ways summer meals collaborative. Another would be the Fiqh Institute in Watervliet who we worked with during Covid to provide culturally appropriate food and meals during the height of the pandemic.

What are the innovative ways to add additional meals?

One idea we want to pursue is a partnership with the SEAT centers culinary and hospitality training program in downtown Albany. Could we provide funding so that these young people enrolled in the training program start to provide ready to eat meals each day in a similar fashion as Feed Albany did at height of pandemic. Meals could be placed in Free Food Fridges throughout the County.

County of Albany
Department of General Services – Purchasing Division
Sole Source Justification

Procurement Policy, Section IV: Sole Source Procurements

A sole source procurement is justified when there is only one good or service that can reasonably meet the need and there is only one vendor who can provide the good or service.

Department: County Executive's Office/Economic Development

Contact Name: Cameron Sagan

Phone #: 518-447-7040

Requisition #: _____

Describe in detail the products and/or services to be procured:

United Way will support non-food bank partners that provide free meals in our community. That includes organizations that provide meals but don't get the food for the meals from the Food Bank, including many local nonprofits. United Way will specialize in providing culturally appropriate meals. In addition, United Way will plan to have a grant process that explores the innovative ways that will add additional meals to this system that will have the potential to increase capacity, and provide more assistance to the residents who need it. One example of this will be to pursue a partnership with the SEAT Center's culinary and hospitality training program in Downtown Albany. United Way will have the discretion to spend funds as needed to carry out the functions of this partnership.

Detail how this/ these produce(s) meet(s) your needs. Define the unique benefits to the County of the item as compared to other products in the marketplace. Show that no other product provides substantially equivalent or similar benefits and that, considering the benefits received, the cost of the item is reasonable in comparison to other products in the marketplace. (Attach a separate page if needed)

There is no other vendor/organization that can provide this type of service that both compliments the benefits provided by the Food Bank, while also filling a gap that exists in the community. Food insecurity and hunger among families in need is a widespread problem here in Albany County, which was only heightened and made worse by the lingering economic impacts of the COVID pandemic. United Way would provide meals to organizations who do not receive free meals from the Food Bank, including the Boys and Girls Clubs of the Capital Region.

Vendor Name: United Way of the Greater Capital Region

Vendor Address: 1 Steuben Street, Albany, NY 12207

Phone: (518) 456-2200

Fax: _____

Product Needed by date: April 1

Estimated Total Dollars for this procurement: \$75,000

County of Albany
Department of General Services – Purchasing Division
Sole Source Justification

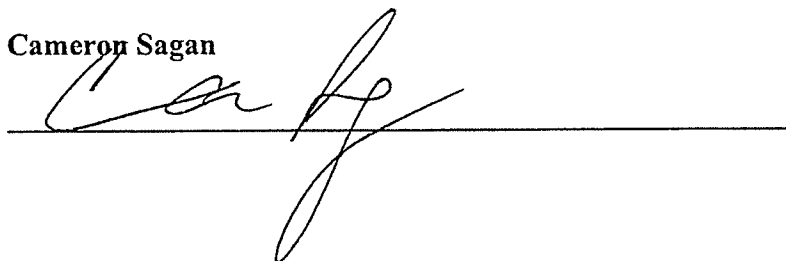
Attach a detailed explanation of Vendor Sole Source Status, i.e., what is the basis for your identifying this vendor as a sole source? Check any that apply.

- ☐ The vendor is the manufacturer of the product and has no distributors.
(Attach manufacturer's letter as documentation.)
- ☐ The vendor is the only reseller of the manufacturer's product in this geographic region.
(Attach manufacturer's letter as documentation.)
- ☐ Item to be purchased is a supply for equipment which is under warranty,
and use of any product other than specified will void the warranty.
(Attach copy of warranty with such requirement highlighted).
- ☐ Item is proprietary and is additional product or software which must work
with an existing system.
(Provide letter of documentation from system manufacturer.)
- ☐ Product has been standardized for use in Albany County through the
Albany County legislative process.
(Attach copy of Resolution.)
- ☒ Other
(Provide a statement on a separate page with detailed documentation.)

While the Food Bank is a sole source for the unique service it provides, this initiative from United Way actually fills a gap that exists currently that is not filled by the Food Bank, making itself a sole source. This organization will provide free meals to many nonprofits who desperately need it, that do not currently get them from the Food Bank. These nonprofits, like the Boys and Girls Club, serve lower income families from diverse backgrounds. Additionally, this innovative and forward-thinking program supports aspiring food service workers while simultaneously preparing fresh meals for those in need. There is no other program like this, at a time when far too many families continue to go hungry and struggle to make ends meet due to inflation, housing unaffordability and other economic hardships.

Department Head or Designee: Cameron Sagan

Signature:



A handwritten signature in black ink, appearing to read 'C. Sagan', is written over a horizontal line.



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: Cameron Sagan
County Executive Office

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: April 5, 2024

RE: United Way of the Greater Capital Region Sole Source Justification

I am in receipt of your sole source justification form for the United Way of the Greater Capital Region and procurement request of \$75,000 for support to non-food bank partners to provide meals within the community.

Purchasing has reviewed your justification documentation and approve United Way of the Greater Capital Region as a sole source.

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

Albany County Request for Contract Approval

Contract #	2024-1837
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1420 - Law
Date Submitted	Thursday, March 14, 2024
Contact Person	Condon, Eugenia
Contact Phone	1 (518) 447-7114
Vendor Info	Napierski, VanDenburgh, Napierski & O'Connor, LLP 296 Washington Avenue Ext., Ste. 3 , ALbany, NY 12203
Estimated Amount	\$99,999.00
Estimated Term	4/1/2024 to 4/1/2025 (Approximately 12 months)
Scope of Services	legal services for outside counsel to provide legal services to the County on an as needed basis in the areas of personal/bodily injury, property damage, civil rights, employment practices, environmental law claims, personnel and similar areas of law.
Budget Line Item	CS1931 - 2 - 44902
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

EUGENIA KOUTELIS CONDON
COUNTY ATTORNEY

YORDEN C. HUBAN
DEPUTY COUNTY ATTORNEY

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Joanne Cunningham
Chair, County Legislature

FROM: Eugenia Koutelis Condon
County Attorney

DATE: March 29, 2024

RE: Request for Contract Authorization
RFP for Legal Services
RFP #2024-020
Contract Period: One Year with options to renew
for four additional one year periods

Enclosed is a completed Request for Contract Authorization for award of legal services for outside counsel to provide legal services to the County on an as needed basis in the areas of personal/bodily injury, property damage, civil rights, employment practices, environmental law claims, personnel and similar areas of law.

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Proposals were received and request for contracts to be authorized are as follows:

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296 Washington Avenue Ext., Ste. 3
Albany, NY 12203

Partners:	\$165.00/hour
Associates:	\$130.00/hour
Law Clerks(unadmitted law grads)	\$100.00/hour
Paralegals	\$ 90.00/hour
Law Clerks (law students)	\$ 75.00/hour

Disbursements will be charged as incurred.

Schwab Gasparini

17 Elk Street
Albany, NY 12207

Partners:	\$225.00/hour
Of Counsel/Counsel	\$225.00/hour
Senior Associates	\$200.00/hour
Associates	\$200.00/hour
Paralegals/Law Clerks	\$125.00/hour

Disbursements will be charged as incurred.

Goldberg Segalla, LLP

8 Southwoods, Suite 300
Albany, NY 12211-2364

Partners:	\$225.00/hour
Associates:	\$200.00/hour
Paralegals:	\$110.00/hour

Disbursements will be charged as incurred.

The Reh fuss Law Firm

40 British American Blvd.
Latham, NY 12110

Partners:	\$275.00/hour
Associates:	\$215.00/hour
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445 Hamilton Ave.
White Plains, NY 10601

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Associates:	\$245.00/hour
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Law Clerks (law students)	\$190.00/hour
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Partner:	\$280.00/hour
Associate:	\$230.00/hour
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Counsel:	\$275.00/hour
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Associates:	\$250.00/hour
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99 Corporate Drive
Binghamton, NY 13904
PO Box 2039
Binghamton, NY 13902-2039

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Associates:	\$250.00-\$285.00/hour
Law Clerks:	\$250.00/hour
Special Counsel and of Counsel:	\$285.00 - \$365.00/hour
Paralegals:	\$190.00-\$220.00/hour

Disbursements will be charged as incurred.

Bond, Schoeneck & King

22 Corporate Woods Blvd., Suite 501
Albany, NY 12211-2503

Partners/Senior Counsel	\$400.00/hour
Associates	\$275.00/hour

Disbursements will be charged as incurred.

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

EKC:e

PROPOSAL FOR LEGAL SERVICES FOR
THE COUNTY OF ALBANY

RFP # 2024-20

NVNO

**Napierski, VanDenburgh,
Napieriski & O'Connor, LLP**

Napierski, VanDenburgh, Napieriski, O'Connor, L.L.P.
296 Washington Avenue Ext., Ste. 3
Albany, New York 12203
Phone: (518) 862-9292
Fax: (518) 862-1519

Contact Person Authorized to Bind the Proposer:
Shawn F. Brousseau, Esq.
sfb@nvnolaw.com

SECTION V:

COST PROPOSAL FORM:

PROPOSAL IDENTIFICATION:
TITLE LEGAL SERVICES
PROPOSAL NO: RFP# 2024-20

FOR ALL MATTERS

Hourly Rate (for court & out of court)

Partners	\$165/hour
Associates	\$130/hour
Law Clerks (unadmitted law graduates)	\$100/hour
Paralegals	\$90/hour
Law Clerks (Law students)	\$75/hour

Disbursements – This firm does not charge telephone or facsimile transmission costs. Whenever possible, electronic communication and documents are used to reduce copying and postage charges. Any significant disbursements are not undertaken without the express approval of the client.

Napierski, VanDenburgh, Napierski & O'Connor, L.L.P.
296 Washington Avenue Ext., Ste. 3
Albany, New York 12203
Phone: (518) 862-9292



Shawn F. Brousseau, Esq., Partner

2/26/24

Date:

Albany County Request for Contract Approval

Contract #	2024-1838
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1420 - Law
Date Submitted	Monday, April 1, 2024
Contact Person	Condon, Eugenia
Contact Phone	1 (518) 447-7114
Vendor Info	Schwab Gasparini 17 Elk Street , Albany, NY 12207
Estimated Amount	\$99,999.00
Estimated Term	4/1/2024 to 4/1/2025 (Approximately 12 months)
Scope of Services	legal services for outside counsel to provide legal services to the County on an as needed basis in the areas of personal/bodily injury, property damage, civil rights, employment practices, environmental law claims, personnel and similar areas of law
Budget Line Item	CS1931 - 2 - 44902
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

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MEMORANDUM

TO: Hon. Daniel P. McCoy
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Hon. Bruce Hidley
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Hon. Joanne Cunningham
Chair, County Legislature

FROM: Eugenia Koutelis Condon
County Attorney

DATE: March 29, 2024

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RFP #2024-020
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I will be presenting this request to the Board and will be available to answer any questions. Thank you for your consideration of this matter.

EKC:e



17 Elk Street
Albany, New York 12207
P: (518) 591-4664
F: (315) 671-5013
www.schwabgasparini.com

Louis U. Gasparini, Esq.
Partner
Direct Dial: (914) 458-3771
lgasparini@schwabgasparini.com

February 15, 2024

Via Federal Express

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

**Re: PROPOSAL TO PROVIDE LEGAL COUNSEL SERVICES TO THE
COUNTY OF ALBANY (RFP 024-020)**

Dear Ms. O'Neill:

Schwab & Gasparini, PLLC (hereinafter the "Firm") is pleased to submit the following proposal in response to the County's Request for Legal Services.

Our Firm concentrates on the defense of insurers (and their insured), as well as municipal clients in all aspects of civil general liability defense, employment/labor counseling and defense, as well as the defense of municipalities, private corporations and individuals in Federal Civil Rights actions. Over the years, our firm has grown to specialize in the representation of municipal clients. We have represented The City of New York, several counties, towns and other municipalities throughout the State and serve as panel counsel for the Connecticut Department of Transportation and CT Transit.

In terms of my practice, I have received Martindale-Hubbell's highest peer review rating for ethical and legal ability, known as "**AV Preeminent**" **4.9 out of 5.0** (less than 3% of lawyers are awarded this rating). I was also selected, without application, by "**Super Lawyers**" to the "New York Metro Rising Stars" list. This award is only handed down to less than 2.5% of the attorneys practicing in the New York. I was named by the National Law Journal (ALM) as a "**Top Rated Lawyer in Insurance Law**" and "**Top Rated Lawyer in Labor and Employment Law**".

I also have strong connections to the Albany area. Not only did I attend and graduate from Albany Law School, I likewise resided and practiced for several years in Albany. Our firm does maintain an active office on State Street in Albany, and I have personally tried cases throughout the counties of the Capital District and the U.S. District Court in the Northern District of New York. I have taken verdicts in both Warren and Saratoga Counties.

www.schwabgasparini.com

ALBANY | SYRACUSE | WHITE PLAINS | HUDSON VALLEY

V. COST PROPOSAL

Schwab Gasparini, PLLC submits the following hourly fee structure for our legal services:

Partners	\$225.00
Of Counsel/Counsel	\$225.00
Senior Associates	\$200.00
Associates	\$200.00
Paralegals/Law Clerks	\$125.00

Our Firm will generally invoice on each claim separately and on a quarterly basis. Our statements include actual costs for fees of governmental agencies and disbursements and/or charges for third parties. Our standard practice is to have certain charges for outside retained services such as process service, court and deposition reporting and transcription services, expert witnesses, and investigation services invoiced directly to the Client. When these services are paid by the Firm, we will itemize them on our invoice. We do not mark up outside vendor charges, and invoice to the client what charges we have paid only.

We do not charge clients for the cost of telephone calls, general photocopying, fax, etc. We will invoice for outside copying costs, color photographs, trial exhibits, etc., at the rate we have been charged by the outside vendor.

It is our goal to provide you with the highest level of legal representation at a reasonable cost, and to furnish both ideal responsiveness and accessibility that the Albany County cannot receive elsewhere.

We will make available to the Albany County any non-confidential information which is required for further consideration. This can include review of our litigation files, review of prior work product, claims reports and evaluations, and otherwise. Of course, we will make ourselves available to the Albany County for further discussions and an interview if required.

Albany County Request for Contract Approval

Contract #	2024-1839
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1420 - Law
Date Submitted	Monday, April 1, 2024
Contact Person	Condon, Eugenia
Contact Phone	1 (518) 447-7114
Vendor Info	Goldberg Segalla, LLP 8 Southwoods, Suite 300 , Albany, NY 12211
Estimated Amount	\$99,999.00
Estimated Term	4/1/2024 to 4/1/2025 (Approximately 12 months)
Scope of Services	legal services for outside counsel to provide legal services to the County on an as needed basis in the areas of personal/bodily injury, property damage, civil rights, employment practices, environmental law claims, personnel and similar areas of law
Budget Line Item	CS1931 - 2 - 44902
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature



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MEMORANDUM

TO: Hon. Daniel P. McCoy
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Hon. Bruce Hidley
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Hon. Joanne Cunningham
Chair, County Legislature

FROM: Eugenia Koutelis Condon
County Attorney

DATE: March 29, 2024

RE: Request for Contract Authorization
RFP for Legal Services
RFP #2024-020
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I will be presenting this request to the Board and will be available to answer any questions. Thank you for your consideration of this matter.

EKC:e



**GOLDBERG
SEGALLA**

RFP#2024-020 Legal Services
Provided to County of Albany, NY

FEBRUARY 16, 2024

Submitted by:

Jonathan M. Bernstein, Partner
Goldberg Segalla, LLP
8 Southwoods Boulevard, Suite 300
Albany, New York 12211-2364
Phone: 518.935.4240
Email: jbernstein@goldbergsegalla.com

CALIFORNIA | CONNECTICUT | FLORIDA | ILLINOIS | MARYLAND | MISSOURI
NEW JERSEY | NEW YORK | NORTH CAROLINA | PENNSYLVANIA | GOLDBERGSEGALLA.COM

COST PROPOSAL

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Legal Services

RFP Number: 2024-020

COMPANY: Goldberg Segalla, LLP
ADDRESS: 8 Southwoods, Suite 300
CITY, STATE, ZIP: Albany, New York 12211-2364
TEL. NO.: 518.935.4240
FAX NO.: 518.463.5420
FEDERAL TAX ID NO.: 16-1603155
REPRESENTATIVE: Jonathan M. Bernstein
E-MAIL: jbernstein@goldbergsegalla.com

SIGNATURE AND TITLE



Partner

DATE

2/16/24

GOLDBERGSEGALLA

SECTION V

COST PROPOSAL

Separately billed:

Travel, expert fees, deposition and trial transcripts, copying costs, use of outside vendors, court filing fees/subpoena fees.

Goldberg Segalla proposes to offer services to the County of Albany at the hourly rates below:

	In Court	Out of Court
Partners	\$225	\$225
Associates	\$200	\$200
Paralegals	\$110	\$110

Albany County Request for Contract Approval

Contract #	2024-1840
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A1420 - Law
Date Submitted	Monday, April 1, 2024
Contact Person	Condon, Eugenia
Contact Phone	1 (518) 447-7114
Vendor Info	The Reh fuss Law Firm 40 British American Blvd. Latham, NY 12110, Latham , ny 12110
Estimated Amount	\$99,999.00
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Date

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Paralegals	\$ 90.00/hour
Law Clerks (law students)	\$ 75.00/hour

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Senior Associates	\$200.00/hour
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Partner:	\$280.00/hour
Associate:	\$230.00/hour
Paralegal:	\$110.00/hour

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Associates:	\$250.00/hour
Paralegals:	\$150.00/hour
Law Clerks:	\$150.00/hour

Disbursements will be charged as incurred.

Coughlin & Gerhart, LLP

99 Corporate Drive
Binghamton, NY 13904
PO Box 2039
Binghamton, NY 13902-2039

Partners:	\$360.00/hour
Associates:	\$250.00-\$285.00/hour
Law Clerks:	\$250.00/hour
Special Counsel and of Counsel:	\$285.00 - \$365.00/hour
Paralegals:	\$190.00-\$220.00/hour

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Bond, Schoeneck & King

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Partners/Senior Counsel	\$400.00/hour
Associates	\$275.00/hour

Disbursements will be charged as incurred.

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

EKC:e

PROPOSAL
FROM



THE
REHFUSS LAW
FIRM PC

For the Provision of General Legal Services to the
County of Albany

Proposal Number 2024-020

**Roemer Wallens
Gold & Mineaux LLP**
Counsellors at Law

Response to County of Albany
Request for Proposal
RFP #: 2024-020
Legal Services

Closing Date:
March 1, 2024 at 4:30 p.m.

Proposer Name: Roemer Wallens Gold & Mineaux LLP
13 Columbia Circle
Albany, New York 12203

Contact Person: Earl T. Redding, Esq.
Cell Phone: (518) 312-2458
Direct Dial: (518) 464-9589
Fax: (518) 464-1010
Email: eredding@rwgnlaw.com

SECTION V

PROPOSED RETAINER AGREEMENT

Made and entered into this ____ day of March, 2024, by and between the **COUNTY OF ALBANY**, with its offices located at 112 State Street, Albany, New York 12207, hereinafter referred to as the "**COUNTY**," and **ROEMER WALLENS GOLD & MINEAUX, LLP**, Legal Services Attorneys and Consultants, with its principal place of business located at 13 Columbia Circle, Albany, New York 12203, hereinafter referred to as "**ROEMER WALLENS GOLD & MINEAUX**."

1. The **COUNTY** hereby retains and employs **ROEMER WALLENS GOLD & MINEAUX LLP** legal services to provide to the **COUNTY** the following professional services for the period of time hereinafter designated.

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 - iii) Fair Labor Standards Act
 - iv) Public Officers Law
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 - vii) Workers' Compensation Law
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Albany County Request for Contract Approval

Contract #	2024-1841
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1420 - Law
Date Submitted	Monday, April 1, 2024
Contact Person	Condon, Eugenia
Contact Phone	1 (518) 447-7114
Vendor Info	Roemer, Wallens, Gold & Mineaux 13 Columbia Circle, Albany, NY 12203
Estimated Amount	\$99,999.00
Estimated Term	4/1/2024 to 4/1/2025 (Approximately 12 months)
Scope of Services	legal services for outside counsel to provide legal services to the County on an as needed basis in the areas of personal/bodily injury, property damage, civil rights, employment practices, environmental law claims, personnel and similar areas of law
Budget Line Item	CS1931 - 2 - 44902
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

EUGENIA KOUTELIS CONDON
COUNTY ATTORNEY

YORDEN C. HUBAN
DEPUTY COUNTY ATTORNEY

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Joanne Cunningham
Chair, County Legislature

FROM: Eugenia Koutelis Condon
County Attorney

DATE: March 29, 2024

RE: Request for Contract Authorization
RFP for Legal Services
RFP #2024-020
Contract Period: One Year with options to renew
for four additional one year periods

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**Roemer Wallens
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Counsellors at Law

Response to County of Albany
Request for Proposal
RFP #: 2024-020
Legal Services

Closing Date:
March 1, 2024 at 4:30 p.m.

Proposer Name: Roemer Wallens Gold & Mineaux LLP
13 Columbia Circle
Albany, New York 12203

Contact Person: Earl T. Redding, Esq.
Cell Phone: (518) 312-2458
Direct Dial: (518) 464-9589
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**Roemer Wallens
Gold & Mineaux LLP**
Counsellors at Law

Response to County of Albany
Request for Proposal
RFP #: 2024-020
Legal Services

Closing Date:
March 1, 2024 at 4:30 p.m.

Proposer Name: Roemer Wallens Gold & Mineaux LLP
13 Columbia Circle
Albany, New York 12203

Contact Person: Earl T. Redding, Esq.
Cell Phone: (518) 312-2458
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Albany County Request for Contract Approval

Contract #	2024-1842
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1420 - Law
Date Submitted	Monday, April 1, 2024
Contact Person	Condon, Eugenia
Contact Phone	1 (518) 447-7114
Vendor Info	Monaco, Cooper, Lamme & Carr 1881 Western Ave Suite 200 , Albany, NY 12203
Estimated Amount	\$99,999.00
Estimated Term	4/1/2024 to 4/1/2025 (Approximately 12 months)
Scope of Services	legal services for outside counsel to provide legal services to the County on an as needed basis in the areas of personal/bodily injury, property damage, civil rights, employment practices, environmental law claims, personnel and similar areas of law
Budget Line Item	CS1931 - 2 - 44902
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

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OFFICE OF THE COUNTY ATTORNEY
COUNTY OFFICE BUILDING
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ALBANY, NEW YORK 12207-2021
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WWW.ALBANYCOUNTY.COM

EUGENIA KOUTELIS CONDON
COUNTY ATTORNEY

YORDEN C. HUBAN
DEPUTY COUNTY ATTORNEY

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Joanne Cunningham
Chair, County Legislature

FROM: Eugenia Koutelis Condon
County Attorney

DATE: March 29, 2024

RE: Request for Contract Authorization
RFP for Legal Services
RFP #2024-020
Contract Period: One Year with options to renew
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Monaco, Cooper, Lamme & Carr

1881 Western Avenue, Suite 200
Albany, New York 12203

Partners:	\$300.00/hour
Senior Counsel:	\$300.00/hour
Counsel:	\$275.00/hour
Senior Associates:	\$275.00/hour
Associates:	\$250.00/hour
Paralegals:	\$150.00/hour
Law Clerks:	\$150.00/hour

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Coughlin & Gerhart, LLP

99 Corporate Drive
Binghamton, NY 13904
PO Box 2039
Binghamton, NY 13902-2039

Partners:	\$360.00/hour
Associates:	\$250.00-\$285.00/hour
Law Clerks:	\$250.00/hour
Special Counsel and of Counsel:	\$285.00 - \$365.00/hour
Paralegals:	\$190.00-\$220.00/hour

Disbursements will be charged as incurred.

Bond, Schoeneck & King

22 Corporate Woods Blvd., Suite 501
Albany, NY 12211-2503

Partners/Senior Counsel	\$400.00/hour
Associates	\$275.00/hour

Disbursements will be charged as incurred.

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

EKC:e



SECTION I
Title Page

February 26, 2024

Albany County
Department of Law
Request for Proposals – Legal Services
RFP 2024-020

Proposal of:

Monaco Cooper Lamme & Carr, PLLC
1881 Western Ave., Suite 200
Albany, NY 12207
(518) 885-3535

Contacts:

Adam H. Cooper
Partner
(518) 675-7742

Norah M. Murphy
Senior Counsel
(518) 675-7747

MCLC hourly rate for both "In Court" and "Out of Court", billed in 0.10 increments:

- Partners: \$300.00
- Senior Counsel: \$300.00
- Counsel: \$275.00
- Senior Associates: \$275.00
- Associates: \$250.00
- Paralegals: \$150.00
- Law Clerks \$150.00

Expenses and Disbursements:

MCLC will not charge the County of Albany for routine disbursements such as regular postage, in-house photocopies, telephone and fax charges, or local mileage. We request that we be reimbursed for all reasonable expenses incurred on your behalf for the following.

- Large volume copies by outside vendors
- Court reporters and interpreters
- Expert witnesses
- Filing and Court fees
- Hotel, lodging, meals (only when necessary)
- Investigators
- Mediator and Arbitrator fees
- Record retrieval expenses
- Mileage outside of the local area (at federal rate), tolls, parking
- Excess weight postage and postage services such as FedEx
- Process servers
- Publication fees
- Subpoena and Witness fees
- Other third-party vendor fees approved by the County

Albany County Request for Contract Approval

Contract #	2024-1843
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1420 - Law
Date Submitted	Monday, April 1, 2024
Contact Person	Condon, Eugenia
Contact Phone	1 (518) 447-7114
Vendor Info	Coughlin & Gerhart, LLP 99 Corporate Drive PO Box 2039, Binghamton, NY 13904
Estimated Amount	\$99,999.00
Estimated Term	4/1/2024 to 4/1/2025 (Approximately 12 months)
Scope of Services	legal services for outside counsel to provide legal services to the County on an as needed basis in the areas of personal/bodily injury, property damage, civil rights, employment practices, environmental law claims, personnel and similar areas of law
Budget Line Item	CS1931 - 2 - 44902
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

EUGENIA KOUTELIS CONDON
COUNTY ATTORNEY

YORDEN C. HUBAN
DEPUTY COUNTY ATTORNEY

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Joanne Cunningham
Chair, County Legislature

FROM: Eugenia Koutelis Condon
County Attorney

DATE: March 29, 2024

RE: Request for Contract Authorization
RFP for Legal Services
RFP #2024-020
Contract Period: One Year with options to renew
for four additional one year periods

Enclosed is a completed Request for Contract Authorization for award of legal services for outside counsel to provide legal services to the County on an as needed basis in the areas of personal/bodily injury, property damage, civil rights, employment practices, environmental law claims, personnel and similar areas of law.

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Paralegals	\$ 90.00/hour
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Disbursements will be charged as incurred.

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17 Elk Street
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Of Counsel/Counsel	\$225.00/hour
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Special Counsel and of Counsel:	\$285.00 - \$365.00/hour
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Partners/Senior Counsel	\$400.00/hour
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I will be presenting this request to the Board and will be available to answer any questions. Thank you for your consideration of this matter.

EKC:e

**RFP Name: County of Albany – Request for Proposals:
Department of Law: Legal Services
RFP#2024-020**

**Coughlin & Gerhart, LLP
99 Corporate Drive
Binghamton, New York 13904
P.O. Box 2039
Binghamton, New York 13902-2039
607-723-9511
Contact: Angelo D. Catalano, Esq.**

SECTION IV. PLAN IMPLEMENTATION

C&G has the right experience, skill sets and temperament to serve as labor negotiator; serving as spokesperson for a municipality on labor matters and representing clients before impasse proceedings such as PERB mediation and interest arbitration; collaboratively developing a labor negotiation strategy along with our clients; developing drafting, analyzing and costing out municipal and union proposals; meeting with and briefing municipal leadership on bargaining developments and the merits of a proposal or tentative agreement; and drafting, reviewing and revising memoranda and contract language.

C&G is ready to meet the labor and employment needs of the County.

SECTION V. COST PROPOSAL

C&G proposes to undertake the work on the following straight-hourly rate basis and to bill monthly for services rendered. Hourly rates may be adjusted on a yearly basis with advance notice.

Attorney Classification: Hourly Rates for All Legal Services:

Partners \$360.00
Associates \$250-\$285
Law Clerks \$250.00
Special Counsel and of Counsel \$285-\$365
Paralegals \$190-\$220

Reimbursable Costs: FedEx, certified mail, photocopies, filing fees, expert fees and other 3rd party professional fees.

SECTION VI. MANDATORY DOCUMENTATION

See attached documents.

Albany County Request for Contract Approval

Contract #	2024-1844
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1420 - Law
Date Submitted	Monday, April 1, 2024
Contact Person	Condon, Eugenia
Contact Phone	1 (518) 447-7114
Vendor Info	Bond ,Schoeneck & King,PPLC 22 Corporate woods blvd suite 501, Albany, NY 12211
Estimated Amount	\$99,999.00
Estimated Term	4/1/2024 to 4/1/2025 (Approximately 12 months)
Scope of Services	legal services for outside counsel to provide legal services to the County on an as needed basis in the areas of personal/bodily injury, property damage, civil rights, employment practices, environmental law claims, personnel and similar areas of law.
Budget Line Item	CS1931 - 2 - 44902
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

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EUGENIA KOUTELIS CONDON
COUNTY ATTORNEY

YORDEN C. HUBAN
DEPUTY COUNTY ATTORNEY

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Joanne Cunningham
Chair, County Legislature

FROM: Eugenia Koutelis Condon
County Attorney

DATE: March 29, 2024

RE: Request for Contract Authorization
RFP for Legal Services
RFP #2024-020
Contract Period: One Year with options to renew
for four additional one year periods

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EKC:e



Albany County

Proposal for LEGAL SERVICES

Matthew A. Young, Esq.
Bond, Schoeneck & King PLLC
22 Corporate Woods Boulevard, Suite 501
Albany, New York 12211-2503
(518) 533-3201 | myoung@bsk.com

Deadline: March 1, 2024



BOND SCHOENECK
& KING ATTORNEYS

5. COST AND PRICING INFORMATION

Bond is well aware of the fiscal challenges facing public entities and the need for them to be able to budget and contain costs. As such, we propose a blended hourly rate of **\$400** for all members (partners) and senior counsel, and **\$275** for all associates, which are discounts off our standard rates.

We expect the named attorneys to perform the majority of any work required. However, we would have other attorneys assist, as appropriate, for particular projects. We pursue a one-firm approach and take pride in staffing our projects efficiently as possible. Please note as well that we typically adjust our rates every year.

FEES AND EXPENSES

We generally bill clients on a monthly basis, based on the time (in 10th-of-an-hour increments) our attorneys devote to a client's matters. Each bill also provides narrative detail for the work performed.

Our bills would also include any out-of-pocket expenses (postage, messenger services, mileage, etc.) advanced by us on your account or which are due to be paid on your account. In-house charges would be billed at our standard charge rate (detailed below). Expenses incurred to third parties would either be forwarded to you for payment or, if paid by our firm, billed at the rate charged by those third parties.

STANDARD DISBURSEMENT CHARGES

Postal Service	at Cost
Courier Service	at Cost
Messenger Service (In-House)	\$0.67 per Mile
Messenger Service (Outside Messengers)	at Cost
Computerized Research	at Cost

6. MANDATORY DOCUMENTATION

Please see **Exhibit B** for our Non-Collusive Bidding Certificate, Acknowledgement by Proposer, Vendor Responsibility Questionnaire and Iranian Energy Divestment Certification.

Albany County Request for Contract Approval

Contract #	2024-1845
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1420 - Law
Date Submitted	Monday, April 1, 2024
Contact Person	Condon, Eugenia
Contact Phone	1 (518) 447-7114
Vendor Info	Keane & Beane, PC 445 Hamilton Ave. White Plains, NY 10601, White Plains , NY 10601
Estimated Amount	\$99,999.00
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Budget Line Item	CS1931 - 2 - 44902
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
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Bruce A. Hidley
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MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
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Hon. Joanne Cunningham
Chair, County Legislature

FROM: Eugenia Koutelis Condon
County Attorney

DATE: March 29, 2024

RE: Request for Contract Authorization
RFP for Legal Services
RFP #2024-020
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EKC:e

KEANE & BEANE P.C.
ATTORNEYS AT LAW

- Main Office
445 Hamilton Avenue
White Plains, NY 10601
Phone 914.946.4777
Fax 914.946.6868
- Mid-Hudson Office
200 Westage Business Center
Fishkill, NY 12524
Phone 845.896.0120
- New York City Office
60 East 42nd Street
New York, NY 10165
Phone 646.794.5747

February 29, 2024

VIA BIDNETDIRECT

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

LANCE H. KLEIN
Principal Member
lklein@kblaw.com

Re: County of Albany Legal Services RFP Response
(RFP#2024-20)

Dear Ms. O'Neill:

Thank you for the opportunity to submit a proposal to provide legal services to the County of Albany. We appreciate the County's consideration of our firm and wish to assure you of our strong desire to serve the County.

As general municipal and labor counsel to multiple municipalities, we have a clear understanding of the scope of the work that is expected as specified in the RFP. As our detailed proposal sets forth, Keane & Beane, P.C. is a limited general practice firm that specializes in Municipal Law, Labor Law, and several other disciplines.

We would welcome the opportunity to meet with the Legislature or other County officials at their convenience, should they so request. We encourage you and the Legislature to visit our web site at www.kblaw.com where you will find a description of our firm and our activities within the community, practice areas and the biographies of our attorneys.

Sincerely,



Lance H. Klein

LHK/
Enclosure

SECTION V:

Cost Proposal

- 6.2 For hourly rate proposals, the following information must be included in the Cost Proposal:**

	<u>Hourly Rate</u>	
	<u>FOR COURT</u>	<u>OUT OF COURT</u>
Partners	\$275	\$275
Senior Associates	\$245	\$245
Junior Associates	\$245	\$245
Law Clerks (Unadmitted Law Graduates)	\$210	\$210
Law Clerks (Law Students)	\$190	\$190
Paralegals	\$190	\$190

- 6.3 Detail those disbursements which will be separately billed. Any disbursements not separately billed should be noted.**

We do not charge for Westlaw or other electronic legal research, faxes or routine telephone or copy expenses. However, separately billed disbursements include overnight delivery costs, filing fees, extensive copying charges and transcripts when necessary and experts and consultants when retained with advance approval from the County.

A completed Cost Proposal Form is attached hereto as Exhibit "F".