

Albany County Request for Contract Approval

Contract #	2024-2258
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	A3110 - Sheriff
Date Submitted	Wednesday, August 28, 2024
Contact Person	Harris, Tina
Contact Phone	+1 5184875435
Vendor Info	John W. Danforth Company 5 Liebich Lane, Clifton Park, NY 12065
Estimated Amount	\$49,999.00
Estimated Term	1/1/2025 to 12/31/2027
Scope of Services	HVAC preventative maintenance and emergency services for Sheriff's 911 Tower, Patrol Station & Rensselaerville Station.
Budget Line Item	AA3110 - 44070 -
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 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: August 28, 2024
To: Contract Administration Board (CAB)
From: Michael S. Monteleone, Executive Undersheriff
Subject: RFB-2024-066 HVAC Preventative Maintenance & Emergency Service

Briefly, this request is to enter into an Agreement between Albany County Sheriff's Office and John W. Danforth Company to perform preventative maintenance and any emergency services for the Sheriff's 911 Tower, Patrol and Rensselaerville Station that may incur for our heating, ventilation and air conditioning system. This Agreement is for a Three (3) Year term. Facility staff reviewed the bid tabulation and John W. Danforth Company was the lowest vendor to submit a bid.

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: August 28, 2024
To: Pamela O'Neill, Purchasing Agent
From: Michael S. Monteleone, Executive Undersheriff
Subject: HVAC Preventive Maintenance – RFB # 2024-066

We have reviewed the bid tabulation for the above referenced services and have no objection with the selection of vendors listed below as all were the lowest vendor to submit a bid.

Sheriff's E911 Center Olive Street – Eckert Mechanical - \$3,485.00/per year (3years)

NTE 19,999

Sheriff's EMS & Ambulance: ESCO – \$1,640.00/per year (3 Years)

NTE 19,999

Sheriff's All 911 Tower: JW Danforth - \$4,273.00/per year (3 Years)

Sheriff's Patrol Station: JW Danforth - \$2,328.00/per year (3 Years)

Sheriff Rensselaerville Station: JW Danforth - \$1,179.00/per year (3 Years)

NTE 49,9999



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
Sheriff's Department

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: August 28, 2024

RE: RFB #2024-066, HVAC Preventative Maintenance and Emergency Service,
All 911 Towers, Patrol Station, Rensselaerville Station

I am in receipt of your recommendation to award the aforementioned to JW Danforth in the amount of \$49,999.00.

As JW Danforth is the lowest responsible and responsive bidder, I concur with your recommendation.

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

RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
	Location						
1	Office Building HVAC	\$ 19,865.00	\$ 19,875.00	NO BID	NO BID	\$ 28,050.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00			\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00			\$ 233.00	
2	Office Building Boilers	\$ 4,397.00	\$ 5,420.00	NO BID	\$ 4,064.00	\$ 16,750.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	
3	Office Building Chillers	NO BID	\$ 16,850.00	NO BID	NO BID	\$ 13,569.00	NO BID
	Standard Rate		\$ 106.00			\$ 204.00	
	OT Rate		\$ 145.00			\$ 239.00	
4	Office Building 5th Floor	\$ 3,972.00	\$ 4,575.00	NO BID	\$ 3,240.00	\$ 7,250.00	\$ 4,300.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	\$ 194.00
5	Mercantile Building HVAC	\$ 9,550.00	\$ 9,875.00	\$ 14,100.00	\$ 11,640.00	NO BID	\$ 8,900.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
6	Mercantile Building Boilers	\$ 1,480.00	\$ 3,400.00	NO BID	\$ 2,253.00	NO BID	\$ 4,300.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00

RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
7	Health/Mental Health Complex 175 Green St.	\$ 4,436.00	\$ 4,850.00	\$ 4,100.00	\$ 5,773.00	NO BID	\$ 5,400.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
8	Mental Health/ Board of Elections 224, 250, 260 S. Pearl St.	\$ 2,700.00	\$ 4,545.00	\$ 4,200.00	\$ 3,800.00	NO BID	\$ 7,200.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
9	Cooperative Extension HVAC	\$ 2,132.00	\$ 1,950.00	\$ 1,800.00	\$ 3,333.00	NO BID	\$ 3,000.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
10	Social Services HVAC	\$ 16,810.00	\$ 12,510.00	\$ 13,800.00	\$ 25,553.00	NO BID	\$ 16,200.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
11	Social Services Boilers	\$ 2,370.00	\$ 2,600.00	NO BID	\$ 2,368.00	NO BID	\$ 3,100.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
12	Judicial Building HVAC	\$ 9,130.00	\$ 8,900.00	NO BID	\$ 13,720.00	\$ 42,880.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	

RFB-2024-066 HVAC Preventative Maintenance and Emergency Service

Bid Tabulation

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
13	Judicial Building Chillers	NO BID	\$ 23,375.00	NO BID	NO BID	\$ 23,241.00	NO BID
	Standard Rate		\$ 106.00		\$ 143.75	\$ 204.00	
	OT Rate		\$ 145.00		\$ 180.50	\$ 239.00	
14	Court House HVAC	\$ 20,110.00	\$ 20,485.00	NO BID	\$ 24,467.00	NO BID	NO BID
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		
15	Famiy Court HVAC	\$ 5,474.00	\$ 5,420.00	NO BID	\$ 8,733.00	NO BID	\$ 8,000.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
16	Family Court Boilers	\$ 2,895.00	\$ 3,200.00	NO BID	\$ 2,933.00	NO BID	\$ 4,000.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
17	Hall of Records HVAC	\$ 2,183.00	\$ 2,350.00	\$ 2,300.00	\$ 6,067.00	NO BID	\$ 6,000.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
18	Shaker Place HVAC	\$ 16,310.00	\$ 15,280.00	NO BID	NO BID	NO BID	NO BID
	Standard Rate	\$ 103.00	\$ 106.00				
	OT Rate	\$ 145.00	\$ 145.00				
19	Hockey Facility HVAC	\$ 3,610.00	\$ 3,485.00	NO BID	\$ 2,957.00	NO BID	\$ 7,900.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00

RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
20	Hockey Facility Dehumidification	NO BID	\$ 3,850.00	NO BID	\$ 2,453.00	NO BID	NO BID
	Standard Rate		\$ 106.00		\$ 143.75		
	OT Rate		\$ 145.00		\$ 180.50		
21	Hockey Facility Chillers	NO BID	\$ 12,575.00	NO BID	NO BID	NO BID	NO BID
	Standard Rate		\$ 106.00		\$ 143.75		
	OT Rate		\$ 145.00		\$ 180.50		
22	Correctional Facility HVAC	NO BID	\$ 6,580.00	NO BID	NO BID	\$ 8,320.00	NO BID
	Standard Rate		\$ 106.00			\$ 204.00	
	OT Rate		\$ 145.00			\$ 239.00	
23	Sheriff's E911 449 New Salem Road Emergency Center HVAC	NO BID	\$ 2,285.00	\$ 1,120.00	\$ 2,520.00	NO BID	\$ 1,300.00
	Standard Rate		\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate		\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
24	Sheriff's E911 Center 26 Olive Street HVAC	\$ 3,770.00	\$ 3,485.00	NO BID	\$ 3,832.00	NO BID	\$ 6,700.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
25	Sheriff's All 911 Tower Locations HVAC	\$ 5,700.00	\$ 4,285.00	NO BID	\$ 4,273.00	NO BID	\$ 4,300.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00

RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
26	Sheriff's EMS & Ambulance HVAC	\$ 1,840.00	\$ 2,275.00	\$ 1,640.00	\$ 1,887.00	NO BID	\$ 2,200.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
27	Sheriff 's Patrol Station Clarksville HVAC	\$ 3,960.00	\$ 3,285.00	NO BID	\$ 2,328.00	NO BID	\$ 10,600.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
28	Sheriff Rensselaerville Station HVAC	\$ 1,690.00	\$ 1,725.00	NO BID	\$ 1,179.00	NO BID	\$ 2,700.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
29	Public Works Main Shop & Engineering HVAC	\$ 4,332.00	\$ 1,250.00	NO BID	\$ 1,081.00	NO BID	\$ 5,700.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
30	Public Works All Subdivisions HVAC	\$ 3,600.00	\$ 2,875.00	NO BID	\$ 4,087.00	NO BID	\$ 4,400.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
31	Water Purification North Plant HVAC	\$ 624.00	\$ 1,875.00	\$ 660.00	\$ 790.00	NO BID	\$ 1,400.00

RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
 Bid Tabulation

Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
32 Water Purification South Plant HVAC	\$ 917.00	\$ 1,950.00	\$ 325.00	\$ 757.00	NO BID	\$ 1,875.00
Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
Repair Material Markup Over Contractors Cost %	20.00%	21.00%	25.00%	20.00%	30.00%	20.00%

Albany County Request for Contract Approval

Contract #	2024-2350
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	A3110 - Sheriff
Date Submitted	Thursday, September 26, 2024
Contact Person	Wood, Dennis
Contact Phone	+1 5184875435
Vendor Info	ALTAMONT RESCUE SQUAD 767 ROUTE 146, ALTAMONT , NY 12009
Estimated Amount	\$55,000.00
Estimated Term	10/1/2024 to 10/1/2029
Scope of Services	Purchase a used ambulance for the Albany County Sheriff's Emergency Mangement Services
Budget Line Item	AA3110 - 22400 - 10000
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 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: October 16, 2024
To: Contract Administration Board (CAB)
From: Craig D. Apple Sr., Sheriff
Subject: RFB 2024-124

Briefly, this request is enter into an agreement between Albany County Sheriff's Office and Altamont Rescue Squad to purchase a 2019 Ford E450 Chassis for the Sheriff's EMS unit. This vendor was the sole bidder.



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: Dennis Wood, Commander
Sheriff's Office

FROM: Pamela O Neill *P. O'Neill*
Purchasing Agent

DATE: October 2, 2024

RE: RFB#2024-124 Purchase of Used Ambulance

I am in receipt of your recommendation to award the aforementioned to Altamont Rescue Squad in the amount of \$55,000.00.

As Altamont Rescue Squad 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: Dennis Wood, Commander
RE: RFB #2024-124 Used Ambulance
DATE: October 2, 2024

We have solicited and reviewed the bid tabulation for the above referenced bid and have no objection with the selection of Altamont Rescue Squad the sole vendor to submit a bid.

BID FORM

BID IDENTIFICATION:

Title: Purchase of Used Ambulance

Bid Number: 2024-124

Item Description	Qty	Price
Purchased of used ambulance As per scope of service (2019 Ford E450 Chassis with 2009 Road Rescue Ultramedic modular body)	1	\$ <u>55,000.00</u>

2019 Ford E450 Chassis with 2009 Road Rescue ultra medic
modular body

Year make and model of Ambulance being bid

COMPANY:

Altamont Rescue Squad

ADDRESS:

767 Route 146

CITY, STATE, ZIP:

Altamont NY 12009

TEL. NO.:

518-605-5430

FAX NO.:

FEDERAL TAX ID NO.:

14-6036777

REPRESENTATIVE:

Warren Quinn

E-MAIL:

Altamont.Rescue@gmail.com

SIGNATURE AND TITLE

Warren Quinn CEO

DATE

9/13/24

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

Wm J. Dineen
Signature

CEO
Title

PLTOMONT Rescue Squad, INC
Company Name

9/13/24
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 13TH day of SEPTEMBER, 2004, before me personally appeared WARREN J. QUINN to me known, who, being by me sworn, did say that he resides at (give address) 185 QUAY RD, DELAND, FL 32053; that he is the (give title) CHIEF OF OPERATIONS of the (name of corporation) ALBANY RESCUE SQUAD 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.

THOMAS M. REMMERT
Notary Public, State of New York
Qualified in Albany Co., No. 01RE6145792
Commission Expires May 15, 2026

Thomas M. Remmert

Notary Public, State of NEW YORK

Qualified in ALBANY COUNTY

Commission Expires 5/15/2026

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Altamont Rescue Squad, Inc		3. IDENTIFICATION NUMBERS a) FEIN # 14-6036777 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 767 Route 146 Altamont, N.Y. 12009		7. TELEPHONE NUMBER 518-605-5430	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 Warren Quinn Title Chief of Operations Telephone Number 518-605-5430 Fax Number e-mail Altamont.Rescue@gmail.com			
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 individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	☐ Yes ☒ No
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 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.

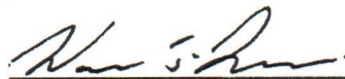
¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, 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.

FEIN # 14-6036777

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

5/13/24
Date

ALTAMAR T. Acena, Esq., LLC
Company Name

COUNTY OF ALBANY

REQUEST FOR BIDS ALBANY COUNTY SHERIFF'S OFFICE



RFB #2024-124

PURCHASE OF USED AMBULANCE

**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: Purchase of Used Ambulance RFB NUMBER: 2024-124

Receipt Confirmation Form

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

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

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

Company Name: Altamont Rescue Squad, Inc.

Address: 767 Route 146

City: Altamont State: NY Zip Code: 12009

Contact Person: Warren Quinn

Title: Chief of Operations

Phone Number: 518-605-5430 Fax Number: _____ E-Mail: altamont.rescue@gmail.com

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

☐ Yes / ☐ No

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

Fax Number: _____ E-Mail: ✓

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

NON-BIDDER RESPONSE

RFB #2024-124

Purchase of Used Ambulance

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

**NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2024-124**

Sealed Bids for Purchase of Used Ambulance as requested by Albany County Sheriff's Office will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, September 26, 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 **September 12, 2024**

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
September 12, 2024

PUBLISH ONE DAY – (September 12, 2024) -- THE EVANGELIST
PUBLISH ONE DAY – (September 12, 2024) -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

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

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

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **Purchase of Used Ambulance**
- 1.2 Requesting Department: **Albany County Sheriff's Office**
- 1.3 Bid Number: **2024-124**

SECTION 2: PURPOSE

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

SECTION 3: BIDDING DOCUMENTS

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

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00am Thursday September 26, 2024**, at the following address:

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

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

SECTION 5: TERM OF BID

- 5.1 This is a one time purchase.

SECTION 6: BID SECURITY

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

SECTION 7: QUALIFICATION OF BIDDER

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

SECTION 8: Section not in use

SECTION 9: DISQUALIFICATION

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

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

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

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

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

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

SECTION 10: Section not in use

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

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

SECTION 12: BID FORM

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

SECTION 13: EQUIVALENT GOODS

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

SECTION 14: SPECIFICATION CLARIFICATION

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

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

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

SECTION 15: BID EVALUATION

- 15.1 Bids shall remain valid until:

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

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

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

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

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

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

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

SECTION 17: AWARD OF BID

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

SECTION 18: PERFORMANCE BOND

- 18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

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

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

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

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

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

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

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

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

SECTION 23: CASH DISCOUNT

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

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

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

SECTION 25: MACBRIDE PRINCIPLES

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

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

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

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

SECTION 26: Section not in use

SECTION 27: Section not in use

SECTION 28: Section not in use

SECTION 29: ANTI DISCRIMINATION CLAUSE

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

SECTION 30: Section not in use

SECTION 31: INTERPRETATION

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

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

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

organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”

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

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

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

SECTION 34: Section not in use

SECTION 35: Section not in use

Purchase of Ambulance
Albany County Sheriff's Office
RFB-2024-124

Detailed minimum specifications

2019 Osage remounted Type 3 Ambulance, includes;

2019 Ford E450 Chassis Chassis 7.3 liter gas engine 158 inch wheel base
76598 miles

2009 Road Rescue Ultramedic 170 inch modular body

Shall include the following equipment;

- 1 – Stryker Lucas 2 Chest Compression System
- 1 – Stryker Lucas 3 Chest Compression System
- 1 – Stryker Stair-Pro Stair chair Model 6252
- 1 – Stryker Power-Pro XT 6500 Ambulance Cot

Delivery shall be 2-3 weeks A.R.O

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Purchased of Used Ambulance
Bid Number: 2024-124

THIS BID IS SUBMITTED TO:

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

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

Date	Number
------	--------

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

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

BF1

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
7. Communication concerning this Bid shall be addressed to:
- Chief Warren Quinn
- Altamont Rescue Squad
- 767 Route 146 Altamont, N.Y. 12009
- Phone: 518-605-5430 Fax: _____
- E-mail: Altamont.Rescue@Gmail.com
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

Albany County Request for Contract Approval

Contract #	2024-2259
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	A3150 - Correctional Facility
Date Submitted	Wednesday, August 28, 2024
Contact Person	Harris, Tina
Contact Phone	+1 5184875435
Vendor Info	Eckert Mechanical LLC 1062 Central Avenue , Albany, NY 12205
Estimated Amount	\$49,999.00
Estimated Term	1/1/2025 to 12/31/2027
Scope of Services	HVAC Preventative Maintenance and Emergency Services for the Correctional Facility.
Budget Line Item	AA3150 - 44070 -
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



MICHAEL S. MONTELEONE
UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

Albany County Correctional Facility
840 Albany Shaker Road, Albany, New York 12211
(518) 869-2600 FAX (518) 869-3923

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: August 28, 2024

To: Contract Administration Board (CAB)

From: Michael J. Lyons, Superintendent

Subject: RFB-2024-066 HVAC Preventative Maintenance & Emergency Service

Briefly, this request is to enter into an Agreement between Albany County Correctional Facility and Eckert Mechanical LLC. to perform preventative maintenance and any emergency services the facility may incur for our heating, ventilation and air conditioning system. This Agreement is for a Three (3) Year term. Facility staff reviewed the bid tabulation and Eckert Mechanical was the lowest vendor to submit a bid.



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

Albany County Correctional Facility
840 Albany Shaker Road, Albany, New York 12211
(518) 869-2600 FAX (518) 869-3923

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: August 27, 2024
To: Pamela O'Neill, Purchasing Agent
From: Michael J. Lyons, Superintendent
Subject: HVAC Preventive Maintenance – RFB # 2024-066

Facility staff has solicited and reviewed the bid tabulation for the above referenced services and have no objection with the selection of Eckert Mechanical, the low vendor to submit a bid.

\$6,580.00/per year (3 years)

NTE 49,999.00

RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
	Location						
1	Office Building HVAC	\$ 19,865.00	\$ 19,875.00	NO BID	NO BID	\$ 28,050.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00			\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00			\$ 233.00	
2	Office Building Boilers	\$ 4,397.00	\$ 5,420.00	NO BID	\$ 4,064.00	\$ 16,750.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	
3	Office Building Chillers	NO BID	\$ 16,850.00	NO BID	NO BID	\$ 13,569.00	NO BID
	Standard Rate		\$ 106.00			\$ 204.00	
	OT Rate		\$ 145.00			\$ 239.00	
4	Office Building 5th Floor	\$ 3,972.00	\$ 4,575.00	NO BID	\$ 3,240.00	\$ 7,250.00	\$ 4,300.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	\$ 194.00
5	Mercantile Building HVAC	\$ 9,550.00	\$ 9,875.00	\$ 14,100.00	\$ 11,640.00	NO BID	\$ 8,900.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
6	Mercantile Building Boilers	\$ 1,480.00	\$ 3,400.00	NO BID	\$ 2,253.00	NO BID	\$ 4,300.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00

RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
7	Health/Mental Health Complex 175 Green St.	\$ 4,436.00	\$ 4,850.00	\$ 4,100.00	\$ 5,773.00	NO BID	\$ 5,400.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
8	Mental Health/ Board of Elections 224, 250, 260 S. Pearl St.	\$ 2,700.00	\$ 4,545.00	\$ 4,200.00	\$ 3,800.00	NO BID	\$ 7,200.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
9	Cooperative Extension HVAC	\$ 2,132.00	\$ 1,950.00	\$ 1,800.00	\$ 3,333.00	NO BID	\$ 3,000.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
10	Social Services HVAC	\$ 16,810.00	\$ 12,510.00	\$ 13,800.00	\$ 25,553.00	NO BID	\$ 16,200.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
11	Social Services Boilers	\$ 2,370.00	\$ 2,600.00	NO BID	\$ 2,368.00	NO BID	\$ 3,100.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
12	Judicial Building HVAC	\$ 9,130.00	\$ 8,900.00	NO BID	\$ 13,720.00	\$ 42,880.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	

RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
13	Judicial Building Chillers	NO BID	\$ 23,375.00	NO BID	NO BID	\$ 23,241.00	NO BID
	Standard Rate		\$ 106.00		\$ 143.75	\$ 204.00	
	OT Rate		\$ 145.00		\$ 180.50	\$ 239.00	
14	Court House HVAC	\$ 20,110.00	\$ 20,485.00	NO BID	\$ 24,467.00	NO BID	NO BID
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		
15	Famiy Court HVAC	\$ 5,474.00	\$ 5,420.00	NO BID	\$ 8,733.00	NO BID	\$ 8,000.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
16	Family Court Boilers	\$ 2,895.00	\$ 3,200.00	NO BID	\$ 2,933.00	NO BID	\$ 4,000.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
17	Hall of Records HVAC	\$ 2,183.00	\$ 2,350.00	\$ 2,300.00	\$ 6,067.00	NO BID	\$ 6,000.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
18	Shaker Place HVAC	\$ 16,310.00	\$ 15,280.00	NO BID	NO BID	NO BID	NO BID
	Standard Rate	\$ 103.00	\$ 106.00				
	OT Rate	\$ 145.00	\$ 145.00				
19	Hockey Facility HVAC	\$ 3,610.00	\$ 3,485.00	NO BID	\$ 2,957.00	NO BID	\$ 7,900.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00

RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
20	Hockey Facility Dehumidification	NO BID	\$ 3,850.00	NO BID	\$ 2,453.00	NO BID	NO BID
	Standard Rate		\$ 106.00		\$ 143.75		
	OT Rate		\$ 145.00		\$ 180.50		
21	Hockey Facility Chillers	NO BID	\$ 12,575.00	NO BID	NO BID	NO BID	NO BID
	Standard Rate		\$ 106.00		\$ 143.75		
	OT Rate		\$ 145.00		\$ 180.50		
22	Correctional Facility HVAC	NO BID	\$ 6,580.00	NO BID	NO BID	\$ 8,320.00	NO BID
	Standard Rate		\$ 106.00			\$ 204.00	
	OT Rate		\$ 145.00			\$ 239.00	
23	Sheriff's E911 449 New Salem Road Emergency Center HVAC	NO BID	\$ 2,285.00	\$ 1,120.00	\$ 2,520.00	NO BID	\$ 1,300.00
	Standard Rate		\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate		\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
24	Sheriff's E911 Center 26 Olive Street HVAC	\$ 3,770.00	\$ 3,485.00	NO BID	\$ 3,832.00	NO BID	\$ 6,700.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
25	Sheriff's All 911 Tower Locations HVAC	\$ 5,700.00	\$ 4,285.00	NO BID	\$ 4,273.00	NO BID	\$ 4,300.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00

RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
26	Sheriff's EMS & Ambulance HVAC	\$ 1,840.00	\$ 2,275.00	\$ 1,640.00	\$ 1,887.00	NO BID	\$ 2,200.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
27	Sheriff 's Patrol Station Clarksville HVAC	\$ 3,960.00	\$ 3,285.00	NO BID	\$ 2,328.00	NO BID	\$ 10,600.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
28	Sheriff Rensselaerville Station HVAC	\$ 1,690.00	\$ 1,725.00	NO BID	\$ 1,179.00	NO BID	\$ 2,700.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
29	Public Works Main Shop & Engineering HVAC	\$ 4,332.00	\$ 1,250.00	NO BID	\$ 1,081.00	NO BID	\$ 5,700.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
30	Public Works All Subdivisions HVAC	\$ 3,600.00	\$ 2,875.00	NO BID	\$ 4,087.00	NO BID	\$ 4,400.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
31	Water Purification North Plant HVAC	\$ 624.00	\$ 1,875.00	\$ 660.00	\$ 790.00	NO BID	\$ 1,400.00

RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
 Bid Tabulation

Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
32 Water Purification South Plant HVAC	\$ 917.00	\$ 1,950.00	\$ 325.00	\$ 757.00	NO BID	\$ 1,875.00
Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
Repair Material Markup Over Contractors Cost %	20.00%	21.00%	25.00%	20.00%	30.00%	20.00%

Albany County Request for Contract Approval

Contract #	2024-2390
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFP
Department	D5010 - Public Works
Date Submitted	Wednesday, October 9, 2024
Contact Person	Butterfield, Kevin
Contact Phone	+1 5184475675
Vendor Info	Clark Murals 8534 Mariaville Rd., Pattersonville, NY 12137
Estimated Amount	\$28,000.00
Estimated Term	11/1/2024 to 11/1/2025
Scope of Services	Clark Murals will design and install a mural along a section of the Helderberg-Hudson Rail Trail under the bridge that crosses over New Scotland Road in Slingerlands. This project aims to enhance the aesthetic appeal of the area surrounding the Rail Trail and to showcase local art.
Budget Line Item	CAPIT - -
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

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.albanycountyny.gov

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

Honorable Daniel P. McCoy
Albany County Executive
112 Sate 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 Public Works requests approval to contract with Clark Murals in order to design and install a mural along a section of the Helderberg-Hudson Rail Trail. This project aims to enhance the aesthetic appeal of the area surrounding the Rail Trail and to showcase local art.

Should you have any questions, please contact Kevin Butterfield at (518) 447-5675.

Sincerely,

Albany County Department of Public Works

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

DEPARTMENT OF PUBLIC WORKS



RFP# 2024-097

RAIL TRAIL ART INSTALLATION

**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: Rail Trail Art Installation

RFP NUMBER: 2024-097

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 # 2024-097

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 32024-097**

Sealed Proposals for **Rail Trail Art Installation** as requested by Albany County Department of Public Works will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, August 30, 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 August 1, 2024

A PRE-PROPOSAL CONFERENCE WILL BE HELD ON *August 6th, 2024 at 12:00PM at the Rail Trail Bridge located adjacent to 699 Kenwood Ave, Slingerlands, NY 12159.* This will be the only scheduled conference. Proposers interested in submitting Proposals are strongly urged to attend.

.

Pamela O Neill
Purchasing Agent

Dated: **July 26, 2024**
Albany, New York

PUBLISH ONE DAY – AUGUST 1, 2024-- THE EVANGELIST
PUBLISH ONE DAY – AUGUST 1, 2024 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
Helderberg-Hudson Rail Trail Art Installation
Mohawk Hudson Land Conservancy- ART on the Rail Trail
RFP #2024-097

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 ***Helderberg-Hudson Rail Trail Art Installation*** as requested by the Albany County Department of Public Works, in partnership with the ***Mohawk Hudson Land Conservancy Art on the Rail Trail (ART) Committee***.
- 1.2 ***The Albany County Department of Public Works is looking for qualified artists or artist teams to design and install a mural along a section of the Helderberg-Hudson Rail Trail under the bridge that crosses over New Scotland Road in Slingerlands. An add alternate option includes the painting of the bridge structure itself.***
- 1.3 ***This project aims to enhance the aesthetic appeal of the area surrounding the Rail Trail and to showcase local art. Eligible applicants must have proven experience in mural painting or large scale public art projects. The art can be any style, but should focus on the themes of history and nature that allow it to blend in with the surrounding community.***

1.4 . A PRE-PROPOSAL CONFERENCE WILL BE HELD ON August 6th, 2024 at 2:00PM at the Rail Trail Bridge located adjacent to 699 Kenwood Ave, Slingerlands, NY 12159. This will be the only scheduled conference. Proposers interested in submitting Proposals are strongly urged to attend.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies, 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 August 30th, 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 **the Albany County Executive's Office, the Albany County Department of Public Works and the Mohawk Hudson Land Conservancy.**
- 2.9 **Final determination and selection of the winning proposal will be made solely by Albany County.**
- 3.0 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 yourself or your firm.
- 3.2 Identify your 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 experience with **producing murals or large scale public art projects**.
- 3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.
- 3.6 Provide any additional information that would distinguish yourself or 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 *Design/install and submit a conceptual plan for a mural on the underside abutment on the north side of the Rail Trail bridge that runs over the intersection of New Scotland Road. This space is 336’ 10” long, and ranging from 5’2” to 14’3” high. All areas will be prepped and cleaned by the County prior to any installation. The art can be any style but should focus on the themes of history and/or nature. In addition to the conceptual plan the prospective proposers shall include with their proposal a timeline and a list of the types of products that will be used to install the mural.*
- 4.2 **ADD ALTERNATE#1 – Mural Extension Onto the Bridge- The following task is subject to funding approval by Albany County of Albany**

Design and submit a conceptual plan for installation and painting the bridge structure itself in such a way to compliment or pair with the mural. The bridge is treated with galvanization which may make it resistant to some paints.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be *one year starting on the date of receipt of funds*.

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.

6.2 Provide an itemized budget for labor, supplies, and equipment.

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 Executive's Office, the Albany County Department of Public Works and the Mohawk Hudson Land Conservancy***. Proposals shall be evaluated based upon the following:

CRITERIA	WEIGHT
Section II Qualification	<u>30%</u>
Section III References	<u>10%</u>
Section IV Design/Plan Implementation	<u>40%</u>
Section V Cost Proposal	<u>20%</u>

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

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

SECTION 9: Section not in use

SECTION 10: ALTERNATIVES

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

SECTION 11: INDEMNIFICATION

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

SECTION 12: SPECIFICATION CLARIFICATION

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

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.

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

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

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

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

- (d) **Professional Liability Insurance:** A policy or policies with limits not less than \$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: Section not in use

SECTION 21: ANTIDISCRIMINATION CLAUSE

- 21.1 In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to

bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment

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

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

SECTION 23: INTERPRETATION

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

SECTION 24: NON APPROPRIATIONS CLAUSE

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

expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

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

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

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

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

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the

Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

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

SECTION 26: Section not in use

SECTION 27: Section not in use

SECTION 28: Section not in use

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Helderberg-Hudson Rail Trail Art Installation
RFP Number: 2024-097

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")
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: Helderberg-Hudson Rail Trail Art Installation
RFP Number: 2024-097

Submit a cost proposal as described in Section 4 Scope of Services.

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

**ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

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

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 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? 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. b) file returns or pay New York State unemployment insurance? Indicate the years the vendor failed to file/pay the insurance and the current status of the liability. c) Property Tax Indicate the years the vendor failed to file.	☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES I WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☐ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☐ No

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

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

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

SECTION I:

Request for Proposal

RFP #2024-097

Helderberg-Hudson Rail Trail Art Installation

Kevin Clark

8534 Mariaville Rd., Pattersonville, NY 12137

(518) 366-6875

Contact: Kevin Clark

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SECTION II: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

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

Professional Profile

Dedicated and self-motivated artist with 30 years of experience as an illustrator, decorative painter, and muralist, operating independently under Clark Murals. Known for delivering outstanding work that consistently exceeds client expectations, I bring a high level of craftsmanship and attention to detail to every project. My expertise spans a wide range of techniques, including murals, decorative painting, marbling, gilding, wood graining, staining, fine art, illustration, and trompe l'oeil. In addition to my artistic work, I have substantial experience teaching art to both children and adults, fostering creativity and skill development in diverse audiences.

3.2 Identify your 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.

Solo Artist

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).

Kevin Clark

8534 Mariaville Rd., Pattersonville, NY 12137

(518) 366-6875

3.4 Detail your experience with **producing murals or large-scale public art projects.**

Over Thirty years' experience in producing large scale murals in upstate New York, New York City, Long Island and Florida. Regional work includes Troy Water Wheel, River Street Market (painted side of 6 story building), Troy Music Hall mural, Brown's Brewery and numerous interior murals for colleges, restaurants and private homes.

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

Over 30 years successful experience, well known and respected in the area and amongst fellow artists. Often hired by other mural companies and artists in Florida and NYC/Long Island area. Successful working relationships with a broad range of clients and municipalities and my murals have withstood the test of time.

Kevin Clark
(518) 366-6875
khdclark@yahoo.com
Instagram: @clarkmurals

Dedicated and self-motivated artist with 30 years of experience as an illustrator, decorative painter, and muralist, operating independently under Clark Murals. Known for delivering outstanding work that consistently exceeds client expectations, I bring a high level of craftsmanship and attention to detail to every project. My expertise spans a wide range of techniques, including murals, decorative painting, marbling, gilding, wood graining, staining, fine art, illustration, and trompe l'oeil. In addition to my artistic work, I have substantial experience teaching art to both children and adults, fostering creativity and skill development in diverse audiences.

Education :

BFA Syracuse University, 1990. VPA program, illustration.

Experience:

Residential interiors include but not limited to homes in Upstate NY., Vermont, Long Island, N.Y.C., Boston, Cape Cod, and Las Vegas. Commercial projects include sporting arenas, hospitals, schools, shopping centers, breweries, restaurants, and town municipalities

Partial list of commercial clients :

City of Troy, N.Y., Town of Amityville, N.Y.
R.P.I., Siena College, C.B.A., Guilderland Elementary School, Schenectady High School
Pepsi Arena, Latham Circle Mall, Crossgates Mall, VIA Rotterdam
Browns Brewery, Bighouse Brewery, Madison Brewing Company, Amity Ales
Albany River Rats, Albany Firebirds, Albany Attack
Schenectady International
Moose Creek Ltd.
Troy Music Hall

Ellis Hospital
Albany Aids Council
River Street Market
The Explorers Club , N.Y.C.
'Daryl's House', performance venue, Pawling, N.Y.

References available upon request.

SECTION III:

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

Garry Brown (518) 365-4846

417 River St. Troy, NY. 12180

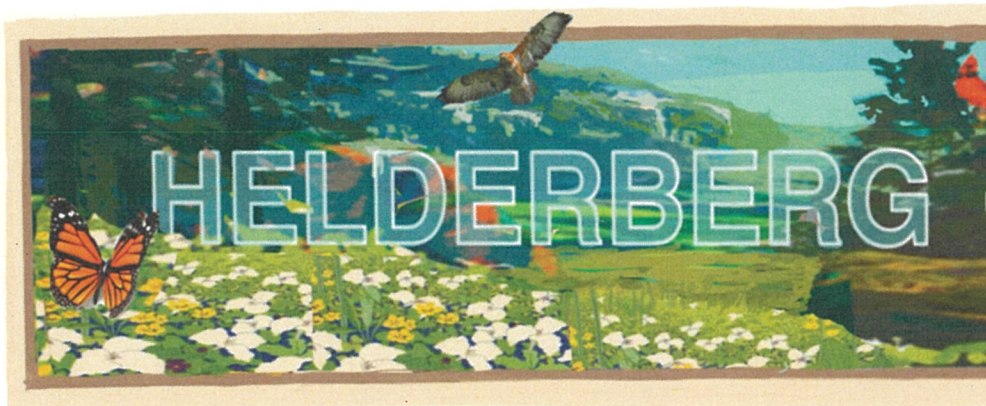
Pip Muscerello (631) 219-2494

680 Jericho Turnpike, Huntington Station, NY. 11746

SECTION IV:

The project will draw inspiration from the golden age of travel posters, particularly the classic train posters that showcase expansive landscapes. My vision is to adapt this vintage style and imagery to promote the rail trail area. The design will feature a sweeping panorama, with Thacher Park on the left and the Albany skyline on the right. In the foreground, we'll display native plants, flowers, and trees, complemented by eye-catching illustrations of the birds, butterflies, insects, and other wildlife that make the area unique. Prominently superimposed will be text serving as an identification marker for those seeking a great spot to join the rail trail.

The wall surface will be prepped with a suitable primer and then coated with high-quality exterior paint. Application will be done using brushes and rollers, and a small ladder may be needed for the higher sections. The project is anticipated to take 30 to 60 days to complete, depending on weather conditions.







SECTION V:

Cost for project is \$28,000

Paint is expected to be estimated \$4,000

Rollers, brushes, containers, rags and other miscellaneous items related to mixing and applying paint estimated at \$1,000

Labor is \$23,000

Alternative #1

Cost of bridge painting.

Spray paint is expected to be \$3,000

Labor is \$22,000

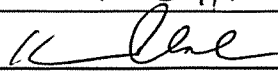
COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Helderberg-Hudson Rail Trail Art Installation
RFP Number: 2024-097

Submit a cost proposal as described in Section 4 Scope of Services.

COMPANY: CLARK MURALS
ADDRESS: 8534 MARIANVILLE RD
CITY, STATE, ZIP: PATTERSONVILLE NY 12137
TEL. NO.: 518 366 6875
FAX NO.: _____
FEDERAL TAX ID NO.: 109-68-3250
REPRESENTATIVE: _____
E-MAIL: KHDCLARK@YAHOO.COM
SIGNATURE AND TITLE 
DATE 8/21/24

CP3

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TITLE PAGE

Helderberg-Hudson Rail Trail Mural:

Proposal 1: Standard Mural Scope

RFP Number: 2024-097

Proposer Name: Jade Warrick and Quill Harrison

Address: 264 6th Ave Troy NY

Telephone Number: 832-928-2855

Contact Person: Jade Warrick



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SECTION II

Relevant Experience

Both muralist have extensive expertise in managing public art installations, working with community organizations, and creating impactful art that resonates with those who view it.

Jade Warrick

Jade Warrick, known as TrashKiD, merges art and social advocacy in New York's Capital Region. Originally from Los Angeles, she creates impactful murals and public art exploring community life, sparking conversations on development, healing, and rights. Founder of Amplified Voices, Warrick provides a platform for communities in underserved areas to express themselves through art and wellness programs. Her past role as Curator of Public Art in Troy, NY, alongside her current work with PBS's 'A House for Arts!', underscores her commitment to integrating art into communities. With extensive experience in arts education and programming, her work strives to profoundly impact individuals and communities. As a fervent arts advocate, she champions public and private investment, viewing the arts as essential for economic growth and community vitality. She advocates for funding, inclusive planning, and artist support to enhance quality of life.

JADE WARRICK

VISUAL ARTIST, MURALIST, AND ADVOCATE FOR COMMUNITY EMPOWERMENT THROUGH ART

Jade Warrick, aka as TrashKiD Art, is a visionary muralist and visual artist with a profound dedication to transforming urban landscapes into vibrant canvases that reflect and engage communities. With over a decade of experience, Jade’s murals are more than art; they are a dialogue with the community, advocating for social change, self advocacy, environmental justice, and inclusivity.

Her expertise extends to leading workshops, curating arts programs, and spearheading public art projects that foster community cohesion and empower underrepresented voices.

CONTACT INFO.

**PHONE**
(832) 928-2855

**EMAIL**
JadeWarrickTKArt@gmail.com

**ADDRESS**
Troy & Albany, NY

EDUCATION

- 2012 - 2016
BS in Marketing
University of Houston
- 2018
Principles of Designing for Humans
MichiganX
- 2019
MicroMasters® Program in Design Thinking
RITx
- 2021
Entering, Building, and Exiting Community
Urban Bush Women
- 2022
Cultural Blueprint for Healthy Communities
NOCD NY
- 2022
Catalysts for Change Leadership Program
The Community Foundation for the Greater Capital Region

CORE COMPETENCIES

- Mural Creation:** Expertise in conceptualizing and executing large-scale murals, adept in various styles from realistic to abstract, and thematic works focusing on social justice, environmental awareness, and community stories.
- Technical Skills:** Proficient in using boom lifts and scaffolding, ensuring safety and precision in executing murals on large or challenging surfaces.
- Artistic Techniques:** Mastery in aerosol spray painting, brushwork, stenciling, and digital design. Skilled in integrating color theory, composition, and perspective to produce visually compelling and impactful murals.
- Community Engagement:** Exceptional at leading workshops and programs that leverage art as a medium for social advocacy, mental health, and community empowerment.

CREATIVE EXPERIENCE

2024
Now

Workshop Facilitator
CREATE Community Studios | Troy, NY

- Conduct weekly community-based workshops aimed at fostering creativity and wellness among participants.
- Develop workshop content that resonates with diverse community members, promoting arts as a tool for community engagement.

2022
Now

TV HOST FOR A HOUSE FOR ARTS!
PBS WMHT | Troy, NY

- Discover and connect with creatives throughout the NY region to showcase their work and stories on a leading public media platform.
- Conduct in-depth pre-interviews and studio interviews, creating compelling narratives for television broadcast.
- Craft and read wraps on the teleprompter, ensuring smooth transitions and engaging content for the audience.

2020
Now

Project Specialist,
Collectiveeffort | Troy, NY

- Collaborate on community-building projects, focusing on enhancing organizational support and fostering meaningful community engagements.
- Leads marketing initiatives that leverage arts and culture to strengthen community ties and promote inclusivity.

PUBLICATIONS

Contributed to Upstate's Creative Spark: How the Arts Is Catalyzing Economic Vitality Across Upstate New York

Contributed and Designed Black Brilliance: Navigating Well-Being with Purpose," Rutgers University.

ACHIEVEMENTS

Received the Consistent Excellence Annual Award from NYS CSEA Partnership in 2020 & 2021.

Emmy nominee for the "Bridging the Divide" Mural Initiative, highlighting commitment to community engagement and arts advocacy.

MEDIA

Please see my portfolio for all media inks.

2020
Now

Director of Programming and Community Impact

The Creative Good | Albany, NY

- Founded the art & wellness mural program Amplified Voices,
- Secures grant for youth art programming expansion.
- Leads strategic partnership development and program planning, ensuring alignment with community needs and objectives. community ties and promote inclusivity.

2022
2023

Director and Curator of Placemaking and Public Projects (Grant Based Role)

The Art Center | Troy, NY

- Led the "N. Central Troy Creates" program, enhancing community connection through art and raising \$124k in funding.
- Managed several artists and placemaking projects, such as The Fish Market Project.
- Managed public art and temporary project sites, developing activation concepts and fostering relationships with diverse stakeholders.

LARGE PUBLIC ART PROJECTS

(Please view more details on public / mural projects in my portfolio)

2023

TANGAN

Silverlake, CA

- In a dynamic collaboration with SoulSustainable and fellow muralists, we crafted a mural honoring Tangán, Ecuador's indigenous lands.

2022

Gems of Troy

Troy, NY

- Transformed 32 bridge piers under the Hoosick Street Bridge into a vibrant public art gallery, merging urban landscape with community stories.

2020

Escape to Nature Where Peace Awaits

Albany, NY, 2020

- A large-scale mural depicting the themes of inner peace and ancestral connection.

PANELS & PUBLICATIONS

Contributions emphasize the intersection of art, community engagement, and education, underscoring the transformative power of arts in community advocacy and inclusion.

- **Panels:** ALA Conference 2022; YPN PechaKucha Night 2023; NYSATA Conference 2023 (Keynote Speaker); Creatives Rebuild New York x Center for an Urban Future 2024.
- **Publications:** Contributed insights on the economic vitality spurred by the arts in Upstate New York and co-authored works on navigating well-being with purpose, underscoring the pivotal role of art in societal wellness and identity.

Quill Harrison

Quill Harrison is a multi-passionate artist based in Upstate New York. Their artwork ranges from illustrations to murals. Within it, they show their experience as a black and queer artist as well as anxiety, existentialism, communication, and the ways humans connect with one another. They've had their artwork exhibited at the Arts Center of the Capital Region, Saratoga Arts, Albany Center Gallery, Opalka Gallery, and more. Currently, Quill is working as a freelance illustrator, a muralist, and exploring their studio practice. Also bird watching!

Quill Harrison

Education

2021

BFA, Art and Extended Media
Russell Sage College – Albany, NY

Murals

2023

Elusive Dreamer 10.5'x22', 2023, Troy Art Block Mural Fest, Troy, NY
Living garden 30'x6', Spirituality Center - Russell Sage College, 2023, Troy, NY
Sweet song 7'x14'', Emack & Bolio's Ice Cream, 2023, Albany, NY
Latham Ridge Elementary Mural, 6'x52' 2023, Latham, NY

2022

Troy Area United Ministries Mural 7'x40', 2022, Troy, NY
Waiting To Be Heard Painted Piano, 2022, Organ Colossal's
Street Piano Project, Troy, NY

2021

Observant As Ever 4'x8.5', 2021, Russell Sage College – Art +
Design building, Albany, NY

2019

Held Together 8'x8', 2019, NY Ignite Volunteer Festival, Albany
Capital Center, Albany, NY
Dear No One 7'x22', 2019, Russell Sage College – Art + Design building,
Albany, NY

Exhibitions

2023

Sticky Fingers – Paint Cohoes – Cohoes, NY group/invitational

2022

When One Door Closes – Hamilton Hill Arts Center - Schenectady, NY group/invitational

2021

Pieced Together – Albany public Library – Pine Hills branch - Albany, NY
group/regional/invitational
518 Artist Residency Exhibition – North Main Gallery - Salem, NY group/regional/artist
residency

More than a Sketchbook – Arts Center of The Capital Region - Troy, NY
group/regional/juried

BFA Art + Design Exhibition – Opalka Gallery - Albany, NY group/juried

120 Intercollegiate Regional Exhibition – Arts Center of The Capital Region - Troy, NY
group/regional/juried

2020

Silently loud – Smallbany Gallery - Albany, NY solo/gallery

120 Intercollegiate Regional Exhibition – Saratoga Arts – Saratoga Springs, NY
group/regional/juried

The Little Gallery Show - The little Gallery - Albany, NY group/regional/juried
2019

Members' Show – Albany Center Gallery - Albany, NY group/regional

Collective remix – 225 New Scotland Ave - Albany, NY group/invitational/pop-up
Exhibition

The Little Gallery Show - The little Gallery - Albany, NY group/regional/juried

Teaching Experience

2022

Summer Camp – 4 week art youth program - Arts Center of The Capitol Region, Troy, NY

2021

Amplified Voices – youth mural program – Honest Weight Food Co-op, Albany, NY

2020

Amplified Voices – youth mural program – Albany, NY

Residencies

2021

Salem Art Works 518 Artist Residency - Salem, NY

Publications

2022

New 10 ABC – “Troy Street Pianos spark musical sense of community”

Times Union – “Albany Center Gallery murals conveying hope, go up at Albany Med”

2021

Times Union – “Mural adding a splash of color under Collar City Bridge”

Vernacular 52 - Art & Design Literary Publication

The Rev Magazine - Art & Design Literary Publication 2020

Times Union – “Albany Center Gallery murals conveying hope, go up at Albany Med”

Vernacular 51 - Art & Design Literary Publication

Awards/Honors

2023

Honoree of the “FEAST – Dinner for a Cause” fundraising event hosted by TAUM 2021

2021

Scire Scholar honor: Awarded to a student who demonstrates high levels of academic achievement and scholarship in their program.

2019

Usher Fine Arts Award: For an outstanding fine arts student. - Sage College of Albany, NY
Dean’s List, 4 semesters - Sage College of Albany, NY

Jade Warrick Work Examples

[View Jades Full Mural Portfolio Found Here \(weblink\).](#)



Project Overview:

Title: Gems of Troy | **Location:** Troy, NY | **Date:** October 2022 | **Size:** 32 Highway Pillars

Collaboration: In partnership with The Arts Center of the Capital Region

Artwork Concept:

This public art project weaves a visual narrative beneath the Hoosick Street Bridge. Spanning a 500-foot underpass, transforming 32 bridge piers into a vibrant gallery that merges art with the urban landscape. Each mural segment captures unique community stories, symbolizing the unification of diverse neighborhoods and the bridging of socio-economic divides. This is than a series of murals; it's an evolving platform for interaction and connection, inviting residents to engage and resonate with the artwork. This project highlights the transformative power of art in public spaces, showcasing its role in fostering communal identity and urban renewal.

Learn more about this Project!

[Emmy Nominated Documentary](#)

[Watch Jade Warrick's PBS interview](#)

[Read More About the Mural](#)

[Q&A with Uniting Line Artist Jade Warrick](#)

Jade Warrick Work Examples Continued...



Project Overview:

Location: Albany, NY | **Date:** June, 2024

Collaboration: In partnership with Brighter Choice for Boys Charter School

Artwork Concept:

This mural at BCCS showcases the voices of over 200 students, transforming their ideas into a vibrant visual narrative. Each student's input was gathered through surveys, and the mural's composition was created through a student-led democratic process. Emphasizing collaboration, the mural encapsulates diverse experiences, rich symbolism, and vivid imagery that reflect the school's values and culture. This project highlights the power of student-artist partnership, fostering a sense of ownership and pride within the school community.

Jade Warrick Work Examples Continued...



Project Overview:

Location: Silverlake, CA | **Date:** July 2023

Collaboration: In partnership with Soulstainable, OBEY. & Dangerbird Records

Artwork Concept:

In collaboration with muralists and students, we created a mural honoring Tangán, Ecuador's indigenous lands. This artistic endeavor was not only a tribute but also a fundraising drive aimed at supporting reforestation efforts in Ecuador. The mural highlights the intersection of art and environmental action, demonstrating our commitment to making a tangible difference. The program successfully raised funds to send Don Ramiero, an indigenous caretaker, two llamas.

Jade Warrick Work Examples Continued...



Project Overview:

Title: Escape to nature; Where Peace Awaits| **Location:** Albany, NY |

Date: October 2020

Collaboration: In partnership with The Capital Walls Initiative

Artwork Concept:

This mural vividly portrays inner peace and ancestral connection. It features a young woman intertwined with nature, escaping a gray urban background, to be wrapped in flowers, a butterfly resting on her finger. This piece symbolizing tranquility and reflects Jade Warrick's bond with nature, a sanctuary where echoes of her Black ancestors resonate. It's a journey into a realm where creativity flourishes and self-reflection thrives, free from external stereotypes and constraints.

Learn more about
this Project!

[Read More About
the Mural Here](#)

[Read an Interview
from Jade About
the Mural Here](#)

Quill Harrison Work Examples

[View Quills Full Mural Portfolio Found Here \(weblink\).](#)



Project Overview:

Title: Gales of Spring | **Location:** Slingerlands, NY | **Date:** 2024

Collaboration: Art On the Rail & Mohawk Hudson on Land

Quill Harrison Work Examples Continued...



Project Overview:

Location: Troy, NY | Date: 2023

Collaboration: Troy Art Block

Quill Harrison Work Examples Continued...



Project Overview:

Title: The Living Garden | **Location:** Albany, NY | **Date:** 2023

Collaboration: Spirituality Center & NYSCA

Quill Harrison Work Examples Continued...



Project Overview: Location: Troy, NY | Date: 2022

Collaboration: United Ministries

SECTION III

References

Jade Warrick's Reference:

Gems of Troy Mural Project:

- Contact Person: Elizabeth Dubben
- Email address: edubben@collarworks.org
- Telephone: 518-285-0765

Quill Harrison's Reference:

Gems of Troy Mural Project:

- Contact Person: Tony Iadicicco
- Email address: director@albanycentergallery.org
- Telephone: 518-462-4775

SECTION IV

Plan Implementation

Conceptual Plan for the Mural

This mural will reflect a celebration of the deep connection between humanity and the natural world, a relationship that is both timeless and ever-evolving. It aims to capture the essence of Slingerlands, where nature's beauty and human stewardship come together to create a thriving ecosystem.

Why This Mural Matters:

Slingerlands is more than just a location; it is a sanctuary where the past, present, and future of nature are intricately woven together. The natural beauty of the area, from the rich biodiversity of the Pine Hollow Arboretum to the unique karst landscapes of the Alan Traino Preserve, tells a story of life in harmony with the environment. These spaces are not only home to a variety of plant and animal species but also serve as a source of inspiration and solace for the community. This mural seeks to honor and elevate this natural beauty, reminding us of the importance of preserving these precious landscapes for future generations.

The Role of Conservation:

In an era where environmental challenges are becoming increasingly urgent, Slingerlands, and all of Upstate New York, stands as a beacon of hope and a model of how communities can coexist with nature. The mural will highlight local nature and all that thrives within it, people included! By showcasing native flora and fauna, and tagging each by name, and where it's found locally, it will emphasize the importance of biodiversity and the role it plays in maintaining ecological balance. Depictions of greenery, flowing water, and wildlife will serve as a visual reminder of what we stand to gain through thoughtful conservation efforts.

Plan Implementation Continued...

Honoring the Original Stewards of the Land:

This mural will also be intentional about paying tribute to the original stewards of this land, the Haudenosaunee, whose ethical and sustainable practices have long guided our interaction with the environment. Incorporating elements of their traditional agricultural techniques, such as the “Three Sisters” method of planting corn, beans, and squash together, acknowledge their wisdom and respect for the earth. Their belief that humans are caretakers of the land, responsible for maintaining its health for future generations, aligns with modern ethical environmental values and remains highly relevant today.

Accessibility of Education and Information:

Education plays a crucial role in making this mural more than just an aesthetic piece—it becomes a catalyst for curiosity and learning. By integrating accessible educational elements into the mural (such as names and locations of elements shown) viewers are invited to engage more deeply with the visual narrative. This mural will feature educational components, and include 2 QR codes. One which will lead to the Department of Environmental Conservation website (or similar) for information about the conservation efforts depicted, the native species represented, and another QR code that goes the Iroquois Museum website (or similar) to highlight the historical significance of the Haudenosaunee’s contributions to local land stewardship.

By making information readily available, the mural encourages a continuous dialogue between the community and the environment, prompting viewers to not only appreciate what they see but to explore and learn more. This interactive approach fosters a deeper connection, making people more willing to engage with the subject matter and develop a personal investment in conservation.

Engaging the Community:

This mural is not just an art piece; it is a call to action. It invites every community member to reflect on their role in preserving the beauty and integrity of Slingerlands’ natural environment.

Plan Implementation Continued...

Visual Elements:

- **Native Flora and Fauna:** The mural will feature a vibrant array of local plants and animals, symbolizing the rich biodiversity of the area.
- **Haudenosaunee Symbolism:** Traditional motifs and symbols will be incorporated to honor the indigenous heritage and their sustainable practices.
- **Human Interaction:** Scenes of people engaging with nature, highlighting the theme of coexistence and stewardship.
- **Educational Components:** The mural will feature accessible educational elements, such as plaques or QR codes, providing additional information about conservation efforts, native species, and historical significance.

This mural will be a living testament to the beauty of nature, the power of community, and the importance of education. It will serve as a reminder that together, we can protect and nurture our environment, ensuring that the circle of life continues to thrive in Slingerlands and all of New York.

Implementation Plan:

- **Site Preparation:** Ensure the site is prepped, and necessary permissions are in place.
- **Design Finalization:** Submit the mural design for approval and allocate a 4-week period for this process.
- **Painting Execution:**
 - Scissor lifts or ladders will be used for high sections of the mural, as boom lifts are not required.
 - Paint the mural in stages, focusing on key elements of nature, conservation, and human interaction.
 - Apply final touches and protective coatings.
- **Safety and Logistics:** Ensure safety protocols are followed throughout the project.

Plan Implementation Continued...

Generalized Timeline:

- **Week 1:** Site preparation
- **Week 2-5:** Design finalization and approval process
- **Week 6-8:** Base layers and preliminary muraling
- **Week 9-10:** Final touches and protective sealing

SECTION V

Cost Proposal

Total Project Cost: \$25,000

Design and Planning: \$2,000

Materials: \$4,000

Labor: \$16,000

- Muralist 1 (Jade Warrick): \$8,000

- Muralist 2 (Quill): \$8,000

Equipment and Logistics: \$1,600

Insurance: \$1,400

.

TITLE PAGE

Helderberg-Hudson Rail Trail Mural:

Proposal 2: Community-Engaged Mural Project

RFP Number: 2024-097

Proposer Name: Jade Warrick and Quill Harrison

Address: 264 6th Ave Troy NY

Telephone Number: 832-928-2855

Contact Person: Jade Warrick



Table of Contents:

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SECTION II

Relevant Experience

Both muralist have extensive expertise in managing public art installations, working with community organizations, and creating impactful art that resonates with those who view it.

Jade Warrick

Jade Warrick, known as TrashKiD, merges art and social advocacy in New York's Capital Region. Originally from Los Angeles, she creates impactful murals and public art exploring community life, sparking conversations on development, healing, and rights. Founder of Amplified Voices, Warrick provides a platform for communities in underserved areas to express themselves through art and wellness programs. Her past role as Curator of Public Art in Troy, NY, alongside her current work with PBS's 'A House for Arts!', underscores her commitment to integrating art into communities. With extensive experience in arts education and programming, her work strives to profoundly impact individuals and communities. As a fervent arts advocate, she champions public and private investment, viewing the arts as essential for economic growth and community vitality. She advocates for funding, inclusive planning, and artist support to enhance quality of life.

JADE WARRICK

VISUAL ARTIST, MURALIST, AND ADVOCATE FOR COMMUNITY EMPOWERMENT THROUGH ART

Jade Warrick, aka as TrashKiD Art, is a visionary muralist and visual artist with a profound dedication to transforming urban landscapes into vibrant canvases that reflect and engage communities. With over a decade of experience, Jade’s murals are more than art; they are a dialogue with the community, advocating for social change, self advocacy, environmental justice, and inclusivity.

Her expertise extends to leading workshops, curating arts programs, and spearheading public art projects that foster community cohesion and empower underrepresented voices.

CONTACT INFO.

**PHONE**
(832) 928-2855

**EMAIL**
JadeWarrickTKArt@gmail.com

**ADDRESS**
Troy & Albany, NY

EDUCATION

- 2012 - 2016
BS in Marketing
University of Houston
- 2018
Principles of Designing for Humans
MichiganX
- 2019
MicroMasters® Program in Design Thinking
RITx
- 2021
Entering, Building, and Exiting Community
Urban Bush Women
- 2022
Cultural Blueprint for Healthy Communities
NOCD NY
- 2022
Catalysts for Change Leadership Program
The Community Foundation for the Greater Capital Region

CORE COMPETENCIES

- Mural Creation:** Expertise in conceptualizing and executing large-scale murals, adept in various styles from realistic to abstract, and thematic works focusing on social justice, environmental awareness, and community stories.
- Technical Skills:** Proficient in using boom lifts and scaffolding, ensuring safety and precision in executing murals on large or challenging surfaces.
- Artistic Techniques:** Mastery in aerosol spray painting, brushwork, stenciling, and digital design. Skilled in integrating color theory, composition, and perspective to produce visually compelling and impactful murals.
- Community Engagement:** Exceptional at leading workshops and programs that leverage art as a medium for social advocacy, mental health, and community empowerment.

CREATIVE EXPERIENCE

2024
Now

Workshop Facilitator
CREATE Community Studios | Troy, NY

- Conduct weekly community-based workshops aimed at fostering creativity and wellness among participants.
- Develop workshop content that resonates with diverse community members, promoting arts as a tool for community engagement.

2022
Now

TV HOST FOR A HOUSE FOR ARTS!
PBS WMHT | Troy, NY

- Discover and connect with creatives throughout the NY region to showcase their work and stories on a leading public media platform.
- Conduct in-depth pre-interviews and studio interviews, creating compelling narratives for television broadcast.
- Craft and read wraps on the teleprompter, ensuring smooth transitions and engaging content for the audience.

2020
Now

Project Specialist,
Collectiveeffort | Troy, NY

- Collaborate on community-building projects, focusing on enhancing organizational support and fostering meaningful community engagements.
- Leads marketing initiatives that leverage arts and culture to strengthen community ties and promote inclusivity.

PUBLICATIONS

Contributed to Upstate's Creative Spark: How the Arts Is Catalyzing Economic Vitality Across Upstate New York

Contributed and Designed Black Brilliance: Navigating Well-Being with Purpose," Rutgers University.

ACHIEVEMENTS

Received the Consistent Excellence Annual Award from NYS CSEA Partnership in 2020 & 2021.

Emmy nominee for the "Bridging the Divide" Mural Initiative, highlighting commitment to community engagement and arts advocacy.

MEDIA

Please see my portfolio for all media inks.

2020
Now

Director of Programming and Community Impact

The Creative Good | Albany, NY

- Founded the art & wellness mural program Amplified Voices,
- Secures grant for youth art programming expansion.
- Leads strategic partnership development and program planning, ensuring alignment with community needs and objectives. community ties and promote inclusivity.

2022
2023

Director and Curator of Placemaking and Public Projects (Grant Based Role)

The Art Center | Troy, NY

- Led the "N. Central Troy Creates" program, enhancing community connection through art and raising \$124k in funding.
- Managed several artists and placemaking projects, such as The Fish Market Project.
- Managed public art and temporary project sites, developing activation concepts and fostering relationships with diverse stakeholders.

LARGE PUBLIC ART PROJECTS

(Please view more details on public / mural projects in my portfolio)

2023

TANGAN

Silverlake, CA

- In a dynamic collaboration with Soulustainable and fellow muralists, we crafted a mural honoring Tangán, Ecuador's indigenous lands.

2022

Gems of Troy

Troy, NY

- Transformed 32 bridge piers under the Hoosick Street Bridge into a vibrant public art gallery, merging urban landscape with community stories.

2020

Escape to Nature Where Peace Awaits

Albany, NY, 2020

- A large-scale mural depicting the themes of inner peace and ancestral connection.

PANELS & PUBLICATIONS

Contributions emphasize the intersection of art, community engagement, and education, underscoring the transformative power of arts in community advocacy and inclusion.

- **Panels:** ALA Conference 2022; YPN PechaKucha Night 2023; NYSATA Conference 2023 (Keynote Speaker); Creatives Rebuild New York x Center for an Urban Future 2024.
- **Publications:** Contributed insights on the economic vitality spurred by the arts in Upstate New York and co-authored works on navigating well-being with purpose, underscoring the pivotal role of art in societal wellness and identity.

Quill Harrison

Quill Harrison is a multi-passionate artist based in Upstate New York. Their artwork ranges from illustrations to murals. Within it, they show their experience as a black and queer artist as well as anxiety, existentialism, communication, and the ways humans connect with one another. They've had their artwork exhibited at the Arts Center of the Capital Region, Saratoga Arts, Albany Center Gallery, Opalka Gallery, and more. Currently, Quill is working as a freelance illustrator, a muralist, and exploring their studio practice. Also bird watching!

Quill Harrison

Education

2021

BFA, Art and Extended Media
Russell Sage College – Albany, NY

Murals

2023

Elusive Dreamer 10.5'x22', 2023, Troy Art Block Mural Fest, Troy, NY
Living garden 30'x6', Spirituality Center - Russell Sage College, 2023, Troy, NY
Sweet song 7'x14'', Emack & Bolio's Ice Cream, 2023, Albany, NY
Latham Ridge Elementary Mural, 6'x52' 2023, Latham, NY

2022

Troy Area United Ministries Mural 7'x40', 2022, Troy, NY
Waiting To Be Heard Painted Piano, 2022, Organ Colossal's
Street Piano Project, Troy, NY

2021

Observant As Ever 4'x8.5', 2021, Russell Sage College – Art +
Design building, Albany, NY

2019

Held Together 8'x8', 2019, NY Ignite Volunteer Festival, Albany
Capital Center, Albany, NY
Dear No One 7'x22', 2019, Russell Sage College – Art + Design building,
Albany, NY

Exhibitions

2023

Sticky Fingers – Paint Cohoes – Cohoes, NY group/invitational

2022

When One Door Closes – Hamilton Hill Arts Center - Schenectady, NY group/invitational

2021

Pieced Together – Albany public Library – Pine Hills branch - Albany, NY
group/regional/invitational
518 Artist Residency Exhibition – North Main Gallery - Salem, NY group/regional/artist
residency

More than a Sketchbook – Arts Center of The Capital Region - Troy, NY
group/regional/juried

BFA Art + Design Exhibition – Opalka Gallery - Albany, NY group/juried

120 Intercollegiate Regional Exhibition – Arts Center of The Capital Region - Troy, NY
group/regional/juried

2020

Silently loud – Smallbany Gallery - Albany, NY solo/gallery

120 Intercollegiate Regional Exhibition – Saratoga Arts – Saratoga Springs, NY
group/regional/juried

The Little Gallery Show - The little Gallery - Albany, NY group/regional/juried
2019

Members' Show – Albany Center Gallery - Albany, NY group/regional

Collective remix – 225 New Scotland Ave - Albany, NY group/invitational/pop-up
Exhibition

The Little Gallery Show - The little Gallery - Albany, NY group/regional/juried

Teaching Experience

2022

Summer Camp – 4 week art youth program - Arts Center of The Capitol Region, Troy, NY

2021

Amplified Voices – youth mural program – Honest Weight Food Co-op, Albany, NY

2020

Amplified Voices – youth mural program – Albany, NY

Residencies

2021

Salem Art Works 518 Artist Residency - Salem, NY

Publications

2022

New 10 ABC – “Troy Street Pianos spark musical sense of community”

Times Union – “Albany Center Gallery murals conveying hope, go up at Albany Med”

2021

Times Union – “Mural adding a splash of color under Collar City Bridge”

Vernacular 52 - Art & Design Literary Publication

The Rev Magazine - Art & Design Literary Publication 2020

Times Union – “Albany Center Gallery murals conveying hope, go up at Albany Med”

Vernacular 51 - Art & Design Literary Publication

Awards/Honors

2023

Honoree of the “FEAST – Dinner for a Cause” fundraising event hosted by TAUM 2021

2021

Scire Scholar honor: Awarded to a student who demonstrates high levels of academic achievement and scholarship in their program.

2019

Usher Fine Arts Award: For an outstanding fine arts student. - Sage College of Albany, NY
Dean’s List, 4 semesters - Sage College of Albany, NY

Jade Warrick Work Examples

[View Jades Full Mural Portfolio Found Here \(weblink\).](#)



Project Overview:

Title: Gems of Troy | **Location:** Troy, NY | **Date:** October 2022 | **Size:** 32 Highway Pillars

Collaboration: In partnership with The Arts Center of the Capital Region

Artwork Concept:

This public art project weaves a visual narrative beneath the Hoosick Street Bridge. Spanning a 500-foot underpass, transforming 32 bridge piers into a vibrant gallery that merges art with the urban landscape. Each mural segment captures unique community stories, symbolizing the unification of diverse neighborhoods and the bridging of socio-economic divides. This is than a series of murals; it's an evolving platform for interaction and connection, inviting residents to engage and resonate with the artwork. This project highlights the transformative power of art in public spaces, showcasing its role in fostering communal identity and urban renewal.

Learn more about this Project!

[Emmy Nominated Documentary](#)

[Watch Jade Warrick's PBS interview](#)

[Read More About the Mural](#)

[Q&A with Uniting Line Artist Jade Warrick](#)

Jade Warrick Work Examples Continued...



Project Overview:

Location: Albany, NY | **Date:** June, 2024

Collaboration: In partnership with Brighter Choice for Boys Charter School

Artwork Concept:

This mural at BCCS showcases the voices of over 200 students, transforming their ideas into a vibrant visual narrative. Each student's input was gathered through surveys, and the mural's composition was created through a student-led democratic process. Emphasizing collaboration, the mural encapsulates diverse experiences, rich symbolism, and vivid imagery that reflect the school's values and culture. This project highlights the power of student-artist partnership, fostering a sense of ownership and pride within the school community.

Jade Warrick Work Examples Continued...



Project Overview:

Location: Silverlake, CA | **Date:** July 2023

Collaboration: In partnership with Soulstainable, OBEY. & Dangerbird Records

Artwork Concept:

In collaboration with muralists and students, we created a mural honoring Tangán, Ecuador's indigenous lands. This artistic endeavor was not only a tribute but also a fundraising drive aimed at supporting reforestation efforts in Ecuador. The mural highlights the intersection of art and environmental action, demonstrating our commitment to making a tangible difference. The program successfully raised funds to send Don Ramiero, an indigenous caretaker, two llamas.

Jade Warrick Work Examples Continued...



Project Overview:

Title: Escape to nature; Where Peace Awaits| **Location:** Albany, NY |

Date: October 2020

Collaboration: In partnership with The Capital Walls Initiative

Artwork Concept:

This mural vividly portrays inner peace and ancestral connection. It features a young woman intertwined with nature, escaping a gray urban background, to be wrapped in flowers, a butterfly resting on her finger. This piece symbolizing tranquility and reflects Jade Warrick's bond with nature, a sanctuary where echoes of her Black ancestors resonate. It's a journey into a realm where creativity flourishes and self-reflection thrives, free from external stereotypes and constraints.

Learn more about
this Project!

[Read More About
the Mural Here](#)

[Read an Interview
from Jade About
the Mural Here](#)

Quill Harrison Work Examples

[View Quills Full Mural Portfolio Found Here \(weblink\).](#)



Project Overview:

Title: Gales of Spring | **Location:** Slingerlands, NY | **Date:** 2024

Collaboration: Art On the Rail & Mohawk Hudson on Land

Quill Harrison Work Examples Continued...



Project Overview:

Location: Troy, NY | Date: 2023

Collaboration: Troy Art Block

Quill Harrison Work Examples Continued...



Project Overview:

Title: The Living Garden | **Location:** Albany, NY | **Date:** 2023

Collaboration: Spirituality Center & NYSCA

Quill Harrison Work Examples Continued...



Project Overview: Location: Troy, NY | Date: 2022

Collaboration: United Ministries

SECTION III

References

Jade Warrick's Reference:

Gems of Troy Mural Project:

- Contact Person: Elizabeth Dubben
- Email address: edubben@collarworks.org
- Telephone: 518-285-0765

Quill Harrison's Reference:

Gems of Troy Mural Project:

- Contact Person: Tony Iadicicco
- Email address: director@albanycentergallery.org
- Telephone: 518-462-4775

SECTION IV

Plan Implementation

Conceptual Plan for the Mural

This mural will reflect a celebration of the deep connection between humanity and the natural world, a relationship that is both timeless and ever-evolving. It aims to capture the essence of Slingerlands, where nature's beauty and human stewardship come together to create a thriving ecosystem.

Why This Mural Matters:

Slingerlands is more than just a location; it is a sanctuary where the past, present, and future of nature are intricately woven together. The natural beauty of the area, from the rich biodiversity of the Pine Hollow Arboretum to the unique karst landscapes of the Alan Traino Preserve, tells a story of life in harmony with the environment. These spaces are not only home to a variety of plant and animal species but also serve as a source of inspiration and solace for the community. This mural seeks to honor and elevate this natural beauty, reminding us of the importance of preserving these precious landscapes for future generations.

The Role of Conservation:

In an era where environmental challenges are becoming increasingly urgent, Slingerlands, and all of Upstate New York, stands as a beacon of hope and a model of how communities can coexist with nature. The mural will highlight local nature and all that thrives within it, people included! By showcasing native flora and fauna, and tagging each by name, and where it's found locally, it will emphasize the importance of biodiversity and the role it plays in maintaining ecological balance. Depictions of greenery, flowing water, and wildlife will serve as a visual reminder of what we stand to gain through thoughtful conservation efforts.

Plan Implementation Continued...

Honoring the Original Stewards of the Land:

This mural will also be intentional about paying tribute to the original stewards of this land, the Haudenosaunee, whose ethical and sustainable practices have long guided our interaction with the environment. Incorporating elements of their traditional agricultural techniques, such as the “Three Sisters” method of planting corn, beans, and squash together, acknowledge their wisdom and respect for the earth. Their belief that humans are caretakers of the land, responsible for maintaining its health for future generations, aligns with modern ethical environmental values and remains highly relevant today.

Accessibility of Education and Information:

Education plays a crucial role in making this mural more than just an aesthetic piece—it becomes a catalyst for curiosity and learning. By integrating accessible educational elements into the mural (such as names and locations of elements shown) viewers are invited to engage more deeply with the visual narrative. This mural will feature educational components, and include 2 QR codes. One which will lead to the Department of Environmental Conservation website (or similar) for information about the conservation efforts depicted, the native species represented, and another QR code that goes the Iroquois Museum website (or similar) to highlight the historical significance of the Haudenosaunee’s contributions to local land stewardship.

By making information readily available, the mural encourages a continuous dialogue between the community and the environment, prompting viewers to not only appreciate what they see but to explore and learn more. This interactive approach fosters a deeper connection, making people more willing to engage with the subject matter and develop a personal investment in conservation.

Engaging the Community:

This mural is more than an artwork; it is a call to action. It invites every community member to reflect on their role in preserving the natural beauty of Slingerlands. By involving the community in the workshops and the design process, we foster a sense of ownership and pride in the project. This collective engagement ensures that the mural reflects the shared vision and values of the local residents.

Plan Implementation Continued...

Visual Elements:

- **Native Flora and Fauna:** The mural will feature a vibrant array of local plants and animals, symbolizing the rich biodiversity of the area.
- **Haudenosaunee Symbolism:** Traditional motifs and symbols will be incorporated to honor the indigenous heritage and their sustainable practices.
- **Human Interaction:** Scenes of people engaging with nature, highlighting the theme of coexistence and stewardship.
- **Educational Components:** The mural will feature accessible educational elements, such as plaques or QR codes, providing additional information about conservation efforts, native species, and historical significance.

This mural will be a living testament to the beauty of nature, the power of community, and the importance of education. It will serve as a reminder that together, we can protect and nurture our environment, ensuring that the circle of life continues to thrive in Slingerlands and all of New York.

Plan Implementation Continued...

Community Workshops

Workshop 1: Recycling Practices and Creating from Our Environment

This workshop will focus on debunking common myths about recycling and exploring best practices within the recycling industry. Participants will learn how to differentiate between what can truly be recycled and what often ends up as waste despite recycling efforts. The workshop will also emphasize the importance of conservation and introduce indigenous methods of environmental stewardship, particularly those that remain relevant and applicable today. We will also speak on what participants will want to see reflected in the mural.

- **Understanding Recycling:** Participants will engage in a discussion about recycling myths and truths. We will break down how the recycling process works, what items can be effectively recycled, and how to reduce waste through more thoughtful consumption practices.
- **Creative Reuse of Materials:** The second part of the workshop will focus on repurposing “trash” and “junk” from the environment to create art. From plastic bottles to pinecones, participants will use discarded and natural materials found around Slingerlands to create their own art pieces. This hands-on activity will illustrate how we can use what we already have in our environment to reduce waste and promote sustainability.
- **Indigenous Practices:** As a backdrop to these modern recycling practices, the workshop will briefly highlight indigenous conservation methods, such as the Haudenosaunee’s sustainable relationship with nature. These principles of land stewardship, emphasizing respect and balance, will serve as a reminder that sustainable practices are not new but have deep historical roots.

Plan Implementation Continued...

Community Workshops

Workshop 2: Rail Trail Bike Ride and Nature-Inspired Art

This outdoor workshop offers participants a unique opportunity to connect with the natural beauty of Slingerlands through a guided bike ride along the local rail trail. The experience will help participants observe their environment in new ways, focusing on the native plants, animals, and landscapes that make Slingerlands special. The goal is to translate these observations into creative inspiration for the mural.

- **Connecting with Nature:** The workshop will begin with a group bike ride along the rail trail. Participants will be encouraged to closely observe their surroundings—taking note of the local flora, fauna, and landscape features that stand out to them. We will provide insight into the native species and the unique environmental features of the area, fostering a deeper appreciation for Slingerlands' biodiversity.
- **Drawing Session:** Following the ride, participants will gather for a drawing session where they will sketch the elements they found most inspiring during the ride. The drawings and ideas generated during this session will be incorporated into the mural's design, ensuring the final artwork reflects the community's personal connection to the environment.
- **Reflection and Sharing:** Participants will have the chance to discuss what inspired them and share their sketches with the group. This reflective process will not only deepen participants' connection to nature but also reinforce the mural's theme of conservation and the relationship between humans and the natural world.

Plan Implementation Continued...

Implementation Plan:

- **Site Preparation:** Ensure the site is prepped, and necessary permissions are in place.
- **Design Finalization:** Submit the mural design for approval and allocate a 4-week period for this process.
- **Painting Execution:**
 - Scissor lifts or and ladders will be used for high sections of the mural, as boom lifts are not required.
 - Paint the mural in stages, focusing on key elements of nature, conservation, and human interaction.
 - Apply final touches and protective coatings.
- **Safety and Logistics:** Ensure safety protocols are followed throughout the project.

Generalized Timeline:

- **Week 1: Workshop 1 (Conservation and Recycling)**
- **Week 2: Workshop 2 (Bike Ride and Drawing Session)**
- **Week 3-6: Design approval process**
- **Week 7-12: Base layers preliminary muraling, and detailing**
- **Week 13: Final touches and sealing**
- **Week 14: Community reveal event**

SECTION V

Cost Proposal

Total Project Cost: \$36,000

- **Community Engagement: \$5,000**
 - This includes facilitation of both workshops, food, materials for the workshops (e.g., art supplies, snacks), and logistics.
- **Design and Planning: \$4,000**
 - Design development, community feedback integration, and revisions.
- **Mural Execution: \$25,600**
- **Paints and materials: \$5,000**
- **Machinery and logistics: \$1,600**
- **Labor for muralists: \$16,000 (\$8,000 each for Jade Warrick and Quill)**
- **Additional labor/logistics costs: \$3,000**
- **Insurance: \$1,400**
-

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

Muralist

Title

NA/ Independent Contractors

Company Name

9/5/2024

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

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

On this Thurs day of 6th, 2024, 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 Jade Warrick and Quill Harrison			
2. VENDOR'S LEGAL BUSINESS NAME Independent Contractor		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 264 6th ave Troy NY 12182		7. TELEPHONE NUMBER 832-928-2855	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 Jade Warrick Muralist 832-92-2855 Jadewarricktkart@gmail.com			
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: ☐ 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> b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 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? 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. b) file returns or pay New York State unemployment insurance? Indicate the years the vendor failed to file/pay the insurance and the current status of the liability. c) Property Tax Indicate the years the vendor failed to file.	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES I WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☐ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☐ No

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner  *Quill H*

Address

Printed Name of Signatory Jade Warrick ; Quill Harrison

City, State, Zip

Title Muralist

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

Notary Public

Printed Name

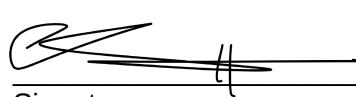
Signature

9/5/2024

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.

 Quill H

Signature

Muralist

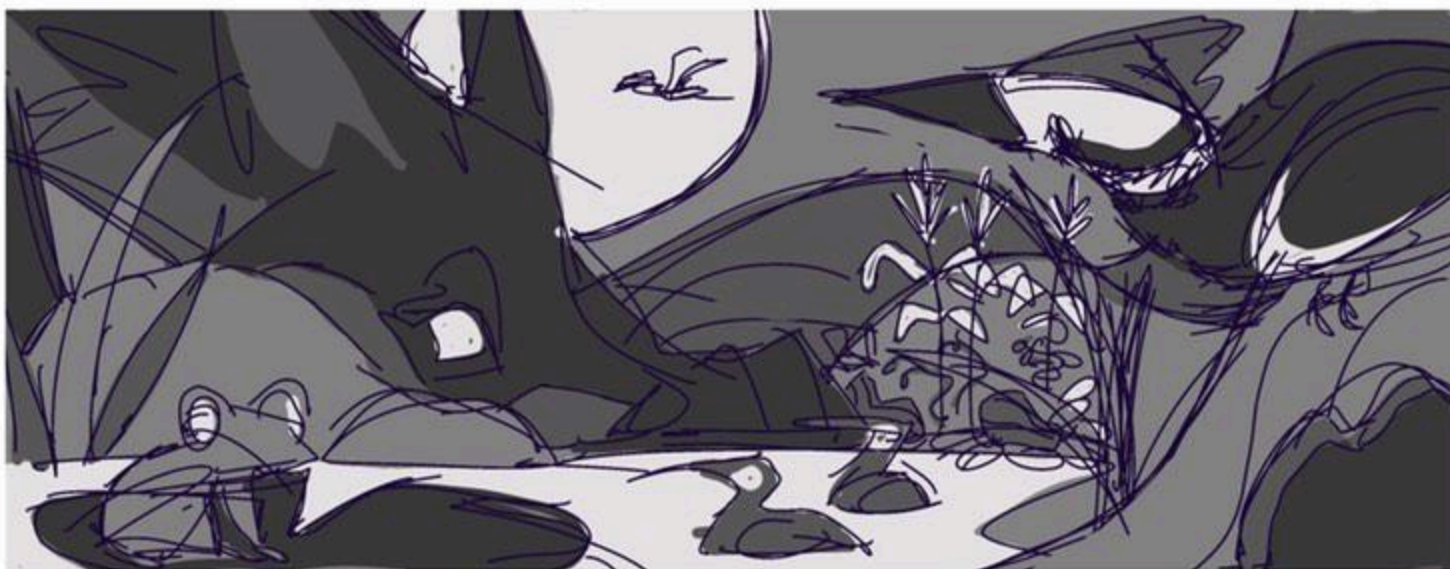
Title

N/A

Company Name

9/5/2024

Date



RFP #2024-097: Rail Trail Art Installation

Proposal Rating Worksheet

Proposer: Kevin Clark

	Weight	Kevin Butterfield		Allie Robert		Kathy Greenwood		Courteney Kerin	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score
Section II Qualification	30%	5	1.5	5	1.5	5	1.5	5	1.5
Section III References	10%	3	0.3	5	0.5	5	0.5	5	0.5
Section IV Design/Plan Implementation	40%	4	1.6	5	2	3	1.2	4	1.6
Section V Cost Proposal	20%	4	0.8	4	0.8	4	0.8	3	0.6
TOTALS:			4.2			4.8		4	4.2
AVERAGE SCORE:			4.3						

NOTES:

RFP #2024-097: Rail Trail Art Installation

Proposal Rating Worksheet

Proposer: Jade Warrick

	Weight	Kevin Butterfield		Allie Robert		Kathy Greenwood		Courteney Kerin	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score
Section II Qualification	30%	4	1.2	4	1.2	5	1.5	5	1.5
Section III References	10%	3	0.3	3	0.3	5	0.5	5	0.5
Section IV Design/Plan Implementation	40%	3	1.2	3	1.2	4	1.6	4	1.6
Section V Cost Proposal	20%	3	0.6	5	1	5	1	4	0.8
TOTALS:			3.3		3.7		4.6		4.4
AVERAGE SCORE:		4							

NOTES:



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

TO: Pamela O'Neill, Purchasing Division

FROM: Kevin Butterfield, PIO & Policy Analyst

RE: RFP 2024-097 Rail Trail Art Installation

DATE: October 1st, 2024

I am recommending that Kevin Clark be awarded the Rail Trail Art Installation contract in the maximum amount \$28,000. We will not be pursuing the add alternate to paint the bridge. Kevin Clark was one of two agencies that responded to RFP 2024-097. His response met the specifications required and received the highest average score. Thank you.



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 Butterfield
PIO & Policy Analyst

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: October 2, 2024

RE: RFP #2024-097 Rail Trail Art Installation

I am in receipt of your recommendation to award the aforementioned to Kevin Clark/Clark Murals in the amount of NTE \$28,000.00.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposals submitted. I have no objection to the selection of Kevin Clark/Clark Murals.

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

JE 1442

Created
&
posted
RO 3/27/24

RESOLUTION NO. 155

SUPPLEMENTAL BOND RESOLUTION DATED MARCH 11, 2024. A RESOLUTION AMENDING CERTAIN TERMS OF BOND RESOLUTION NO. 93 OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED MARCH 14, 2022, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$10,820,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$10,820,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

HH78

Introduced: 3/11/24
By Audit and Finance Committee:

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

WHEREAS, on March 14, 2022, the County Legislature of the County of Albany, New York adopted Bond Resolution No. 93 of 2022 entitled:

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED MARCH 14, 2022, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$10,820,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$10,820,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

(the "Bond Resolution"); and

WHEREAS, on the date the County Legislature adopted the Bond Resolution the maximum estimated cost of the undertaking of the project described in Section 4 of the Bond Resolution (the "Project") was estimated to equal an amount not to exceed \$5,000,000; and

WHEREAS, since the date of the Bond Resolution, the County Legislature has received additional information and revised cost estimates which indicate that the aggregate maximum estimated cost of the Project will be equal to an amount not to exceed \$5,250,000; and

WHEREAS, Section 32.00 of the New York Local Finance Law requires, among other things, that any bond resolution adopted by the finance board of a municipality contain a statement of the maximum estimated cost of the object or purpose for which

obligations are being authorized and the maximum amount of the bonds authorized to be issued for such purpose; and

WHEREAS, the County Legislature desires to amend the Bond Resolution for the purpose of increasing the aggregate maximum estimated cost of the Project, and, in particular, Section 4 of the Bond Resolution, and the aggregate maximum principal amount of bonds authorized to be issued in the Bond Resolution;

NOW, THEREFORE, BE IT RESOLVED, by the County Legislature of the County of Albany, New York, as follows:

SECTION 1. The Bond Resolution is hereby amended as follows:

(A) Section 4 of the Bond Resolution is amended to read as follows:

The County is hereby authorized to undertake the construction of new highway garage facilities located in Towns of Knox and Coeymans, Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2024 Capital Plan in the County's 2024-2028 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$5,250,000 and said amount is hereby appropriated therefor. The plan of financing is described as follows: (a) the issuance of an amount not to exceed \$5,250,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$5,250,000 to pay the cost of the capital projects, (b) the receipt of various federal and state grants, and (c), subject to the discretion of the County, the application of moneys from the County's General Fund or such other moneys of the County that may be available to pay the costs thereof. In the event that such grants or other moneys become available, the County will issue obligations in a principal amount less than the \$5,250,000 amount authorized by this resolution, or pay down such obligations with the amount of such grants and other moneys.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$5,250,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(11)(a)(1) of the Law, is thirty (30) years.

(B) Section 5 of the Bond Resolution is hereby amended to read as follows:

Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$11,070,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

SECTION 2. By separate resolutions, the County has complied with the provisions of the State Environmental Quality Review Act ("SEQRA") with respect to the capital projects described in this resolution pursuant to Section 11 of Bond Resolution No. 8 of 2023.

SECTION 3. The Bond Resolution adopted by the County Legislature on March 14, 2022, as amended by this Supplemental Bond Resolution, shall otherwise remain in full force and effect in accordance with its terms, and is hereby ratified and confirmed.

SECTION 4. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

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

(b) the provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

(2) said obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 5. This resolution shall take effect immediately.

On long roll call vote the following members voted in favor: Burgdorf, Cleary, Commisso, Conway, Cunningham, Domalewicz, Drake, Efekoro, Ethier, Feeney, Grimm, A. Joyce, R. Joyce, Kuhn, Laurilliard, Lekakis, Lockart, Mauriello, Mayo, McLaughlin, McLean Lane, Miller, Pedro, Perlee, Plotsky, Reidy, Reinhardt, Ricard, Robinson, Rosano, Smith, Ward and Willingham – 33

Those opposed – 0

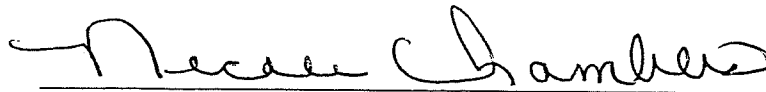
Resolution was adopted – 3/11/24

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 11th day of March, 2024, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 13th day of March, 2024.


Clerk, Albany County Legislature

Albany County Request for Contract Approval

Contract #	2024-2339
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFP
Department	NH6020 - Residential Health Care Facility
Date Submitted	Monday, September 23, 2024
Contact Person	Olsen, Mark
Contact Phone	+1 5182138955
Vendor Info	St. Peter's Hospital Foundation 310 S. Manning Blvd., SPHP Center for Philanthropy, Albany, NY 12208
Estimated Amount	\$75,000.00
Estimated Term	7/1/2024 to 6/30/2027
Scope of Services	Provide laboratory services as requested by Shaker Place Rehabilitation and Nursing Center (SPRNC). The qualified provider will provide laboratory services for the residents and employee's of SPRNC when requested. The term for the contract is for three years.
Budget Line Item	NH6020 - 44046 -
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: 09/23/2024

SUBJECT: St. Peter's Hospital Foundation

Shaker Place Rehabilitation and Nursing Center (SPRNC) respectfully requests to enter into a contract with St. Peter's Hospital Foundation. This request is to provide laboratory services for the residents and employees of SPRNC on an as needed basis.

St. Peter's Hospital Foundation will provide laboratory services which includes bacteriological, biological, pathological, and chemical examinations and re-examinations of specimens submitted by SPRNC. These services will be provided with accepted laboratory practices and follow 10 NYCRR Subpart 58-1. Report information will then be provided to SPRNC.

A Request for Proposal (RFP) was issued and St. Peter's Hospital Foundation was the only responsible bidder that replied. This contract request is for a thirty-six (36) month period commencing on July 1st, 2024 and conclude on June 30th, 2027. The total cost for the three (3) year period will be a not to exceed amount of \$75,000.00.

We respectfully request approval of this contract.





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: Shawn Thelen
Department

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: September 10, 2024

RE: RFP #2024-057
Laboratory Services

I am in receipt of your recommendation to award the aforementioned to SPHP Center for Philanthropy in the amount of \$25,000 a year for three years.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal submitted. I have no objection to the selection of SPHP Center for Philanthropy.

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

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Laboratory Services

RFP Number: 2024-057

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

05/13/2024

1

(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:
- _____ Lisa R. Smith, GPC, Grant Consultant _____
- _____ SPHP Center for Philanthropy, 310 S. Manning Blvd _____
- _____ Albany, NY 12208 _____
- Phone: _____ 518-525-1099 _____
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: Laboratory Services

RFP Number: 2024-057

COMPANY: St. Peter's Hospital Foundation

ADDRESS: 310 S. Manning Blvd., SPHP Center for Philanthropy

CITY, STATE, ZIP: Albany, NY 12208

TEL. NO.: 518-525-1099

FAX NO.: 518-482-4593

FEDERAL TAX ID NO.: 22-2262982

REPRESENTATIVE: Lisa R. Smith, GPC

E-MAIL: LisaR.Smith@sphp.com

SIGNATURE AND TITLE Lisa R. Smith Grant Consultant

DATE 05/13/2024

SECTION I

Title Page

REQUEST FOR PROPOSALS
SHAKER PLACE REHABILITATION
AND NURSING CENTER

RFP #2024 – 057

Submitted by:

St. Peter's Hospital Foundation on behalf of
St. Peter's Hospital – St. Peter's Hospital Laboratory

FEIN: 22-2262982 (St. Peter's Hospital Foundation)
FEIN: 14-1348692 (St. Peter's Hospital)

Contacts:

Lisa Smith, Grant Consultant
St. Peter's Health Partners – Center for Philanthropy
310 South Manning Boulevard
Albany, NY 12208
Phone: 518-525-1099
Fax: 518-482-4593
Email: LisaR.Smith@sphp.com

Thomas LaPorta
Administrative Director, Laboratory Services 315
South Manning Boulevard
Albany, NY 12208
Phone: 518-525-1470
Fax: 518-525-6301
Email: thomas.laporta@sphp.com

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

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Non-Collusive Bidding Certificate	Attachment A
Acknowledgement by Proposer Vendor	Attachment B
Responsibility Questionnaire	Attachment C
Iranian Energy Divestment Certification	Attachment D
Resumes	Attachment E

SECTION 3

Qualification/Experience

St. Peter's Hospital Foundation was founded in 1978 through the sponsorship of the Religious Sisters of Mercy. Since its founding, the Foundation has manifested its vision to advance the delivery of high-quality health care at St. Peter's Hospital – especially as it relates to creating and maintaining programs and services for the poor and marginalized members of our community. The Foundation provides St. Peter's Hospital and other components of St. Peter's Health Partners with a vital source of funding for patient-centered program support, advancements in technology as well as capital funding for building and infrastructure improvement to sustain the healing ministry of St. Peter's Hospital. St. Peter's Hospital Foundation submits this application on behalf of St. Peter's Hospital Laboratory Services.

St. Peter's Hospital Laboratory, formerly known as St. Peter's Bender Laboratory, is one of the country's oldest continuously active laboratories, offering clinical and environmental testing. Founded in 1895 as a nonprofit institution for the community, Bender provided educational training for laboratory professionals and pathologists. Originally located on South Lake Avenue in Albany, Bender moved next to Child's Hospital in 1969. Bender Laboratory was originally responsible for laboratory services of several northeastern New York hospitals and was the precursor of the present Red Cross Blood Program of Northeastern New York.

Bender maintained its community orientation as an outpatient laboratory for the greater Albany area. While providing necessary support for public health programs of many county health departments, Bender also served hospitals, nursing homes, physician offices, homebound patients, and other institutions.

In 1997, Bender Laboratory merged with St. Peter's Hospital to form St. Peter's Hospital Laboratory. Then, in 2011, St. Peter's Health Partners was formed through the merger of St. Peter's Health Care Services (including St. Peter's Hospital), Northeast Health (including Samaritan and Albany Memorial Hospitals), and Seton Health (including St. Mary's Hospital). Continuing the tradition of service to the community, St. Peter's Hospital Laboratory is a full-service laboratory offering a wide range of testing and phlebotomy services at several convenient locations throughout the Capital Region.

St. Peter's Hospital Laboratory is accredited by The Joint Commission and the American Association of Blood Banks (AABB) and is licensed by the New York State Department of Health.

St. Peter's Hospital Laboratory is an experienced provider of laboratory services to Article 28 outpatient facilities. It currently provides non-residential lab services to the Albany County Department of Mental Health. St. Peter's Hospital Laboratory also provides non-residential lab services at free clinics offered by the City Mission of Schenectady and at the New Choices Recovery Center.

In addition, St. Peter's Hospital Laboratory currently provides services to Our Lady of Mercy Life Center, St. Peter's Nursing and Rehabilitation Center, Delmar Center for Rehabilitation and Nursing, Hudson Park Rehabilitation and Nursing Center, and The Grand Rehabilitation and Nursing at Guilderland.

St. Peter's Hospital Laboratory is a leader in the industry, providing the highest-quality laboratory services to all our customers and serving as a resource for the community. We offer superior quality, convenience, and customer service for both patients and physicians. We offer a comprehensive array of tests, including many that do not appear on general requisition lists.

Our experienced staff consists of seven Board-Certified Pathologists and more than 150 professionals, including Medical Technologists, Cytotechnologists, Histotechnicians, Medical Laboratory Technicians, and Laboratory Assistants. St. Peter's Hospital Laboratory is located within St. Peter's Hospital on South Manning Blvd., in Albany, NY.

Patricia Belair, MD, is the Medical Laboratory Co-Director and Co-Chief of Pathology. Dr. Belair has been a part of St. Peter's Health Partners since 2003. Dr. Belair holds Certificates of Qualification in the following areas: Andrology, Bacteriology, Blood Banking, Blood Lead, Clinical Chemistry, Clinical Toxicology, Endocrinology, Hematology, Histopathology, Mycobacteriology, Mycology, Oncology, Parasitology, Transfusion Services, Virology.

Dalia Eldeiry, MD, is the Medical Laboratory Co-Director and Co-Chief of Pathology. Dr. Eldeiry has been a part of St. Peter's Health Partners since 2005. She holds Certificates of Qualification in the following areas: Bacteriology, Blood Services-Transfusion Services, Clinical Chemistry, Cytopathology – Gynecological/Non-gynecological, Diagnostic Immunology, Endocrinology, Hematology, Histopathology, Immunohematology, Mycobacteriology, Mycology, Parasitology, Toxicology and Virology.

Thomas LaPorta, BS, MT, is the Administrative Director for Laboratory Services. He has held this position since November of 2023. Mr. LaPorta holds a BS in Biochemistry from the College of Saint Rose. He has 22 years of experience as a Medical Technologist and 7 years of management experience. His area of concentration is Microbiology.

Jose Halder is the Manager for Laboratory Outreach, Patient Service Centers (PSC), and Inpatient Phlebotomy. He is responsible for supervising, evaluating, and mentoring all home-draw phlebotomists. As such, he will be extensively involved in the proposed services for Albany County. Mr. Halder has been employed with St. Peter's Health Partners for over 5 years.

A seasoned professional supervises each laboratory unit. Jude Williams, MT is the Transfusion Services and Hematology Manager with over 26 years of experience. Thomas LaPorta, BS, MT is the Manager of Microbiology with 22 years of experience. Charles Pastor, BS, MT is the Chemistry Supervisor with over 40 years of experience. Melissa Kovatchitch CT is the Pathology Supervisor with more than 15 years of experience.

See Attachment E for resumes of primary professional staff members who will be involved in the County engagement.

Authorized to Bind

Shannon Galuski
Executive Director
St. Peter's Hospital Foundation
310 S. Manning Boulevard
Albany, NY 12208
518-482-4433

SECTION III

References

Aimee Carlson
Chief Nursing Officer, Continuing Care
Our Lady of Mercy Life Center
2 Mercycare Lane
Guilderland, NY 12203
518-464-8100

Rebecca Murray, RN, BSN
Director-Clinical Services, MGPS
425 New Scotland Ave
Albany, NY 12065
518-525-6009

SECTION IV

Plan Implementation

St. Peter's Hospital Laboratory proposes to conduct the scope of services as outlined in the Albany County RFP (#2024-057). The lab is sufficiently staffed to initiate services immediately upon receipt of an executed contract.

St. Peter's Hospital Laboratory will make all bacteriological, biological, pathological, and chemical examinations and re-examinations that may be required on specimens submitted by the facility. Currently, one of our phlebotomists goes to Shaker Place Rehabilitation & Nursing Center daily, Monday through Friday, to draw blood, and there is a scheduled pick up every evening, Monday through Friday, at 5:20 pm. Additional lab specimens are sent to the hospital by courier. We are planning on continuing this schedule in a new contract; alternate accommodations can be made as necessary with advance notification.

St. Peter's Hospital Laboratory will furnish all New York State-approved supplies to conduct tests and preprint all necessary request forms with facility information for the facilities. Laboratory Services are promptly consistent with accepted laboratory practices and follow 10 NYCRR Subpart 58-1.

St. Peter's Hospital Laboratory will provide report information including, but not limited to, cumulative and patient test-specific reporting, as well as antibiogram reporting to assist in pharmaceutical cost containment and epidemiology incidence by unit and source. Signed and written reports of laboratory and pathology services for inclusion in the patient's clinical record will be provided within one business day of completing such services. Laboratory reports will be delivered via courier service and/or electronically. State test results and/or critical values will be immediately called, faxed, or sent electronically to the facility. All notifications will be documented.

St. Peter's Hospital Laboratory will keep records as federal and state statutes and regulations require. The Laboratory and its staff will maintain certifications and licenses as required.

The Lab will provide the facility with STAT test results within 90 minutes of receipt in the lab. Results will be relayed by phone, followed by fax. STAT collection and analysis are available 24 hours daily, seven days weekly.

SECTION V

Cost Proposal

St. Peter's Hospital Laboratory will bill Medicare Part B, Medicaid, and third-party carriers for insured patients. Co-pay balances and services for uninsured patients will be billed to the Shaker Place Rehabilitation and Nursing Center.

A group purchasing account for Albany County already exists with St. Peter's Hospital Laboratory. St. Peter's Hospital Laboratory will bill at the prevailing Medicare Part B rates for uninsured patients. Below is a fee schedule of the current Medicare rates for frequently requested tests. The fee structure includes all materials and services.

<u>DESCRIPTION</u>	<u>BILLCODE CPT4 MCR</u>	<u>COST</u>	
Basic Metabolic Panel	4010011258 80048	\$ 186	
Carbamazepine (Tegretol)	4010010726 80156	\$ 301	
CBC w/ Automated Differential	4025010404 85025	\$ 153	
Comprehensive Metabolic Pan	4010011259 80053	\$ 265	
Creatine Kinase (CPK)	4010010022 82550	\$ 262	
Digoxin	4010010035 80162	\$ 284	
Erythrocyte Sedimentation Rate	4025010431 85651	\$ 122	CPT 85652
Ferritin	4010011113 82728	\$ 263	
Folic Acid	4010011245 82746	\$ 321	
Glucose	4010010030 82947	\$ 120	
Glycohemoglobin (HgbA1c)	4010010030 82947	\$ 237	
Hepatic Function Panel	4010011262 80076	\$ 78	
Hepatitis B Surface Antibody	4060010522 86706	\$ 119	
Hepatitis B Surface Antigen	4060010459 87340	\$ 175	
Iron	4010011254 83540	\$ 151	
Iron Binding Capacity	4010010114 83550	\$ 151	
Lipid Panel	4010010883 80061	\$ 365	
Phosphorus	4010010087 84100	\$ 175	
Potassium	4010010053 84132	\$ 120	
Prothrombin Time (PT) w/ INR	4025010426 85610	\$ 108	
Rubella Antibodies IgG	4060010528 86762	\$ 79	
Rubella Antibodies IgM	4060010383 86762	\$ 79	
Rubeola Antibodies IgG	060010617 86765	\$ 146	
Rubeola Antibodies, Igm (EIA)	4060010540 86765	\$ 146	
Sodium	4010010060 84295	\$ 198	
T4 Free	4010010051 84439	\$ 261	
TSH	4010010136 84443	\$ 341	
Urinalysis w/out Microscopic	4025010434 81003	\$ 9	
Urinalysis with Microscopic	4025011020 81001	\$ 140	
Urine Culture	4060021755 87086	\$ 217	
Valproic Acid (Depakene)	4010010780 80164	\$ 271	

SECTION VI

Mandatory Documentation

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

Attachment A

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.

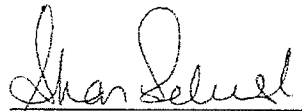
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

Executive Director

Title

St. Peter's Hospital Foundation

Company Name

5/16/24

Date

Attachment B

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

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

On this 11th day of MAY, 2024, before me personally appeared SHANNON GALUSKI to me known, who, being by me sworn, did say that she resides at (give address) 16 RADDIKWHEEL CT WATERBURY, CT 06708 that she is the (give title) EXECUTIVE DIRECTOR of the (name of corporation) ST. PETER'S HOSPITAL FOUNDATION 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.

CHERYL A. RANKEY
Notary Public - State of New York
01RA6040841
Qualified in ALBANY County
My Comm. Expires MAY 01, 2026

Cheryl A. Rankey
Notary Public, State of NEW YORK
Qualified in ALBANY
Commission Expires 5/1/2026

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

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME St. Peter's Hospital Foundation		3. IDENTIFICATION NUMBERS a) FEIN # 22-2262982 b) DUNS # 781491725	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: Albany Co.		5. WEBSITE ADDRESS (if applicable) givetostpeters.org	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 310 S. Manning Blvd., Albany, NY 12208		7. TELEPHONE NUMBER 518-482-4433	8. FAX NUMBER 518-482-4593
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 Lisa R. Smith, GPC Grant Consultant 518-525-1099 518-482-4593 LisaR.Smith@sphp.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
Shannon Galuski	Exec. Director		
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 OR THE DATE OF FILING? ☐ Yes ☒ No Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. ☐ Yes ☒ No

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

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

17. - Enforcement Actions for St. Peter's Health Partners' Affiliates

IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES I 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."	X Yes No
All cases have been resolved.	

SPHP Affiliate	Nature of Violation	Agency	Date	Case #	Resolved ?	Fine Paid
1. Eddy Heritage House Nursing and Rehabilitation Ctr.	Infection control; PPE; sterilization	DOH	Feb 2021	NH-21-038	Yes	\$10,000
	Failure to notify next of kin when resident tested positive for Covid or suffered Covid related death	DOH	Feb 2021	NH-21-028	Yes	\$16,000
	Minor reg violations	CMS	Nov 2021	2021-02-LTC-051	Yes	\$5,000
	Late reporting of Covid data	DOH	Nov 2021		Yes	\$650
	Late reporting of Covid data	CMS	Feb 2022	2022-02-COV-266	Yes	\$650
2. Eddy Memorial Geriatric Center	Civil monetary penalty for failure to comply with standard re Free of Accident Hazards/Supervision/Devices	CMS	Jan 2023	2023-02-LTC-057	Yes	\$7,901
	Infection control infraction	DOH	May 2020	NH-20-049	Yes	\$4,000
	Infection control – face mask, sterilization, distancing	DOH	August 2020	NH-20-074	Yes	\$12,000
3. Eddy Village Green (Cohoes)	Infection control – social distancing; PPE	DOH	Jan 2021	NH-21-010	Yes	\$2,000
	Late HERDS report	DOH	Jan. 2020	NH-21-021	Yes	\$2,000
	Infection control – face mask; distancing	DOH	April 2021	NH-21-069	Yes	\$16,000
	Failure to implement care plan and to ensure resident supervision	DOH	May 2022	NH 22-060	Yes	\$10,000
	Civil monetary penalty with 35% reduction	CMS	March 2022		Yes	\$7,433
4. Eddy Village Green at Beverwyck	Violation of resident visitation rights	DOH	Sept 2021	NH-21-246	Yes	\$2,000

5. Eddy Visiting Nurse Rehab Assoc	Minor deficiencies	DOH			Yes	\$3,500
6. Hawthorne Ridge	OSHA Inspection Violation (Covid-related)	NYSDOL	Dec 2021		Yes	\$13,653
	late reporting of Covid data	DOH	August 2021		Yes	\$650
7. Our Lady of Mercy Life Center	Late reporting of Covid data	CMS	Jan 2022	2022-02-COV-214	Yes	\$975
	Mold in physician office building	OSHA	June 2019	1375647.01 5	Yes	\$4736

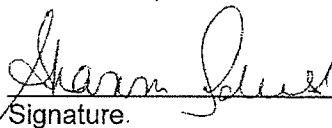
FEIN

CHERYL A. RANNEY
Printed Name
Cheryl Ranney
Signature
5/14/2024
Date

Attachment D

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.

Executive Director
Title

St. Peter's Hospital Foundation
Company Name

5/16/24
Date

RFP #2024-057: Laboratory Services

Proposal Rating Worksheet

Proposer: _____

	Weight	Laura Vartanian		Dr. Vanessa Denning		Shawn Thelen	
		Rate	Score	Rate	Score	Rate	Score
Ability of the Proposer to meet the requirements of the Scope of Services.	40%	5	2	4	1.6	5	2
Available reports, including timeliness, format, variety available, relevance and trending.	25%	5	1.25	4	1	5	1.25
Relevance and effectiveness of the Quality Assurance program that will be provided.	10%	5	0.5	3	0.3	4	0.4
Experience of the Proposer in providing like services to other long term care facilities of similar size.	5%	5		4		4	
Cost associated for provision of testing for Medicare A residents and staff.	20%	5	1	4	0.8	4	0.8
TOTALS:		4.75		3.7		4.45	

NOTES: _____

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

SHAKER PLACE REHABILITATION AND NURSING CENTER



RFP# 2024-057

LABORATORY SERVICES

**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: Laboratory Services RFP NUMBER: 2024-057

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 #2024-057

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 #2024-057

Sealed Proposals for Laboratory Services as requested by Shaker Place Rehabilitation and Nursing Center 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, May 17, 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 Thursday, May 2, 2024

Pamela O Neill
Purchasing Agent

Dated: **April 24, 2024**
Albany, New York

PUBLISH ONE DAY – **May 2, 2024**-- THE EVANGELIST
PUBLISH ONE DAY – **May 2, 2024** -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
LABORATORY SERVICES
SHAKER PLACE REHABILITATION AND NURSING CENTER
RFP #2024-057

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 Laboratory Services as requested by Shaker Place Rehabilitation and Nursing Center.
- 1.2 Shaker Place is seeking a qualified provider of Laboratory Services to provide services to the residents and employees of Shaker Place for a period of three years. The provider must possess experience in providing these services to long term care facilities. The provider and their staff must at all times be licensed or certified in New York State to perform laboratory services.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on Friday, May 17, 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 Shaker Place Rehabilitation and Nursing Center.
- 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 laboratory 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 The Successful Proposer will be expected to make all bacteriological, biological, pathological and chemical examinations and re-examinations which may be required on specimens submitted by Shaker Place.

4.2 The Successful Proposer will furnish all required material and supplies to perform these services.

4.3 The Successful Proposer will provide all required labor to perform these services.

4.4 The Successful Proposer will provide report information including, but not limited to:

a) Cumulative reporting, patient test specific.

b) Antibigram reporting to assist in pharmaceutical cost containment.

- Reports will indicate relative percentage of each organism.
- Reports will indicate the percentage of total for each organism.
- Reports will provide the ability to exclude repeat tests and QC.
- Reports will provide the ability to have multiple parameter select and search allowing for selection of specific organisms.
- Reports will be provided at least monthly.

c) Epidemiology incidence by unit and source.

- Reports will indicate relative percentage of each organism.
- Reports will indicate the percentage of total for each organism.
- Reports will provide the ability to exclude repeat tests and QC.
- Reports will provide the ability to have multiple parameter select and search allowing for selection of specific organisms.
- Reports will be provided at least monthly.

4.5 The Successful Proposer will pick up specimens once per day and additional courier services as needed.

4.6 All grossly abnormal results will be repeated automatically.

- 4.7 All reference ranges must be age specific.
- 4.8 The Successful Proposer will provide staff as necessary to draw blood specimens.
- 4.9 The Successful Proposer will provide all necessary request forms.
- 4.10 The Successful Proposer will provide Quality Assurance data and documentation to the facility as requested to ensure that proper testing is being performed as ordered by the Physicians.
- 4.11 Routine phlebotomy will be defined as Monday through Friday service.
- 4.12 The Proposer will notify Nursing Administration of critical lab results by phone immediately.
- 4.13 The Successful Proposer will provide educational services related to the provision of laboratory services, policies and procedures as requested by the facility.
- 4.14 The Successful Proposer will keep records in such form and for such duration as may be required by federal and state statutes and regulations as supply these records as necessary/requested by the facility.
- 4.15 The Successful Proposer will provide a cost schedule for tests that would be provided to employees of the facility. These tests would be Hepatitis B, Rubella Titer and Rubeola Titer.
- 4.16 The Successful Proposer will provide computerized patient scheduling for recurrent testing.
- 4.17 The Proposer will provide a cost schedule for all tests provided for Medicare A Residents (see Exhibit "E" for a list of frequently performed tests).
- 4.18 The Proposer shall be a PointClickCare Exchange Partner, allowing the integration of laboratory services and the facility Electronic Medical Record (EMR) in order to provide increased efficiency and the ability to obtain laboratory results in real time.
- 4.19 Shaker Place will provide the Successful Proposer with access to residents as needed for specimen collection.
- 4.20 Shaker Place will pay for tests for employees as required.
- 4.21 Shaker Place will pay for tests for Medicare Part A residents as required. Shaker Place will provide the Successful Proposer with all necessary billing information.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be of three years.

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

SECTION 6: COST PROPOSAL:

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

SECTION 7: PROPOSAL SUBMISSIONS

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

SECTION I:

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

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

SECTION II:

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

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

SECTION III:

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

SECTION IV:

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

SECTION V:

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

SECTION VI:

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

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 *INSERT DEPARTMENT NAME HERE*. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Ability of the Proposer to meet the requirements of the Scope of Services.	40%
Available reports, including timeliness, format, variety available, relevance and trending.	25%
Relevance and effectiveness of the Quality Assurance program that will be provided.	10%
Experience of the Proposer in providing like services to other long term care facilities of similar size.	5%
Cost associated for provision of testing for Medicare A residents and staff.	20%

- 8.3 Proposals will be examined and evaluated by the Shaker Place Rehabilitation and Nursing Center with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.
- 8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties

SECTION 9: NOT IN USE

SECTION 10: ALTERNATIVES

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

SECTION 11: INDEMNIFICATION

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

SECTION 12: SPECIFICATION CLARIFICATION

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

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

- (d) **Professional Medical Malpractice Insurance:** A policy or policies with limit of not less than \$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, professional medical malpractice, and errors and omissions policies. **Proposal number must appear on insurance certificate.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

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 In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the CONTRACTOR, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 164.501) other than as permitted or required by this AGREEMENT with the COUNTY (deemed a HYBID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The CONTRACTOR shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this AGREEMENT.

20.2 OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may use PHI for the proper management and administration of the CONTRACTOR, to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services contained in this AGREEMENT or to carry out the legal responsibilities of the CONTRACTOR as required by the Scope of Services, provided that such use or disclosure would not violate the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E) if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may disclose PHI for the proper management and administration of the CONTRACTOR and to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services of this AGREEMENT, provided such disclosures are Required By Law or reasonable assurances are obtained that the information will remain confidential, be used or disclosed solely for the purpose it was disclosed or as Required By Law, and that any violation of such confidentiality will be reported to CONTRACTOR
- b. The CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this AGREEMENT, and, upon knowledge of a violation, to mitigate any known harmful effects of such a disclosure. The CONTRACTOR shall immediately report to the COUNTY any use or disclosure of PHI not provided by this AGREEMENT of which it becomes aware. The CONTRACTOR shall ensure any agents and subcontractors of the CONTRACTOR to the extent allowed by this AGREEMENT, to whom PHI is supplied, created, used or maintained on behalf of the COUNTY, shall be bound by the requirements of this Article.
- c. The CONTRACTOR shall provide access to PHI in a designated record set in accordance with 45 CFR § 164.524. The CONTRACTOR shall make any amendments to PHI in a designated record set that the COUNTY directs or agrees to in accordance with 45 CFR § 164.526. The CONTRACTOR shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.
- d. The CONTRACTOR shall make internal practices, books, records, including policies and procedures on PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY available to the Secretary of the Department of Health and Human Services or his designee for the purposes of determining the CONTRACTOR's compliance with this Article.

20.3 TERMINATION

- a. Upon the COUNTY'S knowledge of a breach or violation of this Article by the CONTRACTOR, the COUNTY, pursuant to 45 CFR § 164.504(e)(2)(iii), may terminate the AGREEMENT if it determines that such a breach violated a material term of this Article. Notwithstanding that, the COUNTY may provide an opportunity for the CONTRACTOR to cure the breach or end the violation within a time set by the COUNTY and, if cure is not possible or does not occur within the time limit,

immediately terminate the AGREEMENT without penalty. If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.

- b. Upon termination of this AGREEMENT, if feasible, the CONTRACTOR, shall return or destroy all PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY that the CONTRACTOR still maintains in any form and retain no copies of such information, or, if such return or destruction is not feasible, extend the protections of this AGREEMENT to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

SECTION 21: ANTIDISCRIMINATION CLAUSE

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

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

- 22.1 It is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of services from the resulting contract award.
- 22.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- 22.3 All purchases shall be subject to audit by the other political subdivisions for which the purchase was made.
- 22.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 22.5 Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates or documentation of tax exempt status.
- 22.6 The sole responsibility in regard to performance of the contract, or any obligation, covenant, condition or term thereunder by the successful Proposer and the participating entities will be borne and is expressly assumed by the successful Proposer and the participating entities and

not by Albany County. In the event of a failure or breach in performance of any such contract by a participating entity or the successful Proposer, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized contract.

SECTION 23: INTERPRETATION

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

SECTION 24: NON APPROPRIATIONS CLAUSE

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

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

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

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

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

SECTION 26: NOT IN USE

SECTION 27: NOT IN USE

SECTION 28: NOT IN USE

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Laboratory Services

RFP Number: 2024-057

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: Laboratory Services

RFP Number: 2024-057

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☐ 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; 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 ☐ Yes ☐ No ☐ Yes ☐ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OR THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ 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 ¹ :	☐ Yes	☐ No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

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

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

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

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

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

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

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

Signature

Printed Name

Title

Date

Albany County Request for Contract Approval

Contract #	2024-2367
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	State Contract
Department	NH6020 - Residential Health Care Facility
Date Submitted	Thursday, October 3, 2024
Contact Person	Lucarelli, Andy
Contact Phone	+1 5182138938
Vendor Info	Fire, Security & Sound Systems, Inc. 4 Avis Drive- Suite 110, Latham, New York 12110
Estimated Amount	\$79,975.00
Estimated Term	1/1/2025 to 12/31/2029
Scope of Services	Perform annual service maintenance, testing and inspection of the Simplex Fire Alarm System at Shaker Place Rehabilitation and Nursing Center.
Budget Line Item	NH6020 - 44069 -
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

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: 10/3/2024

SUBJECT: Fire, Security & Sound Systems, Inc

Shaker Place Rehabilitation and Nursing Center (SPRNC) respectfully requests to enter into a contract with Fire, Security & Sound Systems, Inc. for annual service maintenance, testing and inspection of the Simplex Fire Alarm System at Shaker Place Rehabilitation and Nursing Center.

The Simplex Fire Alarm System at SPRNC requires annual testing, inspection and reporting as part of New York State Department of Health regulations in accordance with National Fire Protection Association (NFPA) code NFPA 72.

The vendor is a New York State contracted vendor, contract #PT68795. This contract request is for a sixty (60) month period commencing on January 1st, 2025 and conclude on December 31st, 2029. The annual cost of the inspection, testing and reporting is \$12,995.00 per year with an annual allowance of \$3,000.00 for maintenance as needed. The total cost for the five (5) year period will be a not to exceed amount of \$79,975.00.

We respectfully request approval of this contract.





Fire, Security & Sound Systems, Inc.
"The Name Says It All"

24 Hours / 7 Days
(518) 250-4364

4 Avis Drive- Suite 110
Latham, NY 12110

2024 FIRE ALARM TEST & INSPECT AGREEMENT

Scope of Service:

That for the consideration hereinafter set forth Fire, Security & Sound Systems, Inc., agrees to test, inspect, clean and service the equipment hereinafter described and to respond to an emergency call at the premises of the Subscriber and the Subscriber agrees to pay for such services as they are performed and invoiced. There is a two-hour minimum and one-time trip charge per service call. The service charges can only be modified if given in writing and approved. Where it is necessary to move equipment, or special equipment is needed to facilitate the inspection or repair of devices or control equipment, the undersigned Subscriber will provide the coordination, assistance or tools necessary for getting to such equipment. Lifts and ladders over 6' shall be considered special equipment. At the time of scheduling, Subscriber shall coordinate with any third parties (e.g., elevator vendor, sprinkler system vendor, etc.) for testing of devices (elevator pit/shaft devices, tamper/flow, etc.) to be done during agreed inspection appointment. FS&S shall not be responsible for any third-party costs associated with aforementioned coordination between third party Vendor and Subscriber. Subscriber shall also establish time for testing of notification devices (i.e., bell test) when appointment is made. Return trips to test devices due to the lack of proper coordination with third party vendors or tenants may result in additional charges. Agreement includes a 5% cost escalation increase after the first year and each year thereafter.

Subscriber

Inspection Location

Name Shaker Place Rehabilitation and Nursing Center	Name Same
Address 100 Heritage Lane	Address
City / State / Zip Code Albany, NY 12211	City / State / Zip Code
Telephone Number 518-869-2231	Site Contact Andy Lucarelli
Email andy.lucarelli@shakerplace.org	Telephone Number
	Email

System Type:

Fire Alarm- Addressable

Make:

Simplex

Model:

4100ES

Inspection Frequency:

Annual

NYS OGS CONTRACT- Intelligent Facility Security Systems & Solutions: PT68795SB

Preferred Month:

TBD

Special Notes/Considerations:

Job Title: Fire Alarm Systems Technician Onsite Region 5 Albany County)
Occupation Sub Category: Electrician Wireman/Technician

Agreement Duration: 5 years

- ❖ Agreement will remain in effect for the initial Agreement duration set forth above and thereafter for successive automatic renewal periods unless either party gives the other party a written cancellation notice at least thirty days prior to the termination of any such period.

Annual Agreement Amount: \$12,995.00

- ❖ Billed upon completion.

FS&S PT68795SB NYS OGS CONTRACT Service Rate:

- ❖ Rates per this Agreement: Monday – Friday, 7 am to 4 pm: \$148.00 an hour
Monday – Friday, 4 pm to 7 am and all-day Saturday: \$205.46 an hour
Sunday 12:01 am – Monday 7 am and Holidays: \$265.27 an hour

APPROVED: Subscriber

BY (signature)*: _____

DATE: _____

*By Signing above, Subscriber accepts the Terms & Conditions on the following page

APPROVED: Fire, Security & Sound Systems, Inc.

BY: Nathan J. Pyne

EFFECTIVE DATE: 10/01/2024

SAGE AGREEMENT #: _____

Fire, Security & Sound Systems, Inc.
4 Avis Dr.- Suite 110
Latham, NY 12110

Terms & Conditions

The terms and conditions below shall govern the rights and obligations of the parties hereto with respect to the subject matter hereof. In the event of a conflict between these provisions and any other Agreement, these Terms and Conditions shall prevail.

Agreement made the Effective Date set forth herein between Fire, Security & Sound Systems, Inc. (the Contractor) and the Subscriber heretofore named. Duration of Initial Contract Period from Effective Date: **5 Years**

This contract will remain in effect for the initial Contract Period set forth above and thereafter for successive automatic Renewal Periods unless either party gives the other party a written cancellation notice at least thirty days prior to the termination of any such period.

The subscriber shall pay any city, state or Federal taxes now or hereafter in force applying to this Service Agreement.

Repaired or Replacement parts are not included under the terms of this Agreement. Any parts that are required will be approved by the Subscriber prior to replacement.

Where it is necessary to move equipment or special equipment is needed to facilitate the inspection or repair of devices or control equipment, the undersigned Subscriber, will provide the coordination, assistance or tools necessary for getting to such equipment. Lifts, and ladders in excess of 6' shall be considered special equipment.

THE CONTRACTOR MAKES NO WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO THE FITNESS OF THE MERCHANDISE FOR ANY PARTICULAR USE OR PURPOSE AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF THE EQUIPMENT OR FOR CONSEQUENTIAL DAMAGES.

1) WARRANTY

Contractor warrants that the services provided hereunder will be performed in accordance with generally accepted industry standards and practices by competent personnel. In the event that any services fail to comply with the foregoing standard within a one (1) year period from the date such services are completed, Contractor will, at its option, provided it is promptly notified in writing upon the discovery of such failure, either re-perform such non-complying services at no additional charge or refund to Customer all fees theretofore paid by Customer with respect to such non-complying services. The foregoing remedies are the exclusive remedies for any breach of Contractor's services warranty.

Contractor warrants that any products supplied in connection with its services shall be free from defects in workmanship or material for a period of one (1) year from the date of delivery (the "Warranty Period"). During the Warranty Period, provided Contractor is promptly notified in writing upon the discovery of any defect in workmanship or material and further provided that all costs of returning the defective products to Contractor are pre-paid by Customer, Contractor agrees to, at Contractor's option, either repair or replace defective products, or refund Customer's fees paid for such products. Contractor's sole liability with respect to equipment, materials, parts or software furnished to Customer by third party suppliers shall be limited to the assignment by Contractor to Customer of any such third-party supplier's warranty; to the extent the same is assignable. The foregoing remedies are the exclusive remedies for any breach of Contractor's products warranty. In no event shall Contractor have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or other event beyond the reasonable control or fault of Contractor, (iii) misuse, fault or negligence of or by Customer, (iv) use of the products in a manner for which they were not designed, (v) causes external to the products such as, but not limited to, power failure or electrical power surges or (vi) use of the products in combination with equipment or software not supplied by the Company. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with, the products performed by any person or entity other than Contractor without Contractor's prior written approval, or any use of replacement parts not supplied by contractor, shall immediately void and cancel all warranties with respect to the affected products.

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY CONTRACTOR IN CONNECTION WITH THE SERVICES PERFORMED AND PRODUCTS PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY CONTRACTOR, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

2) INSURANCE

Contractor agrees to maintain the following limits of insurance during the Agreement: (a) Comprehensive General Liability insurance covering bodily injury and property damage with a limit of \$1,000,000 (one million) per occurrence and \$1,000,000 (one million) in the aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of \$1,000,000 (one million) per occurrence, (c) Automobile liability covering bodily injury and property damage with a combined single limit of \$1,000,000 (one million) per occurrence and (d) Excess/Umbrella Liability Insurance with a limit of \$1,000,000 (one million) per occurrence and \$1,000,000 (one million) in the aggregate. No policy will name other parties as additional insured or include a waiver of subrogation rights. If requested by Customer, certificates of insurance shall be furnished from its carrier evidencing the foregoing coverage's.

3) CONSEQUENTIAL DAMAGES

Notwithstanding anything to the contrary contained herein, in no event shall Contractor be liable for any indirect, special, consequential or incidental damages (including, without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of profits or loss of goodwill), regardless of whether such party (a) has been informed of the possibility of such damages or (b) is negligent.

4) FORCE MAJEURE

Contractor will not be in breach of this agreement or be liable to Customer if it fails to perform or delays their performance as a result of an event beyond its reasonable control, including, but not limited to, strikes, industrial disputes, fire, flood, act of God, war insurrection, vandalism, sabotage, invasion, riot, national emergency, piracy, hijack, acts of terrorism, embargoes or restraints, extreme weather of traffic conditions, temporary closure of roads, legislation, regulation, order or other act of any government or governmental agency.

5) LIMITATION OF LIABILITY

To the extent permitted by law, the aggregate liability of Contractor to Customer, whether in contract, tort (including negligence) or otherwise, will be limited to amount of payments received by Contractor from Customer under the Contract. The foregoing does not limit the liability of Contractor for any injury to, or death of a person, caused by the gross negligence of Contractor.



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Contractor Information Summary

Updated: August 26, 2024

Group 77201 – INTELLIGENT FACILITY AND SECURITY SYSTEMS & SOLUTIONS (Statewide)

Award Number: 23150 Contract Period August 27, 2019 – August 26, 2034

Product Line and Systems Matrix

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PT68744 MB	1STAR-NETWORKS LLC 1140 E 92ND BROOKLYN, NY 11203	Federal ID: 271184856 NYS Vendor ID: 1100104305 Contact Information Pricing Information
PT68745 SB	A+ TECHNOLOGY & SECURITY SOLUTIONS INC 1490 NORTH CLINTON AVE BAY SHORE, NY 11706	Federal ID: 113571518 NYS Vendor ID: 1100005450 Contact Information Pricing Information
PT68746 SB	ABSOLUTE CONNECTIONS INCORPORATED 1520 ROUTE 9W WEST PARK, NY 12493	Federal ID: 050566475 NYS Vendor ID: 1100125900 Contact Information Pricing Information
PT68839	ACTURE SOLUTIONS, INC 1462 ERIE BLVD SUITE 207B SCHENECTADY, NY 12305	EXTENSION PENDING
PT68748 SB	ADIRONDACK CABLING INC dba ADIRONDACK SECURITY 3 ROSELL DRIVE BALLSTON LAKE, NY 12019	Federal ID: 141686851 NYS Vendor ID: 1000007019 Contact Information Pricing Information
PT68848	ADT COMMERCIAL LLC 1501 YAMATO RD. BOCA RATON, FL 33431	EXTENSION PENDING
*ADT Commercial LLC is a disregarded entity of The ADT Security Corporation (Parent/Owner). ADT Security Corporation's Employer Identification Number is 45-4517261. The Parent/Owner's Employer Identification Number is used for payment purposes under the Contract. ADT Commercial LLC is the entity who holds Contract PT68848, has obtained and holds the NYS Fire Alarm and Security System Installer License (#12000346320), and is fully responsible for the performance of duties under Contract PT68848. As stated above, it is the Parent/Owner's Employer Identification number that is used for payment purposes under the Contract.		
PT68751 SB	ALARM AND SUPPRESSION INC 331 USHERS RD BALLSTON LAKE, NY 12019	Federal ID: 223287148 NYS Vendor ID: 1000017106 Contact Information Pricing Information
PT68752 SB	ALARM SPECIALISTS INC 333 OLD TARRYTOWN ROAD WHITE PLAINS, NY 10603	Federal ID: 133049123 NYS Vendor ID: 1100128520 Contact Information Pricing Information
PT68754	ALLTECH INTEGRATIONS INC 7463 STATE HIGHWAY 11 POTSDAM, NY 13676	Federal ID: 261710207 NYS Vendor ID: 1100018580 Contact Information Pricing Information
PT68757	ANIXTER INC 2301 PATRIOT BLVD GLENVIEW, IL 60026	EXTENSION PENDING
PT68758 SB MB	ARCO PROTECTION SYSTEMS INC 532 MAIN STREET POUGHKEEPSIE, NY 12601	Federal ID: 743083532 NYS Vendor ID: 1100016668 Contact Information Pricing Information
PT68761 SB	BER-NATIONAL CONTROLS INC 105 ARTERIAL RD. SYRACUSE, NY 13206	Federal ID: 161365817 NYS Vendor ID: 1000008100 Contact Information Pricing Information



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Group 77201 – INTELLIGENT FACILITY AND SECURITY SYSTEMS & SOLUTIONS (Statewide)

Award Number: 23150 Contract Period August 27, 2019 – August 26, 2034

Product Line and Systems Matrix

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PT68765 SB	CARRIER COMMUNICATION CORP MULTI MEDIA COMMUNICATIONS 190 ADAMS AVE HAPPAUGE, NY 11798	Federal ID: 112314408 NYS Vendor ID: 1000005648 Contact Information Pricing Information
PT68769 SB	CERTIFIED MULTI-MEDIA SOLUTIONS LTD 95 TOLEDO STREET FARMINGDALE, NY 11735	EXTENSION PENDING
PT68771	CLEARVIEW DATA SYSTEMS INC 3478 TIMOTHY LANE EAST AURORA, NY 14052	Federal ID: 043435780 NYS Vendor ID: 1000011101 Contact Information Pricing Information
PT68772	COMALLI GROUP INC 7 WESTVIEW RD PITTSFIELD, NY 01201	Federal ID: 042740406 NYS Vendor ID: 1000011057 Contact Information Pricing Information
PT68773	COMFORT SYSTEMS USA (SYRACUSE) D/B/A ABJ FIRE PROTECTION COMPANY 6500 NEW VENTURE GEAR DRIVE EAST SYRACUSE, NY 13057	Federal ID: 160902042 NYS Vendor ID: 1000028421 Contact Information Pricing Information
PT68776 SB	CNC SERVICES OF NY INC 16 JUPITER LANE, SUITE 7 ALBANY, NY 12205	EXTENSION PENDING
PT68777	CONTROL TECHNOLOGIES INC 43-01 22ND STREET SUITE 522 LONG ISLAND CITY, NY 11101	Federal ID: 030306764 NYS Vendor ID: 1000036148 Contact Information Pricing Information
PT68778	CONVERGINT TECHNOLOGIES LLC 14 PETRA LANE ALBANY, NY 12205	EXTENSION PENDING
PT68780	CUSTOM COMPUTER SPECIALISTS LLC 70 SUFFOLK CT HAUPPAUGE, NY 11788	Federal ID: 112497640 NYS Vendor ID: 1000005692 Contact Information Pricing Information
PT68782 SB	DAVIS-ULMER SPRINKLER CO INC 7633 EDGEComb DRIVE LIVERPOOL, NY 13088	EXTENSION PENDING
PT68783	DAY AUTOMATION SYSTEMS INC 7931 RAE BLVD VICTOR, NY 14475	Federal ID: 161576146 NYS Vendor ID: 1000008400 Contact Information Pricing Information
PT68784 SB	DESIGN VIDEO SECURITY SYSTEMS CORP. 100 RING ROAD W SUITE 202 GARDEN CITY, NY 11530	EXTENSION PENDING
PT68786 SB	DIGITAL PROVISIONS INC 3385 VETERANS MEMORIAL HIGHWAY, SUITE E RONKONKOMA, NY 11779	Federal ID: 113553282 NYS Vendor ID: 1100109808 Contact Information Pricing Information



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Group 77201 – INTELLIGENT FACILITY AND SECURITY SYSTEMS & SOLUTIONS (Statewide)

Award Number: 23150 Contract Period August 27, 2019 – August 26, 2034

Product Line and Systems Matrix

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PT68787 SB	DIGITAL SURVEILLANCE SOLUTIONS INC 485 CAYUGA ROAD BUFFALO, NY 14225	Federal ID: 200886315 NYS Vendor ID: 1000008549 Contact Information Pricing Information
PT68788	DOYLE SECURITY SYSTEMS INC 792 CALKINS RD ROCHESTER, NY 14623	Federal ID: 161407240 NYS Vendor ID: 1000008158 Contact Information Pricing Information
PT68789 SB WB MB	DUTCHESS TEL-AUDIO INC 10 STEELE ROAD NEW WINDSOR, NY 12553	Federal ID: 141484744 NYS Vendor ID: 1100036764 Contact Information Pricing Information
PT68791 SB	ECLIPSE NETWORK SOLUTIONS LLC 122 KARNER RD ALBANY, NY 12205	Federal ID: 141829151 NYS Vendor ID: 1000043799 Contact Information Pricing Information
PT68793 SB	ELECTRONIC SYSTEMS SOLUTIONS INC (ESS INC) 250 CLEARBROOK ROAD ELMSFORD, NY 10523	Federal ID: 223477278 NYS Vendor ID: 1000008849 Contact Information Pricing Information
PT68794 SB WB	FES INSTALLATIONS INC 6956 US ROUTE 20 MADISON, NY 13402	Federal ID: 262552055 NYS Vendor ID: 1000040480 Contact Information Pricing Information
PT68795 SB	FIRE, SECURITY & SOUND SYSTEMS INC 4 AVIS DRIVE, SUITE 110 LATHAM, NY 12110	Federal ID: 262774212 NYS Vendor ID: 1000031076 Contact Information Pricing Information
PT68797 SB MB	FRONTLINE SECURITY SOLUTIONS INC 15 SAINT JAMES PL 3G NEW YORK, NY 10038	Federal ID: 223947131 NYS Vendor ID: 1000030630 Contact Information Pricing Information
PT69263 SB WB	GEMBA SECURITY SOLUTIONS LLC 22 SOMERSET LANE WARWICK, NY 10990	Federal ID: 611952877 NYS Vendor ID: 1100243438 Contact Information Pricing Information
PT68801 SB	GM DATA COMMUNICATIONS INC 10 VANDEWATER STREET FARMINGDALE, NY 11735	Federal ID: 202468886 NYS Vendor ID: 1000049148 Contact Information Pricing Information
PT68804 SB	GREAT LAKES BUILDING SYSTEMS INC 116 GRUNER ROAD BUFFALO, NY 14227	Federal ID: 161602109 NYS Vendor ID: 1000016386 Contact Information Pricing Information
PT68805 SB	GREATER NIAGARA MECHANICAL INC 7311 WARD RD NORTH TONAWANDA, NY 14120	Federal ID: 208558602 NYS Vendor ID: 1000030241 Contact Information Pricing Information
PT68806 SB WB	HELLO ALERT 577 BROOK AVENUE DEER PARK, NY 11729	Federal ID: 200368439 NYS Vendor ID: 1000041894 Contact Information Pricing Information
PT68807	HONEYWELL INTERNATIONAL INC dba HONEYWELL BUILDING SOLUTIONS 14 COLUMBIA CIRCLE DRIVE SUITE 101 ALBANY, NY 12203	EXTENSION PENDING



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Group 77201 – INTELLIGENT FACILITY AND SECURITY SYSTEMS & SOLUTIONS (Statewide)

Award Number: 23150 Contract Period August 27, 2019 – August 26, 2034

Product Line and Systems Matrix

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION		CONTRACT SPECIFICS
PT68809	IDEMIA IDENTITY & SECURITY USA LLC 14 CROSBY DRIVE, 2 ND FLOOR BEDFORD, MA 01730	Federal ID: 043320515 NYS Vendor ID: 1100200065	Contact Information Pricing Information
*Idemia Identity & Security USA LLC is a disregarded entity of Morpho USA Inc. Morpho USA Inc.'s Employer Identification Number is 274388807. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Idemia Identity & Security USA LLC is the entity who holds Contract PT68809 and is fully responsible for performance of duties under Contract PT68809.			
PT68810 SB	IDESCO CORPORATION 37 WEST 26 STREET 10TH FL NEW YORK, NY 10010	Federal ID: 130867868 NYS Vendor ID: 1000006068	Contact Information Pricing Information Lot 1 Authorized Dealers
PT68808 SB	I.K. SYSTEMS INC 7625 MAIN ST FISHERS VICTOR, NY 14564	Federal ID: 161326770 NYS Vendor ID: 1100004373	Contact Information Pricing Information
PT68812	INTERVID INC 5340 SPECTRUM DRIVE SUITE I FREDERICK, MD 21703	Federal ID: 521368578 NYS Vendor ID: 1000044914	Contact Information Pricing Information
PT68811	INTELLI-TEC SECURITY SERVICES LLC 150 EILEEN WAY UNIT 2 SYOSSET, NY 11791	EXTENSION PENDING	
PT68813	INTRALOGIC SOLUTIONS LLC 1 CROSSWAYS PARK DRIVE WEST SUITE 200 WOODBURY, NY 11797	EXTENSION PENDING	
PT68814 SB WB	ITG LARSON INC 155 LAFAYETTE AVE WHITE PLAINS, NY 10603	Federal ID: 113395980 NYS Vendor ID: 1100126890	Contact Information Pricing Information
PT68815 SB MB	J FIRE PROTECTION INC dba STAR FIRE PROTECTION CO 224-50 BRADDOCK AVE QUEENS VILLAGE, NY 11428	Federal ID: 201831870 NYS Vendor ID: 1100082145	Contact Information Pricing Information
PT68816	JOHNSON CONTROLS FIRE PROTECTION LP 1399 VISCHER FERRY CRESCENT RD CLIFTON PARK, NY 12065	EXTENSION PENDING	
PT68817	JOHNSON CONTROLS INC 5757 NORTH GREEN BAY AVENUE P O BOX 591 MILWAUKEE, WI 53201	EXTENSION PENDING	
PT68818	JOHNSON CONTROLS SECURITY SOLUTIONS LLC 16 JUPITER LANE SUITE 5 ALBANY, NY 12205	EXTENSION PENDING	



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Group 77201 – INTELLIGENT FACILITY AND SECURITY SYSTEMS & SOLUTIONS (Statewide)

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OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PT68819	KELLEY BROTHERS LLC 317 E BRIGHTON AVENUE SYRACUSE, NY 13205	Federal ID: 150511382 NYS Vendor ID: 1000007335 Contact Information Pricing Information
PT68825	LINSTAR INC 430 LAWRENCE BELL DRIVE BUFFALO, NY 14221	Federal ID: 161559780 NYS Vendor ID: 1000008366 Contact Information Pricing Information
PT68826	LOGICAL CONTROL SOLUTIONS 829 PHILLIPS RD VICTOR, NY 14564	Federal ID: 161475836 NYS Vendor ID: 1100145291 Contact Information Pricing Information
PT68827 SB	LPC INC 7100 NEW HORIZONS BLVD NORTH AMITYVILLE, NY 11701	EXTENSION PENDING
* LPC, Inc. is a disregarded entity of B&G Industries, Ltd. B&G Industries, Ltd.'s Employer Identification Number is 113599104. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. LPC, Inc. is the entity who holds Contract PT68827 and is fully responsible for performance of duties under Contract PT68827.		
PT68831 SB	METROPOLITAN DATA SOLUTIONS MGMT CO INC dba METROPOLITAN DATA SOL 279 CONKLIN STREET FARMINGDALE, NY 11735	Federal ID: 113636486 NYS Vendor ID: 1000006010 Contact Information Pricing Information
PT69233	MINUTEMAN SECURITY TECHNOLOGIES INC 1 CONNECTOR ROAD ANDOVER, MA 01810	EXTENSION PENDING
PT68833	MOTOROLA SOLUTIONS INC 123 TICE BLVD SUITE 202 WOODCLIFF LAKE NJ 07677	Federal ID: 361115800 NYS Vendor ID: 1000031408 Contact Information Pricing Information
PT68835 SB	NATIONAL FIRE & SAFETY SOLUTIONS INC 211 KNICKERBOCKER AVENUE BOHEMIA, NY 11716	EXTENSION PENDING
PT68836 SB	NCD COMMUNICATIONS INC 103 BRIDGE ROAD ISLANDIA, NY 11749	Federal ID: 113363073 NYS Vendor ID: 1000043310 Contact Information Pricing Information
PT68837 SB	NETWORKED EDUCATIONAL TECHNOLOGIES LTD D/B/A CSDNET 874 MONTAUK HIGHWAY BAYPORT, NY 11705	Federal ID: 113410788 NYS Vendor ID: 1100008294 Contact Information Pricing Information
PT70149 SB	OPEN SYSTEMS NORTHEAST INC 1 FAIRCHILD SQUARE SUITE 114 CLIFTON PARK, NY 12065	Federal ID: 923043883 NYS Vendor ID: 1100298480 Contact Information Pricing Information
PT68842 SB	OPEN SYSTEMS METRO NY INC dba OPEN SYSTEMS METRO 258 ROUTE 117 BY-PASS ROAD BEDFORD HILLS, NY 10507	Federal ID: 270159093 NYS Vendor ID: 1100014531 Contact Information Pricing Information



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Product Line and Systems Matrix

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PT68847 SB	PLUGOUT LLC 33 PARK PLACE ENGLEWOOD, NJ 07631	Federal ID: 510493362 NYS Vendor ID: 1100120703 Contact Information Pricing Information
PT68844 SB	PRIORITY CONNECTIONS LLC 6260 SOUTH BAY RD CICERO, NY 13039	Federal ID: 202004508 NYS Vendor ID: 1000016603 Contact Information Pricing Information
PT68849	RESPONSE TECHNOLOGIES, LTD. 9959 CINCINNATI DAYTON ROAD WEST CHESTER, OH 45069	Federal ID: 311711254 NYS Vendor ID: 1100156253 Contact Information Pricing Information
PT68850 SB	RONCO SPECIALIZED SYSTEMS INC 84 GRAND ISLAND BLVD TONAWANDA, NY 14150	Federal ID: 161277982 NYS Vendor ID: 1100007821 Contact Information Pricing Information
PT68855 SB	SCARSDALE SECURITY SYSTEMS INC 132 MONTGOMERY AVE SCARSDALE, NY 10583	Federal ID: 133139173 NYS Vendor ID: 1100009505 Contact Information Pricing Information
PT68856	SCHNEIDER ELECTRIC BUILDINGS AMERICAS INC 210 MEADOWLANDS PARKWAY SUITE D SECAUCUS, NJ 07094	EXTENSION PENDING
PT68857 SB	SECUREWATCH24 LLC D/B/A SW24 ONE PENN PLAZA STE 4000 NEW YORK, NY 10119	Federal ID: 200914683 NYS Vendor ID: 1000044257 Contact Information Pricing Information
PT68859 SB	SECURITY MANAGEMENT SYSTEMS INC 18 INDUSTRIAL PARK DR PORT WASHINGTON, NY 11050	Federal ID: 112477627 NYS Vendor ID: 1000046971 Contact Information Pricing Information
PT68860	SIEMENS INDUSTRY INC 100 TECHNOLOGY DRIVE ALPHARETTA, GA 30005	Federal ID: 132762488 NYS Vendor ID: 1000006213 Contact Information Pricing Information
PT68863	SECURITAS TECHNOLOGY CORPORATION 3800 TABS DRIVE UNIONTOWN, OH 44685	Federal ID: 201044950 NYS Vendor ID: 1000029878 Contact Information Pricing Information
PT68775	SOURCEPASS CONTEMPORARY LLC 515 BROADHOLLOW RD MELVILLE, NY 11747	EXTENSION PENDING
PT68864 SB	STRATAGEM SECURITY INC 2 WESTCHESTER PLAZA ELMSFORD, NY 10523	Federal ID: 132781197 NYS Vendor ID: 1000047038 Contact Information Pricing Information
PT68865 SB	SUFFOLK LOCK & SECURITY PROFESSIONALS INC D/B/A SL SECURITY PROS INC 430 WEST MONTAUK HWY LINDENHURST, NY 11757	Federal ID: 112518978 NYS Vendor ID: 1000024240 Contact Information Pricing Information



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OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PT68866 SB	SYRACUSE TIME & ALARM CO INC 2201 BURNET AVE SYRACUSE, NY 13206	Federal ID: 161184747 NYS Vendor ID: 1000003539 Contact Information Pricing Information
PT68868 SB	TECHNICAL BUILDING SERVICES INC 12E COMMERCE DR BALLSTON SPA, NY 12020	Federal ID: 141625459 NYS Vendor ID: 1000027547 Contact Information Pricing Information
PT68869 SB WB	TECHNICAL SYSTEMS GROUP INC 1799 N CLINTON AVE ROCHESTER, NY 14621	Federal ID: 161189739 NYS Vendor ID: 1000057163 Contact Information Pricing Information
PT68871 SB	TOMEX ELECTRONICS INC 22-62 45TH STREET ASTORIA, NY 11105	Federal ID: 113122941 NYS Vendor ID: 1100128433 Contact Information Pricing Information
PT68873	TRANE U.S. INC dba TRANE 45-18 COURT SQUARE LONG ISLAND CITY, NY 11101	Federal ID: 250900465 NYS Vendor ID: 1000030930 Contact Information Pricing Information
PT68875 SB	TRITECH SECURITY SYSTEMS LLC dba IDESCO SECURITY SYSTEMS 625 LOCUST STREET SUITE 300 GARDEN CITY, NY 11530	EXTENSION PENDING
PT69752 SB	U&S SERVICES, LLC 95 STARK ST TONAWANDA, NY 14150	EXTENSION PENDING
* U&S Services, LLC is a disregarded entity of Stark Holdings America, Inc. (Parent/Owner). Stark Holdings America, Inc.'s Employer Identification Number is 815324510. The Parent/Owner's Employer Identification Number is used for payment purposes under the Contract. U&S Services, LLC is the entity who holds Contract PT69752, has obtained and holds the NYS Fire Alarm and Security System Installer License (#12000364905), and is fully responsible for the performance of duties under Contract PT69752.		
PT68879	UNLIMITED TECHNOLOGY INC 237 WEST 35TH STREET SUITE 801 NEW YORK, NY 10001	EXTENSION PENDING
PT68881 SB	VIRSIG LLC 95 SEAVIEW BLVD SUITE 201 PORT WASHINGTON, NY 11050	Federal ID: 471416020 NYS Vendor ID: 1100138580 Contact Information Pricing Information

Albany County Request for Contract Approval

Contract #	2024-2299
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	
Department	A6772 - Aging
Date Submitted	Monday, September 16, 2024
Contact Person	Dillon, Patrick
Contact Phone	518-447-7733
Vendor Info	Senior Projects of Ravena 9 Bruno Boulevard, Ravena, NY 12143
Estimated Amount	\$23,920.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	The contractor shall provide in home contact and support services to older adults age 60 years and older in Albany County. These services include; friendly visits, shopping assistance, telephone assurance counseling along with light housekeeping, laundry services, bill paying and other essential errands.
Budget Line Item	AA6772 - 44046 -
Fiscal Impact	County: 10.00% State: 0.00% Federal: 90.00%
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
DEPARTMENT FOR AGING
100 HERITAGE LANE
ALBANY, NEW YORK 12211
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board
From: Patrick Dillon, Contract Administrator
Date: September 16, 2024
Re: Request for CAB approval

Program:	In Home Contact and Support
Provider:	Senior Projects of Ravena
Contract Term:	1/1/25– 12/31/25
Contract Amount:	\$23,920.00
Older Adults Served	25-30 older adults per week

This request is for approval to enter into a contract with the said Contractor to ensure the provision of In-Home Contact Support Services for the stated contract term. The Contractor will provide the following services to older adults year and older in Albany County;

- Shopping Assistance – Shopping on behalf of an older person.
- Friendly Visiting – A scheduled visit to an older person to provide socialization, recreation and the opportunity to observe and report the person's condition and circumstances.
- Telephone Reassurance – Regularly schedule telephone contact with an older adult with follow-up as necessary and appropriate.

Home bound or isolated seniors will receive supportive contacts through the friendly home visitor program, assistance in obtaining daily necessities, including food and medicine, through the shopping assistance program, and telephone assurance counseling. These contacts with homebound and isolated individuals also provide opportunities to observe their circumstances and follow up on their well-being.

[illegible]

Albany County Request for Contract Approval

Contract #	2024-2300
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	
Department	A6772 - Aging
Date Submitted	Monday, September 16, 2024
Contact Person	Dillon, Patrick
Contact Phone	518-447-7733
Vendor Info	Legal Aid Society of Northeastern New York 95 Central Avenue, Albany, New York 12206
Estimated Amount	\$59,990.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	The contractor shall provide legal advice, advocacy, counseling and representation to older adults 60 years and older that reside in Albany County. In addition, services include community education and outreach concerning legal issues.
Budget Line Item	AA6772 - 44046 -
Fiscal Impact	County: 10.00% State: 0.00% Federal: 90.00%
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
DEPARTMENT FOR AGING
100 HERITAGE LANE
ALBANY, NEW YORK 12211
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7722
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board
From: Patrick Dillon, Contract Administrator
Date: September 16, 2024
Regarding: Request for CAB approval

Program:	Legal
Provider:	Legal Aid Society of NENY, Inc.
Contract Term:	1/1/25 – 12/31/25
Contract Amount:	\$59,900
Seniors Served	200+

This request is for approval to enter into a contract with the said Contractor to ensure the provision of Legal services for the stated contract term. The Contractor will provide the following services to older adults 60 years and older in Albany County.

The Legal Assistance Program: provides a legal advisor to the older adult population of Albany County, particularly those in greatest economic or social need, low income, minorities and rural elders.

The Legal Aid Society shall provide advice, advocacy, counseling, and representation that ensure priorities and limited resources will provide legal assistance where most needed. Case intake is provided through a combination of monthly on site visits at seven centers throughout the County and daily telephone intake. The Contractor will service an estimated 200+ unduplicated seniors per year and will provide at least three community legal education sessions, reaching at least 75 elders.

The Program provides legal advice and representation on a variety of issues facing elders including; Landlord/Tenant, Bankruptcy/Debt Collection, Wills /Estates, Social Security, and Medicaid.

III-B 2024

LEGAL AID								
Contract Amount:		\$ 59,900.00						
NET		\$ 28,598.00						
Balance of Contract		\$ 31,302.00						
		Income	Legal Services		Gross	Net	Check No.	
Units			855.7					
January			81.2		\$ 5,684.00	\$ 5,684.00		
February			99.4		\$ 6,958.00	\$ 6,958.00		
March			43.2		\$ 3,024.00	\$ 3,024.00		
April			66.6		\$ 4,662.00	\$ 4,662.00		
May		\$ 60.00	52.1		\$ 3,647.00	\$ 3,587.00		
June			66.9		\$ 4,683.00	\$ 4,683.00		
July					\$ -	\$ -		
August					\$ -	\$ -		
September					\$ -	\$ -		
October					\$ -	\$ -		
November					\$ -	\$ -		
December					\$ -	\$ -		
Total Units			409.4					
Total Paid		\$ 60.00	\$ 28,658.00		\$ 28,658.00	\$ 28,598.00		
Unit Balance			446.3					
Subsidy Award			\$ 59,899.00		\$ 59,899.00			
Subsidy Rate			\$ 70.00					
					\$31,302.00			

Albany County Request for Contract Approval

Contract #	2024-2301
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	
Department	A6772 - Aging
Date Submitted	Monday, September 16, 2024
Contact Person	Dillon, Patrick
Contact Phone	518-447-7733
Vendor Info	New York State Wide Senior Action Council, INC. 275 State Street, Albany, NY 12210
Estimated Amount	\$34,160.00
Estimated Term	4/1/2024 to 3/31/2025
Scope of Services	DFA is requesting contract approval with said contractor to provide a Health Insurance Information, Counseling and Assistance Program (HIICAP) to Albany County residents age 60 and older and/or disabled. The contractor shall provide outreach, access, education, and assistance regarding Medicare, NYS EPIC and other insurance programs.
Budget Line Item	AA6772 - 44046 -
Fiscal Impact	County: 0.00% State: 0.00% Federal: 100.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
100 HERITAGE LANE
ALBANY, NEW YORK 12211
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board
From: Patrick Dillon, Contract Administrator
Date: September 16, 2024
Re: Request for CAB approval

Program:	Health Insurance Information, Counseling and
Assistance Program (HIICAP)	
Provider:	Statewide
Contract Term:	4/1/2024– 3/31/2025
Contract Amount:	\$34,160.00

ACDFA is requesting approval to enter into agreement with the said Contractor to ensure the provision of HIICAP services for the stated contract term.

Health Insurance Information, Counseling and Assistance Program offer's outreach, access, education, and assistance to older adults eligible for Medicare and dual eligible Medicare/Medicaid individuals.

Statewide is equipped to provide in-depth, complex counseling and enrollment assistance on Medicare, Medicare Prescription Drug Coverage, and Medicare managed care or Medicare Advantage Plans, EPIC enrollment and coordination with Medicare Prescription Drug coverage, long term care insurance and other health insurance.

100% Federal Funded.

State Wide			
HIICAP (Counseling and Assistance)			
2023-2024	Units	TOTAL Contract (Salary & Fringe)	Check #
TOTAL PROGRAM:	12	\$34,160.00	
April	1	\$ 2,846.67	
May	1	\$ 2,846.67	
June	1	\$ 2,846.67	
July	1	\$ 2,846.67	
August	1	\$ 2,846.67	
Sept	1	\$ 2,846.67	
Oct	1	\$ 2,846.67	
Nov	1	\$ 2,846.67	
December	1	\$ 2,846.67	
January	1	\$ 2,846.67	
February	1	\$ 2,846.67	
March	1	\$ 2,846.63	
Used to-date	12	34,160.00	
Balance	0	\$0.00	
	0%	0%	

Albany County Request for Contract Approval

Contract #	2024-2303
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFP
Department	A6772 - Aging
Date Submitted	Monday, September 16, 2024
Contact Person	Dillon, Patrick
Contact Phone	518-447-7733
Vendor Info	Colonie Senior Service Centers 6 Winners Circle , Colonie, New York 12205
Estimated Amount	\$45,000.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	The contractor shall provide social adult day services (SADS) to eligible older adults 60 years and older. SADS include supervision, monitoring, personal care and a nutritional meal in a protective setting for less than 24 hours.
Budget Line Item	AA6772 - 44046 -
Fiscal Impact	County: 10.00% State: 0.00% Federal: 90.00%
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
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DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board
From: Patrick Dillon, Contract Administrator
Date: September 16, 2024
Regarding: Request for CAB Approval

Contractor:	Colonie Senior Services Center
Contract Term:	1/1/2025 - 12/31/2025
Contract Amount:	\$45,000.00
Funding Source	90% Federal, 10% - County

The Department for Aging (DFA) requests legislative approval to enter into a new contract with Colonie Senior Service Centers, to provide Social Adult Day Services to older adults in Albany County that meet specific criteria as required by Albany County and NYSOFA.

A Request for Proposal No. 2024-081 was issued on June 13, 2024. There were two (2) proposals submitted, evaluated and rated by the department scoring committee.

After reviewing the proposals and rating scores the Social Adult Day Service proposals were awarded as follows;

1. Life Path Awarded - \$143,000.00
2. Colonie Senior Service Centers; Awarded - \$45,000.00

Colonie Senior Service Centers shall provide 5000 hours of social adult day services to older adults at their Bright Horizons and King Thiel II locations that include structured, comprehensive programing that provides functionally – impaired older adults with components including socialization, supervision, monitoring, personal care and nutrition provided in a protective setting during the day that is less than a 24-hour period.

Social Adult Day Services

Life Path

CSSC

RFP #2024-081: Social Adult Day Services

Primary Criteria	Weight	Rev. 1	Rev. 2	Rev. 3	Rev. 4	Rev. 1	Rev. 2	Rev. 3	Rev. 4
Proposer's comprehension of the required work, scope of service.	40%	0.80	2.00	1.60	1.60	1.20	2.00	1.60	1.60
Professional qualifications, staffing, equipment and demonstrated capabilities	20%	0.40	1.00	1.00	1.00	0.40	1.00	1.00	1.00
Professional qualifications and prior experience in similar projects	25%	0.25	1.25	1.00	1.00	1.00	1.25	1.00	1.25
Total Proposed Budget	15%	0.30	0.75	0.60	0.60	0.60	0.45	0.60	0.60
	Total	1.75	5.00	4.20	3.95	3.20	4.70	4.20	4.45

Proposer

Life Path

CSSC

3.725

4.137



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: Debra Riitano, Commissioner
Department for Aging

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: August 14, 2024

RE: RFP#2024-081 Social Adult Day Services

I am in receipt of your recommendation to award the aforementioned to Life Path in the amount of \$143,000 and to Colonie Senior Service Centers in the amount of \$45,000.

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 Life Path and Colonie Senior Service Centers.

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

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

DEPARTMENT FOR AGING



INSERT RFP# 2024-081

**SOCIAL ADULT DAY SERVICES FOR ELIGIBLE OLDER
ADULTS AGE 60+ IN ALBANY COUNTY**

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

SECTION 4: SCOPE OF SERVICES

- 4.1 The Successful Proposer shall abide by all pertinent provisions of law, including but not limited to the Federal Older Americans Act, Article 15 of the New York State Executive Law, the Federal Social Security Act. And all other rules regulations or requirements imposed or issued by the New York State Office for Aging, including those requirements set forth in the Standard Clauses for ACDFA, (EXHIBIT "A"), and Standard Assurances.
- 4.2 The Proposer shall illustrate and explain its intentions on how they will provide day care services in accordance with the contract service and unit cost schedule. A "Billing Unit" is considered to be one hour of service provided per client. Services shall be defined as structured, comprehensive programming that provides functionally impaired older adults 60+ with components including socialization, supervision, monitoring, personal care and nutrition² provided in a protective setting during any part of the day, but for less than a 24-hour period. In providing services under this Agreement, the Successful Proposer shall refer

² Nutrition is defined as "providing nutritious meals for participants who are attending the program at normal meal times and includes offering snacks and liquids for all participants at appropriate times"

to and abide by those conditions, which may be imposed upon it by the New York State Office for the Aging Program Instruction Memorandum No. 15-PI-02, (EXHIBIT "B").

- 4.3 The Proposer shall illustrate and explain how they will ensure each participant shall receive services only in accordance with an individualized written service plan which has been developed by the program staff in conjunction with the participant and, if applicable, the participant's authorized representative. To the extent possible if applicable, the plan shall be developed in consultation with the participant's informal caregiver(s). A service plan shall be developed no later than 30 days after a participant's admission to the program and reviewed and updated as changes dictate or at least once annually. The service plan shall be based on the assessment and shall be consistent with the needs of the participant. To the maximum extent possible, each service plan shall seek to attain and maintain the highest practicable physical, mental, and psychosocial welfare of the participant, including an optimal capacity for independence and self-care. The service plan shall also encourage the participant to use his/her existing capacities, develop new capacities and interest and compensate for existing or developing impairments in capacity. The service plan shall specify the individual participant outcomes expected from the provision of social adult day care services.

SERVICES AND ADMINISTRATIVE STANDARDS

The Successful Proposer shall adhere to all New York State Office for Aging Rules and Regulations, Official Compilation of Codes, Section 6654.20 Social Adult Day Services:

a) Service Standards

- Participant Eligibility; A social adult day care program shall serve only individuals who are functionally impaired and will benefit from participation in the program.
- Admission and Discharge; The program shall serve only individuals whose social adult day care needs can be met and managed by the program.
- The program shall admit an individual only after an MDS Compass Assessment has been completed by the NY Connects Intake Staff and the individual's functional capacities and impairments have been evaluated.
- For older adults age 60+ receiving multiple ACDFA funded services, Successful Proposer will explain how they will work with other ACDFA contracted providers on how MDS assessments will be coordinated and seamless for the individual.
- The program shall discharge and, if appropriate, assist in making other arrangements for a participant who can no longer be safely or adequately served by the program.

b) Service Plan

- Each participant shall receive services only in accordance with an individualized written care plan/service plan, which has been developed by the program staff in conjunction with the participant, and, if applicable, the participant's authorized representative. To the extent possible if applicable, the plan shall be developed in consultation with the participant's informal caregiver(s).
- A care plan/service plan shall be developed no later than 30 days after a participant's Admission to the program, reviewed, and updated as changes dictate or at least once annually.

- The service plan shall be based on the assessment and shall be consistent with the needs of the participant.
 - To the maximum extent possible, each care plan/service plan shall seek to attain and maintain the highest practicable physical, mental, and psychosocial welfare of the participant, including an optimal capacity for independence and self-care. The care plan/service plan shall also encourage the participant to use his/her existing capacities, develop new capacities and interest and compensate for existing or developing impairments in capacity.
 - The service plan shall specify the individual participant outcomes expected from the provision of social adult day care services.
 - For older adults age 60+ receiving multiple ACDFA funded services, Proposer will explain how they will work with other ACDFA contracted providers on the development of a coordinated, seamless care plan, and service plan for the individual.
- 4.4 The Successful Proposer shall make targeted outreach with attention to; low income, low-income minority individuals, and older adults residing in rural areas, older adults with greatest economic need, older adults with limited English proficiency, older individuals who are frail or with severe disabilities older adults with Alzheimer's Disease, or related disorders with neurological and organic brain dysfunction and the caretakers of such individuals to insure that the most critical needs of the targeted population are met. The Successful Proposer shall target and prioritize services to older adult clients in compliance with NYSOFA targeting program instruction 12-PI-08, 13-TAM-01, (EXHIBIT "C").
- 4.5 In providing services, the Successful Proposer shall not charge any fee or require any contribution for participation in any activities or programs it provides to older adult residents of Albany County, the Successful Proposer shall:
- a) Adhere to the guidelines set forth in 18-PI-17, (EXHIBIT "D")
- The contribution policy shall be explained to all individuals inquiring about the program or service. No client will be denied services for an inability or unwillingness to make a contribution. The Successful Proposer shall not charge any fee or require any contribution for programs covered by funding from ACDFA. Protect the privacy of each older adult regarding contributions;
 - Establish a procedure to safeguard and account for all contributions. Said procedure shall be approved in advance by the Department for Aging;
 - Use all contributions to expand services of the program. The Successful Proposer shall clearly illustrate how the contributions were used for expansion; and
 - Not deny services to or discriminate against any older adult in the delivery of service because the older adult did not contribute;
- 4.6 All program facilities utilized by the Proposer in the delivery of services pursuant to this Agreement are to be open to authorized personnel from the United States government, New York State and Albany County Department for Aging, for the purposes of observation and monitoring contract and program, fiscal operations. The Proposer shall be monitored to ensure they are performing in accordance with requirements of federal, state, and local laws, regulations and guidance documents (including ACL and NYSOFA Program Instructions,

Technical Assistance Memoranda, and Information Memoranda) and this Plan. Additionally, the Proposer shall be monitored to ensure they perform and make expenditures only for authorized items of expense contained in approved budgets. A written report of all inspections will be kept at the Albany County Department for Aging with a copy provided to the Proposer. Any defects or faults found are to be corrected within 24 hours. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.

- 4.7 The Successful Proposer shall conduct an Annual Self-Monitoring and Self-Certification Process as outlined at <https://aging.ny.gov/SADS/Index.cfm>. This self-certification process does not negate the requirement of the SADS programs funded by NYSOFA and the AAA to be subject to an on-site monitoring and/or annual evaluation visit by either NYSOFA or the AAA.
- 4.8 All persons providing services under this Agreement shall be of stable personality and high moral character. All employees and volunteers providing services under this agreement shall at all times be courteous and helpful to each client under their care as well as caregivers or aides of these older adults. The Successful Proposer shall adequately screen all agents or employees involved in the delivery of services under this Agreement to avoid or minimize risks to older adults participating in the program. The Successful Proposer shall ensure that all such agents and employees are competent, conscientious and law-abiding and that each volunteer and employee sign a Confidentiality and Disclosure form, (EXHIBIT "E")
 - a) Confidentiality Policy: The Successful Proposer must have a written policy and procedures for all staff and volunteers which protects the confidentiality and limit the access to the client's information. Confidentiality is to be guaranteed for all clients receiving services funded by the US Department of Health and Human Services-Administration on Community Living (ACL), NYSOFA and Albany County. No information may be disclosed that identifies the person or his or her legal representatives unless disclosure is agreed to through written signed informed consent and confidentiality forms, or is required by court order, or by program monitoring by authorized staff from New York State Office for Aging or ACDFA. This includes obtaining the informed consent of an individual for the purpose of disclosing personal information to service providers for refer or any other purpose. In addition, other laws governing consent to capture, share, and disclose client information may apply generally to all individuals or to specific population groups, (EXHIBIT "F").
- 4.9 The Successful Proposer shall coordinate referrals they have received for the provision of services with the County, the New York State Office for Aging and other designated agencies. The Successful Proposer also agrees to accept referrals for funded services pursuant to this Agreement from the County. If the Successful Proposer determines that services requested as part of such referral cannot be provided by the Successful Proposer, a written report of why such services cannot be provided shall be forwarded to the County in a timely fashion.

- 4.10 The Successful Proposer shall render all services in a timely manner to protect the interest and rights of the County to the fullest extent reasonably possible.
- 4.11 The Successful Proposer shall not use any funds allocated under this Agreement for profit making activities.
- 4.12 For the purposes of informing the Albany County Caregivers about the programs, the Successful Proposer shall perform outreach through press releases, distribution of brochures and/or flyers throughout Albany County.
- 4.13 The Successful Proposer shall give recognition to the Administration for Community Living, New York State Office for Aging and the Albany County Department for Aging in any promotional materials or media use.
- 4.14 The Successful Proposer shall offer voter registration forms to persons upon an initial application for services, and with each renewal, recertification, or change of address for relating to such services, (EXHIBIT "G").
- a) The Successful Proposer shall assist applicants the same way the applicant would be provided assistance in completing any agency forms.
 - b) The Successful Proposer will forward any forms received to the appropriate Board of Elections within ten (10) days of acceptance of a form.
- 4.15 Comply with all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government. And the Successful Proposer shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.
- 4.16 Program Reporting and Claim Forms (EXHIBIT "H") shall be submitted monthly to the Department's Fiscal Director by the 10th day of the following month. Monthly forms and reports consist of the following:
- a) Claim forms shall include an itemized breakdown of units of service and cost per unit. All contributions collected during the month for the service shall be reported on the claim form and subtracted from the gross amount of the claim. Vouchers will be paid on the net (services x units = gross less contributions = net) amount. A claim will not be processed for payment if the units entered into the Statewide Data Collection system (Peer Place) do not match the units billed. No claims for payment will be paid in the absence of satisfactory monthly reports
 - b) Data Collection, Eligibility and Authorization: The Successful Proposer shall serve only individuals whose social adult day care needs can be met and managed by the adult day care program. The program shall screen clients for eligibility using the Eligibility Screening Form (EXHIBIT "I"). The program shall follow the social adult day protocols

in making referrals enrolling and discharging the clients, (EXHIBIT "J"). The program shall admit an individual only after an MDS Compass Assessment has been completed by the NY Connects Intake Staff and the individual's functional capacities and impairments have been evaluated. The program shall discharge and, if appropriate, assist in making other arrangements for a participant who can no longer be safely or adequately served by the program.

- c) Program Surveys and Performance Targets: In order to assess client satisfaction, the client shall receive the Social Adult Day Services Client Survey, (EXHIBIT "K") at the end of the service or at a minimum annually. Returned surveys shall be tabulated on the Outcomes and Performance Target Report Form, (EXHIBIT "L") and sent in with the monthly claim form.
- 4.17 Complete and proper accounting records shall be maintained by the Successful Proposer, which shall clearly identify the costs of the work, performed under this Agreement. Upon County request, such records shall be subject to periodic and final audit by the County. Any attempt to delay the County's audit of program records shall constitute a breach of contract, and shall entitle the County to the remedies set forth in Article 3 of Schedule A, as well as all other remedies for breach of contract and/or fiduciary duty available in law or equity. All program records shall be accessible to the County, the New York State Office of Aging, and the New York State Comptroller for a period of six (6) years following the date of final payment by the County to the Successful Proposer for the performance of the work contemplated herein. The Successful Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and/or other facilities upon request.
- 4.18 Upon termination of this Agreement, the Successful Proposer shall make a full and final accounting of all State, Federal and County funds expended under this agreement. This final accounting shall be submitted within thirty (30) days after termination, the County will reserve the right to make final disposition of all equipment, materials and supplies approved for purchase pursuant thereto.
- 4.19 Each proposal must clearly illustrate and explain its intentions on how the funding requested will provide Social Adult Day Services to older adults age 60+ in Albany County. The proposals must clearly illustrate the geographic area(s) to be served, the number of older adults age 60+ intended to benefit from the proposed program and all pertinent terms of the proposed program. Provide a listing showing the proposed program locations including the program days and times of operation.
- 4.20 Proposals must explain in reasonable detail how the nutritional requirement will be addressed.
- 4.21 The only optional service that will be considered under this RFP is transportation. If transportation is included in the proposal, clearly identify type and number of older adults age 60+ to be served. The unit of measure to be used is each "one way" trip per client.

- 4.22 The proposal must clearly present how services proposed will be implemented,, how outreach and education will occur, how you will meet the data collection and reporting requirements and how the program will be evaluated for success.
- 4.23 Albany County strongly urges its proposer(s) to examine methods that will foster collaboration and coordination among agencies in a manner that will provide services in a most efficient manner.
- 4.24 Proposals must include a detailed timeline and schedule for completion of all aspects of proposals for expansion or, in the case of a new program, start up. Proposers of new programs must demonstrate how services will be implemented within 30 days from the start of the contract.
- 4.25 In the event of a breach by a successful proposer, the successful proposer 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 Proposer to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute Proposer.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be approximately from January 1, 2025 – December 31, 2025
- 5.2 At the end of the initial one year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.
- 5.3 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

- 6.1 Submit a cost proposal in the following form:
- Cost per one hour of adult day care
 - Cost per transportation one way trip
- 6.2 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 for Aging. Proposals shall be evaluated based upon the following:

Albany County Request for Contract Approval

Contract #	2024-2387
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFQ
Department	A6772 - Aging
Date Submitted	Tuesday, October 8, 2024
Contact Person	Dillon, Patrick
Contact Phone	518-447-7733
Vendor Info	Jewish Family Services of Northeastern New York 184 Washington Avenue Ext., Albany, New York 12203
Estimated Amount	\$49,875.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	The Department for Aging (DFA) requests approval to enter into a new contract with Jewish Family Services, to provide kosher home delivered meal services to older adults in Albany County age 60 years and older.
Budget Line Item	AA6772 - 44453 -
Fiscal Impact	County: 0.00% State: 40.80% Federal: 59.20%
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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
100 HERITAGE LANE
ALBANY, NEW YORK 12211
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WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board
From: Patrick Dillon, Contract Administrator
Date: October 8, 2024
Regarding: Request for CAB Approval

Contractor – Jewish Family Services
Contract Amount – \$ 49,875.00
Contract Term – 1/1/2025 – 12/31/2025
Funding Source – 59.20% - Federal, 40.80% - State

The Department for Aging (DFA) requests approval to enter into a new contract with Jewish Family Services, to provide kosher home delivered meal services to older adults in Albany County and meet specific criteria as required by Albany County and NYSOFA. Jewish Family Services shall provide kosher home delivered meals to older adults and deliver 3990 meals.

A Request for Quote No. 2024-121 issued on September 13, 2024 requesting a quote for kosher home delivered meal services. One (1) quote / proposal was submitted and evaluated using the following criteria:

- Full demonstrated comprehension of the Scope of Services; including but not limited to; Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition standards.

- Prior experience and/or equivalent training with quantity food production and service projects
- Professional qualifications, staffing, equipment, and demonstrated capabilities.
- Total proposed price.

After evaluating the proposal it was determined that Jewish Family Services meet the requirements of the RFQ.

SECTION 4: SCOPE OF SERVICES:

4.1 Nutritional Content Requirements

- a) The Proposer shall abide by all pertinent provisions of law, including but not limited to the Federal Older Americans Act, Article 15 of the New York State Executive Law, the Federal Social Security Act. The Proposer shall abide by all other rules regulations or requirements imposed or issued by the New York State Office for Aging, including those requirements set forth in the Standard Clauses for AC DFA, (EXHIBIT "A"), and Standard Assurances (EXHIBIT "A"). The Proposer shall demonstrate knowledge of the Nutrition Program Standards 19-P1-26 (EXHIBIT "B"), Title III-C2 funding for the home delivered meal (HDM) program and current U.S. Department of Health and Human Services, USDA regulations.
- b) The Proposer shall plan, prepare and serve all meals according to the Nutrition Program Standards through the issuance of New York State Office for Aging Program Instructions (PIs) and Technical Assistance Memorandums (TAMs), and adhere to the daily Dietary Reference Intake (DRI) / Recommended Daily Allowance (RDA) and the current Dietary Guidelines for Americans. Compliance with all nutritional guidelines shall be routinely monitored by the regulatory agencies.
- c) The Proposer:
 - Agrees to provide nutritious and balanced meals to all clients according to the approved menu.
Note: No special medical, therapeutic and/or modified consistency diets are offered through the AC DFA meal program.
 - Agrees to produce attractive, palatable and satisfying meals with consideration given to participant and volunteer comments and AC DFA Dietitian evaluations.

d) The Proposer shall prepare and provide meals that meet a minimum of one-third (1/3) for one meal and two-thirds (2/3) for two meals of the required daily DRI/RDA. Older adults have specific nutritional needs and should include nutritious, flavorful, and culturally appropriate meals. The Proposer shall submit menus and prepare meals that use a variety of nutrient-dense foods and beverages while choosing foods that limit the intake of saturated fats, have no trans-fats and have little added sugars and salt. Meals shall be planned to keep total fat intake between 20-35 percent of calories, with most fats coming from sources of polyunsaturated and mono-unsaturated fatty acids. Less than 10 percent of calories shall be from saturated fat. Meals shall be prepared with little salt and with a goal of 500-800 mg of sodium per meal. It shall be necessary to utilize some low or lower sodium ingredients to achieve this requirement. Food and beverages in this regular meal shall be prepared with little to no added sugars and emphasis shall be given to fiber- rich fruits, whole grains, vegetables and fat free or low-fat dairy products (see page 25 of NYSOFA 19-PI-26, EXHIBIT "B").

f) Meal components, as listed below shall be included, as part of the meal served:

1. Three (3) ounces edible protein, i.e. chicken, beef, pork, fish, cheese, etc. Casseroles shall be eight (8) ounce portions of which three (3) shall be protein.
2. Three (3) servings of vegetable and/or fruit, which shall include:
 - One half (½) cup cooked or raw vegetables.
 - One half (½) cup fruit or four (4) ounces of 100% juice.
 - One (1) cup large berries, melon or salad greens.
3. Two (2) serving of grain, with at least one (1) ounce whole grain, all others shall be enriched grain.
4. One to Two (1-2) teaspoon oil/fortified margarine spread or butter.
5. Eight (8) ounces of fat free or low fat, or 1 serving of dairy and/or vitamin D fortified 100% fruit juice, see page 24 of NYSOFA 19-PI-26.
6. One-half (½) cup of dessert.

g) The Proposer shall procure all food and supplies as required in the preparation of meals in accordance with the standardized recipes and menus as approved by the ACDFA Registered Dietitian (RD).

Please Note: Omission of any components of the approved menu constitutes a violation of the Menu Policy. Meal reimbursement shall be denied if any part of the meal is omitted. Substitutions require prior approval by the ACDFA Registered Dietitian at least 2 days in advance of the meal service. Substitutions should be a comparable food item of the same food group.

4.2 Targeting

The Proposer shall make targeted outreach with attention to; low income, low-income minority individuals including Native American, and older adults residing in rural areas, older adults with greatest economic need, older adults with limited English proficiency, older individuals who are frail or with severe disabilities older adults with Alzheimer's Disease, or related disorders with neurological and organic brain dysfunction and the caretakers of such individuals to insure that the

most critical needs of the targeted population are met. The Proposer shall target and prioritize services to older adult clients in compliance with NYSOFA targeting program instruction 12-PI-08, 13-TAM-01, (EXHIBIT "C").

4.3 Menu Policy, Meals Preparation and Service

- a) The Proposer shall have on its staff a qualified individual responsible for the overall site operation, who shall be expected to work closely with the ACDFA Registered Dietitian (RD).
 - b) The Proposer will follow the ACDFA Menu Development policy (EXHIBIT "D"). All cycle menus shall be submitted for nutritional analysis and approval at least three (3) weeks in advance of implementation. The ACDFA RD will work collaboratively with the Proposer(s) during the menu review and approval process. Proposers shall keep copies of the approved sample menus on file for one year from the implementation date.
 - c) Special Religious and Cultural meals shall be required as part of the Menu Policy and menus shall be submitted for approval by the ACDFA RD prior to serving.
 - d) The ACDFA RD assumes all menu items are prepared from scratch vs. prepackaged. If menu items are pre-prepared, processed, cured and/or canned, nutrition labels for those items shall be noted as such and submitted with the menu for analysis. If during a menu cycle or at any time during food purchasing a distributor changes a product the Proposer shall submit the nutritional facts and ingredient label to ACDFA RD for review and approval.
 - e) All menu items with more than one ingredient shall have a quantity standardized recipe. Proposers will be required to use the standardized recipes available through the ACDFA Share Point Recipe Program. (EXHIBIT "E").
 - f) Due to availability and fluctuating costs of food items on a pre-set menu, the Proposer shall sometimes require an occasional substitution. Changes in the approved menu shall be considered only with prior approval from the ACDFA RD and kept to an absolute minimum.
 - g) Failure to comply with the Menu Policy shall be considered a violation of contract requirements.
- Non-compliant meals shall be denied and as such reimbursement for said meals shall not be considered.
- h) The Proposer shall develop a procedure for dating all Hot, Cold and Frozen HDMs with the actual date the meal was prepared in a 12 font or greater, (EXHIBIT "F").
 - i) The Proposer shall be responsible to provide each client with at least (2) two shelf stable meals for use during emergency situations. Proposer shall provide the pre-approved shelf stable meals from the pre-approved shelf stable meal vendor. Deviations without prior written authorization (EXHIBIT "G").

4.4 Kitchen Facilities

- a) The Proposer shall have NYSOFA approval for the operation of any contracted or directly operated nutrition site, satellite site, central kitchen or facility which prepares, packages or serves meals using NYSOFA administered funding. Operation permits are kept on file at the ACDFA for NYSOFA review.
- b) The Proposer shall meet requirements for food handling, preparation and service and comply with the New York State Sanitary Code, subpart 14-1. In addition, facilities used for meal preparation and the delivery of meals shall meet all fire and safety regulations as denoted and described in Nutrition Program Standards, (EXHIBIT "B"). The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFA staff. Copies must be made available to ACDFA upon request.
- c) The Proposer shall be contractually required to maintain operations at proposed sites until written permission to discontinue service is obtained from the ACDFA or the term of the Agreement ends.

4.5 Staff, Supervision and Training

- a) The operation of the nutrition program should be overseen by a qualified and responsible supervisory designee, who shall have a thorough knowledge of: supervising and directing the work of others; an ability to plan; a good knowledge of Albany County roadways and topography regarding the local weather expectations throughout the year; food service delivery, particularly as they relate to meal delivery service for elderly persons; a knowledge of community agencies; facilities and services that may be utilized to help the elderly.
- b) The Proposer shall be responsible for:
 - Implementing staff and volunteer orientation.
 - Coordinating "Staff and Volunteer Training" (EXHIBIT "H")
 - Ensuring compliance with all ACDFA rules and regulations.
 - Contacting the Albany County Home Delivered Meal Assessment Unit, (hereinafter called the "Unit") to report any changes or issues as they relate to the HDM client.
- c) Proposer shall furnish the employees and/or volunteers needed for full implementation and operation of the program.
- d) In order to control the operation of the nutrition program the Proposer shall have personnel policies and procedures and job descriptions for all staff and volunteers.
- e) All staff and volunteers shall be warm and welcoming and treat clients with dignity and respect. Staff and volunteers shall be neat, clean and properly dressed.

- f) All staff shall be aware of the physical and social needs of the older adults. The Proposer will be required to provide training and follow the ACDFA protocol (EXHIBIT "H" and "I") especially for emergency situations. Staff and volunteers who note any adverse changes in the client(s) condition or circumstances are required to report to ACDFA or Unit.
- g) All persons providing services under this Agreement shall be of stable personality and high moral character. All employees and volunteers providing services under this agreement shall at all times be courteous and helpful to each client under their care as well as caregivers or aides of these older adults. The Proposer shall adequately screen all agents or employees involved in the delivery of services under this Agreement to avoid or minimize risks to older adults participating in the program. The Proposer shall ensure that all such agents and employees are competent, conscientious and law-abiding and that each employee sign a Confidentiality and Disclosure form, (EXHIBIT "J").

4.6 Food Service Practice Compliance

- a) The Proposer shall comply with the New York State Sanitary Code, subpart 14-1 and local health and sanitation regulations. The older population is a high-risk population and are at greater risk for foodborne illness. The Proposer shall ensure proper handling of potentially hazardous foods at each stage of food handling, preparation and delivery. Time-temperature testing shall be conducted using an approved food grade thermometer. Time-temperatures will be monitored and recorded according to ACDFA policy and procedure. The Proposer shall ensure that all time and temperature regulations are followed, (EXHIBIT "K").
- b) Handling of potentially hazardous foods required by regulations include:
 - Reaching internal temperature of cooked foods according to regulations and
 - maintain holding temperatures of hot foods at minimum temperature of 140 degrees Fahrenheit.
 - Keeping cold foods at or below 45 degrees Fahrenheit, (see page 14; NYSOFA 19-PI-26).
 - Maintain frozen foods at or below 0 degrees Fahrenheit.
- c) Potentially hazardous foods will be held at the respective temperatures during transportation and holding prior to service. Hot foods shall not be held longer than two (2) hours after the completion of cooking.
- d) The Proposer shall have a policy and procedure for HDM including monitoring of transport vehicles for regular maintenance and cleanliness, appropriate equipment for storage of hot, cold and/or frozen foods as applicable and as specified in New York State and Albany County Department of Health Codes. Hot foods shall be packed separately from cold and frozen food items. The Proposer shall have a written contingency plan of resolution in the event the above standards are not met. The Proposer will notify the ADCFA within a reasonable time frame to report any issues with non-compliance with time and temperatures including corrective action.

- e) Completed "Time and Temperature Logs" and "End of Route Time and Temperature Logs" must be submitted to ACDFA monthly as directed in the policy and procedures. (EXHIBIT "K" and "L").

4.7 Albany County Home Delivered Meal Assessment Unit

- a) The Proposer shall demonstrate the ability to initiate service to new HDM clients within three (3) business days of being notified by the Unit through the Statewide Client Data System. When new HDM client service is initiated the Proposer shall ensure that all scheduled meals are delivered. The Unit will provide HDM meal program orientation to the client as provided by the ACDFA, (EXHIBIT "M") including the "Guidelines and Handling Instructions for HDM, (EXHIBIT "F").
- b) Proposer shall receive updates regarding the individualized instructional changes from the Unit through the Statewide Client Data System; as warranted. The Unit shall advise the Proposer with all specific client instructions that shall clearly indicate:
- The number of meals that a client shall receive each day of the week.
 - The type of meal or meal combinations to be delivered to each client.
 - Any client specific instructions for meal delivery, client monitoring, meal-set up and or meal storage.
 - Changes to client centered HDM instructions shall be incorporated into the meal delivery service within 3 business days of Proposer notification.
- c) All substantive changes in the condition of a client should be communicated to the Unit immediately. The Unit shall handle centralized intake/assessment & case management and document in the Statewide Client Data System. The Proposer shall respond to questions about specific deliveries, meal cancellations and undelivered meals. Reports should be made to the Unit via the Statewide Client Data System. Emergency response situations shall be handled by the entity first becoming aware of the emergency. For example, the person delivering the meal would call 911 in an emergency. If there is an emergency situation, the Proposer shall contact the Unit by telephone for immediate communication. The Unit shall conduct appropriate follow-up. Non-Emergency information identified at time of meal delivery shall be forwarded to the Unit, (Attachment "I"). It is expected that the Proposer, the Unit and ACDFA shall work together collaboratively.
- d) A standard of reasonable care is expected of the Proposers in all aspects of the notification process. This determination shall include an evaluation of all the pertinent circumstances concerning the change in client condition. In the event that there are substantive changes in the condition of a client, the ACDFA and Unit shall determine whether notification was submitted in a timely manner.
- e) The following steps shall be taken by the Unit to initiate assessments, provisions of meals and sharing report information:

- All individuals interested in receiving Albany County Home Delivered Meals, and community organizations making referrals shall contact the Unit intake line at (518) 447-7177.
 - The Unit shall conduct an initial eligibility screen and follow up to complete an Assessment.
 - All meal authorization/change of service notices shall originate from the Unit and be sent to the Proposer through the Statewide Client Data System
 - The Unit is required to follow the informed client consent process, which will allow client info sharing with Proposer. With client consent, the Proposer can see the Assessment information within the Statewide Client Data System.
 - Additional meal requests (provision of more meals per week than stipulated in the care plan) are authorized solely by the Unit. The Unit shall issue a revised authorization to the Proposer, through the Statewide Client Data System.
 - The ACDFA RD can authorize a change with a client's meal service after a formal nutrition assessment. The ACDFA RD will notify the Unit of a suggested meal delivery change.
 - The Unit and Proposer shall report on a daily basis, permanent cancellations resulting from hospitalization, nursing home placement, moving from the area, etc. through the Statewide Client Data System.
 - The Proposers shall handle basic client issues such as not answering the door to receive the meal. The Unit shall be available during normal business to consult on any given particular client issue, (EXHIBIT "N").
- f) The Proposer shall provide emergency meal delivery for new clients that have been determined by the Unit to be in need of emergency meals. The emergency meals shall be initiated either the day the referral was received, or the following day, depending upon the time of day the referral was sent. Circumstance for delayed emergency delivery would include after business hours. The Proposer shall be notified through the Statewide Client Data System as soon as the referral has been confirmed by the Unit. The Unit shall then contact the Proposer by phone to confirm the emergency meal delivery request has been received and is being implemented. The Proposer shall provide the ACDFA Guidelines and Handling Instructions for HDM with the start-up emergency meals (EXHIBIT "F").

4.8 HDM Delivery, Drivers, Vehicles

- a) It is the responsibility of the Proposer to provide delivery vehicles for the home delivered meal service. The Proposer shall be responsible for all cost of the vehicles including the cost of fuel, and are properly licensed, insured and maintained. Vehicles shall be properly identified with decals or signs. All drivers shall hold a current clean New York State driver's license.
- b) The Proposer's paid and volunteer delivery staff shall be trained upon beginning their position and annually using the ACDFA Meal Delivery Training Program (EXHIBIT "I").

The Proposer should use the training materials provided by the ACDFA. Each employee and/or volunteer should sign the last sheet of the training program that states that he or she shall adhere to the guidelines. The Proposer shall keep a copy of the signature sheet on file with personnel records.

- c) The Proposer shall insure that fully trained supervisory staff shall instruct and train the delivery drivers.
- d) The Proposer shall supervise and monitor the delivery of meals to clients.
- e) All paid and volunteer delivery staff shall wear appropriate attire; maintaining a neat & clean appearance.
- f) The Proposer shall provide drivers on each route cell phones or 2-Way radios to be used in the event of an emergency. Proposer shall have the base station manned during delivery times with written defined responses to driver situations.
- g) Delivery vehicles shall be equipped with locked boxes and opaque envelopes to accept client confidential contributions. Monetary contributions shall be secured during the delivery route. Drivers will be responsible to return the lock box to the designated staff. Drivers/deliverers shall not solicit nor accept monetary tips or other gifts from the client or family members. Any money given to the delivery staff should be considered program income and handled according to the Program Instructions, (EXHIBIT "O").
- h) Meal delivery routes are scheduled according to cluster client locations. The delivery times should not exceed the two-hour time frame of meal pack time. Every effort will be taken to schedule client meal delivery within the same time frame each day. Depending on the meal census and delivery routes, adjustments will need to be made to ensure delivery times are within the two-hour time frame. When a holiday falls on a regular delivery day, the Proposer shall deliver meals the previous business day. Weekend meals are delivered as follows, Saturday frozen entrée delivered on Thursday, and Sunday frozen entrée delivered on Friday. The Proposer will have a procedure to track new client meals and/or hold/cancellations of meals.
- i) During the daily contact with the client the HDM delivery staff and volunteers shall be properly trained to detect observe and report changes in the older adult's condition, or environment as required under emergency reporting protocols and procedures.
- j) If a client is not home, the driver/deliverer will attach a door hanger to notify the client they were there to deliver the meal. Then the driver/deliverer is to follow protocol. When a client is not home to receive a meal, the driver/deliverer shall indicate "Not Home" on the route sheet. (EXHIBIT "H", EXHIBIT "I").
- k) The Proposer shall train delivery staff and volunteers to contact their immediate supervisor if any unusual circumstances (i.e. client is not answering the door, an

accumulation of uneaten meals, and/or apparent deterioration in the clients' physical, mental or environmental conditions) or contact 911 if the delivery person deems that the client is in need of emergency services. (EXHIBIT "N").

- l) The Proposer and Unit shall communicate regularly through the Statewide Client Data System, any temporary, and/or permanent HDM changes resulting from hospitalization, nursing home placement, moving from the area, extended vacation with family, client death, etc.
- m) The Proposer and their staff may not discontinue client meals for any reason, without approval from the Unit.

4.9 Inclement Weather/Disruption of Services

- a) The Proposer must have written procedures concerning the provision of food/and or meals in weather related or other emergencies or disasters.
- b) The Proposer shall make the decision regarding delivery during emergency or inclement weather conditions. Dangerous road conditions should be considered and treated as any other emergency situation impacting on the delivery of meals. The County reserves the right to cancel service as dictated by the applicable circumstances.
- c) If the Proposer cannot provide meals on a given day due to weather or other emergencies they shall be required to notify the ACDFA immediately upon the decision being made via email and phone call. The Proposer shall also be responsible for notifying affected clients of the disruption of service.
- d) Proposer shall provide each client with at least (2) two shelf stable meals for use during these emergency instances. (EXHIBIT "G").

4.10 Monthly Menus and Nutritional Education

- a) Monthly menus shall be provided to all clients through direct distribution by the 25th day of the month before the monthly menu begins.
- b) Each month provider shall receive Nutrition Information from ACDFA. The Proposer shall also complete the Nutrition Education Report and submit monthly to ACDFA (EXHIBIT "P").

4.11 Contributions

In providing services pursuant to this Agreement, the Proposer shall not charge any fee or require any contribution for participation in any activities or programs it provides to elderly residents of Albany County, the Proposer shall:

- a) Adhere to the guidelines set forth in 18-PI-17, (EXHIBIT "O").
- The contribution policy shall be explained to all individuals inquiring about the program or service. No client will be denied services for an inability or unwillingness to make a contribution. The Proposer shall not charge any fee or require any contribution for programs covered by funding from ACDFA. Protect the privacy of each older adult regarding contributions;
 - Establish a procedure to safeguard and account for all contributions. Said procedure shall be approved in advance by the Department for Aging;
 - Use all contributions to expand services of the program. The Proposer shall clearly illustrate how the contributions were used for expansion; and
 - Not deny services to or discriminate against any older adult in the delivery of service because the older adult did not contribute;
 - Contributions shall be reflected monthly on each voucher in the following manner: voucher amount (i.e., no. of units x rate) less contributions received = net amount due.
- b) ACDFA will determine the "Suggested Meal Contribution". Proposer agrees to comply with policies and procedures related to contributions made by or on behalf of individuals, including procedures to safeguard and account for all contributions as outlined in the above-referenced NYSOFA Program Instruction. Individuals with self-declared incomes at or above 185 percent of the federal poverty line shall be encouraged to contribute at levels based on the actual meal cost.

4.12 Monitoring

- a) All program facilities utilized by the Proposer in the delivery of services pursuant to this Agreement are to be open to authorized personnel from the federal government, New York State and Albany County Department for Aging, for the purposes of observation and monitoring contract and program, fiscal operations. The Proposer shall be monitored to ensure they are performing in accordance with requirements of federal, state, and local laws, regulations and guidance documents (including ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan. Additionally, the Proposer shall be monitored to ensure they perform and make expenditures only for authorized items of expense contained in approved budgets. A written report of all inspections will be kept at the Albany County Department for Aging with a copy provided to the Proposer. Any defects or faults found are to be corrected within the designated timeframe or within 24 hours in the case of a health and safety risk. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.
- b) The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and kitchens.

- c) Technical assistance and programmatic information concerning the Home Delivered Meals Program shall be shared by ACDFA as it is received from the New York State Office for Aging. These communications may also comprise special surveys of need, performance reviews and promotion of related programs, advice on special nutrition-related health risks concerning the elderly and warnings concerned with food-borne illnesses.
- d) The Proposer shall furnish a copy of their policies with regards to equal opportunity and non-discrimination for employment.

RECORDS AND RECORDING DATA

4.13 Program Reporting and Claim Forms shall be submitted monthly to the Department's Fiscal Director by the 10th day of the following month. Monthly forms and reports consist of the following:

- a) Client Registration Data (for those who consent) and actual units of service must be entered into the Statewide Client Data System each month. For those individuals who do not consent (this should be minimal) an anonymous aggregate unit number must be entered into Statewide Client Data System and align with the itemized breakdown of units of service.
- b) Claim forms shall include an itemized breakdown of units of service and cost per unit. All contributions collected during the month for the service shall be reported on the Home Delivered Meal Claim Form (EXHIBIT "Q") and be subtracted from the gross amount of the claim. Vouchers will be paid on the net (services x units = gross less contributions = net) amount. A claim will not be processed for payment if the units entered into the Statewide Client Data System do not match the units billed.

4.14 Program Surveys and Performance Targets

- a) In order to assess client satisfaction, the client shall receive the HDM Survey (EXHIBIT "R") at the end of the service or at a minimum annually. Returned surveys shall be tabulated on the Outcome Goals and Performance Target Reporting, (EXHIBIT "S") and sent in with the monthly claim form.
- 4.15 Complete and proper accounting records shall be maintained by the Proposer which shall clearly identify the costs of the work performed under this Agreement. Upon County request, such records shall be subject to periodic and final audit by the County. Any attempt to delay the County's audit of program records shall constitute a breach of contract, and shall entitle the County to the remedies set forth in Article 3 of Schedule A, as well as all other remedies for breach of contract and/or fiduciary duty available in law or equity.
- 4.16 All program records shall be accessible to the County, the New York State Office of Aging, and the New York State Comptroller for a period of six (6) years following the date of final

payment by the County to the Proposer for the performance of the work contemplated herein. The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and/or other facilities upon request.

- 4.17 The Proposer will provide an accounting of total costs of U.S. origin foods purchased and eligible for USDA reimbursement by the Federal government. USDA funds provided to the Home Delivered Meals Program shall be based on the prevailing rate at the time of payment to the Proposer and only for those meals meeting regulatory requirements. USDA reimbursement funds are only available towards foods grown and processed within the USA, (EXHIBIT "T").

VOTER REGISTRATION

- 4.19 The Proposer shall offer voter registration forms to persons upon an initial application for services, and with each renewal, recertification, or change of address for relating to such services (EXHIBIT "U").
- a) The Proposer shall assist applicants the same way the applicant would be provided assistance in completing any agency forms.
 - b) The Proposer will forward any forms received to the appropriate Board of Elections within ten (10) days of acceptance of a form.

DISASTER EMERGENCY

- 4.20 The successful proposer shall comply with all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government. The Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be **JANUARY 1ST, 2025 TO DECEMBER 31ST, 2025**
- 5.2 At the end of the initial one year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.
- 5.3 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFQ as prepared and approved by the County Attorney.

Albany County Request for Contract Approval

Contract #	2024-2304
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFP
Department	A6772 - Aging
Date Submitted	Monday, September 16, 2024
Contact Person	Dillon, Patrick
Contact Phone	518-447-7733
Vendor Info	Senior Citizen of Green Island 5 George Street, Green Island, New York 12183
Estimated Amount	\$59,850.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	The Department for Aging (DFA) requests legislative approval to enter into a new contract with Green Island Senior Citizens, to provide Congregate Meal Services to older adults in Albany County and meet specific criteria as required by Albany County and NYSOFA. Green Island Senior Citizens shall provide Congregate Meal Services to older adults and serve 5000 meals at their one (1) congregate site.
Budget Line Item	AA6772 - 44046 -
Fiscal Impact	County: 9.00% State: 0.00% Federal: 91.00%
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
DEPARTMENT FOR AGING
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WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board

From: Patrick Dillon, Contract Administrator

Date: September 17, 2024

Regarding: Request for CAB Approval

Contractor – Green Island Senior Citizens
Contract Amount – \$ 59,850.00
Contract Term – 1/1/2025 – 12/31/2025
Funding Source – 91% - Federal, 9% - County

The Department for Aging (DFA) requests legislative approval to enter into a new contract with Green Island Senior Citizens, to provide Congregate Meal Services to older adults in Albany County and meet specific criteria as required by Albany County and NYSOFA. Green Island Senior Citizens shall provide Congregate Meal Services to older adults and serve 5000 meals at their one (1) congregate site.

A Request for Proposal No. 2024-089 issued on July 11, 2024 requesting providers submit a proposal regarding Congregate Meals. There was seven (7) proposals evaluated and rated by the department scoring committee using the following criteria:

- Full demonstrated comprehension of the Scope of Services; including but not limited to; Knowledge of food safety/sanitation regulations and nutrition standards; Current

Dietary Guidelines including knowledge and compliance with USDA nutrition standards.

- Prior experience and/or equivalent training with quantity food production and service projects
- Professional qualifications, staffing, equipment, and demonstrated capabilities.
- Total proposed price.

After reviewing the proposals and rating scores the Congregate Meal proposals were awarded as follows;

1. Albany Jewish Community Center; Awarded - \$36,140.00
2. Colonie Senior Service Centers; Awarded - \$385,000.00
3. Green Island Senior Citizens; Awarded - \$59,850.00
4. Life Path Awarded - \$395,625.00
5. Senior Projects of Ravena; Awarded - \$456,750.00
6. Allie B's Cozy Kitchen Awarded - \$21,600.00
7. Falafel Express - \$19,500.00

Total Awarded to Providers - \$1,374,465.00

Green Island Senior Citizens shall provide nutrition education presentations to program participants at the congregate meal site not less than six (6) times during the contract year. Green Island Senior Citizens shall be responsible for ensuring meals meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council.

Congregate Meal Program

RFP 2024-000

Primary Criteria	Weight	Rev. 1		Rev. 2		Rev. 3		Rev. 4		Rev. 5		Rev. 1		Rev. 2		Rev. 3		Rev. 4		Rev. 5		Rev. 1		Rev. 2		Rev. 3		Rev. 4		Rev. 5	
		1.00	2.00	0.00	2.00	2.00	1.00	2.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Full demonstrated comprehension of the Scope of Services, including but not limited to: Knowledge of food safety/sanitation regulations and nutrition standards, Current Dietary Guidelines including knowledge and compliance with USDA minimum standards	40%	1.00	2.00	0.00	2.00	2.00	1.00	2.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prior experience and/or the equivalent training with quantity food production and service projects	20%	1.00	1.00	0.20	0.80	0.60	0.60	0.60	0.00	0.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Professional qualifications, staffing, equipment and demonstrated capabilities	20%	0.80	1.00	0.40	0.80	0.60	0.60	0.60	0.00	0.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Proposed Cost	20%	0.60	0.80	0.20	0.40	0.60	0.60	0.60	0.00	0.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Total	4.00	4.80	1.60	4.00	4.00	4.00	4.00	2.00	4.00	2.00	2.00	2.00	2.00	4.00	2.00	2.00	2.00	4.00	2.00	4.00	4.00	4.00	2.00	2.00	4.00	4.00	4.00	4.00	4.00	4.00

Proposer

Gross Island - 4.64

Life Path - 4.1

Rosebud - 4.2

CSSC - 3.98

AJCC - 3.44

Allie B's - 3.42

Palafel - 2.08



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: Pat Dillon
Department for Aging

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: September 12, 2024

RE: RFP-2024-089

I am in receipt of your recommendation to award the aforementioned to the following vendors in the following amounts: amounts:

AJCC; Awarded - \$36,140.00
Colonie Senior Service Centers; Awarded - \$385,000.00
Senior Citizens of Green Island; Awarded - \$59,850.00
Senior Projects of Ravena; Awarded - \$456,750.00
Life Path; Awarded - \$395,625.00
Allie B's Cozy Kitchen – \$21,600.00
Falafel Express - \$19,500.00

Total – 1,374,465.00

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 Albany Jewish Community Center, Colonie Senior Service Centers, Senior Citizens of Green Island, Senior Projects of Ravena, Life Path, Allie B's Cozy Kitchen and Falafel Express.

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

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

DEPARTMENT FOR AGING



RFP # 2024-089

**CONGREGATE MEAL PROGRAM FOR OLDER ADULT
RESIDENTS OF ALBANY COUNTY**

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

SECTION 4: SCOPE OF SERVICES

4.1 Nutritional Content Requirements:

- a) The Proposer shall abide by all pertinent provisions of law, including but not limited to the Federal Older Americans Act, Article 15 of the New York State Executive Law, the Federal Social Security Act. The Proposer shall abide by all other rules regulations or requirements imposed or issued by the New York State Office for Aging, including those requirements set forth in the Standard Clauses for ACDFA, (EXHIBIT "A"), and Standard Assurances (EXHIBIT "A"). The Proposer shall demonstrate knowledge of the Nutrition Program Standards 19-PI-26, Title III-C1 funding for the Congregate Meal program and current U.S. Department of Health and Human Services, USDA regulations (EXHIBIT "B").
- b) The Proposer shall develop formal written procedures and guidelines for all aspects of their congregate meal service delivery, such procedures and guidelines will be distributed to staff at all sites and updated to reflect changes in program requirements as may occur over the term of the Agreement. Copies of all procedures and guidelines developed will be provided to the ACDFA.
- c) The Proposer shall plan, prepare and serve all meals according to the Nutrition Program Standards through the issuance of New York State Office for Aging Program Instructions (PIs) and Technical Assistance Memorandums (TAMs), and adhere to the daily Dietary Reference Intake (DRI)/Recommended Daily Allowance (RDA) and the current Dietary Guidelines for Americans. Compliance with all nutritional guidelines shall be routinely monitored by the regulatory agencies.
- d) The Proposer:
 - Agrees to provide nutritious and balanced meals to all clients according to the approved menu. Note: No special medical, therapeutic and/or modified consistency diets are offered through the ACDFA meal program.
 - Agrees to produce attractive, palatable and satisfying meals with consideration given to participant and volunteer comments and ACDFA Dietitian evaluations.
- e) The Proposer shall prepare and provide meals that meet a minimum of one-third (1/3) for one meal and two-thirds (2/3) for two meals of the required daily DRI/RDA. Older adults have specific nutritional needs and should include nutritious, flavorful, and culturally appropriate meals. The Proposer shall submit menus and prepare meals that use a variety of nutrient-dense foods and beverages while choosing foods that limit the intake of saturated fats, have no trans-fats and have little added sugars and salt. Meals shall be planned to keep total fat intake between 20-35 percent of calories, with most fats coming from sources of polyunsaturated and mono-unsaturated fatty acids. Less than 10 percent of calories shall be from saturated fat. Meals shall be prepared with little salt and with a goal of 500-800 mg of sodium per meal. It shall be necessary to utilize some low or lower sodium ingredients to achieve this requirement.

Food and beverages in this regular meal shall be prepared with little to no added sugars and emphasis shall be given to fiber- rich fruits, whole grains, vegetables and fat free or low-fat dairy products (see EXHIBIT "B", page 25 of NYSOFA 19-PI-26).

- f) Meal components, as listed below shall be included, as part of the meal served:
1. Three (3) ounces edible protein, i.e. chicken, beef, pork, fish, cheese, etc.
Casseroles shall be eight (8) ounce portions of which three (3) shall be protein.
 2. Three (3) servings of vegetable and/or fruit, which shall include:
 - One half (½) cup cooked or raw vegetables.
 - One half (½) cup fruit or four (4) ounces of 100% juice.
 - One (1) cup large berries, melon or salad greens.
 3. Two (2) serving of grain, with at least one (1) ounce whole grain, all others shall be enriched grain.
 4. One to Two (1-2) teaspoon oil/fortified margarine spread or butter.
 5. Eight (8) ounces of fat free or low fat, or 1 serving of dairy and/or vitamin D fortified 100% fruit juice, see page 24 of NYSOFA 19-PI-26, (EXHIBIT "B").
 6. One-half (½) cup of dessert.
- g) The Proposer shall procure all food and supplies as required in the preparation of meals in accordance with the standardized recipes and menus as approved by the ACDFA Registered Dietitian.

*Please Note: Omission of any components of the approved menu constitutes a violation of the Menu Policy. Meal reimbursement shall be denied if any part of the meal is omitted. Substitutions require prior approval by the ACDFA Registered Dietitian at least 2 days in advance of the meal service. Substitutions should be a comparable food item of the same food group.

4.2 Targeting:

The Proposer shall make targeted outreach with attention to; low income, low-income minority individuals, and older adults residing in rural areas, older adults with greatest economic need, older adults with limited English proficiency, older individuals who are frail or with severe disabilities older adults with Alzheimer's Disease, or related disorders with neurological and organic brain dysfunction and the caretakers of such individuals to insure that the most critical needs of the targeted population are met. The Proposer shall target and prioritize services to older adult clients in compliance with NYSOFA targeting program instruction 12-PI-08, 13-TAM-01, (EXHIBIT "C").

4.3 Menu Policy, Meals Preparation and Service:

- a) The Proposer shall have on its staff a qualified individual responsible for the overall site operation, who shall be expected to work closely with the ACDFA Registered Dietitian (RD).
- b) The Proposer will follow the ACDFA Menu Development policy (EXHIBIT "D"). All cycle menus shall be submitted for nutritional analysis and approval at least three (3) weeks in advance of implementation. The ACDFA RD will work collaboratively with the Proposer(s)

during the menu review and approval process. Proposers shall keep copies of the approved sample menus on file for one year from the implementation date.

- c) Special Religious and Cultural meals shall be required as part of the Menu Policy and menus shall be submitted for approval by the ACDFA RD prior to serving.
- d) The ACDFA RD assumes all menu items are prepared from scratch vs. prepackaged. If menu items are pre-prepared, processed, cured and/or canned, nutrition labels for those items shall be noted as such and submitted with the menu for analysis. If during a menu cycle or at any time during food purchasing a distributor changes a product the Proposer shall submit the nutritional facts and ingredient label to ACDFA RD for review and approval.
- e) All menu items with more than one ingredient shall have a quantity standardized recipe. Proposers will be required to use the standardized recipes available through the ACDFA Share Point Recipe Program. (EXHIBIT "E").
- f) Due to availability and fluctuating costs of food items on a pre-set menu, the Proposer shall sometimes require an occasional substitution. Changes in the approved menu shall be considered only with prior approval from the ACDFA Registered Dietitian or designee and kept to an absolute minimum.
- g) Failure to comply with the Menu Policy shall be considered a violation of contract requirements. Non-compliant meals shall be denied and as such reimbursement for said meals shall not be considered.

4.4 Kitchen Facilities:

- a) The Proposer shall have NYSOFA approval for the operation of any contracted or directly operated nutrition site, satellite site, central kitchen or facility which prepares, packages or serves meals using NYSOFA administered funding. Operation permits are kept on file at the ACDFA for NYSOFA review.
- b) The Proposer shall prepare within an approved kitchen and/or provide complete meals, portioned for use at all congregate meal sites as required by the County.
- c) The Proposer shall meet requirements for food handling, preparation and service and comply with the New York State Sanitary Code, subpart 14-1. In addition, facilities used for meal preparation and the delivery of meals shall meet all fire and safety regulations as denoted and described in Nutrition Program Standards, (EXHIBIT "B"). The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFA staff. Copies must be made available to ACDFA upon request.
- d) The Proposer shall have written site agreements between the Proposer and all sites serving meals. The site agreement must address as denoted and described in Nutrition Program Standards (EXHIBIT "B"). The Proposer shall be contractually required to maintain

operations at approved sites until written permission to discontinue service is obtained from the ACDFA or the terms of the Agreement ends.

4.5 Staff, Supervision and Training:

- a) The operation of the nutrition program should be overseen by a qualified and responsible supervisory designee, who shall have a thorough knowledge of: supervising and directing the work of others; an ability to plan.
- b) The Proposer shall be responsible for:
 - Implementing staff and volunteer orientation.
 - Coordinating "Staff and Volunteer Training" (EXHIBIT "F")
 - Ensuring compliance with all ACDFA rules and regulations.
- c) Proposer shall furnish the employees and/or volunteers needed for full implementation and operation of the program.
- d) In order to control the operation of the nutrition program the Proposer shall have personnel policies and procedures and job descriptions for all staff and volunteers.
- e) All staff and volunteers shall be warm and welcoming and treat clients with dignity and respect. Staff and volunteers shall be neat, clean and properly dressed.
- f) All staff shall be aware of the physical and social needs of the older adults. The Proposer will be required to provide training and follow the ACDFA protocol especially for emergency situations. Staff and volunteers who note any adverse changes in the client(s) condition or circumstances are required to report to ACDFA or Unit.
- g) The Proposer must have a written policy and procedures for all staff and volunteers which protects the confidentiality and limit the access to the client's information, (EXHIBIT "G") Confidentiality is to be guaranteed for all clients receiving services funded by the US Department of Health and Human Services-Administration on Community Living (ACL), NYSOFA and Albany County. No information may be disclosed that identifies the person or his or her legal representatives unless disclosure is agreed to through written signed informed consent and confidentiality forms, or is required by court order, or by program monitoring by authorized staff from New York State Office for Aging or ACDFA. This includes obtaining the informed consent of an individual for the purpose of disclosing personal information to service providers for refer or any other purpose. In addition, other laws governing consent to capture, share, and disclose client information may apply generally to all individuals or to specific population groups, (EXHIBIT "H").

4.6 Food Service Practice Compliance:

- a) The Proposer shall comply with the New York State Sanitary Code, subpart 14-1 and local health and sanitation regulations. The older population is a high-risk population and are at greater risk for foodborne illness. The Proposer shall ensure proper handling of potentially

hazardous foods at each stage of food handling, preparation and delivery. Time-temperature testing shall be conducted using an approved food grade thermometer. Time-temperatures will be monitored and recorded according to ACDFA policy and procedure. The Proposer shall ensure that all time and temperature regulations are followed, (EXHIBIT "I").

- b) Handling of potentially hazardous foods required by regulations include:
 - Reaching internal temperature of cooked foods according to regulations and maintain holding temperatures of hot foods at minimum temperature of 140 degrees Fahrenheit.
 - Keeping cold foods at or below 45 degrees Fahrenheit, (see EXHIBIT "B", page 14; NYSOFA 19-PI- 26).
 - Maintain frozen foods at or below 0 degrees Fahrenheit.
- c) Potentially hazardous foods will be held at the respective temperatures during transportation and holding prior to service. Hot foods shall not be held longer than two (2) hours after the completion of cooking.
- d) The Proposer shall have a policy and procedure for food delivered to satellite sites. This will include monitoring of transport vehicles for regular maintenance and cleanliness, appropriate and functioning equipment for transport of hot, cold and/or frozen foods. Hot foods shall be packed separately from cold and frozen food items. The Proposer shall have a written contingency plan of resolution in the event the above standards are not met. The Proposer will notify the ADCFA within a reasonable time frame to report any issues with non-compliance with time and temperatures including corrective action. Time and Temperature Logs must be monitored and submitted to ACDFA as directed in the policy and procedure. (EXHIBIT "I").

4.7 Congregate Dining Site Environment:

- a) The Contractor Congregate sites are located in as close proximity to the majority of eligible older individuals' residences as feasible. All sites must be in an area that is easily accessible to the target population and in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.
- b) The dining site shall be accessible and open at least one (1) hour before and after the meal to permit all participants to eat a leisurely meal, enjoy social contact and to take advantage of other services at the site. The Proposer shall monitor and enforce the time of meal service within a specific time frame the dining site is open to the maximum extent possible, sites should be open at least up to five (5) days a week to have a greater impact on the nutritional status of the participants.
- c) The Proposer will, to the maximum extent possible, provide for supportive, educational and/or recreational services and activities at the congregate meal site (sites).

- d) A copy of the signed approved menu by the ACDFA Registered Dietitian must be prominently displayed in the food preparation area of the kitchen at all times and used for reference.
- e) All Congregate Sites shall have a monthly menu posted and copies available for participants to take.
- f) Congregate meal providers have the option to allow participants to take leftover food home. Providers who do not allow food to be taken from their congregate sites must have a procedure in place to communicate this to participants. Those Proposers who allow participants to take leftovers home must follow the ACDFA policy and procedure. (EXHIBIT "J")
- g) Closures other than federal, state and county holidays must be communicated to ACDFA as follows:
 - Notification of pre-determined date(s) of closing and reason is noted on the approved cycle menu.
 - In the case of inclement weather, emergencies or unforeseen situations the Proposer shall notify ACDFA of the situation immediately.

4.8 Client Eligibility, Registration and Sign-in Sheets:

- a) The Proposer shall ensure all potential participants complete an ACDFA Client Registration Form (EXHIBIT "K") and applicable "Informed Consent" forms (EXHIBIT "H") and the "Nutritional Risk Screening Form" (EXHIBIT "L"). These forms should be reviewed annually and updated if changes are identified. Forms should be updated more than annually if there is a change in program/services or client status. For those participants who consent to their information being captured, the completed Congregate Registration Form data will be entered into the Statewide Client Data System and the "Informed Consent to Capture form(s)" shall be scanned and uploaded into the Statewide Client Data System. All Clients age 60+ receiving congregate meals are expected to be registered. During the public health emergency, if Client registration is not possible it is expected that the client is identified as being served due to COVID emergency in the Statewide Client Data System, (21-TAM-01).
- b) The Proposer shall have a system for accepting meal reservations including the ability to forecast meals to control program costs. ACDFA shall only reimburse the provider for those meals accompanied by the signature of an eligible participant on the sign in sheet.
- c) The Proposer shall have a procedure in place that ensures that eligible participants are given priority for meals over all guests and staff under sixty.
- d) Congregate meals may be made available to handicapped or disabled persons under

60 years of age who reside in a senior housing facility where congregate meals are served. Clients shall be referred to other supportive services when applicable (e.g., NY Connects, SNAP, HEAP, Transportation, etc.).

- e) The successful Proposer shall maintain daily sign-in sheets at each congregate meal site. All registered participants and volunteers 60+ years are required to sign-in for a meal to be reimbursed. If the registered participant is unable to sign in personally, the meal site manager or designee is required to have a process to monitor, and verify each participant who receives meal and is unable to sign.
- f) Under age 60 guests shall be identified separately from eligible program participants. The Proposer shall have a system to track the monetary contributions of under age 60 guests/participants and volunteers.

4.9 Contributions:

In providing services pursuant to this Agreement, the Proposer shall not charge any fee or require any contribution for participation in any activities or programs it provides to older adults residents of Albany County, the Proposer shall:

- a) Adhere to the guidelines set forth in 18-PI-17, (EXHIBIT "M").
 - The contribution policy shall be explained to all individuals inquiring about the program or service. No client will be denied services for an inability or unwillingness to make a contribution. The Proposer shall not charge any fee or require any contribution for programs covered by funding from ACDFA. Protect the privacy of each older adult regarding contributions;
 - Establish a procedure to safeguard and account for all contributions. Said procedure shall be approved in advance by the Department for Aging;
 - Use all contributions to expand services of the program. The Proposer shall clearly illustrate how the contributions were used for expansion;
 - Not deny services to or discriminate against any older adult in the delivery of service because the older adult did not contribute;
 - Contributions shall be reflected monthly on each voucher in the following manner: voucher amount (i.e., no. of units x rate) less contributions received = net amount due.
- b) ACDFA will determine the "Suggested Meal Contribution". Proposer agrees to comply with policies and procedures related to contributions made by or on behalf of individuals, including procedures to safeguard and account for all contributions as outlined in the above- referenced NYSOFA Program Instruction. Individuals with self-declared incomes at or above 185 percent of the federal poverty line shall be encouraged to contribute at levels based on the actual meal cost.
 - SNAP benefits shall be accepted for congregate meal contributions upon certification by the Department of Social Services. However, clients that have SNAP benefits shall be encouraged to use these resources to obtain proper nutrition for their other daily meals.

- ACDFA provides the Congregate Meal Site suggested contribution signs that shall be prominently located at sites where the congregate meal takes place and includes the suggested meal contribution rate.
- A contribution lock box with opaque envelopes available shall be visible at the congregate site near or next to the ACDFA Congregate Sign displaying information about the contribution policy.
- Contributions shall be deposited into a locked box by the participant using the opaque envelopes to protect the confidentiality of participant's donation.
- Contributions shall be jointly counted daily by a staff member and either a volunteer or a service program supervisor. The Proposer shall report all contributions monthly. All contributions shall be used to expand services of the program.
- All contributions received each day shall be entered into a ledger and each person counting the contributions shall certify the amount received each day.

4.10 Monitoring:

- a) All program facilities utilized by the Proposer in the delivery of services pursuant to this Agreement are to be open to authorized personnel from the federal government, New York State and Albany County Department for Aging, for the purposes of observation and monitoring contract and program, fiscal operations. The Proposer shall be monitored to ensure they are performing in accordance with requirements of federal, state, and local laws, regulations and guidance documents (including ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan. Additionally, the Proposer shall be monitored to ensure they perform and make expenditures only for authorized items of expense contained in approved budgets. A written report of all inspections will be kept at the Albany County Department for Aging with a copy provided to the Proposer. Any defects or faults found are to be corrected within the designated timeframe or within 24 hours in the case of a health and safety risk. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.
- b) The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and kitchens.
- c) Technical assistance and programmatic information concerning the Home Delivered Meals Program shall be shared by ACDFA as it is received from the New York State Office for Aging. These communications may also comprise special surveys of need, performance reviews and promotion of related programs, advice on special nutrition-related health risks concerning the elderly and warnings concerned with food-borne illnesses.
- d) The Proposer shall furnish a copy of their policies with regards to equal opportunity and non-discrimination for employment.

RECORDS AND RECORDING DATA

4.11 Program Reporting and Claim Forms:

shall be submitted monthly to the Department's Fiscal Director by the 10th day of the following month. Monthly forms and reports consist of the following:

- a) Client Registration Data (for those who consent) and actual units of service must be entered into the Statewide Client Data System each month. For those individuals who do not consent (this should be minimal) an anonymous aggregate unit number must be entered into Statewide Client Data System and align with the itemized breakdown of units of service.
- b) Claim forms shall include an itemized breakdown of units of service and cost per unit. All contributions collected during the month for the service shall be reported on the Congregate Meal Claim Form (EXHIBIT "N") and be subtracted from the gross amount of the claim. Vouchers will be paid on the net (services x units = gross less contributions = net) amount. A claim will not be processed for payment if the units entered into the Statewide Client Data System do not match the units billed.

4.12 Program Surveys and Performance Targets:

- a) Each congregate meal participant shall be given an opportunity to comment on the meals. The participant aka "client" shall receive the Client Satisfaction Survey, (EXHIBIT "O") at the end of the service or at a minimum annually. Returned surveys shall be reviewed and tabulated on the Outcomes and Performance Target Reporting Form, (EXHIBIT "P") and sent in with the monthly claim form.
- b) The Proposer is required to present a minimum of six (6) pre-approved "Nutrition and Health Education Presentations" per year at each congregate site. The Proposer shall report to ACDFA the number of participants, the presentation topic, the presenter and date of the presentation on the Nutritional and Health Education Report. The Proposer is required to solicit feedback annually from congregate participants regarding the nutrition and health education utilizing the ACDFA "Nutrition and Health Presentation Survey". In order to assess the success and impact of Nutrition Education offered to congregate participants each client shall receive the Nutrition Education Survey (EXHIBIT "Q") at a minimum annually. These surveys should be submitted along with the Nutrition Education Report (EXHIBIT "R") and sent in with monthly claim form.

- 4.13 Complete and proper accounting records shall be maintained by the Proposer which shall clearly identify the costs of the work performed under this Agreement. Upon County request, such records shall be subject to periodic and final audit by the County. Any attempt to delay the County's audit of program records shall constitute a breach of contract, and shall entitle the County to the remedies set forth in Article 3 of Schedule

A, as well as all other remedies for breach of contract and/or fiduciary duty available in law or equity.

4.14 All program records shall be accessible to the County, the New York State Office of Aging, and the New York State Comptroller for a period of six (6) years following the date of final payment by the County to the Proposer for the performance of the work contemplated herein. The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and/or other facilities upon request.

4.15 The Proposer will provide an accounting of total costs of U.S. origin foods purchased and eligible for USDA reimbursement by the Federal government. USDA funds provided to the Home Delivered Meals Program shall be based on the prevailing rate at the time of payment to the Proposer and only for those meals meeting regulatory requirements. USDA reimbursement funds are only available towards foods grown and processed within the USA, (EXHIBIT "S").

4.16 The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFA staff. Copies must be made available to ACDFA upon request.

4.17 Other Program and Services:

- a) Each month, Successful Proposers shall receive copies of the ACDFA Nutrition Information. The Contractor shall distribute the Nutrition Information to each participant.
- b) The Proposer shall participate in the Senior Nutrition Farmer's Market Program. This is a seasonal program and guidance is provided by ACDFA.

VOTER REGISTRATION

4.18 The Proposer shall offer voter registration forms to persons upon an initial application for services, and with each renewal, recertification, or change of address for relating to such services (EXHIBIT "T").

- a) The Proposer shall assist applicants the same way the applicant would be provided assistance in completing any agency forms.
- b) The Proposer will forward any forms received to the appropriate Board of Elections within ten (10) days of acceptance of a form.

DISASTER EMERGENCY

4.19 The successful proposer shall comply with all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines

Albany County Request for Contract Approval

Contract #	2024-2305
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFP
Department	A6772 - Aging
Date Submitted	Monday, September 16, 2024
Contact Person	Dillon, Patrick
Contact Phone	518-447-7733
Vendor Info	Albany Jewish Community Center 340 Whitehall Road, Albany, New York 12208
Estimated Amount	\$36,140.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	The Department for Aging (DFA) requests legislative approval to enter into a new contract with Albany Jewish Community Center, to provide Congregate Meal Services to older adults in Albany County and meet specific criteria as required by Albany County and NYSOFA. Albany Jewish Community Center shall provide Congregate Meal Services to older adults and serve 2780 meals at their one (1) congregate site.
Budget Line Item	AA6772 - 44046 -
Fiscal Impact	County: 9.00% State: 0.00% Federal: 91.00%
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
DEPARTMENT FOR AGING
100 HERITAGE LANE
ALBANY, NEW YORK 12211
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board

From: Patrick Dillon, Contract Administrator

Date: September 17, 2024

Regarding: Request for CAB Approval

Contractor – Albany Jewish Community Center
Contract Amount – \$ 36,140.00
Contract Term – 1/1/2025 – 12/31/2025
Funding Source – 91% - Federal, 9% - County

The Department for Aging (DFA) requests legislative approval to enter into a new contract with Albany Jewish Community Center, to provide Congregate Meal Services to older adults in Albany County and meet specific criteria as required by Albany County and NYSOFA. Albany Jewish Community Center shall provide Congregate Meal Services to older adults and serve 2780 meals at their one (1) congregate site.

A Request for Proposal No. 2024-089 issued on July 11, 2024 requesting providers submit a proposal regarding Congregate Meals. There was seven (7) proposals evaluated and rated by the department scoring committee using the following criteria:

- Full demonstrated comprehension of the Scope of Services; including but not limited to; Knowledge of food safety/sanitation regulations and nutrition standards; Current

Dietary Guidelines including knowledge and compliance with USDA nutrition standards.

- Prior experience and/or equivalent training with quantity food production and service projects
- Professional qualifications, staffing, equipment, and demonstrated capabilities.
- Total proposed price.

After reviewing the proposals and rating scores the Congregate Meal proposals were awarded as follows;

1. Albany Jewish Community Center; Awarded - \$36,140.00
2. Colonie Senior Service Centers; Awarded - \$385,000.00
3. Green Island Senior Citizens; Awarded - \$59,850.00
4. Life Path Awarded - \$395,625.00
5. Senior Projects of Ravena; Awarded - \$456,750.00
6. Allie B's Cozy Kitchen Awarded - \$21,600.00
7. Falafel Express - \$19,500.00

Total Awarded to Providers - \$1,374,465.00

Albany Jewish Community Center shall provide nutrition education presentations to program participants at the congregate meal site not less than six (6) times during the contract year. Albany Jewish Community Center shall be responsible for ensuring meals meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council.

RP 2021-069

Congregate Meal Program

Primary Criteria	Weight	Rev. 1	Rev. 2	Rev. 3	Rev. 4	Rev. 5	Rev. 1	Rev. 2	Rev. 3	Rev. 4	Rev. 5	Rev. 1	Rev. 2	Rev. 3	Rev. 4	Rev. 5	Rev. 1	Rev. 2	Rev. 3	Rev. 4	Rev. 5	Rev. 1	Rev. 2	Rev. 3	Rev. 4	Rev. 5	Rev. 1	Rev. 2	Rev. 3	Rev. 4	Rev. 5
Full demonstrated comprehension of the Scope of Services, including but not limited to: Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition standards	40%	1.00	2.00	0.80	2.00	2.00	1.00	2.00	0.80	2.00	2.00	1.00	2.00	0.80	2.00	2.00	1.00	2.00	0.80	2.00	2.00	1.00	2.00	0.80	2.00	2.00	1.00	2.00	0.80	2.00	2.00
Prior experience and/or the equivalent training with quantity food production and service projects	20%	1.00	1.00	0.20	0.80	0.80	1.00	0.40	0.80	0.80	1.00	1.00	0.40	0.80	0.80	1.00	1.00	0.40	0.80	0.80	1.00	1.00	0.40	0.80	0.80	1.00	1.00	0.40	0.80	0.80	
Professional qualifications, staffing, equipment and demonstrated capabilities	20%	0.80	1.00	0.40	0.80	0.80	1.00	0.50	0.80	0.80	1.00	1.00	0.60	1.00	1.00	1.00	1.00	0.60	1.00	1.00	1.00	1.00	0.60	1.00	1.00	1.00	1.00	0.60	1.00	1.00	
Total Proposed Cost	20%	0.60	0.80	0.20	0.40	0.40	0.80	0.80	0.60	0.80	0.80	1.00	0.80	0.60	0.80	0.80	1.00	0.80	0.60	0.80	0.80	1.00	0.80	0.60	0.80	0.80	1.00	0.80	0.60	0.80	0.80
Total	4.00	4.00	1.60	4.00	4.00	3.60	4.00	2.80	4.00	4.00	3.60	4.00	3.60	4.00	4.00	3.60	4.00	3.60	4.00	4.00	3.60	4.00	3.60	4.00	4.00	3.60	4.00	3.60	4.00	4.00	

Proposer

Green Island - 4.64

Life Path - 4.3

Bayona - 4.2

CSSC - 3.98

AUC - 3.44

Alle Bx - 3.42

Faldet - 2.68



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: Pat Dillon
Department for Aging

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: September 12, 2024

RE: RFP-2024-089

I am in receipt of your recommendation to award the aforementioned to the following vendors in the following amounts: amounts:

AJCC; Awarded - \$36,140.00
Colonie Senior Service Centers; Awarded - \$385,000.00
Senior Citizens of Green Island; Awarded - \$59,850.00
Senior Projects of Ravena; Awarded - \$456,750.00
Life Path; Awarded - \$395,625.00
Allie B's Cozy Kitchen – \$21,600.00
Falafel Express - \$19,500.00

Total – 1,374,465.00

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 Albany Jewish Community Center, Colonie Senior Service Centers, Senior Citizens of Green Island, Senior Projects of Ravena, Life Path, Allie B's Cozy Kitchen and Falafel Express.

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

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

DEPARTMENT FOR AGING



RFP # 2024-089

**CONGREGATE MEAL PROGRAM FOR OLDER ADULT
RESIDENTS OF ALBANY COUNTY**

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

SECTION 4: SCOPE OF SERVICES

4.1 Nutritional Content Requirements:

- a) The Proposer shall abide by all pertinent provisions of law, including but not limited to the Federal Older Americans Act, Article 15 of the New York State Executive Law, the Federal Social Security Act. The Proposer shall abide by all other rules regulations or requirements imposed or issued by the New York State Office for Aging, including those requirements set forth in the Standard Clauses for ACDFA, (EXHIBIT "A"), and Standard Assurances (EXHIBIT "A"). The Proposer shall demonstrate knowledge of the Nutrition Program Standards 19-PI-26, Title III-C1 funding for the Congregate Meal program and current U.S. Department of Health and Human Services, USDA regulations (EXHIBIT "B").
- b) The Proposer shall develop formal written procedures and guidelines for all aspects of their congregate meal service delivery, such procedures and guidelines will be distributed to staff at all sites and updated to reflect changes in program requirements as may occur over the term of the Agreement. Copies of all procedures and guidelines developed will be provided to the ACDFA.
- c) The Proposer shall plan, prepare and serve all meals according to the Nutrition Program Standards through the issuance of New York State Office for Aging Program Instructions (PIs) and Technical Assistance Memorandums (TAMs), and adhere to the daily Dietary Reference Intake (DRI)/Recommended Daily Allowance (RDA) and the current Dietary Guidelines for Americans. Compliance with all nutritional guidelines shall be routinely monitored by the regulatory agencies.
- d) The Proposer:
 - Agrees to provide nutritious and balanced meals to all clients according to the approved menu. Note: No special medical, therapeutic and/or modified consistency diets are offered through the ACDFA meal program.
 - Agrees to produce attractive, palatable and satisfying meals with consideration given to participant and volunteer comments and ACDFA Dietitian evaluations.
- e) The Proposer shall prepare and provide meals that meet a minimum of one-third (1/3) for one meal and two-thirds (2/3) for two meals of the required daily DRI/RDA. Older adults have specific nutritional needs and should include nutritious, flavorful, and culturally appropriate meals. The Proposer shall submit menus and prepare meals that use a variety of nutrient-dense foods and beverages while choosing foods that limit the intake of saturated fats, have no trans-fats and have little added sugars and salt. Meals shall be planned to keep total fat intake between 20-35 percent of calories, with most fats coming from sources of polyunsaturated and mono-unsaturated fatty acids. Less than 10 percent of calories shall be from saturated fat. Meals shall be prepared with little salt and with a goal of 500-800 mg of sodium per meal. It shall be necessary to utilize some low or lower sodium ingredients to achieve this requirement.

Food and beverages in this regular meal shall be prepared with little to no added sugars and emphasis shall be given to fiber- rich fruits, whole grains, vegetables and fat free or low-fat dairy products (see EXHIBIT "B", page 25 of NYSOFA 19-PI-26).

- f) Meal components, as listed below shall be included, as part of the meal served:
1. Three (3) ounces edible protein, i.e. chicken, beef, pork, fish, cheese, etc.
Casseroles shall be eight (8) ounce portions of which three (3) shall be protein.
 2. Three (3) servings of vegetable and/or fruit, which shall include:
 - One half (½) cup cooked or raw vegetables.
 - One half (½) cup fruit or four (4) ounces of 100% juice.
 - One (1) cup large berries, melon or salad greens.
 3. Two (2) serving of grain, with at least one (1) ounce whole grain, all others shall be enriched grain.
 4. One to Two (1-2) teaspoon oil/fortified margarine spread or butter.
 5. Eight (8) ounces of fat free or low fat, or 1 serving of dairy and/or vitamin D fortified 100% fruit juice, see page 24 of NYSOFA 19-PI-26, (EXHIBIT "B").
 6. One-half (½) cup of dessert.
- g) The Proposer shall procure all food and supplies as required in the preparation of meals in accordance with the standardized recipes and menus as approved by the ACDFA Registered Dietitian.

*Please Note: Omission of any components of the approved menu constitutes a violation of the Menu Policy. Meal reimbursement shall be denied if any part of the meal is omitted. Substitutions require prior approval by the ACDFA Registered Dietitian at least 2 days in advance of the meal service. Substitutions should be a comparable food item of the same food group.

4.2 Targeting:

The Proposer shall make targeted outreach with attention to; low income, low-income minority individuals, and older adults residing in rural areas, older adults with greatest economic need, older adults with limited English proficiency, older individuals who are frail or with severe disabilities older adults with Alzheimer's Disease, or related disorders with neurological and organic brain dysfunction and the caretakers of such individuals to insure that the most critical needs of the targeted population are met. The Proposer shall target and prioritize services to older adult clients in compliance with NYSOFA targeting program instruction 12-PI-08, 13-TAM-01, (EXHIBIT "C").

4.3 Menu Policy, Meals Preparation and Service:

- a) The Proposer shall have on its staff a qualified individual responsible for the overall site operation, who shall be expected to work closely with the ACDFA Registered Dietitian (RD).
- b) The Proposer will follow the ACDFA Menu Development policy (EXHIBIT "D"). All cycle menus shall be submitted for nutritional analysis and approval at least three (3) weeks in advance of implementation. The ACDFA RD will work collaboratively with the Proposer(s)

during the menu review and approval process. Proposers shall keep copies of the approved sample menus on file for one year from the implementation date.

- c) Special Religious and Cultural meals shall be required as part of the Menu Policy and menus shall be submitted for approval by the ACDFA RD prior to serving.
- d) The ACDFA RD assumes all menu items are prepared from scratch vs. prepackaged. If menu items are pre-prepared, processed, cured and/or canned, nutrition labels for those items shall be noted as such and submitted with the menu for analysis. If during a menu cycle or at any time during food purchasing a distributor changes a product the Proposer shall submit the nutritional facts and ingredient label to ACDFA RD for review and approval.
- e) All menu items with more than one ingredient shall have a quantity standardized recipe. Proposers will be required to use the standardized recipes available through the ACDFA Share Point Recipe Program. (EXHIBIT "E").
- f) Due to availability and fluctuating costs of food items on a pre-set menu, the Proposer shall sometimes require an occasional substitution. Changes in the approved menu shall be considered only with prior approval from the ACDFA Registered Dietitian or designee and kept to an absolute minimum.
- g) Failure to comply with the Menu Policy shall be considered a violation of contract requirements. Non-compliant meals shall be denied and as such reimbursement for said meals shall not be considered.

4.4 Kitchen Facilities:

- a) The Proposer shall have NYSOFA approval for the operation of any contracted or directly operated nutrition site, satellite site, central kitchen or facility which prepares, packages or serves meals using NYSOFA administered funding. Operation permits are kept on file at the ACDFA for NYSOFA review.
- b) The Proposer shall prepare within an approved kitchen and/or provide complete meals, portioned for use at all congregate meal sites as required by the County.
- c) The Proposer shall meet requirements for food handling, preparation and service and comply with the New York State Sanitary Code, subpart 14-1. In addition, facilities used for meal preparation and the delivery of meals shall meet all fire and safety regulations as denoted and described in Nutrition Program Standards, (EXHIBIT "B"). The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFA staff. Copies must be made available to ACDFA upon request.
- d) The Proposer shall have written site agreements between the Proposer and all sites serving meals. The site agreement must address as denoted and described in Nutrition Program Standards (EXHIBIT "B"). The Proposer shall be contractually required to maintain

operations at approved sites until written permission to discontinue service is obtained from the ACDFA or the terms of the Agreement ends.

4.5 Staff, Supervision and Training:

- a) The operation of the nutrition program should be overseen by a qualified and responsible supervisory designee, who shall have a thorough knowledge of: supervising and directing the work of others; an ability to plan.
- b) The Proposer shall be responsible for:
 - Implementing staff and volunteer orientation.
 - Coordinating "Staff and Volunteer Training" (EXHIBIT "F")
 - Ensuring compliance with all ACDFA rules and regulations.
- c) Proposer shall furnish the employees and/or volunteers needed for full implementation and operation of the program.
- d) In order to control the operation of the nutrition program the Proposer shall have personnel policies and procedures and job descriptions for all staff and volunteers.
- e) All staff and volunteers shall be warm and welcoming and treat clients with dignity and respect. Staff and volunteers shall be neat, clean and properly dressed.
- f) All staff shall be aware of the physical and social needs of the older adults. The Proposer will be required to provide training and follow the ACDFA protocol especially for emergency situations. Staff and volunteers who note any adverse changes in the client(s) condition or circumstances are required to report to ACDFA or Unit.
- g) The Proposer must have a written policy and procedures for all staff and volunteers which protects the confidentiality and limit the access to the client's information, (EXHIBIT "G") Confidentiality is to be guaranteed for all clients receiving services funded by the US Department of Health and Human Services-Administration on Community Living (ACL), NYSOFA and Albany County. No information may be disclosed that identifies the person or his or her legal representatives unless disclosure is agreed to through written signed informed consent and confidentiality forms, or is required by court order, or by program monitoring by authorized staff from New York State Office for Aging or ACDFA. This includes obtaining the informed consent of an individual for the purpose of disclosing personal information to service providers for referral or any other purpose. In addition, other laws governing consent to capture, share, and disclose client information may apply generally to all individuals or to specific population groups, (EXHIBIT "H").

4.6 Food Service Practice Compliance:

- a) The Proposer shall comply with the New York State Sanitary Code, subpart 14-1 and local health and sanitation regulations. The older population is a high-risk population and are at greater risk for foodborne illness. The Proposer shall ensure proper handling of potentially

hazardous foods at each stage of food handling, preparation and delivery. Time-temperature testing shall be conducted using an approved food grade thermometer. Time-temperatures will be monitored and recorded according to ACDFA policy and procedure. The Proposer shall ensure that all time and temperature regulations are followed, (EXHIBIT "I").

- b) Handling of potentially hazardous foods required by regulations include:
 - Reaching internal temperature of cooked foods according to regulations and maintain holding temperatures of hot foods at minimum temperature of 140 degrees Fahrenheit.
 - Keeping cold foods at or below 45 degrees Fahrenheit, (see EXHIBIT "B", page 14; NYSOFA 19-PI- 26).
 - Maintain frozen foods at or below 0 degrees Fahrenheit.
- c) Potentially hazardous foods will be held at the respective temperatures during transportation and holding prior to service. Hot foods shall not be held longer than two (2) hours after the completion of cooking.
- d) The Proposer shall have a policy and procedure for food delivered to satellite sites. This will include monitoring of transport vehicles for regular maintenance and cleanliness, appropriate and functioning equipment for transport of hot, cold and/or frozen foods. Hot foods shall be packed separately from cold and frozen food items. The Proposer shall have a written contingency plan of resolution in the event the above standards are not met. The Proposer will notify the ADCFA within a reasonable time frame to report any issues with non-compliance with time and temperatures including corrective action. Time and Temperature Logs must be monitored and submitted to ACDFA as directed in the policy and procedure. (EXHIBIT "I").

4.7 Congregate Dining Site Environment:

- a) The Contractor Congregate sites are located in as close proximity to the majority of eligible older individuals' residences as feasible. All sites must be in an area that is easily accessible to the target population and in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.
- b) The dining site shall be accessible and open at least one (1) hour before and after the meal to permit all participants to eat a leisurely meal, enjoy social contact and to take advantage of other services at the site. The Proposer shall monitor and enforce the time of meal service within a specific time frame the dining site is open to the maximum extent possible, sites should be open at least up to five (5) days a week to have a greater impact on the nutritional status of the participants.
- c) The Proposer will, to the maximum extent possible, provide for supportive, educational and/or recreational services and activities at the congregate meal site (sites).

- d) A copy of the signed approved menu by the ACDFA Registered Dietitian must be prominently displayed in the food preparation area of the kitchen at all times and used for reference.
- e) All Congregate Sites shall have a monthly menu posted and copies available for participants to take.
- f) Congregate meal providers have the option to allow participants to take leftover food home. Providers who do not allow food to be taken from their congregate sites must have a procedure in place to communicate this to participants. Those Proposers who allow participants to take leftovers home must follow the ACDFA policy and procedure. (EXHIBIT "J")
- g) Closures other than federal, state and county holidays must be communicated to ACDFA as follows:
 - Notification of pre-determined date(s) of closing and reason is noted on the approved cycle menu.
 - In the case of inclement weather, emergencies or unforeseen situations the Proposer shall notify ACDFA of the situation immediately.

4.8 Client Eligibility, Registration and Sign-in Sheets:

- a) The Proposer shall ensure all potential participants complete an ACDFA Client Registration Form (EXHIBIT "K") and applicable "Informed Consent" forms (EXHIBIT "H") and the "Nutritional Risk Screening Form" (EXHIBIT "L"). These forms should be reviewed annually and updated if changes are identified. Forms should be updated more than annually if there is a change in program/services or client status. For those participants who consent to their information being captured, the completed Congregate Registration Form data will be entered into the Statewide Client Data System and the "Informed Consent to Capture form(s)" shall be scanned and uploaded into the Statewide Client Data System. All Clients age 60+ receiving congregate meals are expected to be registered. During the public health emergency, if Client registration is not possible it is expected that the client is identified as being served due to COVID emergency in the Statewide Client Data System, (21-TAM-01).
- b) The Proposer shall have a system for accepting meal reservations including the ability to forecast meals to control program costs. ACDFA shall only reimburse the provider for those meals accompanied by the signature of an eligible participant on the sign in sheet.
- c) The Proposer shall have a procedure in place that ensures that eligible participants are given priority for meals over all guests and staff under sixty.
- d) Congregate meals may be made available to handicapped or disabled persons under

60 years of age who reside in a senior housing facility where congregate meals are served. Clients shall be referred to other supportive services when applicable (e.g., NY Connects, SNAP, HEAP, Transportation, etc.).

- e) The successful Proposer shall maintain daily sign-in sheets at each congregate meal site. All registered participants and volunteers 60+ years are required to sign-in for a meal to be reimbursed. If the registered participant is unable to sign in personally, the meal site manager or designee is required to have a process to monitor, and verify each participant who receives meal and is unable to sign.
- f) Under age 60 guests shall be identified separately from eligible program participants. The Proposer shall have a system to track the monetary contributions of under age 60 guests/participants and volunteers.

4.9 Contributions:

In providing services pursuant to this Agreement, the Proposer shall not charge any fee or require any contribution for participation in any activities or programs it provides to older adults residents of Albany County, the Proposer shall:

- a) Adhere to the guidelines set forth in 18-PI-17, (EXHIBIT “M”).
 - The contribution policy shall be explained to all individuals inquiring about the program or service. No client will be denied services for an inability or unwillingness to make a contribution. The Proposer shall not charge any fee or require any contribution for programs covered by funding from ACDFA. Protect the privacy of each older adult regarding contributions;
 - Establish a procedure to safeguard and account for all contributions. Said procedure shall be approved in advance by the Department for Aging;
 - Use all contributions to expand services of the program. The Proposer shall clearly illustrate how the contributions were used for expansion;
 - Not deny services to or discriminate against any older adult in the delivery of service because the older adult did not contribute;
 - Contributions shall be reflected monthly on each voucher in the following manner: voucher amount (i.e., no. of units x rate) less contributions received = net amount due.
- b) ACDFA will determine the “Suggested Meal Contribution”. Proposer agrees to comply with policies and procedures related to contributions made by or on behalf of individuals, including procedures to safeguard and account for all contributions as outlined in the above- referenced NYSOFA Program Instruction. Individuals with self-declared incomes at or above 185 percent of the federal poverty line shall be encouraged to contribute at levels based on the actual meal cost.
 - SNAP benefits shall be accepted for congregate meal contributions upon certification by the Department of Social Services. However, clients that have SNAP benefits shall be encouraged to use these resources to obtain proper nutrition for their other daily meals.

- ACDFA provides the Congregate Meal Site suggested contribution signs that shall be prominently located at sites where the congregate meal takes place and includes the suggested meal contribution rate.
- A contribution lock box with opaque envelopes available shall be visible at the congregate site near or next to the ACDFA Congregate Sign displaying information about the contribution policy.
- Contributions shall be deposited into a locked box by the participant using the opaque envelopes to protect the confidentiality of participant's donation.
- Contributions shall be jointly counted daily by a staff member and either a volunteer or a service program supervisor. The Proposer shall report all contributions monthly. All contributions shall be used to expand services of the program.
- All contributions received each day shall be entered into a ledger and each person counting the contributions shall certify the amount received each day.

4.10 Monitoring:

- a) All program facilities utilized by the Proposer in the delivery of services pursuant to this Agreement are to be open to authorized personnel from the federal government, New York State and Albany County Department for Aging, for the purposes of observation and monitoring contract and program, fiscal operations. The Proposer shall be monitored to ensure they are performing in accordance with requirements of federal, state, and local laws, regulations and guidance documents (including ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan. Additionally, the Proposer shall be monitored to ensure they perform and make expenditures only for authorized items of expense contained in approved budgets. A written report of all inspections will be kept at the Albany County Department for Aging with a copy provided to the Proposer. Any defects or faults found are to be corrected within the designated timeframe or within 24 hours in the case of a health and safety risk. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.
- b) The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and kitchens.
- c) Technical assistance and programmatic information concerning the Home Delivered Meals Program shall be shared by ACDFA as it is received from the New York State Office for Aging. These communications may also comprise special surveys of need, performance reviews and promotion of related programs, advice on special nutrition-related health risks concerning the elderly and warnings concerned with food-borne illnesses.
- d) The Proposer shall furnish a copy of their policies with regards to equal opportunity and non-discrimination for employment.

RECORDS AND RECORDING DATA

4.11 Program Reporting and Claim Forms:

shall be submitted monthly to the Department's Fiscal Director by the 10th day of the following month. Monthly forms and reports consist of the following:

- a) Client Registration Data (for those who consent) and actual units of service must be entered into the Statewide Client Data System each month. For those individuals who do not consent (this should be minimal) an anonymous aggregate unit number must be entered into Statewide Client Data System and align with the itemized breakdown of units of service.
- b) Claim forms shall include an itemized breakdown of units of service and cost per unit. All contributions collected during the month for the service shall be reported on the Congregate Meal Claim Form (EXHIBIT "N") and be subtracted from the gross amount of the claim. Vouchers will be paid on the net (services x units = gross less contributions = net) amount. A claim will not be processed for payment if the units entered into the Statewide Client Data System do not match the units billed.

4.12 Program Surveys and Performance Targets:

- a) Each congregate meal participant shall be given an opportunity to comment on the meals. The participant aka "client" shall receive the Client Satisfaction Survey, (EXHIBIT "O") at the end of the service or at a minimum annually. Returned surveys shall be reviewed and tabulated on the Outcomes and Performance Target Reporting Form, (EXHIBIT "P") and sent in with the monthly claim form.
 - b) The Proposer is required to present a minimum of six (6) pre-approved "Nutrition and Health Education Presentations" per year at each congregate site. The Proposer shall report to ACDFA the number of participants, the presentation topic, the presenter and date of the presentation on the Nutritional and Health Education Report. The Proposer is required to solicit feedback annually from congregate participants regarding the nutrition and health education utilizing the ACDFA "Nutrition and Health Presentation Survey". In order to assess the success and impact of Nutrition Education offered to congregate participants each client shall receive the Nutrition Education Survey (EXHIBIT "Q") at a minimum annually. These surveys should be submitted along with the Nutrition Education Report (EXHIBIT "R") and sent in with monthly claim form.
- 4.13 Complete and proper accounting records shall be maintained by the Proposer which shall clearly identify the costs of the work performed under this Agreement. Upon County request, such records shall be subject to periodic and final audit by the County. Any attempt to delay the County's audit of program records shall constitute a breach of contract, and shall entitle the County to the remedies set forth in Article 3 of Schedule

A, as well as all other remedies for breach of contract and/or fiduciary duty available in law or equity.

4.14 All program records shall be accessible to the County, the New York State Office of Aging, and the New York State Comptroller for a period of six (6) years following the date of final payment by the County to the Proposer for the performance of the work contemplated herein. The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and/or other facilities upon request.

4.15 The Proposer will provide an accounting of total costs of U.S. origin foods purchased and eligible for USDA reimbursement by the Federal government. USDA funds provided to the Home Delivered Meals Program shall be based on the prevailing rate at the time of payment to the Proposer and only for those meals meeting regulatory requirements. USDA reimbursement funds are only available towards foods grown and processed within the USA, (EXHIBIT "S").

4.16 The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFA staff. Copies must be made available to ACDFA upon request.

4.17 Other Program and Services:

- a) Each month, Successful Proposers shall receive copies of the ACDFA Nutrition Information. The Contractor shall distribute the Nutrition Information to each participant.
- b) The Proposer shall participate in the Senior Nutrition Farmer's Market Program. This is a seasonal program and guidance is provided by ACDFA.

VOTER REGISTRATION

4.18 The Proposer shall offer voter registration forms to persons upon an initial application for services, and with each renewal, recertification, or change of address for relating to such services (EXHIBIT "T").

- a) The Proposer shall assist applicants the same way the applicant would be provided assistance in completing any agency forms.
- b) The Proposer will forward any forms received to the appropriate Board of Elections within ten (10) days of acceptance of a form.

DISASTER EMERGENCY

4.19 The successful proposer shall comply with all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines

Albany County Request for Contract Approval

Contract #	2024-2306
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFP
Department	A6772 - Aging
Date Submitted	Monday, September 16, 2024
Contact Person	Dillon, Patrick
Contact Phone	518-447-7733
Vendor Info	Allie B's Cozy Kitchen 353 Clinton Avenue, Albany, New York 12206
Estimated Amount	\$21,600.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	The Department for Aging (DFA) requests legislative approval to enter into a new contract with Allie B's Cozy Kitchen, to provide Congregate Meal Services to older adults in Albany County and meet specific criteria as required by Albany County and NYSOFA. Allie B's Cozy Kitchen shall provide Congregate Meal Services to older adults and serve 1800 meals at their one (1) congregate site.
Budget Line Item	AA6772 - 44046 -
Fiscal Impact	County: 9.00% State: 0.00% Federal: 91.00%
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
DEPARTMENT FOR AGING
100 HERITAGE LANE
ALBANY, NEW YORK 12211
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board
From: Patrick Dillon, Contract Administrator
Date: September 17, 2024
Regarding: Request for CAB Approval

Contractor – Allie B's Cozy Kitchen
Contract Amount – \$ 21,600.00
Contract Term – 1/1/2025 – 12/31/2025
Funding Source – 91% - Federal, 9% - County

The Department for Aging (DFA) requests legislative approval to enter into a new contract with Allie B's Cozy Kitchen, to provide Congregate Meal Services to older adults in Albany County and meet specific criteria as required by Albany County and NYSOFA. Allie B's Cozy Kitchen shall provide Congregate Meal Services to older adults and serve 1800 meals at their one (1) congregate site.

A Request for Proposal No. 2024-089 issued on July 11, 2024 requesting providers submit a proposal regarding Congregate Meals. There was seven (7) proposals evaluated and rated by the department scoring committee using the following criteria:

- Full demonstrated comprehension of the Scope of Services; including but not limited to; Knowledge of food safety/sanitation regulations and nutrition standards; Current

Dietary Guidelines including knowledge and compliance with USDA nutrition standards.

- Prior experience and/or equivalent training with quantity food production and service projects
- Professional qualifications, staffing, equipment, and demonstrated capabilities.
- Total proposed price.

After reviewing the proposals and rating scores the Congregate Meal proposals were awarded as follows;

1. Albany Jewish Community Center; Awarded - \$36,140.00
2. Colonie Senior Service Centers; Awarded - \$385,000.00
3. Green Island Senior Citizens; Awarded - \$59,850.00
4. Life Path Awarded - \$395,625.00
5. Senior Projects of Ravena; Awarded - \$456,750.00
6. Allie B's Cozy Kitchen Awarded - \$21,600.00
7. Falafel Express - \$19,500.00

Total Awarded to Providers - \$1,374,465.00

Allie B's Cozy Kitchen shall provide nutrition education presentations to program participants at the congregate meal site not less than six (6) times during the contract year Allie B's Cozy Kitchen shall be responsible for ensuring meals meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council.

Congregate Meal Program

RI P 2024-089

Primary Criteria	Weight				Rev. 1				Rev. 2				Rev. 3				Rev. 4				Rev. 5				Rev. 6				Rev. 7				Rev. 8				Rev. 9				Rev. 10				Rev. 11				Rev. 12				Rev. 13				Rev. 14				Rev. 15				Rev. 16				Rev. 17				Rev. 18				Rev. 19				Rev. 20				Rev. 21				Rev. 22				Rev. 23				Rev. 24				Rev. 25				Rev. 26				Rev. 27				Rev. 28				Rev. 29				Rev. 30				Rev. 31				Rev. 32				Rev. 33				Rev. 34				Rev. 35				Rev. 36				Rev. 37				Rev. 38				Rev. 39				Rev. 40				Rev. 41				Rev. 42				Rev. 43				Rev. 44				Rev. 45				Rev. 46				Rev. 47				Rev. 48				Rev. 49				Rev. 50				Rev. 51				Rev. 52				Rev. 53				Rev. 54				Rev. 55				Rev. 56				Rev. 57				Rev. 58				Rev. 59				Rev. 60				Rev. 61				Rev. 62				Rev. 63				Rev. 64				Rev. 65				Rev. 66				Rev. 67				Rev. 68				Rev. 69				Rev. 70				Rev. 71				Rev. 72				Rev. 73				Rev. 74				Rev. 75				Rev. 76				Rev. 77				Rev. 78				Rev. 79				Rev. 80				Rev. 81				Rev. 82				Rev. 83				Rev. 84				Rev. 85				Rev. 86				Rev. 87				Rev. 88				Rev. 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Proposed:

Green School - 4.64
 Life Path - 4.3
 Ravens - 4.2
 CSSC - 3.98
 AJCC - 3.44
 Allie RS - 3.42
 Palahuel - 2.68



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: Pat Dillon
Department for Aging

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: September 12, 2024

RE: RFP-2024-089

I am in receipt of your recommendation to award the aforementioned to the following vendors in the following amounts: amounts:

AJCC; Awarded - \$36,140.00
Colonie Senior Service Centers; Awarded - \$385,000.00
Senior Citizens of Green Island; Awarded - \$59,850.00
Senior Projects of Ravena; Awarded - \$456,750.00
Life Path; Awarded - \$395,625.00
Allie B's Cozy Kitchen - \$21,600.00
Falafel Express - \$19,500.00

Total - 1,374,465.00

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 Albany Jewish Community Center, Colonie Senior Service Centers, Senior Citizens of Green Island, Senior Projects of Ravena, Life Path, Allie B's Cozy Kitchen and Falafel Express.

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

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

DEPARTMENT FOR AGING



RFP # 2024-089

**CONGREGATE MEAL PROGRAM FOR OLDER ADULT
RESIDENTS OF ALBANY COUNTY**

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

SECTION 4: SCOPE OF SERVICES

4.1 Nutritional Content Requirements:

- a) The Proposer shall abide by all pertinent provisions of law, including but not limited to the Federal Older Americans Act, Article 15 of the New York State Executive Law, the Federal Social Security Act. The Proposer shall abide by all other rules regulations or requirements imposed or issued by the New York State Office for Aging, including those requirements set forth in the Standard Clauses for ACDFA, (EXHIBIT "A"), and Standard Assurances (EXHIBIT "A"). The Proposer shall demonstrate knowledge of the Nutrition Program Standards 19-PI-26, Title III-C1 funding for the Congregate Meal program and current U.S. Department of Health and Human Services, USDA regulations (EXHIBIT "B").
- b) The Proposer shall develop formal written procedures and guidelines for all aspects of their congregate meal service delivery, such procedures and guidelines will be distributed to staff at all sites and updated to reflect changes in program requirements as may occur over the term of the Agreement. Copies of all procedures and guidelines developed will be provided to the ACDFA.
- c) The Proposer shall plan, prepare and serve all meals according to the Nutrition Program Standards through the issuance of New York State Office for Aging Program Instructions (PIs) and Technical Assistance Memorandums (TAMs), and adhere to the daily Dietary Reference Intake (DRI)/Recommended Daily Allowance (RDA) and the current Dietary Guidelines for Americans. Compliance with all nutritional guidelines shall be routinely monitored by the regulatory agencies.
- d) The Proposer:
 - Agrees to provide nutritious and balanced meals to all clients according to the approved menu. Note: No special medical, therapeutic and/or modified consistency diets are offered through the ACDFA meal program.
 - Agrees to produce attractive, palatable and satisfying meals with consideration given to participant and volunteer comments and ACDFA Dietitian evaluations.
- e) The Proposer shall prepare and provide meals that meet a minimum of one-third (1/3) for one meal and two-thirds (2/3) for two meals of the required daily DRI/RDA. Older adults have specific nutritional needs and should include nutritious, flavorful, and culturally appropriate meals. The Proposer shall submit menus and prepare meals that use a variety of nutrient-dense foods and beverages while choosing foods that limit the intake of saturated fats, have no trans-fats and have little added sugars and salt. Meals shall be planned to keep total fat intake between 20-35 percent of calories, with most fats coming from sources of polyunsaturated and mono-unsaturated fatty acids. Less than 10 percent of calories shall be from saturated fat. Meals shall be prepared with little salt and with a goal of 500-800 mg of sodium per meal. It shall be necessary to utilize some low or lower sodium ingredients to achieve this requirement.

Food and beverages in this regular meal shall be prepared with little to no added sugars and emphasis shall be given to fiber- rich fruits, whole grains, vegetables and fat free or low-fat dairy products (see EXHIBIT "B", page 25 of NYSOFA 19-PI-26).

- f) Meal components, as listed below shall be included, as part of the meal served:
1. Three (3) ounces edible protein, i.e. chicken, beef, pork, fish, cheese, etc.
Casseroles shall be eight (8) ounce portions of which three (3) shall be protein.
 2. Three (3) servings of vegetable and/or fruit, which shall include:
 - One half (½) cup cooked or raw vegetables.
 - One half (½) cup fruit or four (4) ounces of 100% juice.
 - One (1) cup large berries, melon or salad greens.
 3. Two (2) serving of grain, with at least one (1) ounce whole grain, all others shall be enriched grain.
 4. One to Two (1-2) teaspoon oil/fortified margarine spread or butter.
 5. Eight (8) ounces of fat free or low fat, or 1 serving of dairy and/or vitamin D fortified 100% fruit juice, see page 24 of NYSOFA 19-PI-26, (EXHIBIT "B").
 6. One-half (½) cup of dessert.
- g) The Proposer shall procure all food and supplies as required in the preparation of meals in accordance with the standardized recipes and menus as approved by the ACDFR Registered Dietitian.

*Please Note: Omission of any components of the approved menu constitutes a violation of the Menu Policy. Meal reimbursement shall be denied if any part of the meal is omitted. Substitutions require prior approval by the ACDFR Registered Dietitian at least 2 days in advance of the meal service. Substitutions should be a comparable food item of the same food group.

4.2 Targeting:

The Proposer shall make targeted outreach with attention to; low income, low-income minority individuals, and older adults residing in rural areas, older adults with greatest economic need, older adults with limited English proficiency, older individuals who are frail or with severe disabilities older adults with Alzheimer's Disease, or related disorders with neurological and organic brain dysfunction and the caretakers of such individuals to insure that the most critical needs of the targeted population are met. The Proposer shall target and prioritize services to older adult clients in compliance with NYSOFA targeting program instruction 12-PI-08, 13-TAM-01, (EXHIBIT "C").

4.3 Menu Policy, Meals Preparation and Service:

- a) The Proposer shall have on its staff a qualified individual responsible for the overall site operation, who shall be expected to work closely with the ACDFR Registered Dietitian (RD).
- b) The Proposer will follow the ACDFR Menu Development policy (EXHIBIT "D"). All cycle menus shall be submitted for nutritional analysis and approval at least three (3) weeks in advance of implementation. The ACDFR RD will work collaboratively with the Proposer(s)

during the menu review and approval process. Proposers shall keep copies of the approved sample menus on file for one year from the implementation date.

- c) Special Religious and Cultural meals shall be required as part of the Menu Policy and menus shall be submitted for approval by the ACDFA RD prior to serving.
- d) The ACDFA RD assumes all menu items are prepared from scratch vs. prepackaged. If menu items are pre-prepared, processed, cured and/or canned, nutrition labels for those items shall be noted as such and submitted with the menu for analysis. If during a menu cycle or at any time during food purchasing a distributor changes a product the Proposer shall submit the nutritional facts and ingredient label to ACDFA RD for review and approval.
- e) All menu items with more than one ingredient shall have a quantity standardized recipe. Proposers will be required to use the standardized recipes available through the ACDFA Share Point Recipe Program. (EXHIBIT "E").
- f) Due to availability and fluctuating costs of food items on a pre-set menu, the Proposer shall sometimes require an occasional substitution. Changes in the approved menu shall be considered only with prior approval from the ACDFA Registered Dietitian or designee and kept to an absolute minimum.
- g) Failure to comply with the Menu Policy shall be considered a violation of contract requirements. Non-compliant meals shall be denied and as such reimbursement for said meals shall not be considered.

4.4 Kitchen Facilities:

- a) The Proposer shall have NYSOFA approval for the operation of any contracted or directly operated nutrition site, satellite site, central kitchen or facility which prepares, packages or serves meals using NYSOFA administered funding. Operation permits are kept on file at the ACDFA for NYSOFA review.
- b) The Proposer shall prepare within an approved kitchen and/or provide complete meals, portioned for use at all congregate meal sites as required by the County.
- c) The Proposer shall meet requirements for food handling, preparation and service and comply with the New York State Sanitary Code, subpart 14-1. In addition, facilities used for meal preparation and the delivery of meals shall meet all fire and safety regulations as denoted and described in Nutrition Program Standards, (EXHIBIT "B"). The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFA staff. Copies must be made available to ACDFA upon request.
- d) The Proposer shall have written site agreements between the Proposer and all sites serving meals. The site agreement must address as denoted and described in Nutrition Program Standards (EXHIBIT "B"). The Proposer shall be contractually required to maintain

operations at approved sites until written permission to discontinue service is obtained from the ACDFA or the terms of the Agreement ends.

4.5 Staff, Supervision and Training:

- a) The operation of the nutrition program should be overseen by a qualified and responsible supervisory designee, who shall have a thorough knowledge of: supervising and directing the work of others; an ability to plan.
- b) The Proposer shall be responsible for:
 - Implementing staff and volunteer orientation.
 - Coordinating "Staff and Volunteer Training" (EXHIBIT "F")
 - Ensuring compliance with all ACDFA rules and regulations.
- c) Proposer shall furnish the employees and/or volunteers needed for full implementation and operation of the program.
- d) In order to control the operation of the nutrition program the Proposer shall have personnel policies and procedures and job descriptions for all staff and volunteers.
- e) All staff and volunteers shall be warm and welcoming and treat clients with dignity and respect. Staff and volunteers shall be neat, clean and properly dressed.
- f) All staff shall be aware of the physical and social needs of the older adults. The Proposer will be required to provide training and follow the ACDFA protocol especially for emergency situations. Staff and volunteers who note any adverse changes in the client(s) condition or circumstances are required to report to ACDFA or Unit.
- g) The Proposer must have a written policy and procedures for all staff and volunteers which protects the confidentiality and limit the access to the client's information, (EXHIBIT "G") Confidentiality is to be guaranteed for all clients receiving services funded by the US Department of Health and Human Services-Administration on Community Living (ACL), NYSOFA and Albany County. No information may be disclosed that identifies the person or his or her legal representatives unless disclosure is agreed to through written signed informed consent and confidentiality forms, or is required by court order, or by program monitoring by authorized staff from New York State Office for Aging or ACDFA. This includes obtaining the informed consent of an individual for the purpose of disclosing personal information to service providers for referral or any other purpose. In addition, other laws governing consent to capture, share, and disclose client information may apply generally to all individuals or to specific population groups, (EXHIBIT "H").

4.6 Food Service Practice Compliance:

- a) The Proposer shall comply with the New York State Sanitary Code, subpart 14-1 and local health and sanitation regulations. The older population is a high-risk population and are at greater risk for foodborne illness. The Proposer shall ensure proper handling of potentially

hazardous foods at each stage of food handling, preparation and delivery. Time-temperature testing shall be conducted using an approved food grade thermometer. Time-temperatures will be monitored and recorded according to ACDFA policy and procedure. The Proposer shall ensure that all time and temperature regulations are followed, (EXHIBIT "I").

- b) Handling of potentially hazardous foods required by regulations include:
 - Reaching internal temperature of cooked foods according to regulations and maintain holding temperatures of hot foods at minimum temperature of 140 degrees Fahrenheit.
 - Keeping cold foods at or below 45 degrees Fahrenheit, (see EXHIBIT "B", page 14; NYSOFA 19-PI- 26).
 - Maintain frozen foods at or below 0 degrees Fahrenheit.
- c) Potentially hazardous foods will be held at the respective temperatures during transportation and holding prior to service. Hot foods shall not be held longer than two (2) hours after the completion of cooking.
- d) The Proposer shall have a policy and procedure for food delivered to satellite sites. This will include monitoring of transport vehicles for regular maintenance and cleanliness, appropriate and functioning equipment for transport of hot, cold and/or frozen foods. Hot foods shall be packed separately from cold and frozen food items. The Proposer shall have a written contingency plan of resolution in the event the above standards are not met. The Proposer will notify the ADCFA within a reasonable time frame to report any issues with non-compliance with time and temperatures including corrective action. Time and Temperature Logs must be monitored and submitted to ACDFA as directed in the policy and procedure. (EXHIBIT "I").

4.7 Congregate Dining Site Environment:

- a) The Contractor Congregate sites are located in as close proximity to the majority of eligible older individuals' residences as feasible. All sites must be in an area that is easily accessible to the target population and in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.
- b) The dining site shall be accessible and open at least one (1) hour before and after the meal to permit all participants to eat a leisurely meal, enjoy social contact and to take advantage of other services at the site. The Proposer shall monitor and enforce the time of meal service within a specific time frame the dining site is open to the maximum extent possible, sites should be open at least up to five (5) days a week to have a greater impact on the nutritional status of the participants.
- c) The Proposer will, to the maximum extent possible, provide for supportive, educational and/or recreational services and activities at the congregate meal site (sites).

- d) A copy of the signed approved menu by the ACDFA Registered Dietitian must be prominently displayed in the food preparation area of the kitchen at all times and used for reference.
- e) All Congregate Sites shall have a monthly menu posted and copies available for participants to take.
- f) Congregate meal providers have the option to allow participants to take leftover food home. Providers who do not allow food to be taken from their congregate sites must have a procedure in place to communicate this to participants. Those Proposers who allow participants to take leftovers home must follow the ACDFA policy and procedure. (EXHIBIT "J")
- g) Closures other than federal, state and county holidays must be communicated to ACDFA as follows:
 - Notification of pre-determined date(s) of closing and reason is noted on the approved cycle menu.
 - In the case of inclement weather, emergencies or unforeseen situations the Proposer shall notify ACDFA of the situation immediately.

4.8 Client Eligibility, Registration and Sign-in Sheets:

- a) The Proposer shall ensure all potential participants complete an ACDFA Client Registration Form (EXHIBIT "K") and applicable "Informed Consent" forms (EXHIBIT "H") and the "Nutritional Risk Screening Form" (EXHIBIT "L"). These forms should be reviewed annually and updated if changes are identified. Forms should be updated more than annually if there is a change in program/services or client status. For those participants who consent to their information being captured, the completed Congregate Registration Form data will be entered into the Statewide Client Data System and the "Informed Consent to Capture form(s)" shall be scanned and uploaded into the Statewide Client Data System. All Clients age 60+ receiving congregate meals are expected to be registered. During the public health emergency, if Client registration is not possible it is expected that the client is identified as being served due to COVID emergency in the Statewide Client Data System, (21-TAM-01).
- b) The Proposer shall have a system for accepting meal reservations including the ability to forecast meals to control program costs. ACDFA shall only reimburse the provider for those meals accompanied by the signature of an eligible participant on the sign in sheet.
- c) The Proposer shall have a procedure in place that ensures that eligible participants are given priority for meals over all guests and staff under sixty.
- d) Congregate meals may be made available to handicapped or disabled persons under

60 years of age who reside in a senior housing facility where congregate meals are served. Clients shall be referred to other supportive services when applicable (e.g., NY Connects, SNAP, HEAP, Transportation, etc.).

- e) The successful Proposer shall maintain daily sign-in sheets at each congregate meal site. All registered participants and volunteers 60+ years are required to sign-in for a meal to be reimbursed. If the registered participant is unable to sign in personally, the meal site manager or designee is required to have a process to monitor, and verify each participant who receives meal and is unable to sign.
- f) Under age 60 guests shall be identified separately from eligible program participants. The Proposer shall have a system to track the monetary contributions of under age 60 guests/participants and volunteers.

4.9 Contributions:

In providing services pursuant to this Agreement, the Proposer shall not charge any fee or require any contribution for participation in any activities or programs it provides to older adults residents of Albany County, the Proposer shall:

- a) Adhere to the guidelines set forth in 18-PI-17, (EXHIBIT "M").
 - The contribution policy shall be explained to all individuals inquiring about the program or service. No client will be denied services for an inability or unwillingness to make a contribution. The Proposer shall not charge any fee or require any contribution for programs covered by funding from ACDFA. Protect the privacy of each older adult regarding contributions;
 - Establish a procedure to safeguard and account for all contributions. Said procedure shall be approved in advance by the Department for Aging;
 - Use all contributions to expand services of the program. The Proposer shall clearly illustrate how the contributions were used for expansion;
 - Not deny services to or discriminate against any older adult in the delivery of service because the older adult did not contribute;
 - Contributions shall be reflected monthly on each voucher in the following manner: voucher amount (i.e., no. of units x rate) less contributions received = net amount due.
- b) ACDFA will determine the "Suggested Meal Contribution". Proposer agrees to comply with policies and procedures related to contributions made by or on behalf of individuals, including procedures to safeguard and account for all contributions as outlined in the above- referenced NYSOFA Program Instruction. Individuals with self-declared incomes at or above 185 percent of the federal poverty line shall be encouraged to contribute at levels based on the actual meal cost.
 - SNAP benefits shall be accepted for congregate meal contributions upon certification by the Department of Social Services. However, clients that have SNAP benefits shall be encouraged to use these resources to obtain proper nutrition for their other daily meals.

- ACDFA provides the Congregate Meal Site suggested contribution signs that shall be prominently located at sites where the congregate meal takes place and includes the suggested meal contribution rate.
- A contribution lock box with opaque envelopes available shall be visible at the congregate site near or next to the ACDFA Congregate Sign displaying information about the contribution policy.
- Contributions shall be deposited into a locked box by the participant using the opaque envelopes to protect the confidentiality of participant's donation.
- Contributions shall be jointly counted daily by a staff member and either a volunteer or a service program supervisor. The Proposer shall report all contributions monthly. All contributions shall be used to expand services of the program.
- All contributions received each day shall be entered into a ledger and each person counting the contributions shall certify the amount received each day.

4.10 Monitoring:

- a) All program facilities utilized by the Proposer in the delivery of services pursuant to this Agreement are to be open to authorized personnel from the federal government, New York State and Albany County Department for Aging, for the purposes of observation and monitoring contract and program, fiscal operations. The Proposer shall be monitored to ensure they are performing in accordance with requirements of federal, state, and local laws, regulations and guidance documents (including ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan. Additionally, the Proposer shall be monitored to ensure they perform and make expenditures only for authorized items of expense contained in approved budgets. A written report of all inspections will be kept at the Albany County Department for Aging with a copy provided to the Proposer. Any defects or faults found are to be corrected within the designated timeframe or within 24 hours in the case of a health and safety risk. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.
- b) The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and kitchens.
- c) Technical assistance and programmatic information concerning the Home Delivered Meals Program shall be shared by ACDFA as it is received from the New York State Office for Aging. These communications may also comprise special surveys of need, performance reviews and promotion of related programs, advice on special nutrition-related health risks concerning the elderly and warnings concerned with food-borne illnesses.
- d) The Proposer shall furnish a copy of their policies with regards to equal opportunity and non-discrimination for employment.

RECORDS AND RECORDING DATA

4.11 Program Reporting and Claim Forms:

shall be submitted monthly to the Department's Fiscal Director by the 10th day of the following month. Monthly forms and reports consist of the following:

- a) Client Registration Data (for those who consent) and actual units of service must be entered into the Statewide Client Data System each month. For those individuals who do not consent (this should be minimal) an anonymous aggregate unit number must be entered into Statewide Client Data System and align with the itemized breakdown of units of service.
- b) Claim forms shall include an itemized breakdown of units of service and cost per unit. All contributions collected during the month for the service shall be reported on the Congregate Meal Claim Form (EXHIBIT "N") and be subtracted from the gross amount of the claim. Vouchers will be paid on the net (services x units = gross less contributions = net) amount. A claim will not be processed for payment if the units entered into the Statewide Client Data System do not match the units billed.

4.12 Program Surveys and Performance Targets:

- a) Each congregate meal participant shall be given an opportunity to comment on the meals. The participant aka "client" shall receive the Client Satisfaction Survey, (EXHIBIT "O") at the end of the service or at a minimum annually. Returned surveys shall be reviewed and tabulated on the Outcomes and Performance Target Reporting Form, (EXHIBIT "P") and sent in with the monthly claim form.
- b) The Proposer is required to present a minimum of six (6) pre-approved "Nutrition and Health Education Presentations" per year at each congregate site. The Proposer shall report to ACDFA the number of participants, the presentation topic, the presenter and date of the presentation on the Nutritional and Health Education Report. The Proposer is required to solicit feedback annually from congregate participants regarding the nutrition and health education utilizing the ACDFA "Nutrition and Health Presentation Survey". In order to assess the success and impact of Nutrition Education offered to congregate participants each client shall receive the Nutrition Education Survey (EXHIBIT "Q") at a minimum annually. These surveys should be submitted along with the Nutrition Education Report (EXHIBIT "R") and sent in with monthly claim form.

- 4.13 Complete and proper accounting records shall be maintained by the Proposer which shall clearly identify the costs of the work performed under this Agreement. Upon County request, such records shall be subject to periodic and final audit by the County. Any attempt to delay the County's audit of program records shall constitute a breach of contract, and shall entitle the County to the remedies set forth in Article 3 of Schedule

A, as well as all other remedies for breach of contract and/or fiduciary duty available in law or equity.

4.14 All program records shall be accessible to the County, the New York State Office of Aging, and the New York State Comptroller for a period of six (6) years following the date of final payment by the County to the Proposer for the performance of the work contemplated herein. The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and/or other facilities upon request.

4.15 The Proposer will provide an accounting of total costs of U.S. origin foods purchased and eligible for USDA reimbursement by the Federal government. USDA funds provided to the Home Delivered Meals Program shall be based on the prevailing rate at the time of payment to the Proposer and only for those meals meeting regulatory requirements. USDA reimbursement funds are only available towards foods grown and processed within the USA, (EXHIBIT "S").

4.16 The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFA staff. Copies must be made available to ACDFA upon request.

4.17 Other Program and Services:

- a) Each month, Successful Proposers shall receive copies of the ACDFA Nutrition Information. The Contractor shall distribute the Nutrition Information to each participant.
- b) The Proposer shall participate in the Senior Nutrition Farmer's Market Program. This is a seasonal program and guidance is provided by ACDFA.

VOTER REGISTRATION

4.18 The Proposer shall offer voter registration forms to persons upon an initial application for services, and with each renewal, recertification, or change of address for relating to such services (EXHIBIT "T").

- a) The Proposer shall assist applicants the same way the applicant would be provided assistance in completing any agency forms.
- b) The Proposer will forward any forms received to the appropriate Board of Elections within ten (10) days of acceptance of a form.

DISASTER EMERGENCY

4.19 The successful proposer shall comply with all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines

Albany County Request for Contract Approval

Contract #	2024-2307
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFP
Department	A6772 - Aging
Date Submitted	Monday, September 16, 2024
Contact Person	Dillon, Patrick
Contact Phone	518-447-7733
Vendor Info	Colonie Senior Resources 12 Metro Park, Suite 103, Albany, New York 12205
Estimated Amount	\$78,500.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	The Contractor shall provide services to Albany County caregivers of older adults age 60 years and older. Services include public information and assistance as well as counseling and case management.
Budget Line Item	AA6772 44046
Fiscal Impact	County: 25.00% State: 0.00% Federal: 75.00%
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
DEPARTMENT FOR AGING
100 HERITAGE LANE
ALBANY, NEW YORK 12211
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
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WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board
From: Patrick Dillon, Contract Administrator
Date: September 17, 2024
Re: Request for CAB approval

Program:	III Elderly Caregiver
Provider:	Town of Colonie Resource Center
Contract Term:	1/1/25 – 12/31/25
Contract Amount:	\$78,500.00
Older Adults Served:	100+ Care Receivers / Caregivers

This request is for approval to enter into a contract with the said Contractor to ensure the provision of caregiver support program for the stated contract term. The Contractor will provide the following services to older adults 60 years and older and their caregivers in Albany County:

1. Public Information and assistance – the Contractor shall provide 1000 individual caregiver information sessions and 12 public information articles.
2. Caregiver Case Assistance/Consult and Program Placement and Caregiver Counseling – the Contractor assists caregivers in gaining knowledge and skills related to the caregiver role such as daily living, legal issues (power of attorney, living wills), managing difficult behaviors, nutrition, health and wellness this shall include 400 caregiver counseling sessions and 50 case management sessions.

A Request for Proposal No. 2024-107 issued on August 22, 2024 requesting providers submit a proposal regarding Elder Caregiver Services. There was five (5) proposals evaluated and rated by the department scoring committee using the following criteria:

- Clarity and completeness of proposal.

- Proposer's qualifications and past experience in serving target population.
- Responsiveness to the initiative's priorities and goals.
- Clarity of proposed budget.
- Proposers plan to work with other providers and organizations to facilitate coordination and minimize duplication effort.

After reviewing the proposals and rating scores the Elder Caregiver Service proposals were awarded as follows;

1. Life Path; Awarded - \$75,000.00
2. Colonie Senior Service Centers; Awarded - \$36,000.00
3. Town of Colonie Senior Resources; Awarded - \$78,500.00
4. Community Caregivers; Awarded - \$20,370.00
5. Catholic Charities; Awarded - \$49,140.00

Total Awarded to Providers - \$259,010.00

Caregiver Services

RFP #2024-107

RFP #2024-107																					
Primary Criteria	Rate (1-5)	Weight	Score	CATHOLIC CHARITIES					COMMUNITY CAREGIVERS					LIFE PATH							
				Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Total	Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Total	Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Total
Clarity and completeness of proposal.		20%	-	0.80	0.80	1.00	0.60	0.70	0.52	0.60	0.80	1.00	0.80	0.75	0.75	0.80		0.80	0.80	0.65	0.77
Proposer's qualifications and past experience in serving target population.		20%	-	0.60	0.80	1.00	0.80	0.60	0.48	0.60	0.80	1.00	1.00	0.80	0.84	0.80		0.80	0.90	0.86	
Responsiveness to the initiative's priorities and goals.		30%	-	0.60	1.20	1.50	1.20	0.83	0.99	0.60	1.20	1.50	1.50	1.20	1.80	1.20		1.50	1.28	1.91	
Clarity of proposal budget.		20%	-	0.80	0.60	0.80	0.80	0.75	0.44	0.40	0.60	0.80	1.00	0.75	0.71	1.00		1.00	0.60	1.14	
Proposers plan to work with other providers and organizations to facilitate coordination and minimize duplication effort.		10%	-	0.30	0.40	0.50	0.50	0.38	0.12	0.30	0.40	0.50	0.40	0.43	0.20	0.50		0.40	0.40	0.21	
		Total	-	3.10	3.80	4.80	3.90	3.25	2.55	2.50	3.80	4.80	4.50	3.93	4.30	4.30		4.70	3.80	4.89	

Primary Criteria	Rate (1-5)	Weight	Score	CSCC					TOWN OF COLONIE						
				Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Total	Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Total
Clarity and completeness of proposal.		20%	-	1.00	0.80	0.80	0.80	0.50	0.52	0.60	0.80	0.80	0.80	0.76	
Proposer's qualifications and past experience in serving target population.		20%	-	1.00	0.80	1.00	0.80	0.55	0.56	0.60	0.80	1.00	0.80	0.84	
Responsiveness to the initiative's priorities and goals.		30%	-	1.20	1.20	1.50	1.20	0.90	1.17	0.80	1.20	1.50	1.20	1.69	
Clarity of proposal budget.		20%	-	0.80	0.60	0.80	0.60	0.15	0.44	0.40	0.60	0.60	1.00	0.65	
Proposers plan to work with other providers and organizations to facilitate coordination and minimize duplication effort.		10%	-	0.40	0.40	0.40	0.30	0.03	0.12	0.20	0.40	0.40	0.50	0.19	
		Total	-	4.40	3.80	4.50	3.70	2.13	2.81	2.40	3.80	4.30	4.30	3.98	4.13

- 1.) Life Path - 4.89
- 3.) Town of Colonie - 4.13
- 5.) Community Caregivers - 4.30
- 2.) Colonie Senior Service Centers - 2.81
- 4.) Catholic Charities - 2.55



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: Deborah Riitano Commissioner
Department for Aging

FROM: Pamela O Neill *Pamela (ms)*
Purchasing Agent

DATE: September 16, 2024

RE: RFP #2024-107 Caregiver Support Programs

I am in receipt of your recommendation to award the following firms: Colonie Senior Resources in the amount of \$78,500.00. Life Path in the amount of \$75,000.00. Colonie Senior Service Centers in the amount of \$36,000.00. Catholic Charities in the amount of \$49,140.00, and Community Caregivers in the amount of \$20,370.00. With the grand total awarded to providers \$259,010.00.

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 Colonie Senior Resources, Life Path, Colonie Senior Service, Catholic Charities and Community Caregivers.

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

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

DEPARTMENT FOR AGING



RFP# 2024-107

CAREGIVER SUPPORT PROGRAMS

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

SECTION 4: SCOPE OF SERVICES NATIONAL FAMILY CAREGIVER SUPPORT PROGRAM (NFCSP)

4.1 The Contractor, must comply with and require its caregiver support service providers to comply with all applicable federal, State, and local laws, regulations and issuances, including the ADA and Section 504 of the Rehabilitation Act, and all program standards, standard assurances, and program instructions (PIs) issued by NYSOFA that apply to such activities. (EXHIBIT "A").

4.2 CAREGIVER SUPPORT, SERVICE, AND DELIVERY

The Contractor, must make the following services available to eligible caregivers in accordance with OAA § 373(b): f) The NFCSP program: 1. Meet the needs of the caregiver and enhance support given to the care receiver; 2. Help the caregiver become a better advocate and more confident in assisting the care receiver with their physical, cognitive and behavior needs; 3. Help deter placement in a long-term care facility and promote continued care within the home and/or in an alternative community setting for older adults for as long as possible or desirable; and 4. Help provide support to older relative caregivers for children, if desired.

The proposer delivering respite and/or supplemental services shall indicate if they will be able to complete assessments and input data for their services. If you are unable to complete and enter the assessment's please indicate that within the proposal. The proposer shall indicate whether they will be able to complete additional assessments for other III-E providers.

The proposal must state the type of Caregiver services and the number of units to be delivered

a) **Public Information:** provides outreach activities and interventions initiated by the provider for the purpose of identifying potential clients and encouraging their use of the available services and benefits. Information services can include: articles in newspapers, brochures, public service announcements on radio, television, or group presentations and at events such as health fairs. There is no client eligibility/ data collection requirement for public information. One unit = one session or event.

b) **Information and Assistance:** provides assistance to caregivers in gaining access to the services and resources available within their community on a one to one basis. The caregiver may be assisted in defining problems/needs and capacities, receives direction or guidance relative to those problems and is linked to services and opportunities to meet the problems/needs. Also included in this is follow-up, to the extent possible, ensuring that the caregiver receives the service. One unit = individual session.

c) **Support Groups & Caregiver Training:** Counseling, support groups and training refer to arrange of individual and /or group services that are intended to assist caregivers in gaining knowledge and/or skills related to their caregiver role. Counseling may include individual or group counseling, mediation or resolution, peer counseling, grief counseling. The groups

may be in-person, on-line and/or telephone support groups. Groups may be designed for anyone in a caregiving role or they may be for specific caregivers. They may be educational and/or supportive and sharing, long term or short term. Training programs may be delivered in one session or in a series, the duration may vary from an hour to a full day or longer, and cover numerous topics that can help and support the caregiver in their caregiving capacity. Examples are skills related to assisting care receivers with activities of daily living, legal issues such as power of attorney and living wills, managing difficult behaviors, nutrition, health/wellness such as stress reduction exercises. One unit = one group or individual session.

d) **Respite:** Respite provides caregivers with a temporary break from their caregiving responsibilities while at the same times providing direct services to the care recipient. It must meet the needs of both the caregiver and the care receiver. It can take the form of In-Home Contact & Support (e.g., personal care level I or level II, home health aid or supervision/companion), Adult Day Services (social adult day care or adult day health care) or overnight respite (e.g., nursing home, adult home, assisted living facility.). an older adult (60 and older) who is functionally impaired because the person is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing or supervision; or, an older adult who has a cognitive or other mental impairment that requires substantial supervision because the person behaves in a manner that poses a serious health or safety hazard to the person or to another person. One unit = one hour of service of contact of in-home contact & support, one occurrence of shopping assistance, one hour of 24 hour nursing home/adult care facility or one hour of day care program.

e) **Supplemental Services:** Personal Emergency Response Systems (PERS) and Transportation: Supplemental services are meant to compliment the care provided by the caregivers such as escort transportation, HDM's, and PERS. This service type has a funding cap. The program cannot spend more than 20% on supplemental services. In order for the caregiver to be eligible, the care receiver must be frail as defined in the Older Americans Act. This means that the care receiver is functionally impaired because the person is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing or supervision; or, an older adult who has a cognitive or other mental impairment that requires substantial supervision because the person behaves in a manner that poses a serious health or safety hazard to the person or to another person with 2 ADL's or cognitive impairment. Transportation unit = one way trip, PERS = one unit for each month.

f) **Emergency Respite;** 1. The designated contractor, has the option of offering an emergency respite component. All eligibility requirements applicable to traditional services under the NFCSP also apply to this service delivery model. 2. Policies and procedures must be established and should comply with the standards and requirements defined this document. 3. A caregiver assessment must be completed within five (5) business days after the start of emergency respite service delivery.

4.3 PARTICIPANT ELIGIBILITY AND ASSESSMENTS

The following populations of caregivers are eligible for services under the NFCSP:

- a. Adult family members or other informal caregivers eighteen (18) years of age and older providing care to individuals sixty (60) years of age and older;
- b. Adult family members or other informal caregivers eighteen (18) years of age and older providing care to individuals of any age with Alzheimer's disease or related disorder. Related disorders include dementia, traumatic brain injury, mild cognitive impairment, and chronic traumatic encephalopathy;
- c. Older relatives (not the parents) fifty-five (55) years of age and older living with and providing care to children under the age of eighteen (18); and
- d. Older relatives (including the parents), fifty-five (55) years of age and older living with and providing care to an adult(s) age eighteen (18) to fifty-nine (59) with disabilities.

NOTE: Respite and supplemental services must only be provided to the caregivers of "frail" older adults (refer to definition of frail in Section II). Caregivers who meet the definition of older relative caregiver are eligible for all five (5) service types.

4.4 ACCESSIBILITY AND PRIORITIZATION

The designated contractor, must have an NFCSP that satisfies the following requirements:

- a. Provides barrier-free access to its services that accommodates individuals with disabilities and access for individuals who communicate in languages other than English, and ensure accessibility compliance in the following:
 - i. Physical accessibility, as per federal, State, and local laws, regulations, and issuances;
 - ii. Language accessibility for consumers with limited English proficiency (at a minimum, must establish a telephonic interpretation service contract with language interpretation services provider); and
 - iii. Communication accessibility for individuals with disabilities through auxiliary aids and services such as 711/NY Relay, TTY/TTD, large print materials, audio recordings, or Braille.
- b. Provides maximum service accessibility to caregivers who are in the greatest social or economic need, with particular attention to low-income minority individuals.
- c. To the maximum extent possible, makes space available supportive services, educational services, and recreational activities that protects the privacy of participants.
- d. Ensures participants are registered in accordance with NYSOFA's reporting requirements.
- e. Monitors participants to determine the need for additional caregiver support services and facilitates referrals when necessary.

- f. Has processes for NFCSP service providers (direct or contracted) to alert the AAA to conditions or circumstances which may endanger the caregiver, care receiver, other participants, workers, or volunteers.

Assessment: Clients of respite or supplemental services must receive a comprehensive face-to-face assessment before services can be delivered. The assessment will determine the functioning capacity of the care receiver. Assessment will consist of care planning, arranging for services, and follow up monitoring and discharge. The assessment process will help the caregiver and care receiver gain access to appropriate services, benefits and entitlements. For associated expenses related to this service.

4.5 MONITORING

The Contractor designated by the AAA, must adopt written policies and procedures for the following:

- a. Monitoring all contracted and directly provided caregiver support services in accordance with NYSOFA's monitoring requirements, including a review of caregiver support program specific requirements; and
- b. Ensuring documentation of all monitoring and technical assistance activities.

4.6 CONTRIBUTIONS

The Contractor designated by the AAA, must implement voluntary contribution policies and procedures consistent with NYSOFA's most recent Program Income Policy.

4.7 INSURANCE

The Contractor designated by the AAA, must require each caregiver support provider to maintain the following forms of insurance coverage when applicable and feasible:

- Facility insurance;
- Vehicle insurance;
- Workers' compensation;
- Unemployment;
- Product liability;
- Personal liability, including volunteers; and
- Bonding/commercial insurance policy covering losses from employee theft.

4.8 CONTRACTS WITH SERVICE PROVIDERS

The Contractor designated by the AAA, will ensure that all contracts with caregiver support service providers include:

- a. Contract terms that are consistent and compliant with federal, State, and local laws, regulations, and issuances. They must include the NYSOFA standard assurances and these program standards;

b. Contract terms that specifically delineate as appropriate:

- Service locations;
- Type(s) of services and units of service to be provided;
- Proposed service costs;
- Participant eligibility and targeted populations to be served;
- The respective authorities and responsibilities of the AAA and the designated contractor (e.g., maintenance of facility, cancellation clause, hiring and training staff and volunteers);
- Reporting requirements;
- Program monitoring and assessments;
- Contribution policies and procedures;
- Insurance;
- Licensing requirements, if applicable;
- Staff and volunteer qualifications and requirements;
- Caregiver support service requirements; and
- Other applicable policies and procedures.

c. A provision that contractors designated by the AAA will allow for and cooperate with the monitoring visits and audits by the AAA and federal, State, and local officials.

d. Provisions requiring:

- The contract agency to engage in interagency coordination;
- The contract agency to adopt one (1) or more mechanisms for targeting individuals in the greatest social and economic need;
- The contract agency has any software needed to be able to collect and report all required data for caregivers served; and
- The contract agency to report and manage generated program income.

4.9 QUALITY ASSURANCE

The contractor designated by the AAA, must:

- a. Make consultation and supervision available to all staff and volunteers providing services under the NFCSP;
- b. Review participant case records at least once every three (3) months to ensure compliance with the standards described in this document;
- c. Conduct regular and systematic analysis of the individuals served under the NFCSP; and

- d. Assess the impact and quality of the NFCSP services using the NFCSP Quality Assurance Survey, at least annually. The results of this analysis are to be used as a basis for planning and implementing changes in the NFCSP goals, policies, procedures, and resources.

4.10 RECORD RETENTION

The contractor designated by the AAA, must require:

- a. Each NFCSP service provider to retain the following records for one (1) year after the ending date of the program period:
 - Caregiver assessments;
 - Caregiver education programs, surveys, and units of service;
 - Caregiver counseling participant files and units of service; and
 - Participant surveys and evaluations.
- b. Each NFCSP service provider to retain the following records for six (6) years after the ending date of the program period:
 - Caregiver participant registration;
 - Contribution collection and deposit records;
 - All income and expense records;
 - Contract, budget, and payroll/timesheet documents;
 - AAA monitoring reports of contracted service providers and directly provided caregiver support services;
 - Caregiver coordinator training record; and
 - Participant, staff, and volunteer service records (e.g., sign-in sheets).

4.11 BACKGROUND CHECKS

The Contractor designated by the AAA, must:

- a. Screen all current and future paid and volunteer respite care workers associated with the NFCSP using the New York State Division of Criminal Justice Services (DCJS) Sex Offender Registry prior to that volunteer or staff member being offered a respite care paid or volunteer opportunity, including training or employment by the AAA or the designated contractor. In addition, AAAs and their contractors are encouraged to conduct criminal background checks on all respite care workers and volunteers;
- b. Prohibit any individual listed on the State's Sex Offender Registry from providing direct respite care services under the NFCSP; and
- c. Inform the caregiver of the option to require a prospective respite care worker to undergo a background check when respite care is delivered using a caregiver-directed service delivery model.

2. If the AAA or the designated contractor conduct a background check that is more comprehensive and includes a check of the DCJS Sex Offender Registry, the AAA, or the designated contractor, may continue to use its own background check process instead of following the procedure outlined in these standards.
3. If there is uncertainty about an individual's status on the Sex Offender Registry, the AAA, or the designated contractor, must verify that the individual is not listed on the Sex Offender Registry before offering them a paid or volunteer position.
4. The AAA, or the designated contractor, may conduct a background check by telephone on up to five (5) prospective employees or volunteers by calling 518-457-5837 or 1-800-262-3257.
 - a. The person calling on behalf of the AAA or designated contractor will be asked to provide:
 - Their name, address, and phone number;
 - The prospective employee's or volunteer's full name; and
 - One (1) of the following: complete address, social security number, birth date, or driver's license number of the prospective employee or volunteer.

4.4 There is a requirement to make targeted outreach with attention to; low income, low-income minority individuals and older adults residing in rural areas, older adults with greatest economic need, older adults with limited English proficiency, older individuals who are frail or with severe disabilities older adults with Alzheimer's Disease, or related disorders with neurological and organic brain dysfunction and the caretakers of such individuals to insure that the most critical needs of the targeted population are met. The targeting and prioritizing of services to older adult clients are in compliance with NYSOFA targeting program instruction 12-PI-08, 13-TAM-01, (EXHIBIT "B").

4.5 In providing services there is no charge requirement of any contribution for participation in any activities or programs it provides to older adults residing in Albany County. Contribution made to the program are handled as follows, (EXHIBIT "C");

- The contribution policy shall be explained to all individuals inquiring about the program or service. No client will be denied services for an inability or unwillingness to make a contribution. The Contractor shall not charge any fee or require any contribution for programs covered by funding from ACDFA. Individuals whose self-declared income is at or above 185% of the poverty line must be encouraged to contribute at the actual cost of services.
- Protect the privacy of each older adult regarding contributions;
- Establish a procedure to safeguard and account for all contributions. Said procedure shall be approved in advance by the Department for Aging;
- Use all contributions to expand services of the program. The Contractor shall clearly illustrate how the contributions were used for expansion; and
- Not deny services to or discriminate against any older adult in the delivery of service because the older adult did not contribute.

- 4.6 All program facilities utilized in the delivery of services are to be open to authorized personnel from the United States government, New York State and Albany County Department for Aging, for the purposes of observation and monitoring contract, program and fiscal operations. There is a monitoring process to ensure that services are performed in accordance with requirements of federal, state, and local laws, regulations and guidance documents (including ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan. Additionally, the monitoring process ensures performance and expenditures are for only authorized items of expense contained in approved budgets. A written report of all inspections are kept at the Albany County Department for Aging with a copy provided to the successful Contractor. Any defects or faults found are corrected within 24 hours. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.
- 4.7 All persons providing services are to be of stable personality and high moral character. All employees and volunteers providing services shall at all times be courteous and helpful to each client under their care as well as caregivers or aides of these older adults. All agents or employees involved in the delivery of services are adequately screen to avoid or minimize risks to older adults participating in the program. The Contractor shall ensure that all such agents and employees are competent, conscientious and law-abiding and that each volunteer and employee sign a Confidentiality and Disclosure form, (EXHIBIT "D").
- 4.8 Confidentiality Policy: The Contractor must have a written policy and procedures for all staff and volunteers which protects the confidentiality and limit the access to the client's information. Confidentiality is to be guaranteed for all clients receiving services funded by the US Department of Health and Human Services-Administration on Community Living (ACL), NYSOFA and Albany County. No information may be disclosed that identifies the person or his or her legal representatives unless disclosure is agreed to through written signed informed consent and confidentiality forms, or is required by court order, or by program monitoring by authorized staff from New York State Office for Aging or ACDFA. This includes obtaining the informed consent of an individual for the purpose of disclosing personal information to service providers for refer or any other purpose. In addition, other laws governing consent to capture, share, and disclose client information may apply generally to all individuals or to specific population groups, (EXHIBIT "E").
- 4.9 Referrals are to be accepted and coordinated for the provision of services with the County, the New York State Office for Aging and other designated agencies. If it is determined that services requested as part of such referral cannot be provided, a written report of why such services cannot be provided shall be forwarded to the County in a timely fashion.
- 4.10 No funds allocated for services are used for profit making activities.
- 4.11 For the purposes of informing the Albany County Caregivers about the programs, outreach is required through press releases, distribution of brochures and/or flyers throughout Albany County.

4.12 Comply with all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government. And the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

4.13 RECORDS & REPORTING OF DATA

1. Program Reporting and Claim Forms (EXHIBIT "F") shall be submitted monthly to the Department's Fiscal Director by the 10th day of the following month. Monthly forms and reports consist of the following:

- a) Client Registration Data for older adult participant (for those who provide consent to capture) and actual units of service must be entered into a Statewide Client Data System each month. For those individuals who do not consent an anonymous record must be entered into Statewide Client Data System and align with the itemized breakdown of billed units of service. Prior to implementing respite or supplemental services, the Eligibility Screen Form is required to be completed (EXHIBIT "G").
- b) Claim forms include an itemized breakdown of units of service and cost per unit. All contributions collected during the month for the service shall be reported on the claim form and subtracted from the gross amount of the claim. Vouchers will be paid on the net (services x units = gross less contributions = net) amount. Claim forms are not processed for payment if the units entered into the Statewide Client Data System do not match the units billed. Claims are not paid in the absence of satisfactory monthly reports.
- c) Program Surveys and Performance Targets: In order to assess program satisfaction, the ACDFA Client Survey (EXHIBIT "H") is required to be distributed after receipt of service. Survey results are tabulated on the outcome and performance target report forms (EXHIBIT "I") and sent in with the monthly claim form.

4.14 PROGRAM INCOME—CONTRIBUTIONS

A. In accordance with NYSOFA issuances related to program income, recipients of NFCSP services are provided with the opportunity to voluntarily contribute toward the cost of service. Any voluntary contribution will be referred to as program income and will be used for the sole purpose of expanding supports for caregivers in accordance with funding source requirements.

4.2 Complete and proper accounting records shall be maintained by the Contractor which shall clearly identify the costs of the work performed under this Agreement. Upon County request, such records shall be subject to periodic and final audit by the County. If the Contractor is subject to an audit by an agency of the US Government, then a copy of such annual audit, including exit conference results, if any, shall be provided to ACDFA and the Comptroller of the County of Albany within ten (10) days after receipt by Contractor of the final audit and the exit conference results, if any. If Contractor is not subject to an annual

audit by an agency of the US Government, but receives from the ACDFA funds in excess of \$25,000 in its fiscal year, then contractor shall engage an independent auditor acceptable to the ACDFA to; 1) review the records and accounts of the contractor, 2) render an opinion as to the accuracy and sufficiency of the contractor's records and accounting methods; 3) render an opinion of the contractor's financial position of the fiscal year being audited and any changes therein, including but not limited to its net income or net loss. The audit report by the independent auditor shall be submitted to the ACDFA and Comptroller of the County of Albany within ten (10) days of its receipt by the Contractor. Any attempt to delay the County's audit of program records shall constitute a breach of contract, and shall entitle the County to the remedies set forth in Article 3 of Schedule A, as well as all other remedies for breach of contract and/or fiduciary duty available in law or equity. All program records shall be accessible to the County, the New York State Office of Aging, and the New York State Comptroller for a period of six (6) years following the date of final payment by the County to the Contractor for the performance of the work contemplated herein. The Contractor shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and/or other facilities upon request.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be January 1, 2025 through December 31, 2025.
- 5.2 At the end of the initial one year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for three (3) additional years, in three (3) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

SECTION 6: COST PROPOSAL:

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

SECTION 7: PROPOSAL SUBMISSIONS

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

Albany County Request for Contract Approval

Contract #	2024-2309
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFP
Department	A6772 - Aging
Date Submitted	Monday, September 16, 2024
Contact Person	Dillon, Patrick
Contact Phone	518-447-7733
Vendor Info	Catholic Charities PO Box 28, Rensselaer, New York 12144
Estimated Amount	\$49,140.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	The Contractor shall provide services to Albany County caregivers of older adults age 60 years and older. Services that shall be performed include public information / assistance, case management / assessment and respite.
Budget Line Item	AA6772 - 44046 -
Fiscal Impact	County: 25.00% State: 0.00% Federal: 75.00%
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
DEPARTMENT FOR AGING
100 HERITAGE LANE
ALBANY, NEW YORK 12211
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board
From: Patrick Dillon, Contract Administrator
Date: September 17, 2024
Re: Request for CAB approval

Program:	III Elderly Caregiver
Provider:	Catholic Charities Senior & Caregiver Support Services
Contract Term:	1/1/25– 12/31/25
Contract Amount:	\$49,140.00
Older Adults Served:	40 Care Receivers / Caregivers

This request is for approval to enter into a contract with the said Contractor to ensure the provision of caregiver support program for the stated contract term. The Contractor will provide the following services to older adults 60 years and older and their caregivers in Albany County:

1. Public Information – the Contractor shall address the needs of caregivers and their family and identify potential clients and encourage the use of services and benefits that are available to them.
2. Information and Assistance - the Contractor shall assist the caregiver in defining what their service needs are and how to access the information and service.
3. Assessment – shall be conducted to outline the care plan needed for caregivers.
4. Case management – shall be available to the caregiver as a check in and reassessment. This allows a follow up to see if other services are needed and monitors the situation to see if needs area being met.
5. Respite - the Contractor offers a temporary break to the caregivers by providing direct services to the care recipient. This respite service gives the caregivers essential time to meet their own crucial needs and allows time to rejuvenate and in turn allows them to continue to provide the day to day care their loved ones without risk to their mental or physical health.

A Request for Proposal No. 2024-107 issued on August 22, 2024 requesting providers submit a proposal regarding Elder Caregiver Services. There was five (5) proposals evaluated and rated by the department scoring committee using the following criteria:

- Clarity and completeness of proposal.
- Proposer's qualifications and past experience in serving target population.
- Responsiveness to the initiative's priorities and goals.
- Clarity of proposed budget.
- Proposers plan to work with other providers and organizations to facilitate coordination and minimize duplication effort.

After reviewing the proposals and rating scores the Elder Caregiver Service proposals were awarded as follows;

1. Life Path; Awarded - \$75,000.00
2. Colonie Senior Service Centers; Awarded - \$36,000.00
3. Town of Colonie Senior Resources; Awarded - \$78,500.00
4. Community Caregivers; Awarded - \$20,370.00
5. Catholic Charities; Awarded - \$49,140.00

Total Awarded to Providers - \$259,010.00

Caregiver Services

RFP #2024-107

RFP #2024-107		CATHOLIC CHARITIES					COMMUNITY CAREGIVERS					LIFE PATH									
Primary Criteria	Rate (1-5)	Weight	Score	Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Total	Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Total	Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Total
Clarity and completeness of proposal.		20%	-	0.80	0.80	1.00	0.60	0.70	0.52	0.60	0.80	1.00	0.80	0.75	0.75	0.80	0.80	0.80	0.80	0.65	0.77
Proposer's qualifications and past experience in serving target population.		20%	-	0.60	0.80	1.00	0.80	0.60	0.48	0.60	0.80	1.00	1.00	0.80	0.84	0.80	0.80	1.00	0.80	0.90	0.86
Responsiveness to the initiative's priorities and goals.		30%	-	0.60	1.20	1.50	1.20	0.83	0.99	0.60	1.20	1.50	1.50	1.20	1.80	1.20	1.20	1.50	1.20	1.28	1.91
Clarity of proposal budget.		20%	-	0.80	0.60	0.80	0.80	0.75	0.44	0.40	0.60	0.80	1.00	0.75	0.71	1.00	0.80	1.00	0.60	0.60	1.14
Proposers plan to work with other providers and organizations to facilitate coordination and minimize duplication effort.		10%	-	0.30	0.40	0.50	0.50	0.38	0.12	0.30	0.40	0.50	0.40	0.43	0.20	0.50	0.40	0.40	0.40	0.40	0.21
		Total	-	3.10	3.80	4.80	3.90	3.25	2.55	2.50	3.80	4.80	4.50	3.93	4.30	4.30	4.00	4.70	3.80	3.83	4.89

Primary Criteria	Rate (1-5)	Weight	Score	CSSC					TOWN OF COLONIE						
				Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Total	Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Total
Clarity and completeness of proposal.		20%	-	1.00	0.80	0.80	0.80	0.50	0.52	0.60	0.80	0.80	0.80	0.80	0.76
Proposer's qualifications and past experience in serving target population.		20%	-	1.00	0.80	1.00	0.80	0.55	0.56	0.60	0.80	1.00	0.80	1.00	0.84
Responsiveness to the initiative's priorities and goals.		30%	-	1.20	1.20	1.50	1.20	0.90	1.17	0.60	1.20	1.50	1.20	1.13	1.69
Clarity of proposal budget.		20%	-	0.80	0.60	0.80	0.60	0.15	0.44	0.40	0.60	0.60	1.00	0.65	0.65
Proposers plan to work with other providers and organizations to facilitate coordination and minimize duplication effort.		10%	-	0.40	0.40	0.40	0.30	0.03	0.12	0.20	0.40	0.40	0.50	0.40	0.19
		Total	-	4.40	3.80	4.50	3.70	2.13	2.81	2.40	3.80	4.30	4.30	3.98	4.13

- 1.) Life Path - 4.89
- 3.) Town of Colonie - 4.13
- 5.) Community Caregivers - 4.30
- 2.) Colonie Senior Service Centers - 2.81
- 4.) Catholic Charities - 2.55



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: Deborah Riitano Commissioner
Department for Aging

FROM: Pamela O Neill *Pamela ms*
Purchasing Agent

DATE: September 16, 2024

RE: RFP #2024-107 Caregiver Support Programs

I am in receipt of your recommendation to award the following firms: Colonie Senior Resources in the amount of \$78,500.00. Life Path in the amount of \$75,000.00. Colonie Senior Service Centers in the amount of \$36,000.00. Catholic Charities in the amount of \$49,140.00, and Community Caregivers in the amount of \$20,370.00. With the grand total awarded to providers \$259,010.00.

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 Colonie Senior Resources, Life Path, Colonie Senior Service, Catholic Charities and Community Caregivers.

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

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

DEPARTMENT FOR AGING



RFP# 2024-107

CAREGIVER SUPPORT PROGRAMS

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

SECTION 4: SCOPE OF SERVICES NATIONAL FAMILY CAREGIVER SUPPORT PROGRAM (NFCSP)

4.1 The Contractor, must comply with and require its caregiver support service providers to comply with all applicable federal, State, and local laws, regulations and issuances, including the ADA and Section 504 of the Rehabilitation Act, and all program standards, standard assurances, and program instructions (PIs) issued by NYSOFA that apply to such activities. (EXHIBIT "A").

4.2 CAREGIVER SUPPORT, SERVICE, AND DELIVERY

The Contractor, must make the following services available to eligible caregivers in accordance with OAA § 373(b): f) The NFCSP program: 1. Meet the needs of the caregiver and enhance support given to the care receiver; 2. Help the caregiver become a better advocate and more confident in assisting the care receiver with their physical, cognitive and behavior needs; 3. Help deter placement in a long-term care facility and promote continued care within the home and/or in an alternative community setting for older adults for as long as possible or desirable; and 4. Help provide support to older relative caregivers for children, if desired.

The proposer delivering respite and/or supplemental services shall indicate if they will be able to complete assessments and input data for their services. If you are unable to complete and enter the assessment's please indicate that within the proposal. The proposer shall indicate whether they will be able to complete additional assessments for other III-E providers.

The proposal must state the type of Caregiver services and the number of units to be delivered

a) **Public Information:** provides outreach activities and interventions initiated by the provider for the purpose of identifying potential clients and encouraging their use of the available services and benefits. Information services can include: articles in newspapers, brochures, public service announcements on radio, television, or group presentations and at events such as health fairs. There is no client eligibility/ data collection requirement for public information. One unit = one session or event.

b) **Information and Assistance:** provides assistance to caregivers in gaining access to the services and resources available within their community on a one to one basis. The caregiver may be assisted in defining problems/needs and capacities, receives direction or guidance relative to those problems and is linked to services and opportunities to meet the problems/needs. Also included in this is follow-up, to the extent possible, ensuring that the caregiver receives the service. One unit = individual session.

c) **Support Groups & Caregiver Training:** Counseling, support groups and training refer to arrange of individual and /or group services that are intended to assist caregivers in gaining knowledge and/or skills related to their caregiver role. Counseling may include individual or group counseling, mediation or resolution, peer counseling, grief counseling. The groups

may be in-person, on-line and/or telephone support groups. Groups may be designed for anyone in a caregiving role or they may be for specific caregivers. They may be educational and/or supportive and sharing, long term or short term. Training programs may be delivered in one session or in a series, the duration may vary from an hour to a full day or longer, and cover numerous topics that can help and support the caregiver in their caregiving capacity. Examples are skills related to assisting care receivers with activities of daily living, legal issues such as power of attorney and living wills, managing difficult behaviors, nutrition, health/wellness such as stress reduction exercises. One unit = one group or individual session.

d) **Respite:** Respite provides caregivers with a temporary break from their caregiving responsibilities while at the same times providing direct services to the care recipient. It must meet the needs of both the caregiver and the care receiver. It can take the form of In-Home Contact & Support (e.g., personal care level I or level II, home health aid or supervision/companion), Adult Day Services (social adult day care or adult day health care) or overnight respite (e.g., nursing home, adult home, assisted living facility.). an older adult (60 and older) who is functionally impaired because the person is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing or supervision; or, an older adult who has a cognitive or other mental impairment that requires substantial supervision because the person behaves in a manner that poses a serious health or safety hazard to the person or to another person. One unit = one hour of service of contact of in-home contact & support, one occurrence of shopping assistance, one hour of 24 hour nursing home/adult care facility or one hour of day care program.

e) **Supplemental Services:** Personal Emergency Response Systems (PERS) and Transportation: Supplemental services are meant to compliment the care provided by the caregivers such as escort transportation, HDM's, and PERS. This service type has a funding cap. The program cannot spend more than 20% on supplemental services. In order for the caregiver to be eligible, the care receiver must be frail as defined in the Older Americans Act. This means that the care receiver is functionally impaired because the person is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing or supervision; or, an older adult who has a cognitive or other mental impairment that requires substantial supervision because the person behaves in a manner that poses a serious health or safety hazard to the person or to another person with 2 ADL's or cognitive impairment. Transportation unit = one way trip, PERS = one unit for each month.

f) **Emergency Respite;** 1. The designated contractor, has the option of offering an emergency respite component. All eligibility requirements applicable to traditional services under the NFCSP also apply to this service delivery model. 2. Policies and procedures must be established and should comply with the standards and requirements defined this document. 3. A caregiver assessment must be completed within five (5) business days after the start of emergency respite service delivery.

4.3 PARTICIPANT ELIGIBILITY AND ASSESSMENTS

The following populations of caregivers are eligible for services under the NFCSP:

- a. Adult family members or other informal caregivers eighteen (18) years of age and older providing care to individuals sixty (60) years of age and older;
- b. Adult family members or other informal caregivers eighteen (18) years of age and older providing care to individuals of any age with Alzheimer's disease or related disorder. Related disorders include dementia, traumatic brain injury, mild cognitive impairment, and chronic traumatic encephalopathy;
- c. Older relatives (not the parents) fifty-five (55) years of age and older living with and providing care to children under the age of eighteen (18); and
- d. Older relatives (including the parents), fifty-five (55) years of age and older living with and providing care to an adult(s) age eighteen (18) to fifty-nine (59) with disabilities.

NOTE: Respite and supplemental services must only be provided to the caregivers of "frail" older adults (refer to definition of frail in Section II). Caregivers who meet the definition of older relative caregiver are eligible for all five (5) service types.

4.4 ACCESSIBILITY AND PRIORITIZATION

The designated contractor, must have an NFCSP that satisfies the following requirements:

- a. Provides barrier-free access to its services that accommodates individuals with disabilities and access for individuals who communicate in languages other than English, and ensure accessibility compliance in the following:
 - i. Physical accessibility, as per federal, State, and local laws, regulations, and issuances;
 - ii. Language accessibility for consumers with limited English proficiency (at a minimum, must establish a telephonic interpretation service contract with language interpretation services provider); and
 - iii. Communication accessibility for individuals with disabilities through auxiliary aids and services such as 711/NY Relay, TTY/TTD, large print materials, audio recordings, or Braille.
- b. Provides maximum service accessibility to caregivers who are in the greatest social or economic need, with particular attention to low-income minority individuals.
- c. To the maximum extent possible, makes space available supportive services, educational services, and recreational activities that protects the privacy of participants.
- d. Ensures participants are registered in accordance with NYSOFA's reporting requirements.
- e. Monitors participants to determine the need for additional caregiver support services and facilitates referrals when necessary.

- f. Has processes for NFCSP service providers (direct or contracted) to alert the AAA to conditions or circumstances which may endanger the caregiver, care receiver, other participants, workers, or volunteers.

Assessment: Clients of respite or supplemental services must receive a comprehensive face-to-face assessment before services can be delivered. The assessment will determine the **functioning capacity of the care receiver. Assessment will consist of care planning,** arranging for services, and follow up monitoring and discharge. The assessment process will help the caregiver and care receiver gain access to appropriate services, benefits and entitlements. For associated expenses related to this service.

4.5 MONITORING

The Contractor designated by the AAA, must adopt written policies and procedures for the following:

- a. Monitoring all contracted and directly provided caregiver support services in accordance with NYSOFA's monitoring requirements, including a review of caregiver support program specific requirements; and
- b. Ensuring documentation of all monitoring and technical assistance activities.

4.6 CONTRIBUTIONS

The Contractor designated by the AAA, must implement voluntary contribution policies and procedures consistent with NYSOFA's most recent Program Income Policy.

4.7 INSURANCE

The Contractor designated by the AAA, must require each caregiver support provider to maintain the following forms of insurance coverage when applicable and feasible:

- Facility insurance;
- Vehicle insurance;
- Workers' compensation;
- Unemployment;
- Product liability;
- Personal liability, including volunteers; and
- Bonding/commercial insurance policy covering losses from employee theft.

4.8 CONTRACTS WITH SERVICE PROVIDERS

The Contractor designated by the AAA, will ensure that all contracts with caregiver support service providers include:

- a. Contract terms that are consistent and compliant with federal, State, and local laws, regulations, and issuances. They must include the NYSOFA standard assurances and these program standards;

b. Contract terms that specifically delineate as appropriate:

- Service locations;
- Type(s) of services and units of service to be provided;
- Proposed service costs;
- Participant eligibility and targeted populations to be served;
- The respective authorities and responsibilities of the AAA and the designated contractor (e.g., maintenance of facility, cancellation clause, hiring and training staff and volunteers);
- Reporting requirements;
- Program monitoring and assessments;
- Contribution policies and procedures;
- Insurance;
- Licensing requirements, if applicable;
- Staff and volunteer qualifications and requirements;
- Caregiver support service requirements; and
- Other applicable policies and procedures.

c. A provision that contractors designated by the AAA will allow for and cooperate with the monitoring visits and audits by the AAA and federal, State, and local officials.

d. Provisions requiring:

- The contract agency to engage in interagency coordination;
- The contract agency to adopt one (1) or more mechanisms for targeting individuals in the greatest social and economic need;
- The contract agency has any software needed to be able to collect and report all required data for caregivers served; and
- The contract agency to report and manage generated program income.

4.9 QUALITY ASSURANCE

The contractor designated by the AAA, must:

- a. Make consultation and supervision available to all staff and volunteers providing services under the NFCSP;
- b. Review participant case records at least once every three (3) months to ensure compliance with the standards described in this document;
- c. Conduct regular and systematic analysis of the individuals served under the NFCSP; and

- d. Assess the impact and quality of the NFCSP services using the NFCSP Quality Assurance Survey, at least annually. The results of this analysis are to be used as a basis for planning and implementing changes in the NFCSP goals, policies, procedures, and resources.

4.10 RECORD RETENTION

The contractor designated by the AAA, must require:

- a. Each NFCSP service provider to retain the following records for one (1) year after the ending date of the program period:
 - Caregiver assessments;
 - Caregiver education programs, surveys, and units of service;
 - Caregiver counseling participant files and units of service; and
 - Participant surveys and evaluations.
- b. Each NFCSP service provider to retain the following records for six (6) years after the ending date of the program period:
 - Caregiver participant registration;
 - Contribution collection and deposit records;
 - All income and expense records;
 - Contract, budget, and payroll/timesheet documents;
 - AAA monitoring reports of contracted service providers and directly provided caregiver support services;
 - Caregiver coordinator training record; and
 - Participant, staff, and volunteer service records (e.g., sign-in sheets).

4.11 BACKGROUND CHECKS

The Contractor designated by the AAA, must:

- a. Screen all current and future paid and volunteer respite care workers associated with the NFCSP using the New York State Division of Criminal Justice Services (DCJS) Sex Offender Registry prior to that volunteer or staff member being offered a respite care paid or volunteer opportunity, including training or employment by the AAA or the designated contractor. In addition, AAAs and their contractors are encouraged to conduct criminal background checks on all respite care workers and volunteers;
- b. Prohibit any individual listed on the State's Sex Offender Registry from providing direct respite care services under the NFCSP; and
- c. Inform the caregiver of the option to require a prospective respite care worker to undergo a background check when respite care is delivered using a caregiver-directed service delivery model.

2. If the AAA or the designated contractor conduct a background check that is more comprehensive and includes a check of the DCJS Sex Offender Registry, the AAA, or the designated contractor, may continue to use its own background check process instead of following the procedure outlined in these standards.
3. If there is uncertainty about an individual's status on the Sex Offender Registry, the AAA, or the designated contractor, must verify that the individual is not listed on the Sex Offender Registry before offering them a paid or volunteer position.
4. The AAA, or the designated contractor, may conduct a background check by telephone on up to five (5) prospective employees or volunteers by calling 518-457-5837 or 1-800-262-3257.
 - a. The person calling on behalf of the AAA or designated contractor will be asked to provide:
 - Their name, address, and phone number;
 - The prospective employee's or volunteer's full name; and
 - One (1) of the following: complete address, social security number, birth date, or driver's license number of the prospective employee or volunteer.

4.4 There is a requirement to make targeted outreach with attention to; low income, low-income minority individuals and older adults residing in rural areas, older adults with greatest economic need, older adults with limited English proficiency, older individuals who are frail or with severe disabilities older adults with Alzheimer's Disease, or related disorders with neurological and organic brain dysfunction and the caretakers of such individuals to insure that the most critical needs of the targeted population are met. The targeting and prioritizing of services to older adult clients are in compliance with NYSOFA targeting program instruction 12-PI-08, 13-TAM-01, (EXHIBIT "B").

4.5 In providing services there is no charge requirement of any contribution for participation in any activities or programs it provides to older adults residing in Albany County. Contribution made to the program are handled as follows, (EXHIBIT "C");

- The contribution policy shall be explained to all individuals inquiring about the program or service. No client will be denied services for an inability or unwillingness to make a contribution. The Contractor shall not charge any fee or require any contribution for programs covered by funding from ACDFA. Individuals whose self-declared income is at or above 185% of the poverty line must be encouraged to contribute at the actual cost of services.
- Protect the privacy of each older adult regarding contributions;
- Establish a procedure to safeguard and account for all contributions. Said procedure shall be approved in advance by the Department for Aging;
- Use all contributions to expand services of the program. The Contractor shall clearly illustrate how the contributions were used for expansion; and
- Not deny services to or discriminate against any older adult in the delivery of service because the older adult did not contribute.

- 4.6 All program facilities utilized in the delivery of services are to be open to authorized personnel from the United States government, New York State and Albany County Department for Aging, for the purposes of observation and monitoring contract, program and fiscal operations. There is a monitoring process to ensure that services are performed in accordance with requirements of federal, state, and local laws, regulations and guidance documents (including ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan. Additionally, the monitoring process ensures performance and expenditures are for only authorized items of expense contained in approved budgets. A written report of all inspections are kept at the Albany County Department for Aging with a copy provided to the successful Contractor. Any defects or faults found are corrected within 24 hours. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.
- 4.7 All persons providing services are to be of stable personality and high moral character. All employees and volunteers providing services shall at all times be courteous and helpful to each client under their care as well as caregivers or aides of these older adults. All agents or employees involved in the delivery of services are adequately screen to avoid or minimize risks to older adults participating in the program. The Contractor shall ensure that all such agents and employees are competent, conscientious and law-abiding and that each volunteer and employee sign a Confidentiality and Disclosure form, (EXHIBIT "D").
- 4.8 Confidentiality Policy: The Contractor must have a written policy and procedures for all staff and volunteers which protects the confidentiality and limit the access to the client's information. Confidentiality is to be guaranteed for all clients receiving services funded by the US Department of Health and Human Services-Administration on Community Living (ACL), NYSOFA and Albany County. No information may be disclosed that identifies the person or his or her legal representatives unless disclosure is agreed to through written signed informed consent and confidentiality forms, or is required by court order, or by program monitoring by authorized staff from New York State Office for Aging or ACDF. This includes obtaining the informed consent of an individual for the purpose of disclosing personal information to service providers for refer or any other purpose. In addition, other laws governing consent to capture, share, and disclose client information may apply generally to all individuals or to specific population groups, (EXHIBIT "E").
- 4.9 Referrals are to be accepted and coordinated for the provision of services with the County, the New York State Office for Aging and other designated agencies. If it is determined that services requested as part of such referral cannot be provided, a written report of why such services cannot be provided shall be forwarded to the County in a timely fashion.
- 4.10 No funds allocated for services are used for profit making activities.
- 4.11 For the purposes of informing the Albany County Caregivers about the programs, outreach is required through press releases, distribution of brochures and/or flyers throughout Albany County.

4.12 Comply with all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government. And the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

4.13 RECORDS & REPORTING OF DATA

1. Program Reporting and Claim Forms (EXHIBIT "F") shall be submitted monthly to the Department's Fiscal Director by the 10th day of the following month. Monthly forms and reports consist of the following:

- a) Client Registration Data for older adult participant (for those who provide consent to capture) and actual units of service must be entered into a Statewide Client Data System each month. For those individuals who do not consent an anonymous record must be entered into Statewide Client Data System and align with the itemized breakdown of billed units of service. Prior to implementing respite or supplemental services, the Eligibility Screen Form is required to be completed (EXHIBIT "G").
- b) Claim forms include an itemized breakdown of units of service and cost per unit. All contributions collected during the month for the service shall be reported on the claim form and subtracted from the gross amount of the claim. Vouchers will be paid on the net (services x units = gross less contributions = net) amount. Claim forms are not processed for payment if the units entered into the Statewide Client Data System do not match the units billed. Claims are not paid in the absence of satisfactory monthly reports.
- c) Program Surveys and Performance Targets: In order to assess program satisfaction, the ACDFA Client Survey (EXHIBIT "H") is required to be distributed after receipt of service. Survey results are tabulated on the outcome and performance target report forms (EXHIBIT "I") and sent in with the monthly claim form.

4.14 PROGRAM INCOME—CONTRIBUTIONS

A. In accordance with NYSOFA issuances related to program income, recipients of NFCSP services are provided with the opportunity to voluntarily contribute toward the cost of service. Any voluntary contribution will be referred to as program income and will be used for the sole purpose of expanding supports for caregivers in accordance with funding source requirements.

4.2 Complete and proper accounting records shall be maintained by the Contractor which shall clearly identify the costs of the work performed under this Agreement. Upon County request, such records shall be subject to periodic and final audit by the County. If the Contractor is subject to an audit by an agency of the US Government, then a copy of such annual audit, including exit conference results, if any, shall be provided to ACDFA and the Comptroller of the County of Albany within ten (10) days after receipt by Contractor of the final audit and the exit conference results, if any. If Contractor is not subject to an annual

audit by an agency of the US Government, but receives from the ACDFA funds in excess of \$25,000 in its fiscal year, then contractor shall engage an independent auditor acceptable to the ACDFA to; 1) review the records and accounts of the contractor, 2) render an opinion as to the accuracy and sufficiency of the contractor's records and accounting methods; 3) render an opinion of the contractor's financial position of the fiscal year being audited and any changes therein, including but not limited to its net income or net loss. The audit report by the independent auditor shall be submitted to the ACDFA and Comptroller of the County of Albany within ten (10) days of its receipt by the Contractor. Any attempt to delay the County's audit of program records shall constitute a breach of contract, and shall entitle the County to the remedies set forth in Article 3 of Schedule A, as well as all other remedies for breach of contract and/or fiduciary duty available in law or equity. All program records shall be accessible to the County, the New York State Office of Aging, and the New York State Comptroller for a period of six (6) years following the date of final payment by the County to the Contractor for the performance of the work contemplated herein. The Contractor shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and/or other facilities upon request.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be January 1, 2025 through December 31, 2025.
- 5.2 At the end of the initial one year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for three (3) additional years, in three (3) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

SECTION 6: COST PROPOSAL:

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

SECTION 7: PROPOSAL SUBMISSIONS

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

Albany County Request for Contract Approval

Contract #	2024-2311
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFP
Department	A6772 - Aging
Date Submitted	Monday, September 16, 2024
Contact Person	Dillon, Patrick
Contact Phone	518-447-7733
Vendor Info	Community Caregivers. Inc. 2021 Western Avenue, Albany, New York 12203
Estimated Amount	\$20,370.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	The Contractor shall provide services to Albany County caregivers of older adults age 60 years and older. Services provided include; public information, caregiver support groups, and respite such as housekeeping and shopping assistance.
Budget Line Item	AA6772 - 44046 -
Fiscal Impact	County: 25.00% State: 0.00% Federal: 75.00%
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
DEPARTMENT FOR AGING
100 HERITAGE LANE
ALBANY, NEW YORK 12211
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board
From: Patrick Dillon, Contract Administrator
Date: September 17, 2024
Re: Request for CAB approval

Program:	III Elderly Caregiver
Provider:	Community Caregivers
Contract Term:	1/1/25 – 12/31/25
Contract Amount:	\$20,370.00
Older Adults Served:	Care Receivers / Caregivers

This request is for approval to enter into a contract with the said Contractor to ensure the provision of caregiver support program for the stated contract term. The Contractor will provide the following services to older adults 60 years and older and their caregivers in Albany County:

1. Public Information – the Contractor provides a public and media activity that conveys information to caregivers about available services, which can include an in-person interactive presentation to the public: a booth/exhibit at a fair, conference, or other public events; and Web site events.
2. Support Groups – a service led by a trained individual, moderator, or professional, as required by state policy, to facilitate caregivers to discuss their common experiences and concerns and develop a mutual support system. Caregiver Training – the Contractor assists caregivers in with instruction to improve knowledge and performance of specific skills relating to their caregiving roles and responsibilities.
- 3 . Respite - the Contractor offers a temporary break to the caregivers by providing direct services to the care recipient. Such services would include; in-home contact and support, supervision, housekeeping, and shopping assistance.
4. Supplemental Services - Complement the care provided such as; transportation.

A Request for Proposal No. 2024-107 issued on August 22, 2024 requesting providers submit a proposal regarding Elder Caregiver Services. There was five (5) proposals evaluated and rated by the department scoring committee using the following criteria:

- Clarity and completeness of proposal.
- Proposer's qualifications and past experience in serving target population.
- Responsiveness to the initiative's priorities and goals.
- Clarity of proposed budget.
- Proposers plan to work with other providers and organizations to facilitate coordination and minimize duplication effort.

After reviewing the proposals and rating scores the Elder Caregiver Service proposals were awarded as follows;

1. Life Path; Awarded - \$75,000.00
2. Colonie Senior Service Centers; Awarded - \$36,000.00
3. Town of Colonie Senior Resources; Awarded - \$78,500.00
4. Community Caregivers; Awarded - \$20,370.00
5. Catholic Charities; Awarded - \$49,140.00

Total Awarded to Providers - \$259,010.00

Caregiver Services

RFP #2024-107

RFP #2024-107																														
Primary Criteria	Rate (1-5)	Weight	Score	CATHOLIC CHARITIES					COMMUNITY CAREGIVERS					LIFE PATH																
				Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Total	Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Total	Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Total									
Clarity and completeness of proposal.		20%	-	0.80	0.80	1.00	0.60	0.70	0.52						0.60	0.80	1.00	0.60	0.75	0.75					0.80	0.80	0.65	0.77		
Proposer's qualifications and past experience in serving target population.		20%	-	0.60	0.80	1.00	0.80	0.60	0.48						0.60	0.80	1.00	1.00	0.80	0.84					0.80	1.00	0.80	0.90	0.86	
Responsiveness to the initiative's priorities and goals.		30%	-	0.60	1.20	1.50	1.20	0.83	0.99						0.60	1.20	1.50	1.50	1.20	1.80					1.20	1.20	1.50	1.20	1.28	1.91
Clarity of proposal budget.		20%	-	0.80	0.60	0.80	0.80	0.75	0.44						0.40	0.60	0.80	1.00	0.75	0.71					1.00	0.80	1.00	0.60	0.60	1.14
Proposers plan to work with other providers and organizations to facilitate coordination and minimize duplication effort.		10%	-	0.30	0.40	0.50	0.50	0.38	0.12						0.30	0.40	0.50	0.40	0.43	0.20					0.40	0.40	0.40	0.40	0.40	0.21
		Total	-	3.10	3.80	4.80	3.90	3.25	2.55	2.50	3.80	4.80	3.90	3.25	2.50	3.80	4.80	4.80	4.50	3.93	4.30	4.30	4.00	4.70	3.80	3.83	4.89	4.89	4.89	4.89

Primary Criteria	Rate (1-5)	Weight	Score	CSSC					TOWN OF COLONIE						
				Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Total	Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Total
Clarity and completeness of proposal.		20%	-	1.00	0.80	0.80	0.80	0.50	0.52	0.60	0.80	0.80	0.80	0.80	0.76
Proposer's qualifications and past experience in serving target population.		20%	-	1.00	0.80	1.00	0.80	0.55	0.56	0.60	0.80	1.00	0.80	1.00	0.84
Responsiveness to the initiative's priorities and goals.		30%	-	1.20	1.20	1.50	1.20	0.90	1.17	0.60	1.20	1.50	1.20	1.13	1.69
Clarity of proposal budget.		20%	-	0.80	0.60	0.80	0.60	0.15	0.44	0.40	0.60	0.60	1.00	0.65	0.65
Proposers plan to work with other providers and organizations to facilitate coordination and minimize duplication effort.		10%	-	0.40	0.40	0.40	0.30	0.03	0.12	0.20	0.40	0.40	0.50	0.40	0.19
		Total	-	4.40	3.80	4.50	3.70	2.13	2.81	2.40	3.80	4.30	4.30	3.98	4.13

- 1.) Life Path - 4.89
- 3.) Town of Colonie - 4.13
- 5.) Community Caregivers - 4.30
- 2.) Colonie Senior Service Centers - 2.81
- 4.) Catholic Charities - 2.55



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: Deborah Riitano Commissioner
Department for Aging

FROM: Pamela O Neill *Pamela (ms)*
Purchasing Agent

DATE: September 16, 2024

RE: RFP #2024-107 Caregiver Support Programs

I am in receipt of your recommendation to award the following firms: Colonie Senior Resources in the amount of \$78,500.00. Life Path in the amount of \$75,000.00. Colonie Senior Service Centers in the amount of \$36,000.00. Catholic Charities in the amount of \$49,140.00, and Community Caregivers in the amount of \$20,370.00. With the grand total awarded to providers \$259,010.00.

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 Colonie Senior Resources, Life Path, Colonie Senior Service, Catholic Charities and Community Caregivers.

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

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

DEPARTMENT FOR AGING



RFP# 2024-107

CAREGIVER SUPPORT PROGRAMS

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

SECTION 4: SCOPE OF SERVICES NATIONAL FAMILY CAREGIVER SUPPORT PROGRAM (NFCSP)

4.1 The Contractor, must comply with and require its caregiver support service providers to comply with all applicable federal, State, and local laws, regulations and issuances, including the ADA and Section 504 of the Rehabilitation Act, and all program standards, standard assurances, and program instructions (PIs) issued by NYSOFA that apply to such activities. (EXHIBIT "A").

4.2 CAREGIVER SUPPORT, SERVICE, AND DELIVERY

The Contractor, must make the following services available to eligible caregivers in accordance with OAA § 373(b): f) The NFCSP program: 1. Meet the needs of the caregiver and enhance support given to the care receiver; 2. Help the caregiver become a better advocate and more confident in assisting the care receiver with their physical, cognitive and behavior needs; 3. Help deter placement in a long-term care facility and promote continued care within the home and/or in an alternative community setting for older adults for as long as possible or desirable; and 4. Help provide support to older relative caregivers for children, if desired.

The proposer delivering respite and/or supplemental services shall indicate if they will be able to complete assessments and input data for their services. If you are unable to complete and enter the assessment's please indicate that within the proposal. The proposer shall indicate whether they will be able to complete additional assessments for other III-E providers.

The proposal must state the type of Caregiver services and the number of units to be delivered

- a) **Public Information:** provides outreach activities and interventions initiated by the provider for the purpose of identifying potential clients and encouraging their use of the available services and benefits. Information services can include: articles in newspapers, brochures, public service announcements on radio, television, or group presentations and at events such as health fairs. There is no client eligibility/ data collection requirement for public information. One unit = one session or event.
- b) **Information and Assistance:** provides assistance to caregivers in gaining access to the services and resources available within their community on a one to one basis. The caregiver may be assisted in defining problems/needs and capacities, receives direction or guidance relative to those problems and is linked to services and opportunities to meet the problems/needs. Also included in this is follow-up, to the extent possible, ensuring that the caregiver receives the service. One unit = individual session.
- c) **Support Groups & Caregiver Training:** Counseling, support groups and training refer to arrange of individual and /or group services that are intended to assist caregivers in gaining knowledge and/or skills related to their caregiver role. Counseling may include individual or group counseling, mediation or resolution, peer counseling, grief counseling. The groups

may be in-person, on-line and/or telephone support groups. Groups may be designed for anyone in a caregiving role or they may be for specific caregivers. They may be educational and/or supportive and sharing, long term or short term. Training programs may be delivered in one session or in a series, the duration may vary from an hour to a full day or longer, and cover numerous topics that can help and support the caregiver in their caregiving capacity. Examples are skills related to assisting care receivers with activities of daily living, legal issues such as power of attorney and living wills, managing difficult behaviors, nutrition, health/wellness such as stress reduction exercises. One unit = one group or individual session.

d) Respite: Respite provides caregivers with a temporary break from their caregiving responsibilities while at the same times providing direct services to the care recipient. It must meet the needs of both the caregiver and the care receiver. It can take the form of In-Home Contact & Support (e.g., personal care level I or level II, home health aid or supervision/companion), Adult Day Services (social adult day care or adult day health care) or overnight respite (e.g., nursing home, adult home, assisted living facility.). an older adult (60 and older) who is functionally impaired because the person is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing or supervision; or, an older adult who has a cognitive or other mental impairment that requires substantial supervision because the person behaves in a manner that poses a serious health or safety hazard to the person or to another person. One unit = one hour of service of contact of in-home contact & support, one occurrence of shopping assistance, one hour of 24 hour nursing home/adult care facility or one hour of day care program.

e) Supplemental Services: Personal Emergency Response Systems (PERS) and Transportation: Supplemental services are meant to compliment the care provided by the caregivers such as escort transportation, HDM's, and PERS. This service type has a funding cap. The program cannot spend more than 20% on supplemental services. In order for the caregiver to be eligible, the care receiver must be frail as defined in the Older Americans Act. This means that the care receiver is functionally impaired because the person is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing or supervision; or, an older adult who has a cognitive or other mental impairment that requires substantial supervision because the person behaves in a manner that poses a serious health or safety hazard to the person or to another person with 2 ADL's or cognitive impairment. Transportation unit = one way trip, PERS = one unit for each month.

f) Emergency Respite; 1. The designated contractor, has the option of offering an emergency respite component. All eligibility requirements applicable to traditional services under the NFCSF also apply to this service delivery model. 2. Policies and procedures must be established and should comply with the standards and requirements defined this document. 3. A caregiver assessment must be completed within five (5) business days after the start of emergency respite service delivery.

4.3 PARTICIPANT ELIGIBILITY AND ASSESSMENTS

The following populations of caregivers are eligible for services under the NFCSP:

- a. Adult family members or other informal caregivers eighteen (18) years of age and older providing care to individuals sixty (60) years of age and older;
- b. Adult family members or other informal caregivers eighteen (18) years of age and older providing care to individuals of any age with Alzheimer's disease or related disorder. Related disorders include dementia, traumatic brain injury, mild cognitive impairment, and chronic traumatic encephalopathy;
- c. Older relatives (not the parents) fifty-five (55) years of age and older living with and providing care to children under the age of eighteen (18); and
- d. Older relatives (including the parents), fifty-five (55) years of age and older living with and providing care to an adult(s) age eighteen (18) to fifty-nine (59) with disabilities.

NOTE: Respite and supplemental services must only be provided to the caregivers of "frail" older adults (refer to definition of frail in Section II). Caregivers who meet the definition of older relative caregiver are eligible for all five (5) service types.

4.4 ACCESSIBILITY AND PRIORITIZATION

The designated contractor, must have an NFCSP that satisfies the following requirements:

- a. Provides barrier-free access to its services that accommodates individuals with disabilities and access for individuals who communicate in languages other than English, and ensure accessibility compliance in the following:
 - i. Physical accessibility, as per federal, State, and local laws, regulations, and issuances;
 - ii. Language accessibility for consumers with limited English proficiency (at a minimum, must establish a telephonic interpretation service contract with language interpretation services provider); and
 - iii. Communication accessibility for individuals with disabilities through auxiliary aids and services such as 711/NY Relay, TTY/TTD, large print materials, audio recordings, or Braille.
- b. Provides maximum service accessibility to caregivers who are in the greatest social or economic need, with particular attention to low-income minority individuals.
- c. To the maximum extent possible, makes space available supportive services, educational services, and recreational activities that protects the privacy of participants.
- d. Ensures participants are registered in accordance with NYSOFA's reporting requirements.
- e. Monitors participants to determine the need for additional caregiver support services and facilitates referrals when necessary.

- f. Has processes for NFCSP service providers (direct or contracted) to alert the AAA to conditions or circumstances which may endanger the caregiver, care receiver, other participants, workers, or volunteers.

Assessment: Clients of respite or supplemental services must receive a comprehensive face-to-face assessment before services can be delivered. The assessment will determine the functioning capacity of the care receiver. Assessment will consist of care planning, arranging for services, and follow up monitoring and discharge. The assessment process will help the caregiver and care receiver gain access to appropriate services, benefits and entitlements. For associated expenses related to this service.

4.5 MONITORING

The Contractor designated by the AAA, must adopt written policies and procedures for the following:

- a. Monitoring all contracted and directly provided caregiver support services in accordance with NYSOFA's monitoring requirements, including a review of caregiver support program specific requirements; and
- b. Ensuring documentation of all monitoring and technical assistance activities.

4.6 CONTRIBUTIONS

The Contractor designated by the AAA, must implement voluntary contribution policies and procedures consistent with NYSOFA's most recent Program Income Policy.

4.7 INSURANCE

The Contractor designated by the AAA, must require each caregiver support provider to maintain the following forms of insurance coverage when applicable and feasible:

- Facility insurance;
- Vehicle insurance;
- Workers' compensation;
- Unemployment;
- Product liability;
- Personal liability, including volunteers; and
- Bonding/commercial insurance policy covering losses from employee theft.

4.8 CONTRACTS WITH SERVICE PROVIDERS

The Contractor designated by the AAA, will ensure that all contracts with caregiver support service providers include:

- a. Contract terms that are consistent and compliant with federal, State, and local laws, regulations, and issuances. They must include the NYSOFA standard assurances and these program standards;

b. Contract terms that specifically delineate as appropriate:

- Service locations;
- Type(s) of services and units of service to be provided;
- Proposed service costs;
- Participant eligibility and targeted populations to be served;
- The respective authorities and responsibilities of the AAA and the designated contractor (e.g., maintenance of facility, cancellation clause, hiring and training staff and volunteers);
- Reporting requirements;
- Program monitoring and assessments;
- Contribution policies and procedures;
- Insurance;
- Licensing requirements, if applicable;
- Staff and volunteer qualifications and requirements;
- Caregiver support service requirements; and
- Other applicable policies and procedures.

c. A provision that contractors designated by the AAA will allow for and cooperate with the monitoring visits and audits by the AAA and federal, State, and local officials.

d. Provisions requiring:

- The contract agency to engage in interagency coordination;
- The contract agency to adopt one (1) or more mechanisms for targeting individuals in the greatest social and economic need;
- The contract agency has any software needed to be able to collect and report all required data for caregivers served; and
- The contract agency to report and manage generated program income.

4.9 QUALITY ASSURANCE

The contractor designated by the AAA, must:

- a. Make consultation and supervision available to all staff and volunteers providing services under the NFCSP;
- b. Review participant case records at least once every three (3) months to ensure compliance with the standards described in this document;
- c. Conduct regular and systematic analysis of the individuals served under the NFCSP; and

- d. Assess the impact and quality of the NFCSP services using the NFCSP Quality Assurance Survey, at least annually. The results of this analysis are to be used as a basis for planning and implementing changes in the NFCSP goals, policies, procedures, and resources.

4.10 RECORD RETENTION

The contractor designated by the AAA, must require:

- a. Each NFCSP service provider to retain the following records for one (1) year after the ending date of the program period:
 - Caregiver assessments;
 - Caregiver education programs, surveys, and units of service;
 - Caregiver counseling participant files and units of service; and
 - Participant surveys and evaluations.
- b. Each NFCSP service provider to retain the following records for six (6) years after the ending date of the program period:
 - Caregiver participant registration;
 - Contribution collection and deposit records;
 - All income and expense records;
 - Contract, budget, and payroll/timesheet documents;
 - AAA monitoring reports of contracted service providers and directly provided caregiver support services;
 - Caregiver coordinator training record; and
 - Participant, staff, and volunteer service records (e.g., sign-in sheets).

4.11 BACKGROUND CHECKS

The Contractor designated by the AAA, must:

- a. Screen all current and future paid and volunteer respite care workers associated with the NFCSP using the New York State Division of Criminal Justice Services (DCJS) Sex Offender Registry prior to that volunteer or staff member being offered a respite care paid or volunteer opportunity, including training or employment by the AAA or the designated contractor. In addition, AAAs and their contractors are encouraged to conduct criminal background checks on all respite care workers and volunteers;
- b. Prohibit any individual listed on the State's Sex Offender Registry from providing direct respite care services under the NFCSP; and
- c. Inform the caregiver of the option to require a prospective respite care worker to undergo a background check when respite care is delivered using a caregiver-directed service delivery model.

2. If the AAA or the designated contractor conduct a background check that is more comprehensive and includes a check of the DCJS Sex Offender Registry, the AAA, or the designated contractor, may continue to use its own background check process instead of following the procedure outlined in these standards.
3. If there is uncertainty about an individual's status on the Sex Offender Registry, the AAA, or the designated contractor, must verify that the individual is not listed on the Sex Offender Registry before offering them a paid or volunteer position.
4. The AAA, or the designated contractor, may conduct a background check by telephone on up to five (5) prospective employees or volunteers by calling 518-457-5837 or 1-800-262-3257.
 - a. The person calling on behalf of the AAA or designated contractor will be asked to provide:
 - Their name, address, and phone number;
 - The prospective employee's or volunteer's full name; and
 - One (1) of the following: complete address, social security number, birth date, or driver's license number of the prospective employee or volunteer.

4.4 There is a requirement to make targeted outreach with attention to; low income, low-income minority individuals and older adults residing in rural areas, older adults with greatest economic need, older adults with limited English proficiency, older individuals who are frail or with severe disabilities older adults with Alzheimer's Disease, or related disorders with neurological and organic brain dysfunction and the caretakers of such individuals to insure that the most critical needs of the targeted population are met. The targeting and prioritizing of services to older adult clients are in compliance with NYSOFA targeting program instruction 12-PI-08, 13-TAM-01, (EXHIBIT "B").

4.5 In providing services there is no charge requirement of any contribution for participation in any activities or programs it provides to older adults residing in Albany County. Contribution made to the program are handled as follows, (EXHIBIT "C");

- The contribution policy shall be explained to all individuals inquiring about the program or service. No client will be denied services for an inability or unwillingness to make a contribution. The Contractor shall not charge any fee or require any contribution for programs covered by funding from AC DFA. Individuals whose self-declared income is at or above 185% of the poverty line must be encouraged to contribute at the actual cost of services.
- Protect the privacy of each older adult regarding contributions;
- Establish a procedure to safeguard and account for all contributions. Said procedure shall be approved in advance by the Department for Aging;
- Use all contributions to expand services of the program. The Contractor shall clearly illustrate how the contributions were used for expansion; and
- Not deny services to or discriminate against any older adult in the delivery of service because the older adult did not contribute.

- 4.6 All program facilities utilized in the delivery of services are to be open to authorized personnel from the United States government, New York State and Albany County Department for Aging, for the purposes of observation and monitoring contract, program and fiscal operations. There is a monitoring process to ensure that services are performed in accordance with requirements of federal, state, and local laws, regulations and guidance documents (including ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan. Additionally, the monitoring process ensures performance and expenditures are for only authorized items of expense contained in approved budgets. A written report of all inspections are kept at the Albany County Department for Aging with a copy provided to the successful Contractor. Any defects or faults found are corrected within 24 hours. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.
- 4.7 All persons providing services are to be of stable personality and high moral character. All employees and volunteers providing services shall at all times be courteous and helpful to each client under their care as well as caregivers or aides of these older adults. All agents or employees involved in the delivery of services are adequately screen to avoid or minimize risks to older adults participating in the program. The Contractor shall ensure that all such agents and employees are competent, conscientious and law-abiding and that each volunteer and employee sign a Confidentiality and Disclosure form, (EXHIBIT "D").
- 4.8 Confidentiality Policy: The Contractor must have a written policy and procedures for all staff and volunteers which protects the confidentiality and limit the access to the client's information. Confidentiality is to be guaranteed for all clients receiving services funded by the US Department of Health and Human Services-Administration on Community Living (ACL), NYSOFA and Albany County. No information may be disclosed that identifies the person or his or her legal representatives unless disclosure is agreed to through written signed informed consent and confidentiality forms, or is required by court order, or by program monitoring by authorized staff from New York State Office for Aging or ACDFA. This includes obtaining the informed consent of an individual for the purpose of disclosing personal information to service providers for refer or any other purpose. In addition, other laws governing consent to capture, share, and disclose client information may apply generally to all individuals or to specific population groups, (EXHIBIT "E").
- 4.9 Referrals are to be accepted and coordinated for the provision of services with the County, the New York State Office for Aging and other designated agencies. If it is determined that services requested as part of such referral cannot be provided, a written report of why such services cannot be provided shall be forwarded to the County in a timely fashion.
- 4.10 No funds allocated for services are used for profit making activities.
- 4.11 For the purposes of informing the Albany County Caregivers about the programs, outreach is required through press releases, distribution of brochures and/or flyers throughout Albany County.

4.12 Comply with all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government. And the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

4.13 RECORDS & REPORTING OF DATA

1. Program Reporting and Claim Forms (EXHIBIT "F") shall be submitted monthly to the Department's Fiscal Director by the 10th day of the following month. Monthly forms and reports consist of the following:

- a) Client Registration Data for older adult participant (for those who provide consent to capture) and actual units of service must be entered into a Statewide Client Data System each month. For those individuals who do not consent an anonymous record must be entered into Statewide Client Data System and align with the itemized breakdown of billed units of service. Prior to implementing respite or supplemental services, the Eligibility Screen Form is required to be completed (EXHIBIT "G").
- b) Claim forms include an itemized breakdown of units of service and cost per unit. All contributions collected during the month for the service shall be reported on the claim form and subtracted from the gross amount of the claim. Vouchers will be paid on the net (services x units = gross less contributions = net) amount. Claim forms are not processed for payment if the units entered into the Statewide Client Data System do not match the units billed. Claims are not paid in the absence of satisfactory monthly reports.
- c) Program Surveys and Performance Targets: In order to assess program satisfaction, the ACDFA Client Survey (EXHIBIT "H") is required to be distributed after receipt of service. Survey results are tabulated on the outcome and performance target report forms (EXHIBIT "I") and sent in with the monthly claim form.

4.14 PROGRAM INCOME—CONTRIBUTIONS

A. In accordance with NYSOFA issuances related to program income, recipients of NFCSP services are provided with the opportunity to voluntarily contribute toward the cost of service. Any voluntary contribution will be referred to as program income and will be used for the sole purpose of expanding supports for caregivers in accordance with funding source requirements.

4.2 Complete and proper accounting records shall be maintained by the Contractor which shall clearly identify the costs of the work performed under this Agreement. Upon County request, such records shall be subject to periodic and final audit by the County. If the Contractor is subject to an audit by an agency of the US Government, then a copy of such annual audit, including exit conference results, if any, shall be provided to ACDFA and the Comptroller of the County of Albany within ten (10) days after receipt by Contractor of the final audit and the exit conference results, if any. If Contractor is not subject to an annual

audit by an agency of the US Government, but receives from the ACDFA funds in excess of \$25,000 in its fiscal year, then contractor shall engage an independent auditor acceptable to the ACDFA to; 1) review the records and accounts of the contractor, 2) render an opinion as to the accuracy and sufficiency of the contractor's records and accounting methods; 3) render an opinion of the contractor's financial position of the fiscal year being audited and any changes therein, including but not limited to its net income or net loss. The audit report by the independent auditor shall be submitted to the ACDFA and Comptroller of the County of Albany within ten (10) days of its receipt by the Contractor. Any attempt to delay the County's audit of program records shall constitute a breach of contract, and shall entitle the County to the remedies set forth in Article 3 of Schedule A, as well as all other remedies for breach of contract and/or fiduciary duty available in law or equity. All program records shall be accessible to the County, the New York State Office of Aging, and the New York State Comptroller for a period of six (6) years following the date of final payment by the County to the Contractor for the performance of the work contemplated herein. The Contractor shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and/or other facilities upon request.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be January 1, 2025 through December 31, 2025.
- 5.2 At the end of the initial one year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for three (3) additional years, in three (3) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

SECTION 6: COST PROPOSAL:

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

SECTION 7: PROPOSAL SUBMISSIONS

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

Albany County Request for Contract Approval

Contract #	2024-2308
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFP
Department	A6772 - Aging
Date Submitted	Monday, September 16, 2024
Contact Person	Dillon, Patrick
Contact Phone	518-447-7733
Vendor Info	Life Path 28 Colvin Avenue, Albany, New York 12206
Estimated Amount	\$75,000.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	The Contractor shall provide social adult day services to Albany County older adults age 60 years and older to providing respite to caregivers.
Budget Line Item	AA6772 - 44046 -
Fiscal Impact	County: 25.00% State: 0.00% Federal: 75.00%
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
DEPARTMENT FOR AGING
100 HERITAGE LANE
ALBANY, NEW YORK 12211
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board
From: Patrick Dillon, Contract Administrator
Date: September 17, 2024
Re: Request for CAB approval

Program:	III Elderly Caregiver
Provider:	Life Path
Contract Term:	1/1/25 – 12/31/25
Contract Amount:	\$75,000.00
Older Adults Served:	15-20

This request is for approval to enter into a contract with the said Contractor to ensure the provision of caregiver support program for the stated contract term. The Contractor will provide the following services to older adults 60 years and older and their caregivers in Albany County:

1. Respite - the Contractor offers a temporary break to the caregivers by providing direct services to the care recipient. Such services include; social adult day services.

A Request for Proposal No. 2024-107 issued on August 22, 2024 requesting providers submit a proposal regarding Elder Caregiver Services. There was five (5) proposals evaluated and rated by the department scoring committee using the following criteria:

- Clarity and completeness of proposal.
- Proposer's qualifications and past experience in serving target population.
- Responsiveness to the initiative's priorities and goals.
- Clarity of proposed budget.
- Proposers plan to work with other providers and organizations to facilitate coordination and minimize duplication effort.

After reviewing the proposals and rating scores the Elder Caregiver Service proposals were awarded as follows;

1. Life Path; Awarded - \$75,000.00
2. Colonie Senior Service Centers; Awarded - \$36,000.00
3. Town of Colonie Senior Resources; Awarded - \$78,500.00
4. Community Caregivers; Awarded - \$20,370.00
5. Catholic Charities; Awarded - \$49,140.00

Total Awarded to Providers - \$259,010.00

Caregiver Services

RFP #2024-107

Primary Criteria	Rate (1-5)	CATHOLIC CHARITIES					COMMUNITY CAREGIVERS					LIFE PATH				
		Weight	Score	Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Total	Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Total	Total
Clarity and completeness of proposal.		20%	-	0.80	0.80	1.00	0.60	0.70	0.52	0.60	0.80	1.00	0.60	0.75	0.75	0.77
Proposer's qualifications and past experience in serving target population.		20%	-	0.60	0.80	1.00	0.80	0.60	0.48	0.60	0.80	1.00	1.00	0.80	0.84	0.86
Responsiveness to the initiative's priorities and goals.		30%	-	0.60	1.20	1.50	1.20	0.83	0.99	0.60	1.20	1.50	1.50	1.20	1.80	1.91
Clarity of proposal budget.		20%	-	0.80	0.60	0.80	0.80	0.75	0.44	0.40	0.60	0.80	1.00	0.75	0.71	1.14
Proposers plan to work with other providers and organizations to facilitate coordination and minimize duplication effort.		10%	-	0.30	0.40	0.50	0.50	0.38	0.12	0.30	0.40	0.50	0.40	0.43	0.20	0.21
		Total	-	3.10	3.80	4.80	3.90	3.25	2.55	2.50	3.80	4.80	4.50	3.93	4.30	4.89

Primary Criteria	Rate (1-5)	CSCC					TOWN OF COLONIE								
		Weight	Score	Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Total	Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Total
Clarity and completeness of proposal.		20%	-	1.00	0.80	0.80	0.80	0.50	0.52	0.60	0.80	0.80	0.80	0.76	
Proposer's qualifications and past experience in serving target population.		20%	-	1.00	0.80	1.00	0.80	0.55	0.56	0.60	0.80	1.00	0.80	0.84	
Responsiveness to the initiative's priorities and goals.		30%	-	1.20	1.20	1.50	1.20	0.90	1.17	0.50	1.20	1.50	1.20	1.69	
Clarity of proposal budget.		20%	-	0.80	0.60	0.80	0.60	0.15	0.44	0.40	0.60	0.80	1.00	0.65	
Proposers plan to work with other providers and organizations to facilitate coordination and minimize duplication effort.		10%	-	0.40	0.40	0.40	0.30	0.03	0.12	0.20	0.40	0.40	0.50	0.19	
		Total	-	4.40	3.80	4.50	3.70	2.13	2.81	2.40	3.80	4.30	4.30	3.98	4.13

- 1.) Life Path - 4.89
- 3.) Town of Colonie - 4.13
- 5.) Community Caregivers - 4.30
- 2.) Colonie Senior Service Centers - 2.81
- 4.) Catholic Charities - 2.55



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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: Deborah Riitano Commissioner
Department for Aging

FROM: Pamela O Neill *Pamela O Neill*
Purchasing Agent

DATE: September 16, 2024

RE: RFP #2024-107 Caregiver Support Programs

I am in receipt of your recommendation to award the following firms: Colonie Senior Resources in the amount of \$78,500.00. Life Path in the amount of \$75,000.00. Colonie Senior Service Centers in the amount of \$36,000.00. Catholic Charities in the amount of \$49,140.00, and Community Caregivers in the amount of \$20,370.00. With the grand total awarded to providers \$259,010.00.

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 Colonie Senior Resources, Life Path, Colonie Senior Service, Catholic Charities and Community Caregivers.

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

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

DEPARTMENT FOR AGING



RFP# 2024-107

CAREGIVER SUPPORT PROGRAMS

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

SECTION 4: SCOPE OF SERVICES NATIONAL FAMILY CAREGIVER SUPPORT PROGRAM (NFCSP)

4.1 The Contractor, must comply with and require its caregiver support service providers to comply with all applicable federal, State, and local laws, regulations and issuances, including the ADA and Section 504 of the Rehabilitation Act, and all program standards, standard assurances, and program instructions (PIs) issued by NYSOFA that apply to such activities. (EXHIBIT "A").

4.2 CAREGIVER SUPPORT, SERVICE, AND DELIVERY

The Contractor, must make the following services available to eligible caregivers in accordance with OAA § 373(b): f) The NFCSP program: 1. Meet the needs of the caregiver and enhance support given to the care receiver; 2. Help the caregiver become a better advocate and more confident in assisting the care receiver with their physical, cognitive and behavior needs; 3. Help deter placement in a long-term care facility and promote continued care within the home and/or in an alternative community setting for older adults for as long as possible or desirable; and 4. Help provide support to older relative caregivers for children, if desired.

The proposer delivering respite and/or supplemental services shall indicate if they will be able to complete assessments and input data for their services. If you are unable to complete and enter the assessment's please indicate that within the proposal. The proposer shall indicate whether they will be able to complete additional assessments for other III-E providers.

The proposal must state the type of Caregiver services and the number of units to be delivered

- a) **Public Information:** provides outreach activities and interventions initiated by the provider for the purpose of identifying potential clients and encouraging their use of the available services and benefits. Information services can include: articles in newspapers, brochures, public service announcements on radio, television, or group presentations and at events such as health fairs. There is no client eligibility/ data collection requirement for public information. One unit = one session or event.
- b) **Information and Assistance:** provides assistance to caregivers in gaining access to the services and resources available within their community on a one to one basis. The caregiver may be assisted in defining problems/needs and capacities, receives direction or guidance relative to those problems and is linked to services and opportunities to meet the problems/needs. Also included in this is follow-up, to the extent possible, ensuring that the caregiver receives the service. One unit = individual session.
- c) **Support Groups & Caregiver Training:** Counseling, support groups and training refer to arrange of individual and/or group services that are intended to assist caregivers in gaining knowledge and/or skills related to their caregiver role. Counseling may include individual or group counseling, mediation or resolution, peer counseling, grief counseling. The groups

may be in-person, on-line and/or telephone support groups. Groups may be designed for anyone in a caregiving role or they may be for specific caregivers. They may be educational and/or supportive and sharing, long term or short term. Training programs may be delivered in one session or in a series, the duration may vary from an hour to a full day or longer, and cover numerous topics that can help and support the caregiver in their caregiving capacity. Examples are skills related to assisting care receivers with activities of daily living, legal issues such as power of attorney and living wills, managing difficult behaviors, nutrition, health/wellness such as stress reduction exercises. One unit = one group or individual session.

d) **Respite:** Respite provides caregivers with a temporary break from their caregiving responsibilities while at the same times providing direct services to the care recipient. It must meet the needs of both the caregiver and the care receiver. It can take the form of In-Home Contact & Support (e.g., personal care level I or level II, home health aid or supervision/companion), Adult Day Services (social adult day care or adult day health care) or overnight respite (e.g., nursing home, adult home, assisted living facility.). an older adult (60 and older) who is functionally impaired because the person is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing or supervision; or, an older adult who has a cognitive or other mental impairment that requires substantial supervision because the person behaves in a manner that poses a serious health or safety hazard to the person or to another person. One unit = one hour of service of contact of in-home contact & support, one occurrence of shopping assistance, one hour of 24 hour nursing home/adult care facility or one hour of day care program.

e) **Supplemental Services:** Personal Emergency Response Systems (PERS) and Transportation: Supplemental services are meant to compliment the care provided by the caregivers such as escort transportation, HDM's, and PERS. This service type has a funding cap. The program cannot spend more than 20% on supplemental services. In order for the caregiver to be eligible, the care receiver must be frail as defined in the Older Americans Act. This means that the care receiver is functionally impaired because the person is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing or supervision; or, an older adult who has a cognitive or other mental impairment that requires substantial supervision because the person behaves in a manner that poses a serious health or safety hazard to the person or to another person with 2 ADL's or cognitive impairment. Transportation unit = one way trip, PERS = one unit for each month.

f) **Emergency Respite;** 1. The designated contractor, has the option of offering an emergency respite component. All eligibility requirements applicable to traditional services under the NFCSF also apply to this service delivery model. 2. Policies and procedures must be established and should comply with the standards and requirements defined this document. 3. A caregiver assessment must be completed within five (5) business days after the start of emergency respite service delivery.

4.3 PARTICIPANT ELIGIBILITY AND ASSESSMENTS

The following populations of caregivers are eligible for services under the NFCSP:

- a. Adult family members or other informal caregivers eighteen (18) years of age and older providing care to individuals sixty (60) years of age and older;
- b. Adult family members or other informal caregivers eighteen (18) years of age and older providing care to individuals of any age with Alzheimer's disease or related disorder. Related disorders include dementia, traumatic brain injury, mild cognitive impairment, and chronic traumatic encephalopathy;
- c. Older relatives (not the parents) fifty-five (55) years of age and older living with and providing care to children under the age of eighteen (18); and
- d. Older relatives (including the parents), fifty-five (55) years of age and older living with and providing care to an adult(s) age eighteen (18) to fifty-nine (59) with disabilities.

NOTE: Respite and supplemental services must only be provided to the caregivers of "frail" older adults (refer to definition of frail in Section II). Caregivers who meet the definition of older relative caregiver are eligible for all five (5) service types.

4.4 ACCESSIBILITY AND PRIORITIZATION

The designated contractor, must have an NFCSP that satisfies the following requirements:

- a. Provides barrier-free access to its services that accommodates individuals with disabilities and access for individuals who communicate in languages other than English, and ensure accessibility compliance in the following:
 - i. Physical accessibility, as per federal, State, and local laws, regulations, and issuances;
 - ii. Language accessibility for consumers with limited English proficiency (at a minimum, must establish a telephonic interpretation service contract with language interpretation services provider); and
 - iii. Communication accessibility for individuals with disabilities through auxiliary aids and services such as 711/NY Relay, TTY/TTD, large print materials, audio recordings, or Braille.
- b. Provides maximum service accessibility to caregivers who are in the greatest social or economic need, with particular attention to low-income minority individuals.
- c. To the maximum extent possible, makes space available supportive services, educational services, and recreational activities that protects the privacy of participants.
- d. Ensures participants are registered in accordance with NYSOFA's reporting requirements.
- e. Monitors participants to determine the need for additional caregiver support services and facilitates referrals when necessary.

- f. Has processes for NFCSP service providers (direct or contracted) to alert the AAA to conditions or circumstances which may endanger the caregiver, care receiver, other participants, workers, or volunteers.

Assessment: Clients of respite or supplemental services must receive a comprehensive face-to-face assessment before services can be delivered. The assessment will determine the functioning capacity of the care receiver. Assessment will consist of care planning, arranging for services, and follow up monitoring and discharge. The assessment process will help the caregiver and care receiver gain access to appropriate services, benefits and entitlements. For associated expenses related to this service.

4.5 MONITORING

The Contractor designated by the AAA, must adopt written policies and procedures for the following:

- a. Monitoring all contracted and directly provided caregiver support services in accordance with NYSOFA's monitoring requirements, including a review of caregiver support program specific requirements; and
- b. Ensuring documentation of all monitoring and technical assistance activities.

4.6 CONTRIBUTIONS

The Contractor designated by the AAA, must implement voluntary contribution policies and procedures consistent with NYSOFA's most recent Program Income Policy.

4.7 INSURANCE

The Contractor designated by the AAA, must require each caregiver support provider to maintain the following forms of insurance coverage when applicable and feasible:

- Facility insurance;
- Vehicle insurance;
- Workers' compensation;
- Unemployment;
- Product liability;
- Personal liability, including volunteers; and
- Bonding/commercial insurance policy covering losses from employee theft.

4.8 CONTRACTS WITH SERVICE PROVIDERS

The Contractor designated by the AAA, will ensure that all contracts with caregiver support service providers include:

- a. Contract terms that are consistent and compliant with federal, State, and local laws, regulations, and issuances. They must include the NYSOFA standard assurances and these program standards;

b. Contract terms that specifically delineate as appropriate:

- Service locations;
- Type(s) of services and units of service to be provided;
- Proposed service costs;
- Participant eligibility and targeted populations to be served;
- The respective authorities and responsibilities of the AAA and the designated contractor (e.g., maintenance of facility, cancellation clause, hiring and training staff and volunteers);
- Reporting requirements;
- Program monitoring and assessments;
- Contribution policies and procedures;
- Insurance;
- Licensing requirements, if applicable;
- Staff and volunteer qualifications and requirements;
- Caregiver support service requirements; and
- Other applicable policies and procedures.

c. A provision that contractors designated by the AAA will allow for and cooperate with the monitoring visits and audits by the AAA and federal, State, and local officials.

d. Provisions requiring:

- The contract agency to engage in interagency coordination;
- The contract agency to adopt one (1) or more mechanisms for targeting individuals in the greatest social and economic need;
- The contract agency has any software needed to be able to collect and report all required data for caregivers served; and
- The contract agency to report and manage generated program income.

4.9 QUALITY ASSURANCE

The contractor designated by the AAA, must:

- a. Make consultation and supervision available to all staff and volunteers providing services under the NFCSP;
- b. Review participant case records at least once every three (3) months to ensure compliance with the standards described in this document;
- c. Conduct regular and systematic analysis of the individuals served under the NFCSP; and

- d. Assess the impact and quality of the NFCSP services using the NFCSP Quality Assurance Survey, at least annually. The results of this analysis are to be used as a basis for planning and implementing changes in the NFCSP goals, policies, procedures, and resources.

4.10 RECORD RETENTION

The contractor designated by the AAA, must require:

- a. Each NFCSP service provider to retain the following records for one (1) year after the ending date of the program period:
 - Caregiver assessments;
 - Caregiver education programs, surveys, and units of service;
 - Caregiver counseling participant files and units of service; and
 - Participant surveys and evaluations.
- b. Each NFCSP service provider to retain the following records for six (6) years after the ending date of the program period:
 - Caregiver participant registration;
 - Contribution collection and deposit records;
 - All income and expense records;
 - Contract, budget, and payroll/timesheet documents;
 - AAA monitoring reports of contracted service providers and directly provided caregiver support services;
 - Caregiver coordinator training record; and
 - Participant, staff, and volunteer service records (e.g., sign-in sheets).

4.11 BACKGROUND CHECKS

The Contractor designated by the AAA, must:

- a. Screen all current and future paid and volunteer respite care workers associated with the NFCSP using the New York State Division of Criminal Justice Services (DCJS) Sex Offender Registry prior to that volunteer or staff member being offered a respite care paid or volunteer opportunity, including training or employment by the AAA or the designated contractor. In addition, AAAs and their contractors are encouraged to conduct criminal background checks on all respite care workers and volunteers;
- b. Prohibit any individual listed on the State's Sex Offender Registry from providing direct respite care services under the NFCSP; and
- c. Inform the caregiver of the option to require a prospective respite care worker to undergo a background check when respite care is delivered using a caregiver-directed service delivery model.

2. If the AAA or the designated contractor conduct a background check that is more comprehensive and includes a check of the DCJS Sex Offender Registry, the AAA, or the designated contractor, may continue to use its own background check process instead of following the procedure outlined in these standards.
3. If there is uncertainty about an individual's status on the Sex Offender Registry, the AAA, or the designated contractor, must verify that the individual is not listed on the Sex Offender Registry before offering them a paid or volunteer position.
4. The AAA, or the designated contractor, may conduct a background check by telephone on up to five (5) prospective employees or volunteers by calling 518-457-5837 or 1-800-262-3257.
 - a. The person calling on behalf of the AAA or designated contractor will be asked to provide:
 - Their name, address, and phone number;
 - The prospective employee's or volunteer's full name; and
 - One (1) of the following: complete address, social security number, birth date, or driver's license number of the prospective employee or volunteer.

4.4 There is a requirement to make targeted outreach with attention to; low income, low-income minority individuals and older adults residing in rural areas, older adults with greatest economic need, older adults with limited English proficiency, older individuals who are frail or with severe disabilities older adults with Alzheimer's Disease, or related disorders with neurological and organic brain dysfunction and the caretakers of such individuals to insure that the most critical needs of the targeted population are met. The targeting and prioritizing of services to older adult clients are in compliance with NYSOFA targeting program instruction 12-PI-08, 13-TAM-01, (EXHIBIT "B").

4.5 In providing services there is no charge requirement of any contribution for participation in any activities or programs it provides to older adults residing in Albany County. Contribution made to the program are handled as follows, (EXHIBIT "C");

- The contribution policy shall be explained to all individuals inquiring about the program or service. No client will be denied services for an inability or unwillingness to make a contribution. The Contractor shall not charge any fee or require any contribution for programs covered by funding from ACDFA. Individuals whose self-declared income is at or above 185% of the poverty line must be encouraged to contribute at the actual cost of services.
- Protect the privacy of each older adult regarding contributions;
- Establish a procedure to safeguard and account for all contributions. Said procedure shall be approved in advance by the Department for Aging;
- Use all contributions to expand services of the program. The Contractor shall clearly illustrate how the contributions were used for expansion; and
- Not deny services to or discriminate against any older adult in the delivery of service because the older adult did not contribute.

- 4.6 All program facilities utilized in the delivery of services are to be open to authorized personnel from the United States government, New York State and Albany County Department for Aging, for the purposes of observation and monitoring contract, program and fiscal operations. There is a monitoring process to ensure that services are performed in accordance with requirements of federal, state, and local laws, regulations and guidance documents (including ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan. Additionally, the monitoring process ensures performance and expenditures are for only authorized items of expense contained in approved budgets. A written report of all inspections are kept at the Albany County Department for Aging with a copy provided to the successful Contractor. Any defects or faults found are corrected within 24 hours. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.
- 4.7 All persons providing services are to be of stable personality and high moral character. All employees and volunteers providing services shall at all times be courteous and helpful to each client under their care as well as caregivers or aides of these older adults. All agents or employees involved in the delivery of services are adequately screen to avoid or minimize risks to older adults participating in the program. The Contractor shall ensure that all such agents and employees are competent, conscientious and law-abiding and that each volunteer and employee sign a Confidentiality and Disclosure form, (EXHIBIT "D").
- 4.8 Confidentiality Policy: The Contractor must have a written policy and procedures for all staff and volunteers which protects the confidentiality and limit the access to the client's information. Confidentiality is to be guaranteed for all clients receiving services funded by the US Department of Health and Human Services-Administration on Community Living (ACL), NYSOFA and Albany County. No information may be disclosed that identifies the person or his or her legal representatives unless disclosure is agreed to through written signed informed consent and confidentiality forms, or is required by court order, or by program monitoring by authorized staff from New York State Office for Aging or ACDFA. This includes obtaining the informed consent of an individual for the purpose of disclosing personal information to service providers for refer or any other purpose. In addition, other laws governing consent to capture, share, and disclose client information may apply generally to all individuals or to specific population groups, (EXHIBIT "E").
- 4.9 Referrals are to be accepted and coordinated for the provision of services with the County, the New York State Office for Aging and other designated agencies. If it is determined that services requested as part of such referral cannot be provided, a written report of why such services cannot be provided shall be forwarded to the County in a timely fashion.
- 4.10 No funds allocated for services are used for profit making activities.
- 4.11 For the purposes of informing the Albany County Caregivers about the programs, outreach is required through press releases, distribution of brochures and/or flyers throughout Albany County.

4.12 Comply with all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government. And the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

4.13 RECORDS & REPORTING OF DATA

1. Program Reporting and Claim Forms (EXHIBIT "F") shall be submitted monthly to the Department's Fiscal Director by the 10th day of the following month. Monthly forms and reports consist of the following:

- a) Client Registration Data for older adult participant (for those who provide consent to capture) and actual units of service must be entered into a Statewide Client Data System each month. For those individuals who do not consent an anonymous record must be entered into Statewide Client Data System and align with the itemized breakdown of billed units of service. Prior to implementing respite or supplemental services, the Eligibility Screen Form is required to be completed (EXHIBIT "G").
- b) Claim forms include an itemized breakdown of units of service and cost per unit. All contributions collected during the month for the service shall be reported on the claim form and subtracted from the gross amount of the claim. Vouchers will be paid on the net (services x units = gross less contributions = net) amount. Claim forms are not processed for payment if the units entered into the Statewide Client Data System do not match the units billed. Claims are not paid in the absence of satisfactory monthly reports.
- c) Program Surveys and Performance Targets: In order to assess program satisfaction, the ACDFA Client Survey (EXHIBIT "H") is required to be distributed after receipt of service. Survey results are tabulated on the outcome and performance target report forms (EXHIBIT "I") and sent in with the monthly claim form.

4.14 PROGRAM INCOME—CONTRIBUTIONS

A. In accordance with NYSOFA issuances related to program income, recipients of NFCSP services are provided with the opportunity to voluntarily contribute toward the cost of service. Any voluntary contribution will be referred to as program income and will be used for the sole purpose of expanding supports for caregivers in accordance with funding source requirements.

4.2 Complete and proper accounting records shall be maintained by the Contractor which shall clearly identify the costs of the work performed under this Agreement. Upon County request, such records shall be subject to periodic and final audit by the County. If the Contractor is subject to an audit by an agency of the US Government, then a copy of such annual audit, including exit conference results, if any, shall be provided to ACDFA and the Comptroller of the County of Albany within ten (10) days after receipt by Contractor of the final audit and the exit conference results, if any. If Contractor is not subject to an annual

audit by an agency of the US Government, but receives from the ACDFA funds in excess of \$25,000 in its fiscal year, then contractor shall engage an independent auditor acceptable to the ACDFA to; 1) review the records and accounts of the contractor, 2) render an opinion as to the accuracy and sufficiency of the contractor's records and accounting methods; 3) render an opinion of the contractor's financial position of the fiscal year being audited and any changes therein, including but not limited to its net income or net loss. The audit report by the independent auditor shall be submitted to the ACDFA and Comptroller of the County of Albany within ten (10) days of its receipt by the Contractor. Any attempt to delay the County's audit of program records shall constitute a breach of contract, and shall entitle the County to the remedies set forth in Article 3 of Schedule A, as well as all other remedies for breach of contract and/or fiduciary duty available in law or equity. All program records shall be accessible to the County, the New York State Office of Aging, and the New York State Comptroller for a period of six (6) years following the date of final payment by the County to the Contractor for the performance of the work contemplated herein. The Contractor shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and/or other facilities upon request.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be January 1, 2025 through December 31, 2025.
- 5.2 At the end of the initial one year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for three (3) additional years, in three (3) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

SECTION 6: COST PROPOSAL:

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

SECTION 7: PROPOSAL SUBMISSIONS

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

Albany County Request for Contract Approval

Contract #	2024-2310
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFP
Department	A6772 - Aging
Date Submitted	Monday, September 16, 2024
Contact Person	Dillon, Patrick
Contact Phone	518-447-7733
Vendor Info	Colonie Senior Service Centers 6 Winners Circle, Colonie, New York 12205
Estimated Amount	\$36,000.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	The Contractor shall provide Social Adult Day Services to eligible older adults within Albany County that meet specific criteria as required by Albany County and NYSOFA. Colonie Senior Service Centers will provide access to social adult day services to the highest quality, enabling older adults to maintain an independent lifestyle for as long as possible.
Budget Line Item	AA6772 - 44046 -
Fiscal Impact	County: 25.00% State: 0.00% Federal: 75.00%
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
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DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board
From: Patrick Dillon, Contract Administrator
Date: September 17, 2024
Re: Request for CAB approval

Program:	III Elderly Caregiver
Provider:	Colonie Senior Service Centers
Contract Term:	1/1/25 – 12/31/25
Contract Amount:	\$36,000.00
Older Adults Served:	15 Care Receivers / Caregivers

This request is for approval to enter into a contract with the said Contractor to ensure the provision of caregiver support program for the stated contract term. The Contractor will provide the following services to older adults 60 years and older and their caregivers in Albany County:

1. Respite - the Contractor offers a temporary break to the caregivers by providing direct services to the care recipient. Such services include; social adult day services.

A Request for Proposal No. 2024-107 issued on August 22, 2024 requesting providers submit a proposal regarding Elder Caregiver Services. There was five (5) proposals evaluated and rated by the department scoring committee using the following criteria:

- Clarity and completeness of proposal.
- Proposer's qualifications and past experience in serving target population.
- Responsiveness to the initiative's priorities and goals.
- Clarity of proposed budget.
- Proposers plan to work with other providers and organizations to facilitate coordination and minimize duplication effort.

After reviewing the proposals and rating scores the Elder Caregiver Service proposals were awarded as follows;

1. Life Path; Awarded - \$75,000.00
2. Colonie Senior Service Centers; Awarded - \$36,000.00
3. Town of Colonie Senior Resources; Awarded - \$78,500.00
4. Community Caregivers; Awarded - \$20,370.00
5. Catholic Charities; Awarded - \$49,140.00

Total Awarded to Providers - \$259,010.00

Caregiver Services

RFP #2024-107

Primary Criteria		Rate (1-5)	CATHOLIC CHARITIES					COMMUNITY CAREGIVERS					LIFE PATH									
			Weight	Score	Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Total	Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Total	Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Total
Clarity and completeness of proposal.			20%	-	0.80	0.80	1.00	0.60	0.70	0.52	0.60	0.80	1.00	0.60	0.75	0.75	0.80	0.80	0.80	0.80	0.65	0.77
Proposer's qualifications and past experience in serving target population.			20%	-	0.60	0.80	1.00	0.80	0.60	0.48	0.60	0.80	1.00	0.80	0.84	0.80	0.80	1.00	0.80	0.90	0.85	
Responsiveness to the initiative's priorities and goals.			30%	-	0.60	1.20	1.50	1.20	0.83	0.99	0.60	1.20	1.50	1.20	1.80	1.20	1.20	1.50	1.20	1.28	1.91	
Clarity of proposal budget.			20%	-	0.80	0.60	0.80	0.80	0.75	0.44	0.40	0.60	0.80	1.00	0.75	0.71	1.00	0.80	1.00	0.60	1.14	
Proposers plan to work with other providers and organizations to facilitate coordination and minimize duplication effort.			10%	-	0.30	0.40	0.50	0.50	0.38	0.12	0.30	0.40	0.50	0.40	0.43	0.20	0.50	0.40	0.40	0.40	0.21	
Total			Total	-	3.10	3.80	4.80	3.90	3.25	2.55	2.50	3.80	4.80	4.50	3.93	4.30	4.30	4.70	3.80	3.83	4.89	

Primary Criteria	Rate (1-5)	Weight	Score	CSSC					TOWN OF COLONIE						
				Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Total	Rev 1	Rev 2	Rev 3	Rev 4	Rev 5	Total
Clarity and completeness of proposal.		20%	-	1.00	0.80	0.80	0.80	0.50	0.52	0.60	0.80	0.80	0.80	0.80	0.76
Proposer's qualifications and past experience in serving target population.		20%	-	1.00	0.80	1.00	0.80	0.55	0.56	0.60	0.80	1.00	0.80	1.00	0.84
Responsiveness to the initiative's priorities and goals.		30%	-	1.20	1.20	1.50	1.20	0.90	1.17	0.60	1.20	1.50	1.20	1.13	1.69
Clarity of proposal budget.		20%	-	0.80	0.60	0.80	0.60	0.15	0.44	0.40	0.60	0.60	1.00	0.65	0.65
Proposers plan to work with other providers and organizations to facilitate coordination and minimize duplication effort.		10%	-	0.40	0.40	0.40	0.30	0.03	0.12	0.20	0.40	0.40	0.50	0.40	0.19
		Total	-	4.40	3.80	4.50	3.70	2.13	2.81	2.40	3.80	4.30	4.30	3.88	4.13

- 1.) Life Path - 4.89
- 3.) Town of Colonie - 4.13
- 5.) Community Caregivers - 4.30
- 2.) Colonie Senior Service Centers - 2.81
- 4.) Catholic Charities - 2.55



DANIEL P. McCOY
COUNTY EXECUTIVE

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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: Deborah Riitano Commissioner
Department for Aging

FROM: Pamela O Neill *Pamela (ms)*
Purchasing Agent

DATE: September 16, 2024

RE: RFP #2024-107 Caregiver Support Programs

I am in receipt of your recommendation to award the following firms: Colonie Senior Resources in the amount of \$78,500.00. Life Path in the amount of \$75,000.00. Colonie Senior Service Centers in the amount of \$36,000.00. Catholic Charities in the amount of \$49,140.00, and Community Caregivers in the amount of \$20,370.00. With the grand total awarded to providers \$259,010.00.

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 Colonie Senior Resources, Life Path, Colonie Senior Service, Catholic Charities and Community Caregivers.

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

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

DEPARTMENT FOR AGING



RFP# 2024-107

CAREGIVER SUPPORT PROGRAMS

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

SECTION 4: SCOPE OF SERVICES NATIONAL FAMILY CAREGIVER SUPPORT PROGRAM (NFCSP)

4.1 The Contractor, must comply with and require its caregiver support service providers to comply with all applicable federal, State, and local laws, regulations and issuances, including the ADA and Section 504 of the Rehabilitation Act, and all program standards, standard assurances, and program instructions (PIs) issued by NYSOFA that apply to such activities. (EXHIBIT "A").

4.2 CAREGIVER SUPPORT, SERVICE, AND DELIVERY

The Contractor, must make the following services available to eligible caregivers in accordance with OAA § 373(b): f) The NFCSP program: 1. Meet the needs of the caregiver and enhance support given to the care receiver; 2. Help the caregiver become a better advocate and more confident in assisting the care receiver with their physical, cognitive and behavior needs; 3. Help deter placement in a long-term care facility and promote continued care within the home and/or in an alternative community setting for older adults for as long as possible or desirable; and 4. Help provide support to older relative caregivers for children, if desired.

The proposer delivering respite and/or supplemental services shall indicate if they will be able to complete assessments and input data for their services. If you are unable to complete and enter the assessment's please indicate that within the proposal. The proposer shall indicate whether they will be able to complete additional assessments for other III-E providers.

The proposal must state the type of Caregiver services and the number of units to be delivered

a) **Public Information:** provides outreach activities and interventions initiated by the provider for the purpose of identifying potential clients and encouraging their use of the available services and benefits. Information services can include: articles in newspapers, brochures, public service announcements on radio, television, or group presentations and at events such as health fairs. There is no client eligibility/ data collection requirement for public information. One unit = one session or event.

b) **Information and Assistance:** provides assistance to caregivers in gaining access to the services and resources available within their community on a one to one basis. The caregiver may be assisted in defining problems/needs and capacities, receives direction or guidance relative to those problems and is linked to services and opportunities to meet the problems/needs. Also included in this is follow-up, to the extent possible, ensuring that the caregiver receives the service. One unit = individual session.

c) **Support Groups & Caregiver Training:** Counseling, support groups and training refer to arrange of individual and /or group services that are intended to assist caregivers in gaining knowledge and/or skills related to their caregiver role. Counseling may include individual or group counseling, mediation or resolution, peer counseling, grief counseling. The groups

may be in-person, on-line and/or telephone support groups. Groups may be designed for anyone in a caregiving role or they may be for specific caregivers. They may be educational and/or supportive and sharing, long term or short term. Training programs may be delivered in one session or in a series, the duration may vary from an hour to a full day or longer, and cover numerous topics that can help and support the caregiver in their caregiving capacity. Examples are skills related to assisting care receivers with activities of daily living, legal issues such as power of attorney and living wills, managing difficult behaviors, nutrition, health/wellness such as stress reduction exercises. One unit = one group or individual session.

d) **Respite:** Respite provides caregivers with a temporary break from their caregiving responsibilities while at the same times providing direct services to the care recipient. It must meet the needs of both the caregiver and the care receiver. It can take the form of In-Home Contact & Support (e.g., personal care level I or level II, home health aid or supervision/companion), Adult Day Services (social adult day care or adult day health care) or overnight respite (e.g., nursing home, adult home, assisted living facility.). an older adult (60 and older) who is functionally impaired because the person is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing or supervision; or, an older adult who has a cognitive or other mental impairment that requires substantial supervision because the person behaves in a manner that poses a serious health or safety hazard to the person or to another person. One unit = one hour of service of contact of in-home contact & support, one occurrence of shopping assistance, one hour of 24 hour nursing home/adult care facility or one hour of day care program.

e) **Supplemental Services:** Personal Emergency Response Systems (PERS) and Transportation: Supplemental services are meant to compliment the care provided by the caregivers such as escort transportation, HDM's, and PERS. This service type has a funding cap. The program cannot spend more than 20% on supplemental services. In order for the caregiver to be eligible, the care receiver must be frail as defined in the Older Americans Act. This means that the care receiver is functionally impaired because the person is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing or supervision; or, an older adult who has a cognitive or other mental impairment that requires substantial supervision because the person behaves in a manner that poses a serious health or safety hazard to the person or to another person with 2 ADL's or cognitive impairment. Transportation unit = one way trip, PERS = one unit for each month.

f) **Emergency Respite;** 1. The designated contractor, has the option of offering an emergency respite component. All eligibility requirements applicable to traditional services under the NFCSP also apply to this service delivery model. 2. Policies and procedures must be established and should comply with the standards and requirements defined this document. 3. A caregiver assessment must be completed within five (5) business days after the start of emergency respite service delivery.

4.3 PARTICIPANT ELIGIBILITY AND ASSESSMENTS

The following populations of caregivers are eligible for services under the NFCSP:

- a. Adult family members or other informal caregivers eighteen (18) years of age and older providing care to individuals sixty (60) years of age and older;
- b. Adult family members or other informal caregivers eighteen (18) years of age and older providing care to individuals of any age with Alzheimer's disease or related disorder. Related disorders include dementia, traumatic brain injury, mild cognitive impairment, and chronic traumatic encephalopathy;
- c. Older relatives (not the parents) fifty-five (55) years of age and older living with and providing care to children under the age of eighteen (18); and
- d. Older relatives (including the parents), fifty-five (55) years of age and older living with and providing care to an adult(s) age eighteen (18) to fifty-nine (59) with disabilities.

NOTE: Respite and supplemental services must only be provided to the caregivers of "frail" older adults (refer to definition of frail in Section II). Caregivers who meet the definition of older relative caregiver are eligible for all five (5) service types.

4.4 ACCESSIBILITY AND PRIORITIZATION

The designated contractor, must have an NFCSP that satisfies the following requirements:

- a. Provides barrier-free access to its services that accommodates individuals with disabilities and access for individuals who communicate in languages other than English, and ensure accessibility compliance in the following:
 - i. Physical accessibility, as per federal, State, and local laws, regulations, and issuances;
 - ii. Language accessibility for consumers with limited English proficiency (at a minimum, must establish a telephonic interpretation service contract with language interpretation services provider); and
 - iii. Communication accessibility for individuals with disabilities through auxiliary aids and services such as 711/NY Relay, TTY/TTD, large print materials, audio recordings, or Braille.
- b. Provides maximum service accessibility to caregivers who are in the greatest social or economic need, with particular attention to low-income minority individuals.
- c. To the maximum extent possible, makes space available supportive services, educational services, and recreational activities that protects the privacy of participants.
- d. Ensures participants are registered in accordance with NYSOFA's reporting requirements.
- e. Monitors participants to determine the need for additional caregiver support services and facilitates referrals when necessary.

- f. Has processes for NFCSP service providers (direct or contracted) to alert the AAA to conditions or circumstances which may endanger the caregiver, care receiver, other participants, workers, or volunteers.

Assessment: Clients of respite or supplemental services must receive a comprehensive face-to-face assessment before services can be delivered. The assessment will determine the functioning capacity of the care receiver. Assessment will consist of care planning, arranging for services, and follow up monitoring and discharge. The assessment process will help the caregiver and care receiver gain access to appropriate services, benefits and entitlements. For associated expenses related to this service.

4.5 MONITORING

The Contractor designated by the AAA, must adopt written policies and procedures for the following:

- a. Monitoring all contracted and directly provided caregiver support services in accordance with NYSOFA's monitoring requirements, including a review of caregiver support program specific requirements; and
- b. Ensuring documentation of all monitoring and technical assistance activities.

4.6 CONTRIBUTIONS

The Contractor designated by the AAA, must implement voluntary contribution policies and procedures consistent with NYSOFA's most recent Program Income Policy.

4.7 INSURANCE

The Contractor designated by the AAA, must require each caregiver support provider to maintain the following forms of insurance coverage when applicable and feasible:

- Facility insurance;
- Vehicle insurance;
- Workers' compensation;
- Unemployment;
- Product liability;
- Personal liability, including volunteers; and
- Bonding/commercial insurance policy covering losses from employee theft.

4.8 CONTRACTS WITH SERVICE PROVIDERS

The Contractor designated by the AAA, will ensure that all contracts with caregiver support service providers include:

- a. Contract terms that are consistent and compliant with federal, State, and local laws, regulations, and issuances. They must include the NYSOFA standard assurances and these program standards;

b. Contract terms that specifically delineate as appropriate:

- Service locations;
- Type(s) of services and units of service to be provided;
- Proposed service costs;
- Participant eligibility and targeted populations to be served;
- The respective authorities and responsibilities of the AAA and the designated contractor (e.g., maintenance of facility, cancellation clause, hiring and training staff and volunteers);
- Reporting requirements;
- Program monitoring and assessments;
- Contribution policies and procedures;
- Insurance;
- Licensing requirements, if applicable;
- Staff and volunteer qualifications and requirements;
- Caregiver support service requirements; and
- Other applicable policies and procedures.

c. A provision that contractors designated by the AAA will allow for and cooperate with the monitoring visits and audits by the AAA and federal, State, and local officials.

d. Provisions requiring:

- The contract agency to engage in interagency coordination;
- The contract agency to adopt one (1) or more mechanisms for targeting individuals in the greatest social and economic need;
- The contract agency has any software needed to be able to collect and report all required data for caregivers served; and
- The contract agency to report and manage generated program income.

4.9 QUALITY ASSURANCE

The contractor designated by the AAA, must:

- a. Make consultation and supervision available to all staff and volunteers providing services under the NFCSP;
- b. Review participant case records at least once every three (3) months to ensure compliance with the standards described in this document;
- c. Conduct regular and systematic analysis of the individuals served under the NFCSP; and

- d. Assess the impact and quality of the NFCSP services using the NFCSP Quality Assurance Survey, at least annually. The results of this analysis are to be used as a basis for planning and implementing changes in the NFCSP goals, policies, procedures, and resources.

4.10 RECORD RETENTION

The contractor designated by the AAA, must require:

- a. Each NFCSP service provider to retain the following records for one (1) year after the ending date of the program period:
 - Caregiver assessments;
 - Caregiver education programs, surveys, and units of service;
 - Caregiver counseling participant files and units of service; and
 - Participant surveys and evaluations.
- b. Each NFCSP service provider to retain the following records for six (6) years after the ending date of the program period:
 - Caregiver participant registration;
 - Contribution collection and deposit records;
 - All income and expense records;
 - Contract, budget, and payroll/timesheet documents;
 - AAA monitoring reports of contracted service providers and directly provided caregiver support services;
 - Caregiver coordinator training record; and
 - Participant, staff, and volunteer service records (e.g., sign-in sheets).

4.11 BACKGROUND CHECKS

The Contractor designated by the AAA, must:

- a. Screen all current and future paid and volunteer respite care workers associated with the NFCSP using the New York State Division of Criminal Justice Services (DCJS) Sex Offender Registry prior to that volunteer or staff member being offered a respite care paid or volunteer opportunity, including training or employment by the AAA or the designated contractor. In addition, AAAs and their contractors are encouraged to conduct criminal background checks on all respite care workers and volunteers;
- b. Prohibit any individual listed on the State's Sex Offender Registry from providing direct respite care services under the NFCSP; and
- c. Inform the caregiver of the option to require a prospective respite care worker to undergo a background check when respite care is delivered using a caregiver-directed service delivery model.

2. If the AAA or the designated contractor conduct a background check that is more comprehensive and includes a check of the DCJS Sex Offender Registry, the AAA, or the designated contractor, may continue to use its own background check process instead of following the procedure outlined in these standards.
3. If there is uncertainty about an individual's status on the Sex Offender Registry, the AAA, or the designated contractor, must verify that the individual is not listed on the Sex Offender Registry before offering them a paid or volunteer position.
4. The AAA, or the designated contractor, may conduct a background check by telephone on up to five (5) prospective employees or volunteers by calling 518-457-5837 or 1-800-262-3257.
 - a. The person calling on behalf of the AAA or designated contractor will be asked to provide:
 - Their name, address, and phone number;
 - The prospective employee's or volunteer's full name; and
 - One (1) of the following: complete address, social security number, birth date, or driver's license number of the prospective employee or volunteer.

4.4 There is a requirement to make targeted outreach with attention to; low income, low-income minority individuals and older adults residing in rural areas, older adults with greatest economic need, older adults with limited English proficiency, older individuals who are frail or with severe disabilities older adults with Alzheimer's Disease, or related disorders with neurological and organic brain dysfunction and the caretakers of such individuals to insure that the most critical needs of the targeted population are met. The targeting and prioritizing of services to older adult clients are in compliance with NYSOFA targeting program instruction 12-PI-08, 13-TAM-01, (EXHIBIT "B").

4.5 In providing services there is no charge requirement of any contribution for participation in any activities or programs it provides to older adults residing in Albany County. Contribution made to the program are handled as follows, (EXHIBIT "C");

- The contribution policy shall be explained to all individuals inquiring about the program or service. No client will be denied services for an inability or unwillingness to make a contribution. The Contractor shall not charge any fee or require any contribution for programs covered by funding from ACDFA. Individuals whose self-declared income is at or above 185% of the poverty line must be encouraged to contribute at the actual cost of services.
- Protect the privacy of each older adult regarding contributions;
- Establish a procedure to safeguard and account for all contributions. Said procedure shall be approved in advance by the Department for Aging;
- Use all contributions to expand services of the program. The Contractor shall clearly illustrate how the contributions were used for expansion; and
- Not deny services to or discriminate against any older adult in the delivery of service because the older adult did not contribute.

- 4.6 All program facilities utilized in the delivery of services are to be open to authorized personnel from the United States government, New York State and Albany County Department for Aging, for the purposes of observation and monitoring contract, program and fiscal operations. There is a monitoring process to ensure that services are performed in accordance with requirements of federal, state, and local laws, regulations and guidance documents (including ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan. Additionally, the monitoring process ensures performance and expenditures are for only authorized items of expense contained in approved budgets. A written report of all inspections are kept at the Albany County Department for Aging with a copy provided to the successful Contractor. Any defects or faults found are corrected within 24 hours. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.
- 4.7 All persons providing services are to be of stable personality and high moral character. All employees and volunteers providing services shall at all times be courteous and helpful to each client under their care as well as caregivers or aides of these older adults. All agents or employees involved in the delivery of services are adequately screen to avoid or minimize risks to older adults participating in the program. The Contractor shall ensure that all such agents and employees are competent, conscientious and law-abiding and that each volunteer and employee sign a Confidentiality and Disclosure form, (EXHIBIT "D").
- 4.8 Confidentiality Policy: The Contractor must have a written policy and procedures for all staff and volunteers which protects the confidentiality and limit the access to the client's information. Confidentiality is to be guaranteed for all clients receiving services funded by the US Department of Health and Human Services-Administration on Community Living (ACL), NYSOFA and Albany County. No information may be disclosed that identifies the person or his or her legal representatives unless disclosure is agreed to through written signed informed consent and confidentiality forms, or is required by court order, or by program monitoring by authorized staff from New York State Office for Aging or ACDFA. This includes obtaining the informed consent of an individual for the purpose of disclosing personal information to service providers for refer or any other purpose. In addition, other laws governing consent to capture, share, and disclose client information may apply generally to all individuals or to specific population groups, (EXHIBIT "E").
- 4.9 Referrals are to be accepted and coordinated for the provision of services with the County, the New York State Office for Aging and other designated agencies. If it is determined that services requested as part of such referral cannot be provided, a written report of why such services cannot be provided shall be forwarded to the County in a timely fashion.
- 4.10 No funds allocated for services are used for profit making activities.
- 4.11 For the purposes of informing the Albany County Caregivers about the programs, outreach is required through press releases, distribution of brochures and/or flyers throughout Albany County.

4.12 Comply with all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government. And the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

4.13 RECORDS & REPORTING OF DATA

1. Program Reporting and Claim Forms (EXHIBIT "F") shall be submitted monthly to the Department's Fiscal Director by the 10th day of the following month. Monthly forms and reports consist of the following:

- a) Client Registration Data for older adult participant (for those who provide consent to capture) and actual units of service must be entered into a Statewide Client Data System each month. For those individuals who do not consent an anonymous record must be entered into Statewide Client Data System and align with the itemized breakdown of billed units of service. Prior to implementing respite or supplemental services, the Eligibility Screen Form is required to be completed (EXHIBIT "G").
- b) Claim forms include an itemized breakdown of units of service and cost per unit. All contributions collected during the month for the service shall be reported on the claim form and subtracted from the gross amount of the claim. Vouchers will be paid on the net (services x units = gross less contributions = net) amount. Claim forms are not processed for payment if the units entered into the Statewide Client Data System do not match the units billed. Claims are not paid in the absence of satisfactory monthly reports.
- c) Program Surveys and Performance Targets: In order to assess program satisfaction, the ACDFA Client Survey (EXHIBIT "H") is required to be distributed after receipt of service. Survey results are tabulated on the outcome and performance target report forms (EXHIBIT "I") and sent in with the monthly claim form.

4.14 PROGRAM INCOME—CONTRIBUTIONS

A. In accordance with NYSOFA issuances related to program income, recipients of NFCSP services are provided with the opportunity to voluntarily contribute toward the cost of service. Any voluntary contribution will be referred to as program income and will be used for the sole purpose of expanding supports for caregivers in accordance with funding source requirements.

4.2 Complete and proper accounting records shall be maintained by the Contractor which shall clearly identify the costs of the work performed under this Agreement. Upon County request, such records shall be subject to periodic and final audit by the County. If the Contractor is subject to an audit by an agency of the US Government, then a copy of such annual audit, including exit conference results, if any, shall be provided to ACDFA and the Comptroller of the County of Albany within ten (10) days after receipt by Contractor of the final audit and the exit conference results, if any. If Contractor is not subject to an annual

audit by an agency of the US Government, but receives from the ACDFA funds in excess of \$25,000 in its fiscal year, then contractor shall engage an independent auditor acceptable to the ACDFA to; 1) review the records and accounts of the contractor, 2) render an opinion as to the accuracy and sufficiency of the contractor's records and accounting methods; 3) render an opinion of the contractor's financial position of the fiscal year being audited and any changes therein, including but not limited to its net income or net loss. The audit report by the independent auditor shall be submitted to the ACDFA and Comptroller of the County of Albany within ten (10) days of its receipt by the Contractor. Any attempt to delay the County's audit of program records shall constitute a breach of contract, and shall entitle the County to the remedies set forth in Article 3 of Schedule A, as well as all other remedies for breach of contract and/or fiduciary duty available in law or equity. All program records shall be accessible to the County, the New York State Office of Aging, and the New York State Comptroller for a period of six (6) years following the date of final payment by the County to the Contractor for the performance of the work contemplated herein. The Contractor shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and/or other facilities upon request.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be January 1, 2025 through December 31, 2025.
- 5.2 At the end of the initial one year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for three (3) additional years, in three (3) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

SECTION 6: COST PROPOSAL:

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

SECTION 7: PROPOSAL SUBMISSIONS

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

Albany County Request for Contract Approval

Contract #	2024-2348
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	Sole Source
Department	A6772 - Aging
Date Submitted	Thursday, September 26, 2024
Contact Person	Dillon, Patrick
Contact Phone	518-447-7733
Vendor Info	Jewish Family Services 184 Washington Avenue Extension, Albany, New York 12203
Estimated Amount	\$40,000.00
Estimated Term	10/15/2024 to 12/31/2025
Scope of Services	The Contractor shall be responsible for building / installing three (3) ramps for older adults 60 years and older residing in Albany County. The installs are for handicap residence in need of access into their homes to remain independant and not in need of assisted living.
Budget Line Item	AA6772 - 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

COUNTY OF ALBANY
DEPARTMENT FOR AGING
100 HERITAGE LANE
ALBANY, NEW YORK 12211
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board

From: Patrick Dillon, Contract Administrator

Date: September 26, 2024

Regarding: Request for CAB Approval

Contractor -- Jewish Family Services
Contract Amount -- \$ 40,000.00
Contract Term -- 10/15/2024 -- 12/31/2025
Funding Source -- 100% - County

The Department for Aging (DFA) requests legislative approval to enter into a new contract with Jewish Family Services to provide material and contractor services to construct three (3) ramps for older adults 60 years and older residing in Albany County. The Memorandum of Understanding will address the unmet need of our older adults 60 years and older residing in Albany County that lack required access into their home for independent living.

Albany County Department for Aging shall contract with Jewish Family Services to provide the construction and labor services needed to perform this Ramp and Roll project. This project will give qualified older adults needed access into their home with the installation of a ramp. This project will encompass only the three (3) ramps. Jewish Family Services will provide ; The initial renderings, all needed materials, labor, and needed permits.

Albany County Request for Contract Approval

Contract #	2024-2338
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1230 - County Executive
Date Submitted	Monday, September 23, 2024
Contact Person	Rozak, Mary
Contact Phone	+1 5184477218
Vendor Info	Albany FireWolves 51 South Pearl Street, Albany, NY 12207
Estimated Amount	\$99,000.00
Estimated Term	11/1/2024 to 10/31/2025
Scope of Services	Albany County is entering into an agreement with the Albany FireWolves for the opportunity to provide and display commercial advertising during Firewolves events, on FireWolves social media, and in FireWolves email blasts. The FireWolves will also provide the County with (25) twenty-five complimentary tickets for each of the TEAM home games hosted during the regular and post season that can be donated to youth groups or schools at the County's discretion. The FireWolves also agree to make players and coaches available for at least two appearances in schools to speak about health, wellness, staying active, anti-bullying etc.
Budget Line Item	AA1310 - 04790 -
Fiscal Impact	County: 0.00% State: 0.00% Federal: 100.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

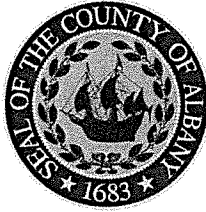
For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

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 Office of the County Executive requests approval to contract with the Albany FireWolves in order to run an advertising campaign.

Should you have any questions, please contact Mary Rozak at (518) 447-7218.

Sincerely,

The Office of the County Executive

***Advertising Scope of Services
With
COUNTY OF ALBANY
At
MVP ARENA with ALBANY FIREWOLVES***

Advertiser to receive the following:

Outdoor Marquee – The opportunity to provide and display commercial advertising/messaging on the MVP Arena outdoor marquee on each TEAM home game day during the season. Static advertising will be displayed on the center digital matrix within a loop of building event announcements and sponsors. Artwork files in appropriate format to be provided by advertiser.

Front Entrance Video Boards – The opportunity to provide and display commercial advertising on the front entrance LED video boards on each TEAM home game date. There are two (2) 70ft x 15ft boards and the :15 advertising message will run simultaneously on both boards at each TEAM home game. Advertisements will run in rotation with other advertisers and Arena business. Artwork or video file in appropriate format to be provided by advertiser.

LED Ribbon Boards – The opportunity to provide and display commercial advertising on the LED ribbon boards, main scoreboard display, and lower ring of the main scoreboard, at all TEAM events. Subject to promoter/event restrictions, Advertising message exposure will be :10 and run in a rotation with other arena advertisers, upcoming events, and Arena business. Artwork files in appropriate format to be provided by advertiser.

Main Scoreboard Ad Matrix – The opportunity to provide and display a message from Albany County on the Arena's center-hung scoreboard during each TEAM home game.

Email Blasts – The opportunity to provide and display a commercial advertisement with a link on the bottom of TEAM email blasts. Frequency will be a minimum of one (1) email blast per quarter. Advertisement in appropriate format to be provided by advertiser.

Social Media Posts – Name recognition on TEAM social media posts (facility content) a minimum of 1x per quarter based on availability. Content will be designed and written by TEAM & "County of Albany" will be tagged as a sponsor of the post.

Website: The logo/seal for Albany County and the Albany County Parks & Recreation Department Logo or other Albany County department selected by Albany County will be shown on TEAM's website along with a message about the program.

Complimentary Tickets – TEAM will provide (25) twenty-five complimentary tickets for each of the TEAM home games hosted during the regular and post season. These tickets may be used by Advertiser at its discretion and could be donated to youth groups or schools of the Advertiser's choosing.

TEAM Dasher Pad Advertising – Advertiser will have the opportunity to display advertising on two dedicated dasher pads that will be in front of the hard hockey dashers while TEAM's games are taking place. Artwork for the advertisement will be provided by the Advertiser and the team will produce the ads on the dasher pads. These ads will be displayed during the 2024 Season at all TEAM home games held at MVP Arena.

On-Field Promotions – Advertiser will be permitted to conduct an on-field promotion during a mutually acceptable time within all 2024- 2025 regular season TEAM home games. Any promotional prizes given away will be the responsibility of the Advertiser. PA announcements will be made to provide exposure for the Advertiser and the images/logo for Advertiser will be shown on the LED ribbon boards and Video scoreboard when these on-field promotions take place.

Advertiser & TEAM to Conduct In-School Speaking Appearances:

TEAM agrees to make players and coaches available for at least two appearances in schools where representatives from Albany County and TEAM members will speak in schools about health, wellness, staying active, anti-bullying etc.

TEAM to Provide Players and Coaches at County Programs:

TEAM will use best efforts to provide players and coaches to attend certain mutually acceptable Albany County Programs throughout the season. These will be mutually agreed to in advance.

TEAM to receive the following:

Ninety Nine thousand (\$99,000) net dollars, payable as follows:

Payable Date: \$99,000 payable on or before 12/1/24

Agreement Term – The term of this agreement will be for one (1) year commencing on November 1, 2024, and ending on October 31, 2025. The Advertiser will have the right of first refusal regarding all the elements of this agreement under mutually agreed upon terms and conditions.

NCAA Disclaimer – It is understood that the NCAA reserves the right to “cover-up” (make non-visible to the public) all advertising in the arena.

Albany County Request for Contract Approval

Contract #	2024-2358
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Monday, September 30, 2024
Contact Person	Stover, Thomas
Contact Phone	+1 5184473020
Vendor Info	The Metro Group, Inc. 50-23 23rd Street, Long Island City (LIC), NY 11101
Estimated Amount	\$56,668.56
Estimated Term	1/1/2025 to 12/31/2027
Scope of Services	Legionella Prevention Testing and Treatment of Cooling Towers and HVAC Equipment Water Testing for the following facilities: County Office Building, Mercantile Building, Social Services Building, Judicial Building and the Family Court Building.
Budget Line Item	AA1620 - 44046 -
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 GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

September 30, 2024

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

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

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

Pursuant to RFB-2024-112 Legionella Prevention Testing and Treatment of Cooling Towers and HVAC Equipment Water Testing the Department of General Services requests authorization for a contract with The Metro Group, Inc. as the lowest bidder for the three year term.:

This award will be for: County Office Bldg. @ \$13,548.75, Mercantile Bldg @ \$9,912.46, Social Services Bldg @ \$13,548.75, Judicial Bldg @ \$13,548.75 and the Family Court @ \$1,109.85. DGS will be including an additional \$5,000.00 for service repairs not covered under the service contract.

Not to exceed total of \$56,668.56 includes the base bid of \$51,668.56 and a contingency allowance of \$5,000.00 for the term of the contract. Costs for these Services are included in the General Services budget under Fees for Services.

The term of this agreement will be January 1, 2025 – December 31, 2027. Existing service contracts expire December 31, 2024.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O'Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: September 27, 2024

Re: RFB-2024-112 Legionella Prevention Testing and Treatment of Cooling Towers and HVAC Equipment Water Testing

I have reviewed the bids received for RFB-2024-112 Legionella Prevention Testing and Treatment of Cooling Towers and HVAC Equipment Water Testing. I recommend awarding the contract to The Metro Group, Inc. as the low bidder for the three year term. This award will be for: County Office Bldg. @ \$13,548.75, Mercantile Bldg @ \$9,912.46, Social Services Bldg @ \$13,548.75, Judicial Bldg @ \$13,548.75 and the Family Court @ \$1,109.85. DGS will be including an additional \$5,000.00 for service repairs not covered under the service contract.

Not to exceed total of \$56,668.56 for the three year term starting January 1, 2025 through December 31, 2027.

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

DML:tas



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David Latina, Commissioner
Department of General Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: September 30, 2024

RE: RFB #2024-112, 112 Legionella Prevention Testing and Treatment of Cooling
Towers and HVAC Equipment Water Testing

I am in receipt of your recommendation to award the aforementioned to The Metro Group in the amount of \$56,668.56.

As The Metro Group is the lowest responsible and responsive bidder, I concur with your recommendation.

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

COUNTY OF ALBANY

REQUEST FOR BIDS

DEPARTMENT OF GENERAL SERVICES



RFB #2024-112

**LEGIONELLA PREVENTION, TESTING AND TREATMENT OF
COOLING TOWERS&HVAC EQUIPMENT WATER
TREATMENT SERVICES
VARIOUS ALBANY COUNTY FACILITIES**

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Legionella Prevention, Testing and Treatment of Cooling Towers and HVAC Equipment Water Treatment Services**

Bid Number: **2024-112**

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	Number
9/17/24	RFB-2024-112 #1

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

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

BF1

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

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

- 7. Communication concerning this Bid shall be addressed to:

_____ Robert Bruno, rbruno@metrogroupinc.com _____

Phone: _585-490-1380_____

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Legionella Prevention, Testing and Treatment of Cooling Towers and HVAC Equipment Water Treatment Services.**

Bid Number: **2024-112**

County Office Building, 112 State Street:

Seasonal - Cooling Tower Legionella Compliance, water treatment services for cleaning, descaling, sanitizing and balancing of cooling towers, cooling/heat loops, chillers and steam boilers:

\$ \$4,516.25 Per Year

\$ \$13,548.75 Three Year Total Inclusive of equipment, chemicals, testing and remediation

Mercantile Building, 60 South Pearl Street:

Seasonal - Cooling Tower Legionella Compliance, water treatment services for cleaning, descaling, sanitizing and balancing of cooling towers, cooling/heat loops, and boilers:

\$ \$3,304.15 Per Year

\$ \$9,912.46 Three Year Total Inclusive of equipment, chemicals, testing and remediation.

Social Services Building, 162 Washington Ave:

Year Round - Cooling Tower Legionella Compliance, water treatment services for cleaning, descaling, sanitizing and balancing of cooling towers, cooling/heat loops, and boilers:

\$ \$4,516.25 Per Year

\$ \$13,548.75 Three Year Total Inclusive of equipment, chemicals, testing and remediation.

BF3

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Legionella Prevention, Testing and Treatment of Cooling Towers and HVAC Equipment Water Treatment Services.**

Bid Number: **2024-112**

Judicial Center, 6 Lodge Street:

Year Round - Cooling Tower Legionella Compliance, water treatment services for cleaning, descaling, sanitizing and balancing of cooling towers, cooling/heat loops, chillers and boilers:

\$ \$4,516.25 **Per Year**

\$ \$13,548.75 **Three Year Total** Inclusive of equipment, chemicals, testing and remediation.

Hockey Facility, 18 Hockey Lane: \$

Year Round - Cooling Tower Legionella Compliance, water treatment services for cleaning, descaling, sanitizing and balancing of cooling towers, cooling/heat loops, chillers and boilers:

\$ \$4,750.40 **Per Year**

\$ \$14,251.20 **Three Year Total** Inclusive of equipment, chemicals, testing and remediation.

Family Court, 30 Clinton Ave:

Seasonal - water treatment services for cleaning, descaling, sanitizing and balancing of heat loop and boilers:

\$ \$369.95 **Per Year**

\$ \$1,109.85 **Three Year Total** Inclusive of equipment, chemicals, testing and remediation.

BF4

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Legionella Prevention, Testing and Treatment of Cooling Towers and
HVAC Equipment Water Treatment Services**

Bid Number: **2024-112**

COMPANY: **The Metro Group, Inc.**_____

ADDRESS: **50-23 23rd St**_____

CITY, STATE, ZIP: **LIC, NY 11101**_____

TEL. NO.: **718-729-7200**_____

FAX NO.: **718-729-8677**_____

FEDERAL TAX ID NO.: **11-1076550**_____

REPRESENTATIVE: **Krista Pasfield**_____

E-MAIL:

kpasfield@metrogroupinc.com_____

SIGNATURE AND TITLE: **Director of Operations** _____

DATE: **9/17/24**

BF5

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

Director of
Operations _____ Title

9/17/24

Date

The Metro Group,
Inc. _____ Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF NY)
COUNTY OF Queens) SS.:

On this 17 day of September, 2024, before me personally appeared Krista Pasfield to me known, who, being by me sworn, did say that he resides at (give address) St James; that he is the (give title) Director of Operations of the corporation name of The Metro Group, 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.

MIKHAIL RATNER
NOTARY PUBLIC-STATE OF NEW YORK
No. 02RA6423755
Qualified in Kings County
My Commission Expires 10-18-2025

Misha Ratner

Notary Public, State of New York

Qualified in Kings County

Commission Expires 10-18-25

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 The Metro Group, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 11-1076550 b) DUNS # 008921850											
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: n/a		5. WEBSITE ADDRESS (if applicable) www.metrogroupinc.com											
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 50-23 23rd St., LIC, NY 11101		7. TELEPHONE NUMBER 718-729-7200	8. FAX NUMBER 718-729-8677										
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 <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Name</td> <td>Krista Pasfield</td> </tr> <tr> <td>Title</td> <td>Director of Operations</td> </tr> <tr> <td>Telephone Number</td> <td>718-729-7200</td> </tr> <tr> <td>Fax Number</td> <td>718-729-8677</td> </tr> <tr> <td>e-mail</td> <td>kpasfield@metrogroupinc.com</td> </tr> </table>				Name	Krista Pasfield	Title	Director of Operations	Telephone Number	718-729-7200	Fax Number	718-729-8677	e-mail	kpasfield@metrogroupinc.com
Name	Krista Pasfield												
Title	Director of Operations												
Telephone Number	718-729-7200												
Fax Number	718-729-8677												
e-mail	kpasfield@metrogroupinc.com												
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:		☐ Yes ☒ No											
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No											
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No											

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

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.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # 11-1076550

State of: NY)
) ss:
County of: Queens)

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 The Metro Group,
Inc.

Address 50-23 23rd St.

City, State, Zip LIC, NY 11101

Signature of Owner _____

Printed Name of Signatory Krista Pasfield

Title Director of Operations

Sworn before me this 17th day of Sept, 2024;

Notary Public

Misha Ratner

MIKHAIL RATNER
NOTARY PUBLIC-STATE OF NEW YORK
No. 02RA6423755
Qualified in Kings County
My Commission Expires 10-18-2025

Krista Pasfield

Printed Name

Krista Pasfield

Signature

9/17/24
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

Director of
Operations

Title

9/17/24
Date

The Metro Group, 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: The Metro Group, Inc.

Address: 50-23 23rd St., LIC, NY 11101

Phone Number(s): 718-729-7200

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):

water treatment

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

mechanical/boiler room



Signature

Krista Pasfield

Printed Name

Director of Operations

Title

9/17/24

Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

1. How many years has your firm been in business? 99
years

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

1. SUNY Oneonta - Jeremy Sawyer - 607-386-8026

Completion 10/31/23 - Bid \$3,8720.00 - Completed Cost \$3,872.00

2. SUNY Cobleskill - Kevin Palmatier - 518-657-1778

Completion 10/31/2023 - Bid \$9,720.00 - Completed Cost \$10,538.38

3. Van Rensselaer Manor - Shawn Holt - 518-530-2748

Completion 10/31/2023 - Bid \$6,370.00 - Completed Cost \$6,370.00

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

N/A

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

No

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

No

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

_____ No _____

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

Yadira M. Velazquez, AVP, Senior Analyst
Treasury Management Client Delivery / Service
Webster Bank | 360 Lexington Avenue – 5th Fl , New York, NY 10017
O: (212) 806-4542 yvelazquez@websterbank.com

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Current Assets - 45

Non-Current Assets - 34

Total Assets - 79

Current Liabilities - 24

Non-Current Liabilities - 20

Total Liabilities - 44

***All values in Millions of USD (Rounded)**

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

____ The Metro Group. Inc. _____
Correct Name of Bidder

(a) The business is a: __ Corporation _____

(b) The address of principal place of business is: __ 50-23 23rd St., LIC, NY 11101 _____

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

____ Richard Parker, CEO _____

____ Krista Pasfield, Corporate Secretary _____

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

10. Is your firm qualified to do business in the State of New York? Yes x No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

____The Metro Group, Inc._____
Firm

Dated: 9/17/24_____

By _____

____Krista Pasfield_____
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

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

Firm: The Metro Group, Inc.

By: 
(Signature)

Krista Pasfield
(Typed)

Title: Director of Operations

Date: 9/17/24

RFB-2024-112
**LEGIONELLA PREVENTION, TESTING AND TREATMENT OF COOLING
TOWERS & HVAC EQUIPMENT WATER TREATMENT SERVICES
VARIOUS ALBANY COUNTY FACILITIES**

GENERAL SPECIFICATIONS

I. HOURS OF SERVICE:

Regular Hours for service for all calls including emergency service shall be defined as Monday through Friday, between the hours of 7:30 A.M. to 4:30 P.M. with the exception of the Hockey Facility, DSS . Regular hours for the Hockey Facility will be 7:30 A.M. to 5:30 P.M.

Overtime Hours for emergency services shall be defined as Monday through Friday between the hours of 4:31 P.M. to 7:29 A.M., and anytime on Saturdays and Sundays. Overtime Hours for the Hockey Facility will be 5:31 P.M. to 7:29 A.M. Calls for any overtime shall be made and authorized only by the Plant Utilities Engineer or his/her named designee.

II. Cooling Towers Legionella Prevention, Testing and Treatment Services:

- **In addition to the to the Qualifications of Bidder outlined in Section 7 of the RFB:**
 - **Contractor shall have a New York State Pesticide Applicator Business Registration and shall submit proof thereof with the bid submission.**
 - **Contractor shall provide a New York State Pesticide Applicator to perform service work.**
 - **Contractor shall use only New York State Registered products for use in killing microorganisms in the County water systems.**
- **For the facilities, Social Services, Mercantile Building, Judicial Center, County Office Building and Hockey Facility** The contractor will provide testing, treatment services and all chemicals necessary for cooling tower operation in compliance with NYS DOH Cooling Tower Regulations, VOLUME A (Title 10) / Part 4 – Protection Against Legionella / Subpart 4-1 – Cooling Towers, as it pertains to these facilities. Pursuant to any *Legionella* culture sample result that exceeds 1,000 colony forming units per milliliter (CFU/mL), contractor will provide all chemicals and retesting as needed until an acceptable test result is achieved. Contractor will maintain all on site required records and provide electronic copies of all routine service reports, test results and any required action reports pursuant to any positive test results to the Albany County Department of General services.

III. Chemical Treatment Service for Boilers, Chillers and Associated Cooling and Heating Loops

- **For the facilities, Social Services, Mercantile Building, Judicial Center, County Office Building, Family Court and Hockey Facility;** The contractor will provide water treatment services and chemicals needed for cleaning, descaling, and sanitizing of cooling towers, cooling/heat loops, chillers and boilers. Contractor will maintain all on site required records and provide electronic copies of all routine service reports and test results and any required action reports.

RFB-2024-112
**LEGIONELLA PREVENTION, TESTING AND TREATMENT OF COOLING
TOWERS & HVAC EQUIPMENT WATER TREATMENT SERVICES
VARIOUS ALBANY COUNTY FACILITIES**

GENERAL SPECIFICATIONS

- All treatment for closed loop systems is typical added through a pot feeder, either on-site or temporarily provided by the Contractor. All treatment needs to keep the equipment served by these closed loops within equipment manufacturers' specs (pH, conductivity) and expected operating environmental conditions (glycol concentration and freeze point). Reports should be provided showing initial test points and final readings after successful treatment and adequate system circulation.
- Open condenser water, spray water (evaporative condenser), and steam heating loops need monthly water testing with continuous water treatment and bleedwater purging whenever the respective system is operating. Open loops typically feature an automatic bleedwater (conductivity) control, and separate pumps and chemical stocks for scale inhibitor, biocide inhibitor, and Legionella disease. The Contractor must provide all purge equipment, treatment equipment and chemical feedstocks to maintain pH, conductivity, alkalinity, phosphonate, azole, aerobic bacteria, calcium hardness, molybdenum, skin temperature, and LSI point ranges per cooling system (or steam system) equipment manufacturers' specs. If the existing chemical treatment equipment is not compatible with Contractor feedstocks, Contractor is responsible for any upgrade required. The automatic bleedwater control/purge system must be maintained by the Contractor and repaired if inoperative. Reports should be provided showing initial test points and final readings after successful treatment and adequate system circulation, and include treatment pump settings, conductivity cycle setting, and on-site chemical feedstock inventories. Also, cooling towers and remote sumps (if any) must be cleaned out - twice per year at the Hockey Facility, and once per year at the other sites - cleaning shall include scrub down of sumps, tower fill wash down, and nozzle cleaning.
- For the Judicial Center open condenser water, spray water loop has a polypropylene resin lining the system secondary holding tank and piping. The contractor must provide a written statement that the chemicals used in the treatment service are compatible with the polypropylene resin lining as noted in attachment A.
- Steam boilers and feed water tanks need to be skimmed twice per season and blown down every month by the Contractor (to supplement the weekly blow down performed by County personnel).
- All open loop condenser or spray water treatment at County Office Building and Mercantile Building should start around April 1 and finish around October 15, weather dependent.
- The Judicial Center, Social Services and Hockey Facility open loop condenser water operates year round and treatment must be continuous - any service needs to be closely coordinated based on weather and operating schedules.

RFB-2024-112
**LEGIONELLA PREVENTION, TESTING AND TREATMENT OF COOLING
TOWERS & HVAC EQUIPMENT WATER TREATMENT SERVICES
VARIOUS ALBANY COUNTY FACILITIES**

GENERAL SPECIFICATIONS

- Steam system treatment at County Office Building should start around October 1 and finish around April 15, weather dependent.

IV. TRAVEL AND PARKING:

- All Time and Mileage To, From and Between facilities for these services are to be included in the annual contract price.
- The Contractor will be responsible for any traffic infractions and or parking violations attributable to employees of the Contractor.

V. BID AWARD:

- Each noted COMPONENT at each FACILITY as noted in the Building and Component list should be bid separately.
- It is the intent that all facilities be awarded to one contractor.

RFB-2024-112 Tabulation

Legionella Prevention, Testing and Treatment of Cooling Towers and HVAC Equipment Water Testing

Bidder	Chemenergy	Gotham	The Metro Group	Nalco	Purity Laboratories
County Office Bldg					
Per Year	\$ 11,305.00	\$ 8,250.00	\$ 4,516.25	\$ 9,650.00	\$ 5,500.00
Three Year Total	\$ 33,915.00	\$ 24,750.00	\$ 13,548.75	\$ 30,674.00	\$ 16,500.00
Mercantile Bldg					
Per Year	\$ 8,520.50	\$ 7,400.00	\$ 3,304.15	\$ 6,275.00	\$ 5,100.00
Three Year Total	\$ 25,561.50	\$ 22,200.00	\$ 9,912.46	\$ 20,296.00	\$ 15,300.00
Social Services Bldg					
Per Year	\$ 8,125.27	\$ 6,500.00	\$ 4,516.25	\$ 7,275.00	\$ 6,100.00
Three Year Total	\$ 24,375.81	\$ 19,500.00	\$ 13,548.75	\$ 23,371.00	\$ 18,300.00
Judicial Bldg					
Per Year	\$ 9,289.92	\$ 8,500.00	\$ 4,516.25	\$ 10,100.00	\$ 6,400.00
Three Year Total	\$ 27,869.76	\$ 25,500.00	\$ 13,548.75	\$ 32,058.00	\$ 19,200.00
Family Court					
Per Year	\$ 2,780.94	\$ 2,000.00	\$ 369.95	\$ 750.00	\$ 900.00
Three Year Total	\$ 8,342.82	\$ 6,000.00	\$ 1,109.85	\$ 2,306.00	\$ 2,700.00
	\$ 120,064.89	\$ 97,950.00	\$ 51,668.56	\$ 108,705.00	\$ 72,000.00

Contingency \$ 5,000.00

Not to Exceed \$ 56,668.56

Albany County Request for Contract Approval

Contract #	2024-2372
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Friday, October 4, 2024
Contact Person	Stover, Thomas
Contact Phone	+1 5184473020
Vendor Info	RMB Mechanical, Inc 1442 Fern Avenue, Schenectady, NY 12306
Estimated Amount	\$37,500.00
Estimated Term	1/1/2025 to 12/31/2027
Scope of Services	Preventive Maintenance and Emergency Service for the Judicial Center Boilers.
Budget Line Item	AA1620 - 44046 -
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 GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

September 30, 2024

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

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

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

Pursuant to RFB #2024-116 HVAC Preventive Maintenance and Emergency Service Hockey Facility Chillers & Judicial Center Boilers the Department of General Services requests authorization for a contract with RMB Mechanical, Inc. as the lowest bidder for the Judicial Center Boilers.

The not to exceed total of \$37,500.00 includes the base bid of \$22,500.00 and a contingency allowance of \$15,000.00 for repairs and materials not covered in the Preventive Maintenance agreement scope. Costs for these Services are included in the General Services budget under Fees for Services.

The term of this agreement will be January 1, 2025 – December 31, 2027. The existing service contract expires December 31, 2024.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O'Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: October 3, 2024

Re: RFB #2024-116 HVAC Preventive Maintenance and Emergency Service Hockey Facility
Chillers & Judicial Center Boilers

I have reviewed the bids received for RFB-2024-116. I recommend awarding the contract for the Judicial Center Boilers to RMB Mechanical, Inc. as the low bidder at \$22,500.00 for the three year term. DGS will be including an additional \$15,000.00 for service repairs not covered under the service contract.

Not to exceed total of \$37,500.00 for the three year term starting January 1, 2025 through December 31, 2027.

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

DML:tas



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David Latina, Commissioner
Department of General Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: October 3, 2024

RE: RFB #2024-116, HVAC Preventive Maintenance and Emergency Service Hockey
Facility Chillers & Judicial Center Boilers

I am in receipt of your recommendation to award the aforementioned to RMB Mechanical, Inc. in the amount of \$37,500.00.

As RMB Mechanical is the lowest responsible and responsive bidder, I concur with your recommendation.

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **HVAC Preventative Maintenance and Emergency Service**
Bid Number: **2024-116**

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	Number
09/18/2024	#1

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

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

BF1

COUNTY OF ALBANY

BID FORM

- (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:
- RMB Mechanical, Inc.
-
- 1442 Fern Avenue
-
- Schenectady, NY 12306
-
- Phone: 518-875-9995
-
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: HVAC Preventative Maintenance and Emergency Service

Bid Number: 2024-116

Location	Preventive Maintenance (Inspections)- Price Per Year (all-inclusive of labor and materials)	Emergency Service/ Extra Work Standard Hourly Rate	Emergency Service/ Extra Work Overtime Hourly Rate
JUDICIAL BLDG BOILERS	\$ 7,500.00	\$ 151.00	\$ 226.50
HOCKEY FACILITIES CHILLERS	\$ 7,500.00	\$ 230.00	\$ 340.00

Repair Materials Markup Over Contractor's Cost (Percentage)	15%
--	-----

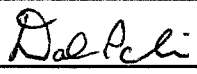
BF3

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: HVAC Preventative Maintenance and Emergency Service
Bid Number: 2024-116

COMPANY: RMB Mechanical, Inc.
ADDRESS: 1442 Fern Avenue
CITY, STATE, ZIP: Schenectady, NY 12306
TEL. NO.: 518-875-9995
FAX NO.: 518-875-6214
FEDERAL TAX ID NO.: 82-1511462
REPRESENTATIVE: Dan Paludi
E-MAIL: dan@rmbmechanicalinc.com
SIGNATURE AND TITLE:  Service Director
DATE: 09/25/2024

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.

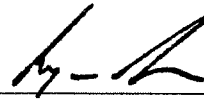
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

Ryan Brown

Vice President

Title

09/25/2024

Date

RMB Mechanical, Inc.

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

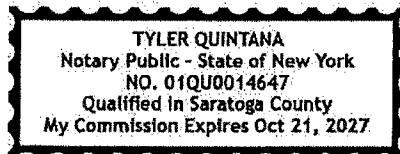
Qualified in _____

Commission Expires _____

If Corporation:

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

On this 25th day of September, 2002~~2024~~, before me personally appeared Ryan Brown to me known, who, being by me sworn, did say that he resides at (give address) Gutha Road, Delanson, New York 12053; that he is the (give title) Vice President of the (name of corporation) RMB Mechanical, Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.



Notary Public, State of New York

Qualified in Schenectady County

Commission Expires 10/21/2027

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 RMB Mechanical, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 82-1511462 b) DUNS # 117067342	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.rmbheatingcooling.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 1442 Fern Avenue, Schenectady, New York 12306		7. TELEPHONE NUMBER 518-875-9995	8. FAX NUMBER 518-875-6214
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 Ryan Brown Title Vice President Telephone Number 518-894-8147 Fax Number 518-875-6214 e-mail ryan@rmbmechanicalinc.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Brendan Brown	TITLE President	b) NAME Ryan Brown	TITLE Vice President
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

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

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

☐ Yes ☒ No

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #82-1511462

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

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 RMB Mechanical, Inc.

Signature of Owner



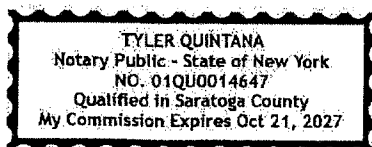
Address 1442 Fern Avenue

Printed Name of Signatory Ryan Brown

City, State, Zip Schenectady, New York, 12306 Title Vice President

Sworn before me this 25th day of September, 2024;

Notary Public



Tyler Quintana

Printed Name

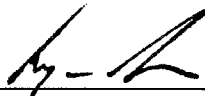
Signature

9/25/2024

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 Ryan Brown

Vice President
Title

9-25-2024
Date

RMB Mechanical, 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: RMB Mechanical, Inc.

Address: 1442 Fern Avenue

Schenectady, New York, 12306

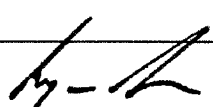
Phone Number(s): 518-875-9995

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):

N/A

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

County Hockey Facility and County Judicial Center



Signature

Ryan Brown

Printed Name

Vice President

Title

09/25/2024

Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

1. How many years has your firm been in business? 7 years

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

1. SABIC (Saudi Basic Industries Corporation) Service & Preventative Maintenance

1 Noryl Ave, Selkirk, NY 12205 Reference: Mike Brown - 518-475-5094

Preventative Maintenance is ongoing; approximately \$600,000.00 per annum.

2. PLUG Power - 125 Vista Boulevard, Slingerlands, NY 12159

Service & Preventative Maintenance at Multiple Locations - \$96,620.00 per annum.

Reference: Doug McLain - 518-209-7353

3. Saint Gobain - 1 Sealant Park, Granville, NY 12832

Service & Preventative Maintenance (ongoing) Reference: Charles Anderson - 518-232-8516

Ongoing preventative maintenance and service. Calendar year 2023 - \$32,416.56

BQ1

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

NYS Courts IT Systems All-Inclusive Preventative Maintenance and Service

\$40,485.00 per annum. 8.33% complete

SABIC (Saudi Basic Industries Corporation) Annual Service & Preventative Maintenance

Approximately \$600,000 per annum. 75% complete for calendar year.

Plug Power - Multiple Locations Preventative Maintenance and Service

\$96,620.00 per year across all locations. 66.66% complete for calendar year.

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

No.

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

No.

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

No.

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

Yes - Trane Industries will be providing support services biannual chiller maintenance services.

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

Kevin Harrigan at Capital Bank Financial Corp. / 2 Rush Street, Schenectady, New York 12305 / 518-579-2478

AJ Gallagher, Jaymie Columbus, 30 Century Hill Drive, Suite 200, Latham, NY 12110, 518-391-2219

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Will provide upon receipt of contract.

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

RMB Mechanical, Inc.

Correct Name of Bidder

(a) The business is a: corporation organized under the laws of the state of New York.

(b) The address of principal place of business is: 1442 Fern Avenue

Schenectady, New York, 12306

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

Brendan Brown, President

Rhianna Brown, Secretary

Ryan Brown, Vice President

Susan Brown, Treasurer

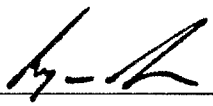
ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes ✓ No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

RMB Mechanical, Inc.

Firm

Dated: 09/25/2024

By 

Ryan Brown, Vice President

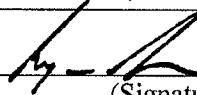
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

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

Firm: RMB Mechanical, Inc.

By: 
(Signature)

Ryan Brown
(Typed)

Title: Vice President

Date: 09/25/2024

RFB-2024-116 HVAC Preventative Maintenance and Emergency Service Hockey Facility Chillers and Judicial Building Boilers
Bid Tabulation

Bidder	Eckert Mechanical	H.T. Lyons	RMB Heating & Cooling
Location			
Judicial Building Boilers	\$ 8,560.00	\$ 8,566.00	\$ 7,500.00
Standard Rate	\$ 106.00	\$140.00	\$ 151.00
OT Rate	\$ 145.00	\$210.00	\$226.50
Repair Material Markup Over Contractors Cost %	21.00%	30.00%	15.00%

3 Year Term	\$ 25,680.00	\$ 25,698.00	\$ 22,500.00
Service Repair Allowance	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Not to Exceed	\$ 40,680.00	\$ 40,698.00	\$ 37,500.00

Albany County Request for Contract Approval

Contract #	2024-2391
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	A1610 - General Services
Date Submitted	Thursday, October 10, 2024
Contact Person	Stover, Thomas
Contact Phone	+1 5184473020
Vendor Info	Conserv Flag Company Po Box 649, Sidney, NE Zip 69162Code
Estimated Amount	\$51,520.00
Estimated Term	10/22/2024 to 1/21/2025
Scope of Services	Purchase of barricades as noted in RFB 2024-075
Budget Line Item	CAPIT - HKUY - C1901
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 GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

October 10, 2024

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

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

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

Pursuant to bids received for RFB-2024-075 PURCHASE OF BARRICADE FOR MVP ARENA, the Department of General Services requests authorization to purchase barricades from Conserv Flag Company at a cost of \$51,520.00.

Said cost includes all shipping and handling costs.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)



Memo

To: David Latina, Commissioner, Albany County Department of General Services

From: Nathan Sims, Assistant General Manager/Director of Operations – ASM Global, MVP Arena

Cc: Pamela O Neill, CPPB, Albany County Purchasing Agent
Bob Belber, General Manager – ASM Global, MVP Arena

Date: August 20, 2024

Re: **RFB #2024-075– MVP Arena Purchase of Barricade**
Recommendation for Award to ConServ Flag Company

Commissioner Latina,

As you are aware, MVP Arena along with the Albany County Purchasing Division, developed a Request for Bid (RFB) and solicited bid prices for the **Purchase** associated with the **Arena Equipment Replacement Project, Purchase of Barricade located at the MVP Arena**. A Bid has been received and reviewed for conformance with the bid documents.

A complete tabulation of the **Purchase** Bid is attached for your use. After review of the quote that was submitted, the MVP Arena recommends you proceed with a request for contract approval of the lowest responsive bidder, **ConServ Flag Company** at a cost of **\$51,520.00**.

If you have any questions regarding this project, I can be reached at 518-487-2092.

Thank you



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
General Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: October 9, 2024

RE: RFB#2024-075 Purchase of Barricade for MVP Arena

I am in receipt of your recommendation to award the aforementioned to Conserv Flag Company in the amount of \$51,520.00.

As ConServ Flag Company 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.

Allen

COUNTY OF ALBANY

REQUEST FOR BIDS ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES



RFB #2024-075

PURCHASE OF BARRICADE FOR MVP ARENA

**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: Purchase of Barricade for MVP Arena RFB NUMBER: 2024-075

Receipt Confirmation Form

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

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

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

Company Name: Conserv Flag Company
Address: 1003 ILLINOIS ST
City: SIDNEY State: NE Zip Code: 65162
Contact Person: Kenny Gudahl
Title: Director
Phone Number: 308-254-4720 Fax Number: 308-254-2419 E-Mail: ConservFlag@ConservFlag.com

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:
☐ Yes / ☒ No

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

Fax Number: 308-254-2419 E-Mail: ConservFlag@ConservFlag.com

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

NON-BIDDER RESPONSE

RFB #2024-075

Purchase of Barricade for MVP Arena

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2024-075

Sealed Bids for Purchase of Barricade for the MVP Arena as requested by Albany County Department of General Services will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, June 13, 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 **(May 30, 2024)**.

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
May 23, 2024

PUBLISH ONE DAY – June 6, 2024-- THE EVANGELIST
PUBLISH ONE DAY – May 30, 2024 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

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

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

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **Purchase of Barricade for MVP Arena**
- 1.2 Requesting Department: **Albany County Department of General Services**
- 1.3 Bid Number: **2024-075**

SECTION 2: PURPOSE

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

SECTION 3: BIDDING DOCUMENTS

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

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00am Thursday June 13, 2024** at the following address:

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

- 4.2 All bids received after the time stated in the "Notice to Bidders", or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

- 4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

SECTION 5: TERM OF BID

- 5.1 This is a one time purchase.

SECTION 6: BID SECURITY

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

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 No formal written Bidder Qualification questionnaire is being requested for this bid.

SECTION 8: Section not in use

SECTION 9: DISQUALIFICATION

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

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

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

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

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

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

SECTION 10: Section not in use

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

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

SECTION 12: BID FORM

12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.

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

SECTION 13: EQUIVALENT GOODS

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

SECTION 14: SPECIFICATION CLARIFICATION

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

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

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

SECTION 15: BID EVALUATION

- 15.1 Bids shall remain valid until:

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

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

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

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

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

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

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

SECTION 17: AWARD OF BID

17.1 The apparent successful Bidder will be issued a Notice of Award in the form of an Albany County purchase order.

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

SECTION 18: PERFORMANCE BOND

18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

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

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

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

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

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

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

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

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

SECTION 23: CASH DISCOUNT

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

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

- 24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.

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

SECTION 25: MACBRIDE PRINCIPLES

- 25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 25.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement

procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

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

SECTION 26: Section not in use

SECTION 27: Section not in use

SECTION 28: Section not in use

SECTION 29: ANTI DISCRIMINATION CLAUSE

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

SECTION 30: Section not in use

SECTION 31: INTERPRETATION

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

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

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

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

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

- 33.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in

subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

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

SECTION 34: Section not in use

SECTION 35: Section not in use

Title: **Purchase of Barricade for the Albany County MVP Arena**

Bid Number: **RFB-2024-075**

Requesting Department: **Albany County Department of General Services**

BID SPECIFICATIONS

General

It is the intent of these specifications to describe a barricade to be purchase and use for the Albany County MVP Arena.

All equipment must be new (not previously owned). The unit(s) furnished to this specification shall meet or exceed all requirements herein. Vendors quoting equivalent brand must submit with their bid submission all product literature and specifications for the manufacturing and model they are bidding.

The name of any manufacturer, trade name, manufacturer or vendor catalog number mentioned in specifications and proposal sheets is for the purpose of designating a minimum standard of quality and type and for no other reason. Such references are not intended to be restrictive. Bids will be considered for any Mfg. which meets or exceeds the quality of the specifications listed for any item.

Specifications:

Blow through style crowd control barricade, tapered front lip to avoid trip hazard, security step on back for visibility.

Ability to set in place, lift up back into locked position and connect the pieces to each other securely without the need for tools.

Steel construction, 168ft of 4.ft tall straight pieces, 2 inside corners for thrust assembly, 4 outside corners for thrust assembly, 2 corner wedge plates, and 2 doors. Ability to fold flat for easier storage and carts with wheels to transport all equipment.

Item: CC-500 Barricade 4' wide, part#320600/or equal

Item: CC-500 Barricade thrust assembly, inside corner part#360137/or equal

Item: CC-500 Barricade Thrust Assembly, Outside Corner Right, part#360138/or equal

Item: CC-500 Barricade Thrust Assembly, Outside Corner Left, part#360139/or equal

Item: CC-500 Barricade Corner Wedge Plate, part#360140/or equal

Transport, CC500 Barricade, with Strap (8) part#340114/or equal

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Purchase of Barricade
Bid Number: 2024-075

THIS BID IS SUBMITTED TO:

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

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:

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

Date

Number

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

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

BF1

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

Conserv Flag
P.O. Box 649
Sidney NE 69162

Phone: 308-254-4720 Fax: 308-254-2419

E-mail: conservflag @ conservflag-com

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

BID FORM

BID IDENTIFICATION:

Title: Purchase of Barricade
Bid Number: 2024-075

Item Description	Est Qty	Price Each	Total
CC-500 Barricade 4' Wide Part#320600/or equal	42	\$ <u>954.00</u>	\$ <u>40,068.00</u>
CC-500 Barricade Thrust Assembly, Inside Corner Part#360138/or equal	2	\$ <u>1182.00</u>	\$ <u>2364.00</u>
CC-500 Barricade Thrust Assembly Outside Corner Right, Part#360138/or equal	2	\$ <u>1104.00</u>	\$ <u>2208.00</u>
CC-500 Barricade Thrust Assembly, Outside Corner, Left, Part#360139/or equal	2	\$ <u>1104.00</u>	\$ <u>2208.00</u>
CC500 Barricade Corner Wedge Plate2 Part#360140/or equal	2	\$ <u>364.00</u>	\$ <u>728.00</u>
CC500 Transport Barricade with Strap (8) Part#340114/or equal	4	\$ <u>986.00</u>	\$ <u>3944.00</u>
Grand total			\$ <u>51,520.00</u>

**vendors submitting equivalent products shall include in their bid product information to support equivalency.

BID FORM

BID IDENTIFICATION:

Title: Purchase of Barricade

Bid Number: 2024-075

COMPANY: CowSen Flag

ADDRESS: 1003 ILLINOIS ST

CITY, STATE, ZIP: SIDNEY NE 69162

TEL. NO.: 308-254-4720

FAX NO.: 308-254-2419

FEDERAL TAX ID NO.: 47-0626372

REPRESENTATIVE: Kenny Gudahl

E-MAIL: Kenny @ CONSENTFlag- com

SIGNATURE AND TITLE Kenny Gudahl Director

DATE 6/11/2024

BF3

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

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

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

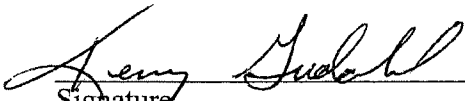
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

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

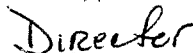
A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets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

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

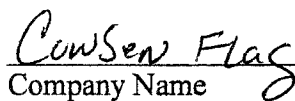
B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law,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



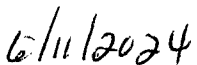
Signature



Title



Company Name



Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF Nebraska)
COUNTY OF Cheyenne) SS.:

On this 11 day of June, 2024, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

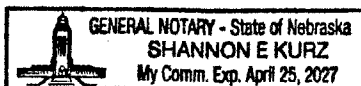
Qualified in _____

Commission Expires _____

If Partnership:

STATE OF Nebraska)
COUNTY OF Cheyenne) SS.:

On the 11 day of June, 2024, before me personally came Kenny Budahl _____, 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 Cow Sen Flag 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.



Kenny Budahl Shannon E Kurz
Notary Public, State of Nebraska

Qualified in Cheyenne County

Commission Expires April 25, 2027

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME CONSEN FLAG 1003 ILLINOIS ST SIDNEY NE 69162		3. IDENTIFICATION NUMBERS a) FEIN # 47-0626372 b) DUNS # 076642458	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: N/A		5. WEBSITE ADDRESS (if applicable) N/A	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 1003 ILLINOIS ST SIDNEY NE 69162		7. TELEPHONE NUMBER 308-254-4720	8. FAX NUMBER 308-254-2419
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 SAME
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name <u>Kenny Gudahl</u> Title <u>Director</u> Telephone Number <u>308-254-4720</u> Fax Number <u>308-254-2419</u> e-mail <u>Kenny@CONSENFLAG.com</u>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME <u>Emil ASSAD</u>	TITLE <u>President</u>	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:	☐ 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>	☐ Yes ☒ No
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>	☐ Yes ☒ No
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 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.

FEIN #
47 0626372

Date Exp April 26, 2027

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

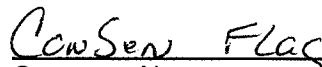
- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder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



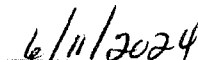
Signature



Title



Company Name



Date

COUNTY OF ALBANY

PURCHASE OF BARRICADE FOR THE ALBANY COUNTY
MVP ARENA

RFB#2024-075

ADDENDUM #1

June 4, 2024

The following Addendum No. 1 consisting of six (6) pages (including this cover page) is hereby issued on the 4th day of June 2024 in connection with the Request for Bids #2024-075 Purchase of Barricade for the Albany County MVP Arena as requested by the Albany County Department of General Services.

COUNTY OF ALBANY

RFB#2024-075

Purchase of Barricade for the Albany County MVP Arena

ADDENDUM #1

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

ITEM #1: Clarification needed on the how many feet of barricade, bid specification calls out 168 feet but the bid form is asking for a quantity of 4' wide sections.

Answer: The correct amount should be 168 feet and the bid form has been updated to reflect a total of 42 sections that will be needed.

ITEM#2: Quantities listed are estimates only and the County reserves the right to decrease/increase that actual number to be purchased.

End of Addendum #1

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Purchase of Barricade
Bid Number: 2024-075

THIS BID IS SUBMITTED TO:

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

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

Date

Number

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

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

BF1

BID FORM**BID IDENTIFICATION:**

Title: Purchase of Barricade

Bid Number: 2024-075

Item Description	Est Qty	Price Each	Total
CC-500 Barricade 4' Wide Part#320600/or equal	42	\$ <u>954.00</u>	\$ <u>40,068.00</u>
CC-500 Barricade Thrust Assembly, Inside Corner Part#360138/or equal	2	\$ <u>1182.00</u>	\$ <u>2364.00</u>
CC-500 Barricade Thrust Assembly Outside Corner Right, Part#360138/or equal	2	\$ <u>1104.00</u>	\$ <u>2208.00</u>
CC-500 Barricade Thrust Assembly, Outside Corner, Left, Part#360139/or equal	2	\$ <u>1104.00</u>	\$ <u>2208.00</u>
CC500 Barricade Corner Wedge Plate2 Part#360140/or equal	2	\$ <u>364.00</u>	\$ <u>728.00</u>
CC500 Transport Barricade with Strap (8) Part#340114/or equal	4	\$ <u>986.00</u>	\$ <u>3944.00</u>
Grand total			\$ <u>51,520.00</u>

**vendors submitting equivalent products shall include in their bid product information to support equivalency.

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

7. Communication concerning this Bid shall be addressed to:

Consen Flag
1003 ILLINOIS PO Box 649
SIDNEY NE 69162
Phone: 308-254-4720 Fax: 308-254-2419

E-mail: Consen Flag @ Consen Flag - com

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

BID FORM

BID IDENTIFICATION:

Title: Purchase of Barricade
Bid Number: 2024-075

COMPANY: CONSERV Flag
ADDRESS: 1003 ILLINOIS ST
CITY, STATE, ZIP: SIDNEY NE 68162
TEL. NO.: 308-254-4720
FAX NO.: 308-254-2419
FEDERAL TAX ID NO.: 47-0626372
REPRESENTATIVE: Kenny Gudahl
E-MAIL: Kenny@conservflag.com
SIGNATURE AND TITLE: Kenny Gudahl Director
DATE: 6/11/2024

BF3

A Fund - Civic Center - Projects

Upper Level Seating Replacement

Project Number: C1501
 Project Status: New 1 Existing Amended
 Affiliated Bond Account(s): HKUJ
 Amendment(s):

The chairs in the upper level are 25 years old. The lower level seating was replaced in 2010. This plan was originally spread over two years utilizing Facility Fees. Combining the projects into the same year we would realize an approximate savings of \$100,000. Given lead time of the chairs, installation of chairs will begin spring of 2019, purchase of chairs will be in 2018.

Year	Pre 2023	2023	2024	2025	2026	2027	2028	Total
County	3.375	-						3.375
Other								-
Total County Cost	3.375	-	-	-	-	-	-	3.375

Main Arena Sound System

Project Number: C1801
 Project Status: New 1 Existing Amended
 Affiliated Bond Account(s): HKUY
 Amendment(s):

The intent is to design and install a new sound system. The existing system has been maintained for over 20 years. It has been maintained and still operates, but the sound quality is failing. The components are outdated and difficult to replace. There are few assisted listening devices active. The purchase of over 200 units will be needed to keep up with Americans With Disabilities Act (ADA) code.

Year	Pre 2023	2023	2024	2025	2026	2027	2028	Total
County	1.800	-						1.800
Other								-
Total County Cost	1.800	-	-	-	-	-	-	1.800

WiFi

Project Number: C1802
 Project Status: New 1 Existing Amended
 Affiliated Bond Account(s): HKUX
 Amendment(s):

The wireless network system in the building has been pieced together over the years. The system does not have the capacity for the growing needs of the shows, media and patrons. The wired network has been upgraded. The awards of the National Collegiate Athletic Association (NCAA) Basketball Championship has put the need of this project to forefront to accommodate National Media needs.

Year	Pre 2023	2023	2024	2025	2026	2027	2028	Total
County	0.826							0.826
Other								-
Total County Cost	0.826	-	-	-	-	-	-	0.826

Arena Equipment Replacement

Project Number: C1901
 Project Status: New 1 Existing Amended
 Affiliated Bond Account(s): HKUZ
 Amendment(s):

All equipment is at least 15 years old. Replace staging, that is old and degrading. Spotlights are in need of frequent repair and replacement parts. Existing barricade, lacks step to assist patrons from GA floor. The turnstiles are needed for accurate counts of patrons entering. Forklifts are up in age. The West End curtains will cover the lights in the suites for end stage shows that production often have concerns about during shows.

Year	Pre 2023	2023	2024	2025	2026	2027	2028	Total
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