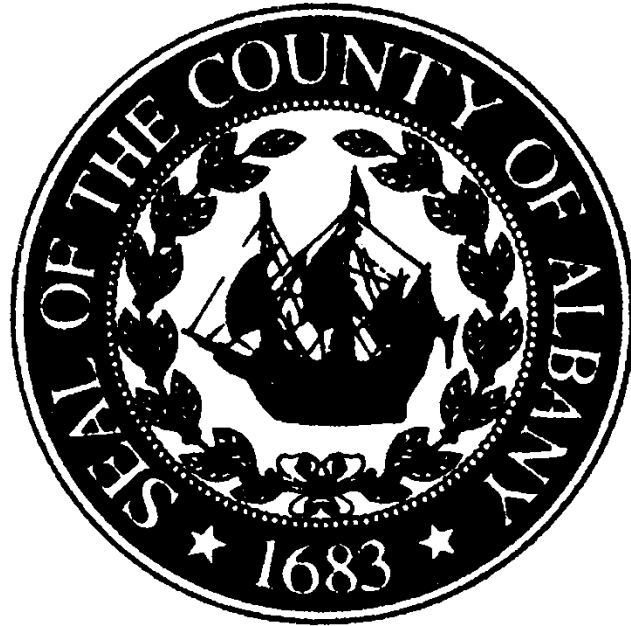


# **COUNTY OF ALBANY**

## **REQUEST FOR BIDS DEPARTMENT OF GENERAL SERVICES**



**RFB #2022-071**

### **11 STATE STREET BASEMENT CEILING AND FLOOR REPAIRS**

**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: 112 State Street Basement Ceiling and Floor Repair RFB NUMBER: 2022-071**

**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: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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

**Yes** /  **No**

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

Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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

## NON-BIDDER RESPONSE

RFB #2022-071

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:

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Vendor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Vendor Telephone: \_\_\_\_\_

**NOTICE TO BIDDERS -- ALBANY COUNTY  
REQUEST FOR BIDS #2022-071**

Sealed Bids for the **112 State Street Basement Ceiling and Floor Repairs** 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 9<sup>th</sup>, 2022.**

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **Thursday, May 26, 2022.**

A site visit will be held on **Thursday, June 2<sup>nd</sup>, 2022 at 10:00 a.m., at #112 State Street, 1<sup>st</sup> Floor Elevator Lobby, Albany, NY 12207.** This is the only scheduled site visit. Interested bidders are strongly urged to attend.

Pamela O Neill  
Purchasing Agent

Dated: Albany, New York  
May 20, 2022

PUBLISH ONE DAY – Thursday, May 26, 2022 -- THE EVANGELIST  
PUBLISH ONE DAY – Thursday, May 26, 2022 -- 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: **112 STATE STREET BASEMENT CEILING AND FLOOR REPAIR**
- 1.2 Requesting Department: **GENERAL SERVICES**
- 1.3 Bid Number: **2022-071**

**SECTION 2: PURPOSE**

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **the repair of the ceiling and floor in the basement of 112 State Street, Albany, NY 12207** as requested by **General Services**.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.
- 2.3 The apparent Successful Bidder will be required to submit DBE participation information and, as a condition of receiving the contract, demonstrate good faith efforts in meeting DBE goals, as outlined in Article SC 19 of the Albany County Affirmative Action Plan, attached hereto.

**SECTION 3: BIDDING DOCUMENTS**

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

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

#### **SECTION 4: SUBMISSION OF BIDS**

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00 A.M. ON THURSDAY, JUNE 9, 2022**, 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.
- 4.4 **There will be a site visit on Thursday, June 2, 2022 at 10:00 a.m., at the County Office Building, 112 State Street, Albany, NY 12207. Bidders will meet in the first floor elevator lobby.**  
**This will be the only scheduled site visit. Interested bidders are strongly urged to attend.**

#### **SECTION 5: TERM OF BID**

- 5.1 The bid shall be in effect from the date of contract execution until completion of all work under the contract. Prices shall remain firm for the entire bid period.

#### **SECTION 6: BID SECURITY**

- 6.1 Each bid must be accompanied by a bid bond or certified check in the amount of **Five Percent of the Total Bid Amount in United States Currency** drawn upon a national or state bank or trust company, to the order of the Director of Finance, Albany, County. If bid is accepted, the successful Bidder will enter into a contract for the same and will execute such further security as may be required for the performance of the contract. **BID SECURITY SHALL BE INCLUDED WITH BID AT TIME OF BID OPENING;**

FAILURE TO DO SO MAY CAUSE REJECTION OF THE BID AS MATERIALLY INCOMPLETE.

- 6.2 The Bid Security of the successful Bidder will be retained until such Bidder has executed the contract and furnished the required Contract Security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the contract and furnish the required Contract Security within fifteen (15) days of the Notice of Award, the County may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.
- 6.3 Bid security of other bidders will be returned within seven (7) days after the award of contract to the successful Bidder.

## **SECTION 7: QUALIFICATION OF BIDDER**

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

## **SECTION 8: Not used**

## **SECTION 9: DISQUALIFICATION**

- 9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:
- (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.

(b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.

(c) Bidder's default under previous contracts with the County.

(d) Bidder's unsatisfactory work on previous contracts with the County.

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

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

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

(a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.

(b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

(c) If the bid is not accompanied by the bid security specified by the Albany County.

## **SECTION 10: PREVAILING WAGE**

10.1 All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Schedule of Wages.

10.2 All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The County has applied for and has received a PRC number for this project, which has been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (585) 258-4505. Actual rates are available via the internet at: <https://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt> **or**



from the Albany County Purchasing Department at the address listed on the Notice to Bidders.

10.3 Payrolls and Payroll Records: Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provide, and Daily and weekly number of hours worked in each classification.

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

## **SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE**

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

## **SECTION 12: BID FORM**

12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.

12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.

12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

12.5 All names must be printed or typed below the signature.

12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).

12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

### **SECTION 13: EQUIVALENT GOODS**

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

### **SECTION 14: SPECIFICATION CLARIFICATION**

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

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

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

17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Albany County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein,

including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Albany County of an attachment against the Successful Bidder, the County of Albany shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

## **SECTION 18: PERFORMANCE BOND**

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

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

## **SECTION 19: INSURANCE REQUIREMENTS**

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

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

(c) **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance with limits of not less than:

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

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

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

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

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

## **SECTION 20: INDEMNIFICATION**

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

## **SECTION 21: REMEDY FOR BREACH**

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

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

## **SECTION 22: DELIVERY AND PAYMENT**

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

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

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

## **SECTION 23: CASH DISCOUNT**

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

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

## **SECTION 24: 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: NON-INTERRUPTION OF WORK AGREEMENT**

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

“RESOLVED, That any person, firm, corporation, partnership or other entity (hereinafter “contractor”) as a prerequisite to the award of any public works contract by the County of

Albany, shall agree that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the contractor or by any of the trades working in or about the public works and/or premises where the work is being performed, and, be it further

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

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

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

**SECTION 27: Not used**

**SECTION 28: Not used**

**SECTION 29: AFFIRMATIVE ACTION REQUIREMENTS**

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

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

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

**SECTION 30: SUBCONTRACTORS**

30.1 When the preparation of separate specifications is not required, each bidder must submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform



the work on the contract, and the agreed upon amount to be paid to each, for (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus, and (3) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list submitted with the low bid must be opened and the names of the subcontractors announced. The sealed lists submitted by all other bidders must be returned unopened after the award of the contract.

Any subsequent change of subcontractor or agreed upon amount to be paid to each subcontractor must be approved by the political subdivision, upon a showing of "legitimate construction need" for the change, which must be open to public inspection. The term "legitimate construction need" is defined to include, but not be limited to (1) a change in project specification, (2) a change in construction material costs, (3) a change in subcontractor status as determined pursuant to Labor Law §222(2)(e), relative to project labor agreements, or (4) a situation in which the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract.

### **SECTION 31: INTERPRETATION**

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

### **SECTION 32: NON APPROPRIATIONS CLAUSE**

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

### **SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT**

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

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

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

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

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

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

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

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

## **SECTION 34: STORMWATER MANAGEMENT PROGRAM**

34.1 Bidder understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Bidder also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder's own liability. **Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment "E").**

## **SECTION 35: Not used**

# COUNTY OF ALBANY

## BID FORM

### BID IDENTIFICATION:

Title: **112 State Street Basement Ceiling and Floor Repairs**

Bid Number: **2022-071**

### 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

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

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

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

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

7. Communication concerning this Bid shall be addressed to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

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

**COUNTY OF ALBANY**

**BID FORM**

**BID IDENTIFICATION:**

Title:           **112 State Street Basement Ceiling and Floor Repairs**  
Bid Number: **2022-071**

**Conditions:**

1. All bid prices must include all materials, labor, equipment, incidentals, and other associated costs.
  
2. Base Bid work shall carry a 10% Base Bid Contingency Allowance for additional work discovered during construction beyond scope of work indicated on drawings and specifications. Contractor shall receive advance approval from the County Engineer prior to performing any additional work.

<b>Lump Sum Base Bid</b>  (Price in Words):   (Price in Numbers):	  _____ _____ \$ _____
<b>10% Contingency Allowance</b>	\$ _____
<b>TOTAL BID (Base Bid + Contingency Allowance)</b>  (Price in Words):   (Price in Numbers):	  _____ _____ \$ _____

**COUNTY OF ALBANY**

**BID FORM**

**BID IDENTIFICATION:**

Title: 112 State Street Basement Ceiling and Floor Repairs  
Bid Number: 2022-071

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**TEL. NO.:** \_\_\_\_\_

**FAX NO.:** \_\_\_\_\_

**FEDERAL TAX ID NO.:** \_\_\_\_\_

**REPRESENTATIVE:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**SIGNATURE AND TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES  
112 STATE STREET BASEMENT CEILING AND FLOOR REPAIRS  
RFB # 2022-071**

1. GENERAL SUMMARY/SCOPE OF WORK

- 1.1. Repair/replacement of draped mesh cinder concrete floor, exterior masonry wall repairs & waterproofing and perimeter sidewalk replacement along the first floor/basement ceiling of the northwest corner of 112 State Street Office Building, Albany, NY. The scope of work shall include, but is not limited to; the removals of remaining deteriorated floor, placement of new reinforced concrete wall, new reinforced concrete composite deck floor, installation of supplementary steel floor supports, removal/replacement of concrete sidewalks, repair of exterior masonry wall, waterproofing of exterior masonry wall, several basement ceiling overhead concrete patches/repairs, fireproofing assembly to be installed on underside of new composite deck floor & supplemental steel, and all other incidental items as noted on attached **C. T. Male Associates drawings S-101, S-102, S-103 and S-501 dated 5/24/2022**. The General Contractor shall be solely responsible for satisfaction of all requirements described herein, including all attachments, drawings, and addendums. See attached drawings for additional detailed information.
- 1.2. Provide material, labor, equipment, and installation to complete all necessary work as specified herein.
- 1.3. Coordinate all work with the Albany County Department of General Services Facility Engineering Division (ACFE).
- 1.4. Field verify all job conditions and dimensions prior to the start of any construction. Any discrepancies, substitutions or changes shall be brought to the attention of ACFE prior to the start of any construction.
- 1.5. Comply with all necessary OSHA regulations and standards, including but not limited to "PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION".
- 1.6. Start work immediately upon receiving a Notice to Proceed from the County.
- 1.7. A Leased Tenant of 112 State Street Office Building occupies repair/work location on the first floor and Tenant shall remain open for business during the entire construction period. **Their business hours are; Monday & Wednesday 9am – 5pm, Tuesday 9am – 3pm, Thursday & Friday 9am – 6pm, closed Saturday & Sunday**. A temporary wall has been constructed within the Tenant



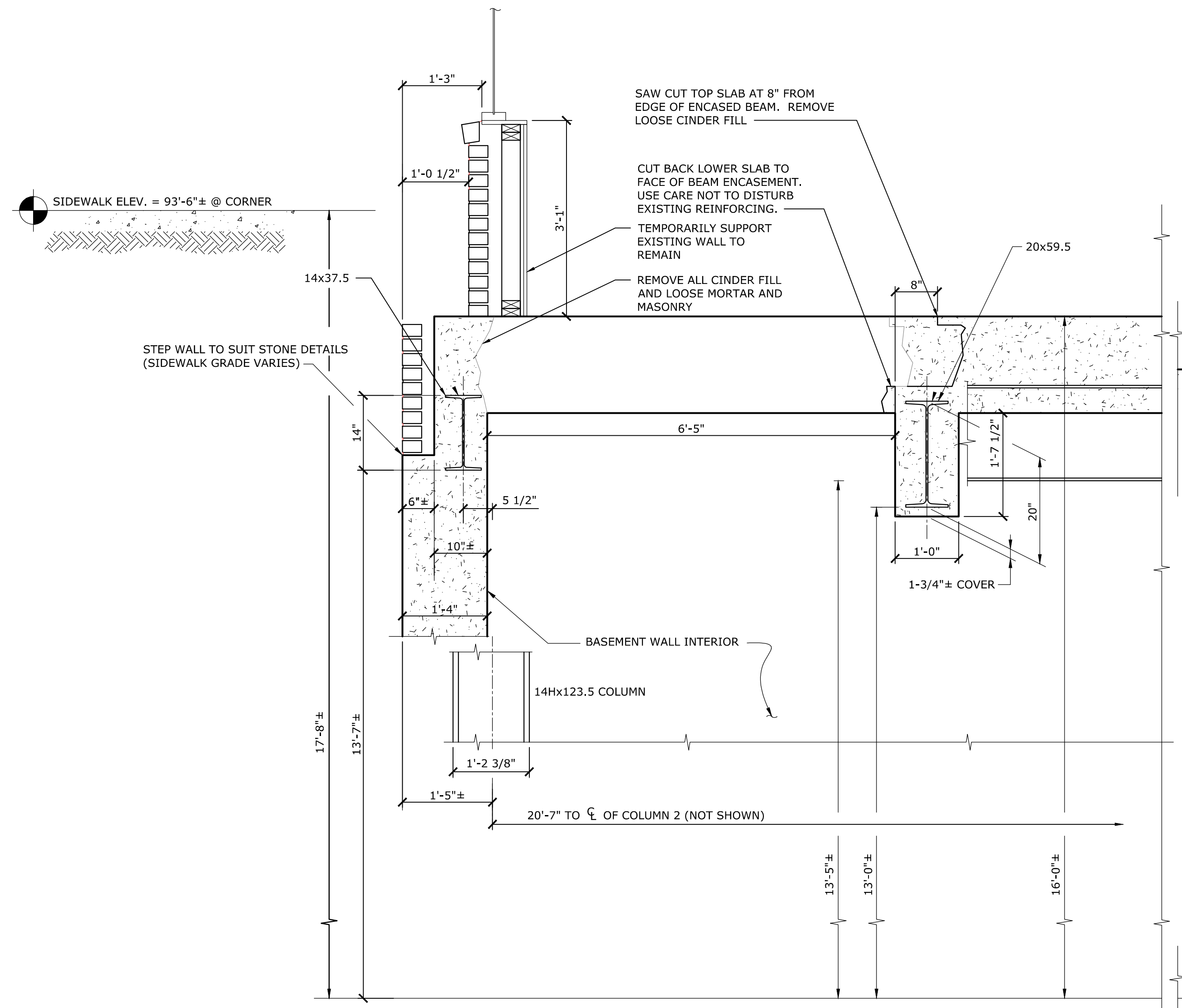
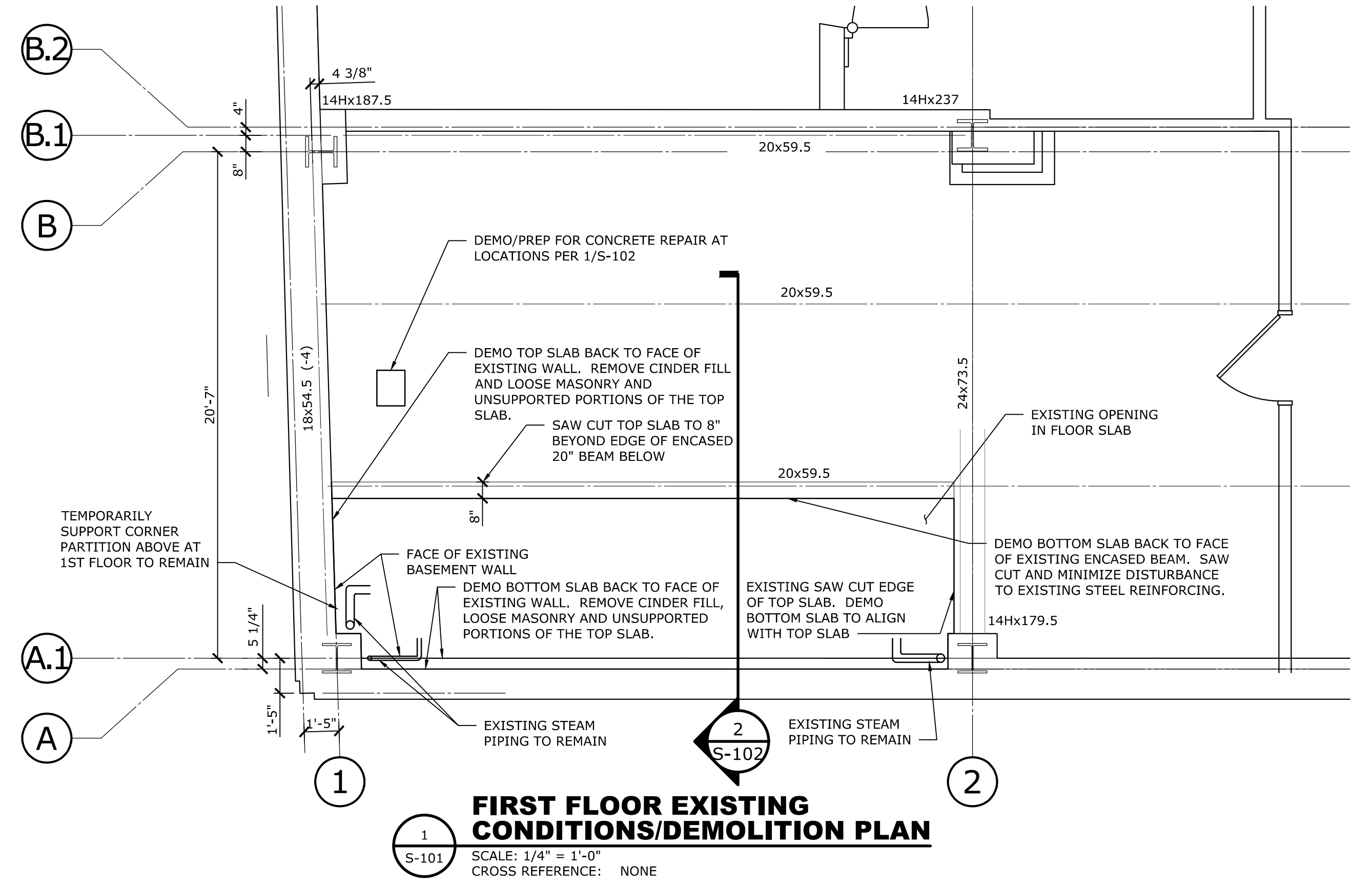
space to separate the work zone from tenant/public areas. **All work deemed to be disruptive, loud, causing excessive vibrations and interfering with the daily operations of the Tenant, shall be performed during non-business hours.** Contractor shall cooperate with ACFE & Tenant during construction operations to minimize conflicts and enable occupancy. Contractor shall perform the work to minimize interference with day-to-day Tenant operations. Contractor shall not obstruct existing exits, walkways, corridors, and other adjacent occupied or used facilities without written permission from County and authorities having jurisdiction.

- 1.8. A temporary wall has been constructed within the Tenant space to separate work zone from tenant/public areas. Contractor shall enhance/extend wall to bottom of existing ceiling, provide additional barriers, etc. to prevent any dust and/or debris from entering Tenant space. At all times, Contractor shall provide necessary controls to ensure Tenant space remains isolated from work zone.
- 1.9. Contractor shall be responsible for keeping all areas of the work site free from rubbish and the accumulation of waste materials. Construction waste and debris shall be moved off site in a timely manner.
- 1.10. Limit use of premises to work in areas indicated, and do not disturb portions of project site beyond areas in which the work is indicated.
- 1.11. Protect adjacent areas from dust and debris resulting from construction activities. All areas shall be left suitable for occupancy before or after scheduled construction is complete for that day.
- 1.12. At all times, Contractor shall provide adequate safety barriers & signage to maintain pedestrian separation from work areas and not allow pedestrians to enter construction areas during construction activities or each night/weekend, when construction is complete or not ongoing for the day.
- 1.13. Provide not less than 72 hours' notice to ACFE of activities that will affect Building/Tenant operations.
- 1.14. Contractor shall obtain a **Sidewalk Permit issued by the City of Albany** for all applicable/required street/sidewalk closures and/or work; all fees paid by Contractor.
- 1.15. Prior to commencing specified sidewalk work, **Contractor shall contact NYS DIGSAFE 811 to obtain callouts/markings** of subsurface utilities within entire work area as noted on drawings.

- 1.16. Obtain necessary building permits from the **Albany County Office of Code Enforcement prior to beginning work. Contractor shall be solely responsible for scheduling Code inspections.**

**DEMOLITION NOTES:**

- DEFINITIONS
  - REMOVE: DETACH ITEMS FROM EXISTING CONSTRUCTION AND DISPOSE OF THEM OFF-SITE UNLESS INDICATED TO BE SALVAGED OR REINSTALLED.
  - REMOVE AND SALVAGE: DETACH ITEMS FROM EXISTING CONSTRUCTION, IN A MANNER TO PREVENT DAMAGE, AND DELIVER TO OWNER.
  - REMOVE AND REINSTALL: DETACH ITEMS FROM EXISTING CONSTRUCTION, IN A MANNER TO PREVENT DAMAGE, PREPARE FOR REUSE, AND REINSTALL WHERE INDICATED.
  - EXISTING TO REMAIN: LEAVE EXISTING ITEMS THAT ARE NOT TO BE REMOVED AND THAT ARE NOT OTHERWISE INDICATED TO BE SALVAGED OR REINSTALLED.
  - DISMANTLE: TO REMOVE BY DISASSEMBLING OR DETACHING AN ITEM FROM A SURFACE, USING GENTLE METHODS AND EQUIPMENT TO PREVENT DAMAGE TO THE ITEM AND SURFACES; DISPOSING OF ITEMS UNLESS INDICATED TO BE SALVAGED OR REINSTALLED.
- EXISTING ITEMS TO REMAIN: PROTECT CONSTRUCTION INDICATED TO REMAIN AGAINST DAMAGE AND SOILING DURING SELECTIVE DEMOLITION.
  - WHEN PERMITTED BY OWNER'S REPRESENTATIVE, ITEMS MAY BE REMOVED TO A SUITABLE, PROTECTED STORAGE LOCATION DURING SELECTIVE DEMOLITION AND REINSTALLED IN THEIR ORIGINAL LOCATIONS AFTER SELECTIVE DEMOLITION OPERATIONS ARE COMPLETE.
- EXISTING SERVICES/SYSTEMS TO BE REMOVED, RELOCATED, OR ABANDONED: LOCATE, IDENTIFY, DISCONNECT, AND SEAL OR CAP OFF UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS SERVING AREAS TO BE SELECTIVELY DEMOLISHED.
  - OWNER WILL ARRANGE TO SHUT OFF INDICATED SERVICES/SYSTEMS WHEN REQUESTED BY CONTRACTOR.
  - ARRANGE TO SHUT OFF UTILITIES WITH UTILITY COMPANIES.
  - IF SERVICES/SYSTEMS ARE REQUIRED TO BE REMOVED, RELOCATED, OR ABANDONED, PROVIDE TEMPORARY SERVICES/SYSTEMS THAT BYPASS AREA OF SELECTIVE DEMOLITION AND THAT MAINTAIN CONTINUITY OF SERVICES/SYSTEMS TO OTHER PARTS OF BUILDING.
- TEMPORARY PROTECTION: PROVIDE TEMPORARY BARRICADES AND OTHER PROTECTION REQUIRED TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN.
  - PROVIDE PROTECTION TO ENSURE SAFE PASSAGE OF PEOPLE AROUND SELECTIVE DEMOLITION AREA AND TO AND FROM OCCUPIED PORTIONS OF BUILDING.
  - PROTECT WALLS, CEILINGS, FLOORS, AND OTHER EXISTING FINISH WORK THAT ARE TO REMAIN OR THAT ARE EXPOSED DURING SELECTIVE DEMOLITION OPERATIONS.
  - COVER AND PROTECT FURNITURE, FURNISHINGS, AND EQUIPMENT THAT HAVE NOT BEEN REMOVED.
- REMOVE DEMOLITION WASTE MATERIALS FROM PROJECT SITE AND DISPOSE OF THEM IN AN EPA-APPROVED CONSTRUCTION AND DEMOLITION WASTE LANDFILL ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION.
  - DO NOT ALLOW DEMOLISHED MATERIALS TO ACCUMULATE ON-SITE.
  - REMOVE AND TRANSPORT DEBRIS IN A MANNER THAT WILL PREVENT SPILLAGE ON ADJACENT SURFACES AND AREAS.
- REVIEW PROJECT RECORD DOCUMENTS OF EXISTING CONSTRUCTION OR OTHER EXISTING CONDITION INFORMATION PROVIDED BY OWNER. OWNER DOES NOT GUARANTEE THAT EXISTING CONDITIONS ARE SAME AS THOSE INDICATED IN PROJECT RECORD DOCUMENTS.
  - NOTIFY ARCHITECT OF DISCREPANCIES BETWEEN EXISTING CONDITIONS AND DRAWINGS BEFORE PROCEEDING WITH SELECTIVE DEMOLITION.
- HAZARDOUS MATERIALS ARE PRESENT IN BUILDINGS AND STRUCTURES TO BE SELECTIVELY DEMOLISHED. IF THE CONTRACTOR ENCOUNTERS A HAZARDOUS MATERIAL OR SUBSTANCE NOT ADDRESSED IN THE CONTRACT DOCUMENTS AND IF REASONABLE PRECAUTIONS WILL BE INADEQUATE TO PREVENT FORESEEABLE BODILY INJURY OR DEATH TO PERSONS RESULTING FROM A MATERIAL OR SUBSTANCE, INCLUDING BUT NOT LIMITED TO ASBESTOS OR POLYCHLORINATED BIPHENYL (PCB), ENCOUNTERED ON THE SITE BY THE CONTRACTOR, THE CONTRACTOR SHALL, UPON RECOGNIZING THE CONDITION, IMMEDIATELY STOP WORK IN THE AFFECTED AREA AND NOTIFY THE OWNER AND ARCHITECT OF THE CONDITIONS.



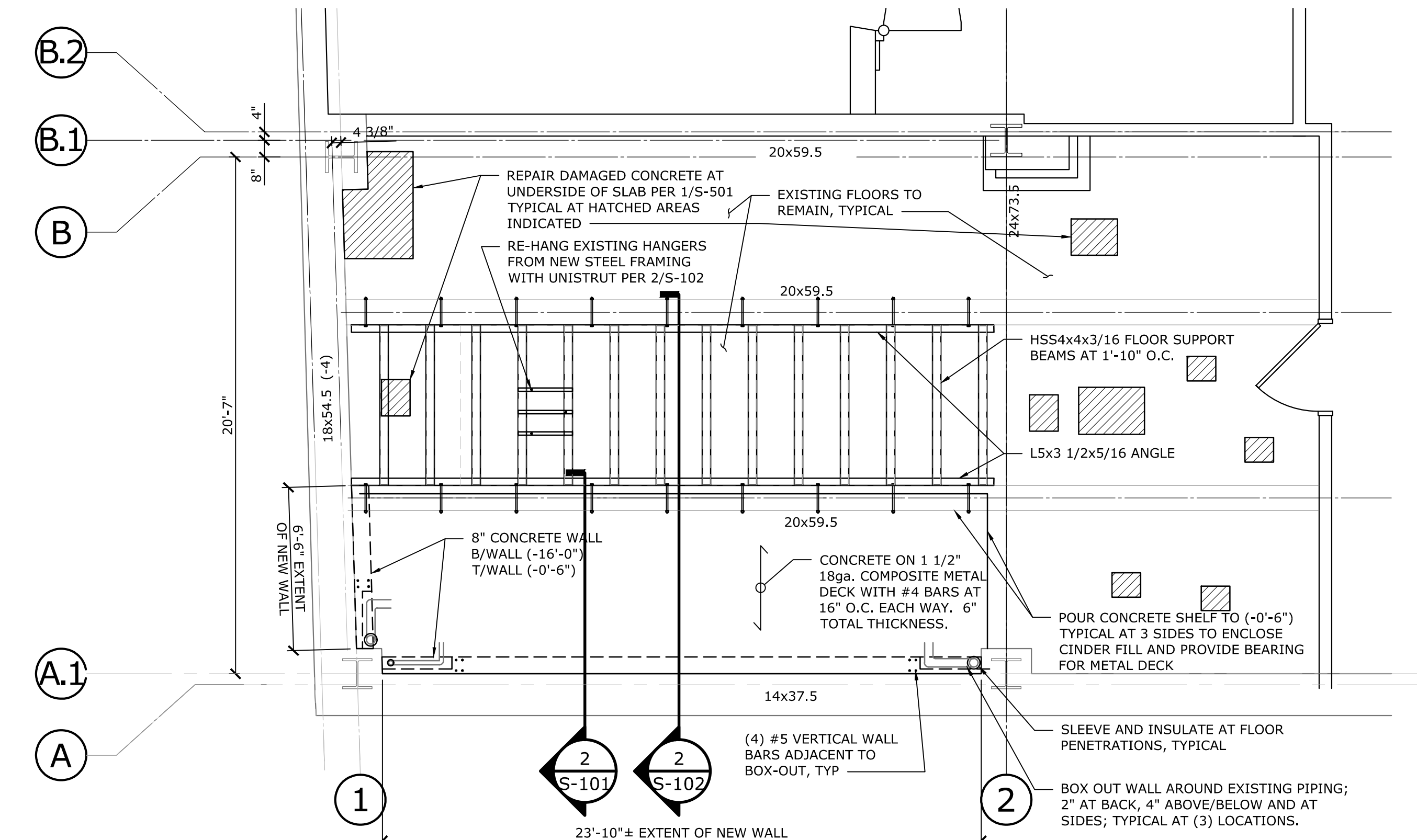
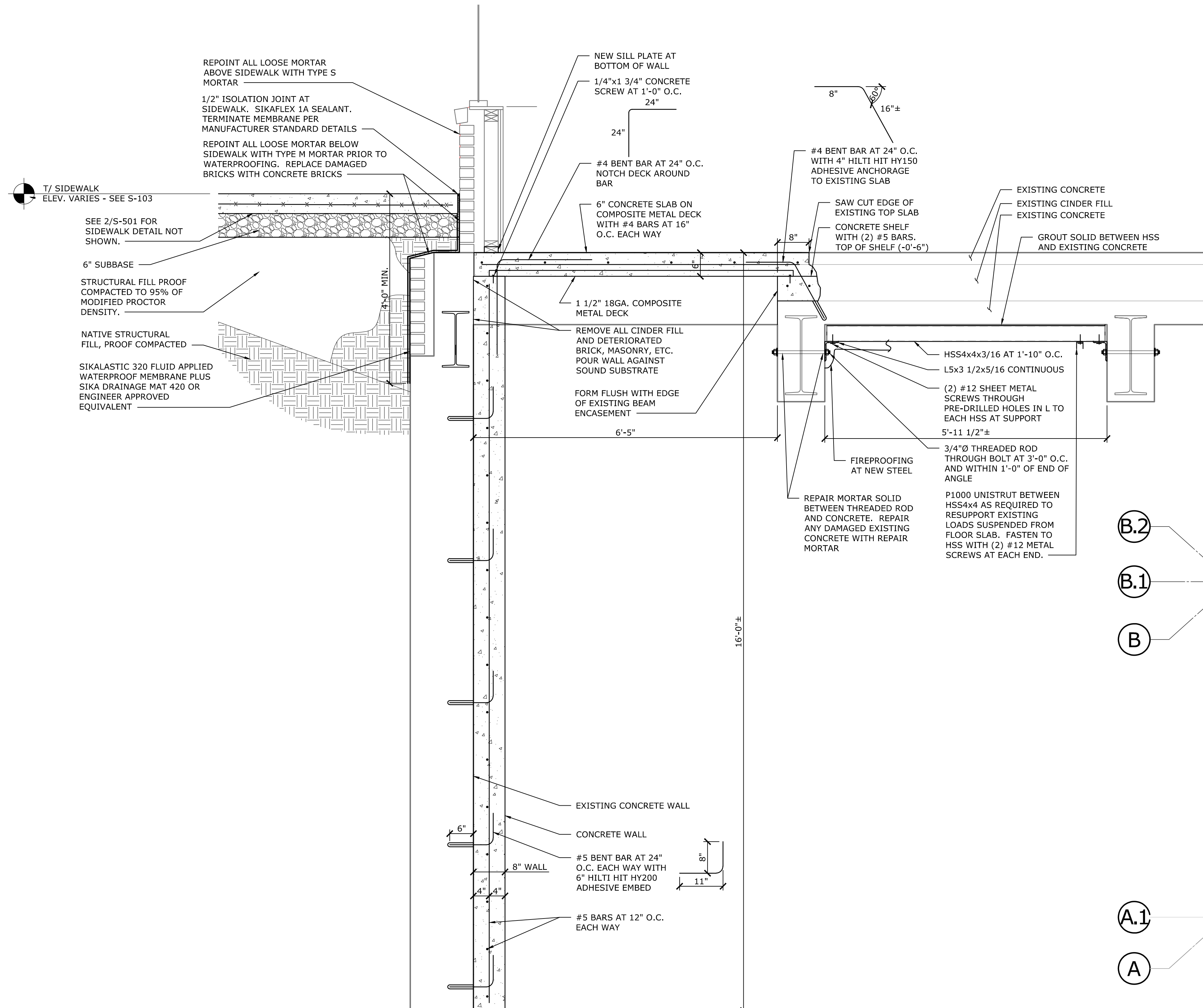
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UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW.		<b>EXISTING-DEMOLITION PLAN AND SECTION</b>
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DESIGNER : MWC	<b>112 STATE STREET</b>	
DRAFTED : MWC	<b>BASEMENT CEILING AND FLOOR REPAIRS</b>	
CHECKED : CMS	CITY OF ALBANY	ALBANY COUNTY, NY
PROJ. NO : 21.1824	<b>C.T. MALE ASSOCIATES</b>	
SCALE : AS NOTED	Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.	
DATE : 5/24/22	50 CENTURY HILL DRIVE, LATHAM, NY 12110 PH: 518.786.7400	
	COBLESKILL, NY • GLENS FALLS, NY • POUGHKEEPSIE, NY	
	JOHNSTOWN, NY • RED HOOK, NY • SYRACUSE, NY	

NOTE: INFORMATION TAKEN FROM DRAWING TITLED "FRAMING PLAN & SECTION", PREPARED BY COUNTY OF ALBANY DEPARTMENT OF GENERAL SERVICES DIVISION OF FACILITIES ENGINEERING, DATED MARCH 2022. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING DIMENSIONS.

**GENERAL NOTES:**

- ALL WORK SHALL BE PERFORMED IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF LOCAL AND STATE BUILDING AND SAFETY CODES, AND ALL GOVERNING AGENCIES HAVING JURISDICTION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO FAMILIARIZE THEMSELVES AND COMPLY WITH THE CONDITIONS OF ALL THE PERMIT APPROVALS. OBTAIN AND PAY FOR AND COMPLY WITH ADDITIONAL PERMITS, NOTICES AND FEES NECESSARY TO COMPLETE THE WORK AND ARRANGE FOR AND PAY FOR NECESSARY INSPECTIONS AND APPROVALS FROM THE AUTHORITIES HAVING JURISDICTION.
- ALL WORK SHALL BE PERFORMED BY TRADESMEN SKILLED IN THEIR RESPECTIVE TRADES IN ACCORDANCE WITH THE BEST PRACTICE OF THE TRADE AND IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE MATERIAL MANUFACTURERS.
- EACH CONTRACTOR SHALL OBTAIN AND VERIFY EXACT LOCATIONS, MEASUREMENTS, LEVELS, SPACE REQUIREMENTS, POTENTIAL CONFLICTS WITH OTHER TRADES, ETC. AT THE SITE AND SHALL SATISFACTORILY ADAPT THEIR WORK TO THE ACTUAL CONDITIONS AT THE BUILDING.
- IN CASE OF AN INCONSISTENCY BETWEEN DRAWINGS AND SPECIFICATIONS, OR WITHIN EITHER DOCUMENT NOT CLARIFIED BY ADDENDUM, THE BETTER QUALITY OR GREATER QUANTITY OF WORK SHALL BE PROVIDED.
- REVIEW PROJECT RECORD DOCUMENTS OF EXISTING CONSTRUCTION PROVIDED BY OWNER. OWNER DOES NOT GUARANTEE THAT EXISTING CONDITIONS ARE SAME AS THOSE INDICATED IN PROJECT RECORD DOCUMENTS.
- CONTRACTOR IS RESPONSIBLE TO VERIFY ALL SITE, FIELD AND BUILDING CONDITIONS PRIOR TO SUBMITTING BIDS AND COMMENCING WORK. IF THERE ARE ANY DISCREPANCIES BETWEEN DRAWINGS AND FIELD CONDITIONS, CONFER WITH THE OWNER AND ARCHITECT FOR RESOLUTION.
- BEFORE BEGINNING CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL TAKE FIELD MEASUREMENTS AND VERIFY EXISTING CONDITIONS, COMPARE RESULTS WITH INFORMATION GIVEN IN THE CONSTRUCTION DOCUMENTS, AND REPORT INCONSISTENCIES TO THE OWNER AND ARCHITECT.
- WHEN UNANTICIPATED MECHANICAL, ELECTRICAL, OR STRUCTURAL ELEMENTS THAT CONFLICT WITH THE INTENDED FUNCTION OR DESIGN ARE ENCOUNTERED, INVESTIGATE AND MEASURE THE NATURE AND EXTENT OF CONFLICT. PROMPTLY NOTIFY OWNER PRIOR TO PROCEEDING WITH THE WORK.
- REMOVE EXISTING CONSTRUCTION TO THE EXTENT REQUIRED TO PROVIDE NEW CONSTRUCTION AS DETAILED UNLESS OTHERWISE NOTED. AT PENETRATIONS OF FIRE-RATED WALL, CEILING, OR FLOOR CONSTRUCTION, COMPLETELY SEAL VOIDS WITH FIRE-RATED MATERIALS, FULL THICKNESS OF THE CONSTRUCTION ELEMENTS. MAINTAIN INTEGRITY OF ALL EXISTING FIRE ASSEMBLIES ENCOUNTERED.
- MINOR ITEMS OF WORK SUCH AS CUTTING, BLOCKING, TRIM, ETC., SHALL BE PERFORMED AS REQUIRED TO MAKE THE WORK COMPLETE AND SECURE WHETHER SHOWN OR NOTED ON THE CONTRACT DOCUMENTS OR NOT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS, INCLUDING ALL THOSE REQUIRED BY LAW IN CONNECTION WITH PERFORMANCE OF THE CONTRACT.
- THE CONTRACTOR SHALL KEEP THE PREMISES AND SURROUNDING AREA FREE FROM ACCUMULATION OF DEBRIS AND TRASH RELATED TO THE WORK.
- DATUM EQUALS TOP OF FIRST CONCRETE FLOOR SLAB WHERE INDICATED EQUALS EL. 0'-0".
- SUBSTITUTIONS WILL BE MADE ON AN "OR EQUIVALENT" BASIS AND ARE TO BE APPROVED BY THIS ENGINEER. THE CONTRACTOR SHALL NOTIFY THIS ENGINEER OF THE PROPOSED SUBSTITUTION IN WRITING PRIOR TO PROCEEDING WITH THE PROPOSED SUBSTITUTION, AND IS RESPONSIBLE FOR DEMONSTRATING THE EQUIVALENCE OF THE PROPOSED SUBSTITUTION TO THE SATISFACTION OF THIS ENGINEER.



**2 FLOOR AND WALL REPAIR DETAILS**  
 S-102 SCALE: 3/4" = 1'-0"  
 CROSS REFERENCE: 1/S-101

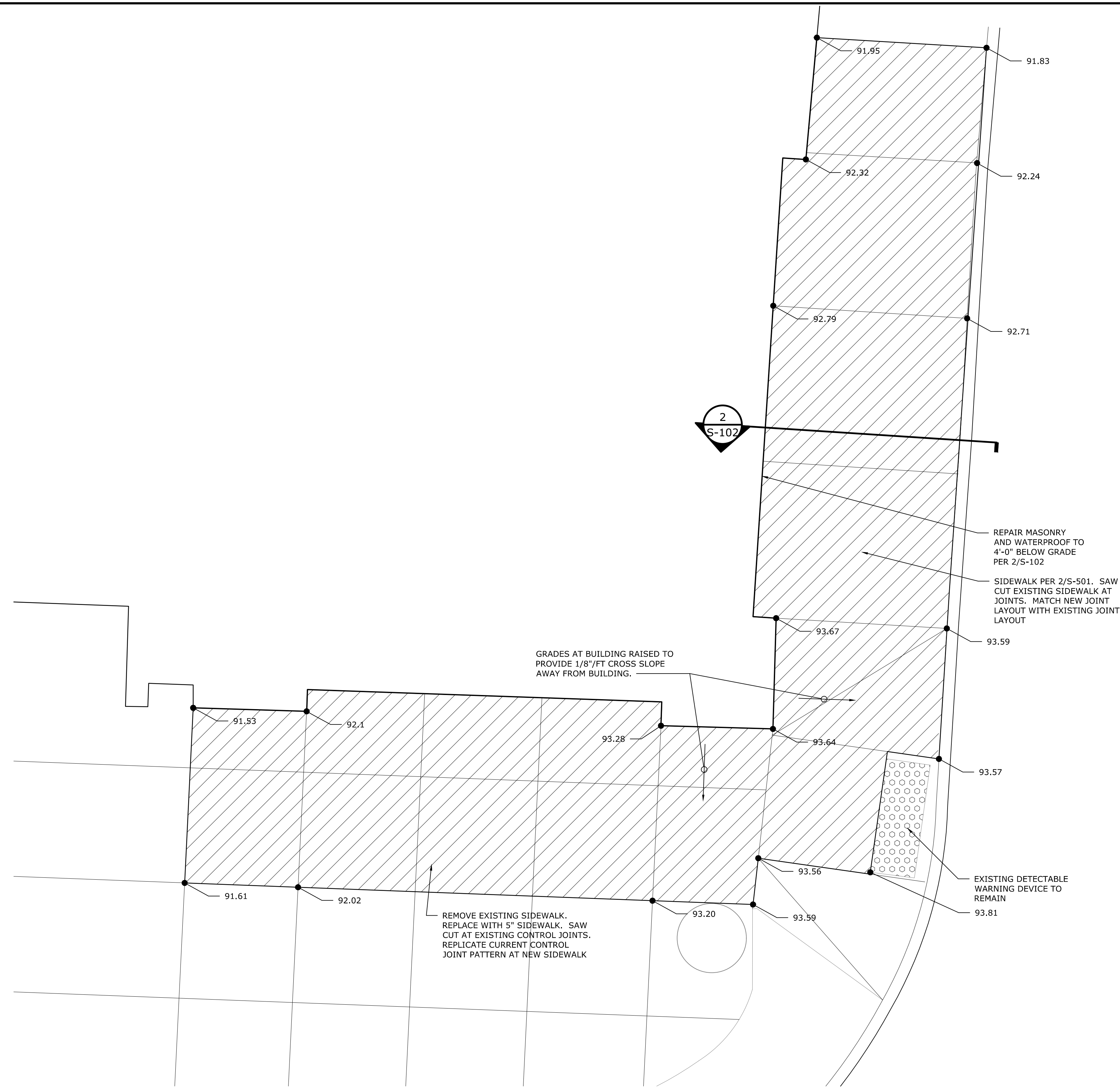
**1 FLOOR AND WALL REPAIR PLAN**  
 S-102 SCALE: 1/4" = 1'-0"  
 CROSS REFERENCE: 1/S-101

NOTE: FIREPROOF PER UL DESIGN D902, 2 HOUR RESTRAINED ASSEMBLY OR APPROVED EQUIVALENT.

DATE	REVISIONS RECORD/DESCRIPTION	DRAFTER	CHECK	APPR.	UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW.	<b>FRAMING PLAN AND SECTION</b>  <b>112 STATE STREET</b> <b>BASEMENT CEILING AND FLOOR REPAIRS</b>  CITY OF ALBANY ALBANY COUNTY, NY  <b>C.T. MALE ASSOCIATES</b> Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. 50 CENTURY HILL DRIVE, LATHAM, NY 12110 PH: 518.786.7400 COBLESKILL, NY • GLENS FALLS, NY • POUGHKEEPSIE, NY JOHNSTOWN, NY • RED HOOK, NY • SYRACUSE, NY www.ctmale.com
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					PROJ. NO: 21.1824	
					SCALE: AS NOTED	
					DATE: 5/24/22	

**NOTES**

1. TOPOGRAPHIC INFORMATION SHOWN HEREON WAS COMPILED FROM AN ACTUAL FIELD SURVEY CONDUCTED ON APRIL 19, 2022.
2. NORTH ORIENTATION IS APPROXIMATE.
3. VERTICAL DATUM SHOWN HEREON IS AN ASSUMED ELEVATION.
4. THE LOCATION OF UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS, IF ANY EXIST, OR AS SHOWN HEREON, ARE NOT CERTIFIED. THERE MAY BE UNDERGROUND UTILITIES, THE EXISTENCE OF WHICH ARE NOT KNOWN TO THE UNDERSIGNED. SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES MUST BE VERIFIED BY THE APPROPRIATE AUTHORITIES. DIG SAFELY NEW YORK MUST BE NOTIFIED PRIOR TO CONDUCTING TEST BORINGS, EXCAVATION AND CONSTRUCTION.
5. NO ATTEMPT WAS MADE TO LOCATE ANY UNDERGROUND UTILITIES.



**1**  
S-103 **SIDEWALK REMOVAL/REPLACEMENT**  
SCALE: 3/8" = 1'-0"  
CROSS REFERENCE: 1/S-101

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					PROJ. NO : 21.1824
					SCALE : AS NOTED
					DATE : 5/24/22

<b>SIDEWALK REPLACEMENT PLAN</b>	
<b>112 STATE STREET BASEMENT CEILING AND FLOOR REPAIRS</b>	
CITY OF ALBANY	ALBANY COUNTY, NY
<b>C.T. MALE ASSOCIATES</b> Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. 50 CENTURY HILL DRIVE, LATHAM, NY 12110 PH: 518.786.7400 COBLESKILL, NY • GLENS FALLS, NY • POUGHKEEPSIE, NY JOHNSTOWN, NY • RED HOOK, NY • SYRACUSE, NY	
<b>S-103</b>	
SHEET 03 OF 04 DWG. NO: 22-0372	



**ATTACHMENT "F"**  
**BIDDER QUALIFICATION QUESTIONNAIRE**

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

1. How many years has your firm been in business? \_\_\_\_\_ years
  
2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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.

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

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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.

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**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.

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

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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.

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**ATTACHMENT "F"**  
**BIDDER QUALIFICATION QUESTIONNAIRE**

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

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

\_\_\_\_\_

Correct Name of Bidder

(a) The business is a: \_\_\_\_\_

(b) The address of principal place of business is: \_\_\_\_\_

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

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**ATTACHMENT "F"**  
**BIDDER QUALIFICATION QUESTIONNAIRE**

11. Is your firm qualified to do business in the State of New York? Yes \_\_\_\_ No \_\_\_\_.  
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

\_\_\_\_\_  
Firm

Dated: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Typed)

**ATTACHMENT "G"**  
**NON-INTERRUPTION OF WORK AGREEMENT**

By submission of the bid for:

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

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed)

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Kathy Hochul, Governor

Roberta Reardon, Commissioner

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

Schedule Year 2021 through 2022  
Date Requested 05/20/2022  
PRC# 2022005764

Location County Office Building  
Project ID# RFB-2022-071  
Project Type The basement ceiling and floor need repairs at 112 State Street in the basement due to water damage

### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2021 through June 2022. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

**ATTACHMENT "B"**  
**ACKNOWLEDGMENT BY BIDDER**

If Individual or Individuals:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

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

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

If Corporation:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me personally appeared \_\_\_\_\_ to me known, who, being by me sworn, did say that he resides at (give address) \_\_\_\_\_; that he is the (give title) \_\_\_\_\_ of the (name of corporation) \_\_\_\_\_, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

If Partnership:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

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

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

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

1. VENDOR IS: <input type="checkbox"/> 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.		<input type="checkbox"/> Yes	<input type="checkbox"/> 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:		<input type="checkbox"/> Yes	<input type="checkbox"/> 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>		<input type="checkbox"/> Yes	<input type="checkbox"/> 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>		<input type="checkbox"/> Yes	<input type="checkbox"/> No



16.	<p>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:</p>	
a)	<ol style="list-style-type: none"> <li>1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</li> <li>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</li> <li>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</li> <li>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</li> <li>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;</li> <li>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</li> <li>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;</li> <li>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</li> <li>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</li> </ol>	<input type="checkbox"/> Yes <input type="checkbox"/> No
b)	<p>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?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <ol style="list-style-type: none"> <li>1. federal, state or local health laws, rules or regulations.</li> </ol>	<input type="checkbox"/> Yes <input type="checkbox"/> No
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES <b>1</b> 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."</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <ol style="list-style-type: none"> <li>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></li> <li>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></li> <li>c) Property Tax  <i>Indicate the years the vendor failed to file.</i></li> </ol>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES <b>1</b> 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.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
20.	<p>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.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES<sup>1</sup>:  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.

<sup>1</sup> “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.

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Signature

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Title

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Date

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Company Name

**County of Albany**  
**Article SC19- Affirmative Action Plan**

**STATEMENT OF POLICY**

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

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

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

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

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

## **ADMINISTRATION**

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

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

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

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

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

### **• CONTRACTOR'S RESPONSIBILITIES**

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

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

### **• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE**

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

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

### **• COMPLIANCE**

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

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

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

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

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

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

## **SANCTIONS**

### **SC-19.5.1**

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

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

## **STANDARDS**

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

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

entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

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

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

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

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

For assistance or additional information, contact  
County of Albany  
Division of Affirmative Action  
112 State Street, Room 670, Albany, NY 12207  
Phone: (518) 447-7010  
Fax: (518) 447-5586



**County Of Albany**  
**Criteria for Establishing Good Faith Effort**

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

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

County of Albany  
Department of Affirmative Action  
Compliance Forms

**COUNTY OF ALBANY  
SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE**

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. **The information requested below must be completed by the General Contractor and submitted within fifteen days of receipt of Notice of Award.** The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce. Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at 518-447-7010.

Contractor: \_\_\_\_\_ Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Cost: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Contract Description: \_\_\_\_\_

Bidder is an approved  MBE  WBE If yes, specify agency: \_\_\_\_\_

**Joint Venture**

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

No MBE/WBE joint ventures with Bidder on this Contract.  Bidder is joint venturing with the following firm(s)  
(attach a copy of joint venture agreements to this form)

Name: \_\_\_\_\_ Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Federal ID No: \_\_\_\_\_

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

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

**Sub-contractor Performance**

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

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

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

Sub-contractor Name, Address, Phone	Amount of Sub-contract & Award Date	Description of Work (Trade)	Start Date _____ Completion Date	Contracted Payment Schedule
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				

I, \_\_\_\_\_, representative of \_\_\_\_\_ declare that the  
 (print) (firm)  
 information provided is true and represents accurately my firms efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that M/W/DBE firms have the maximum opportunity to compete for, and perform contracts let by the County of Albany.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SUBMIT MONTHLY**

**FORM C**

**County of Albany  
Monthly Utilization Report**

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 670, Albany, NY 12207. Fax (518) 447-5586 For assistance call (518) 447-7010.

Contractor: \_\_\_\_\_ Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Cost: \_\_\_\_\_ Completion Date: \_\_\_\_\_

**Reporting Period:** \_\_\_\_\_ **Month** \_\_\_\_\_ **Year** \_\_\_\_\_

<b>Trade</b>	<b>Number of Hours Worked by Minorities</b>	<b>Number of Hours Worked by Women</b>	<b>Number of Hours Worked by Non-Minorities</b>	<b>Total Hours Worked</b>
<b>Total(s)</b>				

**Information provided by (please print):** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(See over for instructions)

## M/W/DBE Payments

M/W/DBE Firm (s) Participating On The Project	Payments Made This Month	Payments Made To Date

### INSTRUCTIONS

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

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

County of Albany  
Department of Human Resources  
Division of Affirmative Action  
112 State Street, Room 670, Albany, NY 12207  
Phone: (518) 447-7010

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

### Waiver Request for Subcontracting and/or Labor Performance

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

Contractor: \_\_\_\_\_ Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Contract Type/Number: \_\_\_\_\_ Project Cost: \_\_\_\_\_

**Request Waiver of Minority/Woman Labor Participation Goal. Please explain:**

\_\_\_\_\_  
\_\_\_\_\_  
Actions taken to include minority/women labor \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title