#### **COUNTY OF ALBANY**

#### REQUEST FOR BIDS SHAKER PLACE REHABILIATION AND NURSING CENTER



#### RFB #2024-115

#### PERSONAL LAUNDRY SERVICES

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

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

TITLE: <u>Personal Laundry Services for Shaker Place Rehabilitation and Nursing Center</u> RFB NUMBER: <u>2024-115</u>

#### **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:			Zip Code:	
Contact Person:		· · · · · · · · · · · · · · · · · · ·		
Title:				
Phone Number:	Fax Number:		E-Mail:	
If a Bidders/Proposers m	· ·	for this Bid/RFP	, please indicate if you plan to atten	d:
I authorize the County of nature by the following m	•	orrespondence tha	t the County deems to be of an urgo	ent
Fax Number:	E-	Mail:		

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

#### **NON-BIDDER RESPONSE**

#### RFB #2024-115

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.).
Щ	Project not suited to firm.
Н	Quantities too small.
H	Insufficient time allowed for preparation of bid.  Other reasons; please state and define:
Vend	or Name:
Conta	act Person:
Vend	or Address:
Vend	or Telephone:

#### NOTICE TO BIDDERS -- ALBANY COUNTY REQUEST FOR BIDS # RFB 2024-115

Sealed Bids for Personal Laundry Services as requested by Shaker Place Rehabilitation and Nursing Center will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, October 17, 2024.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <a href="http://www.empirestatebidsystem.com">http://www.empirestatebidsystem.com</a> starting by close of business (4:30 p.m.) on Thursday, October 3, 2024

Pamela O Neill Purchasing Agent

Dated: Albany, New York September 26, 2024

PUBLISH ONE DAY – Thursday, October 3, 2024 -- THE EVANGELIST PUBLISH ONE DAY – Thursday, October 3, 2024 -- THE TIMES UNION

#### **COUNTY OF ALBANY**

#### REQUEST FOR BIDS GENERAL INSTRUCTIONS TO BIDDERS

#### BID DISTRIBUTION- IMPORTANT NOTICE

The County of Albany officially distributes bidding documents through the Purchasing Division Office or through the Empire State Bid System website at <a href="http://www.empirestatebidsystem.com">http://www.empirestatebidsystem.com</a>. 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: Personal Laundry Services

1.2 Requesting Department: Shaker Place Rehabilitation and Nursing Center

1.3 Bid Number: *RFB-2024-115* 

#### **SECTION 2: PURPOSE**

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for Personal Laundry Services as requested by Shaker Place Rehabilitation and Nursing Center
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

#### **SECTION 3: BIDDING DOCUMENTS**

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

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

4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than <u>11:00 A.M.</u> <u>ON Thursday, October 17, 2024</u>, at the following address:

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

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

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

- 5.1 The bid shall be for the period of *three (3) years beginning on January 1, 2025*. Prices shall remain firm for the entire bid period.
- 5.2 At the end of the initial one year bid period, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

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

6.1 No bid security is being requested for this bid.

#### **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 personal laundry services for skilled nursing facilities.

#### **SECTION 8: DO NOT USE**

#### **SECTION 9: DISQUALIFICATION**

- 9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:
  - (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
  - (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.
  - (c) Bidder's default under previous contracts with the County.
  - (d) Bidder's unsatisfactory work on previous contracts with the County.
- 9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.
- 9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- 9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

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

#### **SECTION 10: DO NOT USE**

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

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

#### **SECTION 12: BID FORM**

- 12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.
- 12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vicepresident (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 <u>equivalent</u>. 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

Albany, NY 12207

Telephone: (518) 447-7140 Facsimile: (518) 447-5588

Email: pamela.oneill@albanycountyny.gov

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

#### **SECTION 15: BID EVALUATION**

- 15.1 Bids shall remain valid until:
  - (a) the execution of a contract by Albany County; or
  - (b) the award of a purchase order by Albany County; or
  - (c) as otherwise rejected by Albany County.
- 15.2 Bids received will be evaluated by Albany County and will be based, as a minimum, upon the following criteria:
  - (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
  - (b) Completeness of the bid; and
  - (c) Bidder's demonstrated capabilities and professional qualifications.

- 15.3 The County reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the County of Albany. Bidders need not submit bids for all items listed to be eligible for an award of this contract.
- 15.4 The County reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or other Governmental Agency or New York State Preferred Sources within its discretion.

#### SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

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

#### **SECTION 17: AWARD OF BID**

17.1 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.

#### **SECTION 18: PERFORMANCE BOND**

18.1 No performance bond is requested for this bid

#### **SECTION 19: INSURANCE REQUIREMENTS**

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

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

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

- 19.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney.
  - (a) Albany County shall be named as an additional named insured on all liability policies. The bid number must appear on policy.
  - (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.
- 19.3 No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Bidder shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

#### **SECTION 20: INDEMNIFICATION**

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

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

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

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

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

- 22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.
- 22.2 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.
- 22.3 Payment will be made upon the submission of a completed Albany County Claim Form.
- 22.4 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

#### **SECTION 23: CASH DISCOUNT**

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

#### **SECTION 24: NOT IN USE**

#### **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: NOT IN USE** 

**SECTION 27: NOT IN USE** 

### SECTION 28: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

28.1 In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED FIFTY THOUSAND (\$250,000.) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

#### **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: NOT IN USE** 

#### **SECTION 31: INTERPRETATION**

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

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

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

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

- 33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:
  - (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
- 33.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
- 33.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:
  - (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

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

- 33.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
  - (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  - (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

**SECTION 34: Section not in use** 

**SECTION 35: Section not in use** 

#### SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

### For the Laundering of PERSONAL CLOTHING

- The Contractor will provide personal laundry services to the Shaker Place Rehabilitation and Nursing Center in an economical and efficient manner. Such laundry shall include, but is not limited to, common articles of male and female clothing, wet mops, and customer owned cubicle curtains.
- Contractor shall provide exchange carts for each unit or area of the Shaker Place Rehabilitation and Nursing Center. All carts will be provided by the Contractor and will be cleaned with a detergent and disinfectant after each use. Each cart shall be cleaned and disinfected after each use following guidelines set by the Center for Disease Control (CDC).
- As each cart of laundry per unit is picked up, they shall be separated and washed at the Contractor's facility: all pants, dresses and shirts will be hung up on sturdy metal hangers. All socks, underwear, and small personal garments shall be bagged separately by each unit. After the laundry is processed, it will be delivered to the Nursing Home in the same cart that is designated to the individual Shaker Place unit.
- The Contractor shall operate on a six (6) day per week (non-consecutive) schedule. The Contractor's delivery schedule shall be arrange to minimize the time soiled linen is stored in the facility, with days and times being mutually agreed upon. Should a scheduled delivery fall on a vendor-observed holiday, a mutually agreeable alternate delivery day will be arranged.
- The Contractor will have in place a plan to render services in the event of a natural disaster, labor disruption, equipment/transportation failure or other event that may interrupt the agreed upon schedule of delivery.
- The Contractor must process linens in accordance with the CDC guidelines for environment infection control in health care facilities, and should be familiar with the recommendations and procedures of the CDC.

Annual Estimated Usage and not to be considered minimum or maximum usage:

Personal Clothing 450,000 lbs

Mops 5400 lbs

Cubicle Curtains 1800 lbs

#### **COUNTY OF ALBANY**

#### **BID FORM**

#### **BID IDENTIFICATION:**

Title: Personal Laundry Services

Bid Number: **RFB-2024-115** 

#### **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")


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: Personal Laundry Services
Bid Number: RFB-2024-115

	Annual Estimated Usage	Cost per pound
Personal Laundry/Clothing	450,000lbs	\$
Wet Mops	5400lbs	\$
Customer owned Cubicle Curtains		\$

COMPANY:	
ADDRESS:	
CITY, STATE, ZIP:	
TEL. NO.:	
FAX NO.:	
FEDERAL TAX ID NO.:	
REPRESENTATIVE:	
E-MAIL:	
SIGNATURE AND TITLE	
DATE	

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

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

	Signature
	Title
 Date	Company Name

### ATTACHMENT "B" ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OFCOUNTY OF			)	SS.:	
On this	day	of _			, 200, before me personally appeared
who executed the within ir	strumen	it, and h			wn and known to me to be the same person(s) described in and rally) acknowledged to me that he (or they) executed the same.
					·
					Notary Public, State of
					Qualified in
If Corporation:					Commission Expires
STATE OF			)		
COUNTY OF			)	SS.:	
On this					, 200, before me personally appeared nown, who, being by me sworn, did say that he resides at (give
					that he is the (give title)
that it was so affixed by o order.	rder of t	he boar	d of	directors	of the corporation, and that he signed his name thereto by like  Notary Public, State of  Qualified in
If Partnership:					Commission Expires
STATE OF			)	SS.:	
On the_		_day of_	kno	wn to be t	, 200, before me personally came he individual who executed the foregoing, and who, being duly
sworn, did depose and say	that he	she is a	part	ner of the	firm of and that he ged that he / she executed the same as the act and deed of said
					Notary Public, State of
					Qualified in
					Commission Expires

## ATTACHMENT "C" ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:							
☐ PRIME CONTRACTOR							
2. VENDOR'S LEGAL BUSINESS NAM	ИЕ		3. IDENTIFICATI a) FEIN # b) DUNS #	ON NUMI	BERS		
4. D/B/A – Doing Business As (if applica	ble) & COUNTY FIELD:		5. WEBSITE ADD	RESS (if a	applicable)		
6. ADDRESS OF PRIMARY PLACE OF	F BUSINESS/EXECUTIVE OFFI	ICE	7. TELEPHONE NUMBER		8. FAX NU	MBER	
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE 10. TELEPHONE NUMBER					11. FAX N	11. FAX NUMBER	
12. AUTHORIZED CONTACT FOR TH Name Title Telephone Number Fax Number e-mail	IE QUESTIONNAIRE						
13. LIST ALL OF THE VENDOR'S PRI	NCIPAL OWNERS.	1		Т			
a) NAME	TITLE	b) NAME		TITLE			
c) NAME	TITLE	d) NAME	,	TITLE			
A DETAILED EXPLANATION IS REQUATTACHMENT TO THE COMPLETED THE COUNTY IN MAKING A DETERMINE QUESTION NUMBER.	QUESTIONNAIRE. YOU MU	IST PROVI	DE ADEQUATE DE	TAILS OR	DOCUMEN	TS TO AID	
14. DOES THE VENDOR USE, OR I NAME, FEIN, or D/B/A OTHER name(s), Federal Employer Identif numbers were/are in use. Explain	THAN THOSE LISTED IN ITEM ication Number(s) or any D/B/A	AS 2-4 ABC	VE? List all other bu	siness	Yes	□ No	
	PRICIPAL OWNERS AND OF ERVED AS:	FICERS, W	HO NOW SERVE OI	R IN THE	☐ Yes	□ No	
	arty organization in Albany Coun  business title or consulting capa  s.			ition held	Yes	□ No	

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

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

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

#### ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN#

State of: ) ) ss:				
County of: )				
CERTIFICATION:				
Albany in making a determination regarding an awar the County may in its discretion, by means which it is made herein; acknowledges that intentional submissi under Penal Law Section 210.40 or a misdemeanor unalso be punishable by a fine and/or imprisonment of	s submitted for the express purpose of assisting the County of rd of contract or approval of a subcontract; acknowledges that may choose, verify the truth and accuracy of all statements ion of false or misleading information may constitute a felony under Penal Law Section 210.35 or Section 210.45, and may up to five years under 18 USC Section 1001 and may result in submitted in this questionnaire and any attached pages is true,			
<ul> <li>The undersigned certifies that he/she:</li> <li>Has not altered the content of the questions in the questionnaire in any manner;</li> <li>Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;</li> <li>Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;</li> <li>Is knowledgeable about the submitting vendor's business and operations;</li> <li>Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;</li> <li>Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.</li> </ul>				
Name of Business	Signature of Owner			
Address	Printed Name of Signatory			
City, State, Zip	Title			
Sworn before me this day of, 20;				
Notary Public				
	Printed Name			
	Signature			

Date

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

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

	Signature
	Title
 Date	Company Name

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

3.	List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.			
	percentage completion of the constact			
4.	Has your firm ever failed to complete work awarded to it, if so, state where and why.			
5.	Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.			

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, it so, give details.				
7.	Do you plan to sublet any part of this work? If so, give details.				
8.	Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.				

9.	Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, is needed).				
	State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.				
		Correct Name of Bidder			
	(a)	The business is a:			
	(b)	The address of principal place of business is:			
	(c)	The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:			

11. Is your firm qualified to do business in the State of If No, signing this qualification statement const prior to award of contract immediately upon owner.	itutes agreeme			
		Firm		
Dated:	Ву			
		(Typed)	)	