



RFP# AAC2402: Demolition of the Central Warehouse. Albany, NY.

# *Request for Proposals (RFP) For Construction Management (“CM”) & Demolition Services:*

Construction Management, Asbestos Abatement,  
and Demolition of the Central Warehouse

*Issued by:*

*Advance Albany County Alliance, Local Development Corporation (“Alliance”)*

*111 Washington Avenue, Suite 100*

*Albany, New York 12210*

***\*\*Date Issued:\*\****

*October 30, 2024*

***\*\*Proposals Due:\*\****

*November 27, 2024, by 4pm*

PLEASE BE ADVISED THAT THE ALLIANCE WILL PUBLISH ALL PUBLIC BIDS IN THE FOLLOWING PUBLICATION: New York State Contract Reporter, [www.advancealbanycounty.com](http://www.advancealbanycounty.com)

IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDERS TO READ THESE PUBLICATIONS AND CONTACT THE ALLIANCE TO REQUEST FURTHER INFORMATION.

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RFP# AAC2402: Demolition of the Central Warehouse. Albany, NY.

**REQUEST FOR PROPOSALS AND NOTICE TO BIDDERS**

**Date: October 30, 2024**

**From: Advance Albany County Alliance, LLC**

**NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS ARE SOUGHT FOR THE FOLLOWING:**

**RFP NAME: Abatement & Demolition of the Central Warehouse**

**SUBMISSION DUE DATE: November 27, 2024,**

**TIME: 4:00 pm**

**RFP NUMBER: AAC2402**

**ADDENDA:**

- Exhibit A: Bid Sheet
- Exhibit B: Restore NY Waste Management Plan Template
- Exhibit C: MS4 Fact Sheet and Contractor Compliance Certification
- Exhibit D: Bidder Responsibility Forms
- Exhibit E: Non-Collusion Proposal Certification

Additional due diligence documents are available for review upon request. Please contact Dylan Turek via email address below to request access to a data room containing the relevant information. Please note: access will be provided to potential RFP respondents only.

**CONTACT PERSONS FOR QUESTIONS** (all questions shall sent be via email, no phone calls, etc.):

- Dylan Turek, Sr. VP of Development: [dturek@advancealbanycounty.com](mailto:dturek@advancealbanycounty.com)

**ADDRESS TO WHERE PROPOSALS SHALL BE DELIVERED:**

Advance Albany County Alliance LDC  
Attn: Dylan Turek  
111 Washington Avenue, Suite 100  
Albany, NY 12210

**VENDORS MUST SUBMIT PROPOSALS IN A SEALED ENVELOPE. PLEASE PRINT ON THE ENVELOPE: 1) NAME AND ADDRESS OF BIDDER; 2) RFP NAME AND NUMBER.**

If mailing or sending via overnight delivery, bidders are urged to mail/transmit submissions well prior to the submission date/time deadline to avoid delivery service issues which could make a submission late and consequently, not responsive. Any and all submissions received after the Submission Due Date/Time



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will not be accepted and will be returned unopened to the bidder. Bidders are cautioned that overnight delivery services may not make your delivery in time. Bidders assume all risks related to any and all delivery issues/problems and are fully responsible to make sure their respective proposals are received by the Alliance before the Submission Due Date/Time identified above.



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## 1. Introduction

The Advance Albany County Alliance LDC (the "Alliance") is soliciting proposals from qualified construction management, engineering, and project management companies (the "Respondent") to provide comprehensive construction management, abatement, and demolition services for the Central Warehouse building located at 143 Montgomery St. Albany, NY 12207.

Acting as a General Contractor on behalf of the Alliance and in support of its mission, respondents are expected to identify and include the team they are prepared to sub-contract for abatement, demolition and any other work needed to complete the project scope within their RFP response. Sections of the RFP response that require the respondent to provide information on themselves or their experience should include the same for each subcontractor on the team.

Prospective respondents should be aware that the funding to abate and demolish the Central Warehouse building originates from two primary sources: the special project category of Empire State Development's Restore New York Communities Initiative (Restore NY) grant program, and State and Local Coronavirus Fiscal Recovery Fund American Rescue Plan Act (ARPA) funding. The total budget for this project is \$13 million, which represents the total highest cost that the Alliance will cover for the project as described herein.

The Alliance understands the burdens associated with both the preparation and review of full proposals. Certain requirements of this RFP are included to ensure only qualified and prepared respondents are considered, including the requirement to identify and include demolition contractors, abatement professionals, and third party environmental testing service providers as part of the respondent's team.

During the 4-week response period, the Alliance will provide:

- 1 group tour of the Central Warehouse building.
  - **Anticipated date of central warehouse building tour: November 13, 2024 @ 11am.**
- the release of at least one addendum answering any questions or requests for clarification received during an open questions period. **Please note: *once the addendum has been added to the list of published documents as part of this RFP, the Alliance will no longer be taking questions from potential respondents until an awarded proposal is acknowledged.***
  - **Deadline to receive questions to be answered in a distributed addendum November 15, 2024 @ 4pm**

This RFP neither commits the Alliance to execute a contract, nor obligates the Alliance to pay for any costs incurred in the preparation and submission of a response to this RFP, or in anticipation of a contract. The Alliance reserves the right, at its sole discretion, to make selections, to reject any or all submissions, to issue subsequent RFPs, to remedy technical errors in the RFP process and to enter into contract with one or more consultants from the provision of any, all, or some of the services described herein.

## 2. Project Overview

The Central Warehouse is a highly visible, 11-story, concrete building located near Albany's Warehouse District; a fast-growing and popular neighborhood just north of the downtown Albany business district. Built as a cold-storage facility in 1927, the structure features thick concrete walls, direct access to the adjacent railway line from the 2<sup>nd</sup> floor spur rails and holds 400,000 sf of interior space. Because of its prominent location along I-787 and near the State Capital Complex of NY, the Central Warehouse building is an eyesore well known to the millions of travelers who pass by the building on an annual basis. Despite numerous attempts to redevelop and reuse the site, the building has fallen into disrepair. Due to its deteriorated condition and related public safety concerns, the Alliance has identified abatement and demolition as the best course of action to remove the eyesore and prepare the property for revitalization.

Following the latest attempt at redevelopment, the Alliance, in direct support of its economic development mission, has agreed to obtain an ownership interest in the property for the purposes of abating any environmental concerns, demolishing the structure in a safe and controlled manner, and repositioning the property for investment and renewed use in a manner that contributes to neighborhood revitalization. The awarded respondent will be expected to act as a General Contractor (GC) representing the interests of the Alliance to oversee the planning, management, and implementation of the demolition project.

As GC, the respondent is expected to initiate and manage all aspects of the demolition, including (but not limited to):

- a. **Pre-demolition Assessments:** The prior owner has provided several documents related to the environmental condition, SEQRA filing, and related approvals which have been added to a shared folder. Prospective respondents may have access to the shared drive folder upon a request for access emailed to [dturek@advancealbanycounty.com](mailto:dturek@advancealbanycounty.com). It may be necessary for the awarded respondent to conduct additional tests / secure further approvals. The awarded respondent will be expected to identify any added steps that have yet to be completed or acknowledged, perform any follow-up environmental investigations, structural analysis, SEQRA-related documentation and filing with DEC and other Federal/State/Local regulatory agencies. The Alliance anticipates respondents will include the individual experience of proposed team members (within their response at the appropriate section) working with relevant state and local authorities to successfully obtain required permits and approvals culminating in the successful completion of the project.
- b. **Pre-construction:** Developing a remediation and demolition plan in coordination and compliance with applicable regulatory authorities and relevant organizations. The plan must include information on where the demolition debris and material will be disposed and that the disposal method and location complies with all relevant laws and requirements. **The adjacent rail line is the main line from which Amtrak service provides rail service to Western NY and US locations further west. It is of the utmost importance that rail service is not disturbed by**

**demolition or abatement activities. Obtaining approvals from the owner and operator of the adjacent rail line is necessary to prevent any loss of service. It is noted that even beyond obtaining approval, proper coordination and communication with rail owners and operators is critical to ensuring demolition activities do not negatively impact rail service.**

- c. **Contracting:** Identifying and procuring contracts with all necessary subcontractors, 3rd party consultants, and any other entities required to complete the project on-time and on-budget.
- d. **Abatement & Demolition:** Completing all abatement and demolition activities of the Central Warehouse per specifications and planning accepted by NYSDEC, the City of Albany, Albany County, the Alliance and any/all Federal, State, and Local regulatory authorities involved in overseeing the project and ensuring workplace safety measures are adequate and in compliance with local, state, and federal regulations.
- e. **Final Site Preparation:** Following successful demolition of the Central Warehouse Building, the GC must leave the vacant site clear of all demolition debris, garbage, and restored per specifications that are to be approved by Alliance staff and any applicable planning/land use boards and regulatory authorities/agencies at the State and Local level. All permits and approvals must be secured prior to the commencement of work, as may be required by Federal, State and Local law.

### 3. Scope of Services

The awarded respondent will be responsible for managing the following roles with input and assistance from Alliance project management staff and stakeholders. Please note: the following is not intended to be an exhaustive scope encompassing all that will be required as part of abatement/demolition. Additional tasks and services may be required to complete the project as generally defined and respondents are expected to identify any missing items from the scope included within this RFP in their response and accompanying budget.

- a. **Project Management:**
  - i) Develop and maintain a project schedule.
  - ii) Source, hire, and manage a team of sub-contractors to complete specialized aspects of the project (abatement, demolition, etc.)
  - iii) Coordinate with all stakeholders, including the Alliance, local authorities, and subcontractors.
  - iv) Prior to proceeding with the demolition of the Central Warehouse Building, the Contractor shall ensure that the following criteria are met:
    - (1) Obtain a work permit for this specific property and scope of work, from the City of Albany. Anticipated fees related to the scope of work being proposed should be included in the total budget number provided as part of the RFP response (See exhibit A: Bid sheet).



- (2) Provide a copy of Contractor's Certificate of General Liability Insurance. Insurance requirements shall meet or exceed the limits provided as stated in section 12 of this RFP.
  - (3) Provide proof of NYS Worker's Compensation Insurance.
  - (4) A copy of any additional required permits or approvals issued by the City of Albany.
  - (5) Written acknowledgement and acceptance of the demolition plan from the owner of any structure, property or equipment within close proximity to the Central Warehouse building and identified as a potential risk of liability included and not limited to all railroad rights of way and infrastructure.
  - (6) Written acknowledgement and acceptance of a site remediation plan (if necessary), having met various safety measures to ensure mitigation of friable hazardous materials from contaminating adjacent properties or presenting a public health hazard.
- v) Manage project budgets, ensure efficient use of limited public funding, adherence with all hiring and equality provisions, and contractors to remain on track towards a timely completion.
  - vi) Prepare regular payment requisitions to the Alliance at defined intervals and provide all supporting documentation necessary for the Alliance to request reimbursement from its Grantors.
- b. Asbestos Abatement:**
- i) Review existing surveys and determine if additional testing or investigations are necessary.
  - ii) Implement and oversee the completion of all environmental abatement in accordance with DEC, EPA, OSHA, and any applicable state guidelines.
  - iii) Provide air quality monitoring during abatement activities.
- c. Demolition Services:**
- i) Secure all necessary Federal, State, and Local government approvals and permits.
  - ii) Implement and oversee demolition activities.
  - iii) Ensure compliance with all relevant safety and environmental regulations.
- d. Removal of C&D Material:**
- i) Develop and implement a plan for the removal, transportation, and disposal of C&D materials.
  - ii) Ensure that all materials are disposed of in compliance with local, state, and federal regulations. Please note that the final disposal location and methodology for C&D material must be provided to Alliance staff for approval and confirmation of adherence to Federal, State, and Local requirements.

- iii) Provide documentation of disposal activities, including any recycling or reuse of materials (please see Exhibit B for a Waste Management Plan Template that the Contractor will be required to fill out and report on as a condition of the Restore NY grant award).

e. **Reporting:**

- i) Conduct regular project team coordination meetings as needed and work with Alliance staff to prepare regular progress reports to the board of directors, funding entities, community groups, and other stakeholders.
- ii) Document all phases of the project, including demolition, abatement, and C&D material removal.
- iii) Complete MWBE and any other reporting required by ESD, Albany County, or any funding agency or regulating authority with oversight of the project. Ensure all OSHA and worker safety measures are followed on site and document any incidents. (See Section 11, paragraph b. i. A)

#### 4. Cost Not to Exceed

The demolition of the Central Warehouse building is made possible only through capital contributions from Albany County and the Capital Region Economic Development Council, who along with Governor Hochul, recognized the importance of the site and its continued deterioration. Albany County is providing \$3,000,000 dollars from its ARPA funding balance, and earlier this year, the Governor announced the State had awarded the demolition project \$10,000,000 from the 2024 funding round of the Restore NY grant program.

Together, the \$13,000,000 constitutes the balance of the funding the Alliance has made available for the full completion of the Scope of Services outlines in Section 3 of this RFP. Therefore, the awarded respondent must adhere to a strict cost-not-to-exceed arrangement

#### 5. Proposal Requirements

Respondents should prepare concise but thorough Statements of Qualification that not only emphasize the relevant core competencies of their firms (or consulting teams), but also demonstrates a clear understanding of the project scope. Proposals should include the following:

- a. **Executive Summary:** A clear and concise summary of the respondent's interest in being awarded a contract for this RFP that demonstrates an understanding of the project scope and desired results.
- b. **Firm Profile:** Detailed information on the firm, including relevant experience, key personnel, and resources. Respondents should highlight any areas of expertise that are relevant to the project and its specific set of challenges. Respondents must include the same information for co-applicants and/or subcontractors who, as part of the core project team, will be responsible for

abatement, demolition services, environmental monitoring, and any significant project cost that is identified in the accompanying cost estimate/budget.

- c. **Project Team:** Names and qualifications of specific project staff that will play the primary roles in this project, including the name of the project manager, demolition lead, etc. must be included.
- d. **Project Approach:** Description of the proposed approach to the project scope, including the management of pre-construction planning, environmental assessments, coordination with neighboring rail owners, planning, securing approvals, demolition, asbestos abatement, and C&D material removal. Respondents are expected to provide a preliminary schedule.
- e. **Experience and References:** Briefly describe 3 similar projects and provide references, a project scope, and a budget for each.
- f. **Cost Proposal:** Respondents must submit a detailed cost proposal including all fees, hourly rates, and reimbursable expenses, that demonstrate the project's feasibility. **In accordance with available funding, cost proposals should not exceed \$13 million.**
- g. **Insurance and Bonding:** Proof of insurance and bonding capacity in accordance with project requirements (insurance requirements found in Section 12.).
- h. **Hiring Requirements:** Ability to meet equal employment opportunity and MWBE considerations (Requirements found in Section 11).

## 6. Evaluation Criteria

**Proposals will be evaluated based on the following criteria:**

- **Experience and Qualifications: 25%**
  - Relevant experience and the qualifications of key personnel.
- **Cost Proposal: 25%**
  - Reasonableness and competitiveness of the proposed budget.
- **Approach to Project: 20%**
  - Understanding of the project and proposed methodology – especially as it relates to keeping the timeline of the project as short and costs as low as possible (within reason and without impacting the final result)
- **Past Performance: 20%**
  - Success on similar projects and client references.
- **Compliance: 10%**
  - Adherence to the requirements of this RFP.

**Favorable consideration will be given to respondents that:**

- Provide the lowest price
- Provide the most responsive bid
- Promise the quickest delivery of contracted services

## 7. Contract

- a. **Term:** The tentatively awarded respondent will be required to enter a contract with the Alliance which will include a more defined scope based on the respondent's winning proposal.
- b. **Cost:** Respondents must use the attached bid sheet (See "Exhibit A") when submitting the total calculated cost to complete the demolition scope provided in this RFP. Please provide in detail any additional expenses that are not covered herein for which the contractor expects to be reimbursed. Respondents must provide a reasonable contingency within total project cost to cover unexpected conditions or expenses that may arise during the contract period.
- c. **Not to Exceed (NTE):** The total project cost (all professional services, materials, and labor) must not exceed the total amount of funding awarded to the Alliance through grants for this project. Failure to complete the project within the limits of the available grant funding will constitute a breach of contract.

Until a definitive contract has been entered into and executed by the Alliance and the selected proposer which includes all of the requirements and obligations contained in this RFP, any award pursuant to this RFP, shall be considered tentative and subject to cancellation at the sole discretion of the Alliance.

## 8. Performance and Payment Bonds

The successful bidder shall be required to provide the Alliance with (i) a performance bond guaranteeing the full and complete performance of the scope of work required by this RFP; and (ii) a labor and material payment bond to guaranty the full payment of the scope of work required by this RFP free and clear of any liens, encumbrances, chattel mortgages and conditional bills of sale. Both the performance and payment bonds shall be in a form satisfactory to Alliance in all respects. Failure to meet this requirement will result in revocation of any tentative award to such bidder.

## 9. Rules, Regulations, Licensing, and other Requirements

The respondent, their staff, and subcontractors shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest. Respondents are presumed to be familiar with all Federal, State, and Local laws, ordinances, codes, rules, and regulations that may affect the services to be provided. Respondents are to be properly insured and bonded.

## 10. Equal Employment Opportunity

Respondents agree that there will not be discrimination as to age, religion, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence regarding obligations, work, and services performed under the terms of any contract ensuing from this RFP. Respondents must agree to comply with Executive Order #11246 entitled "Equal Employment Opportunity" and as amended by Executive Order #11375, as supplemented by the Department of Labor Regulations (41 CFR Part 60). In submitting their responses, respondents are representing that the personnel described in their responses shall be available to perform the services described, barring illness, accident, or other unforeseeable events of a similar nature in which cases the respondent must be able to provide a qualified replacement. Furthermore, all personnel shall be considered to be, at all times, the sole employees or contractors of the respondent under its sole direction, and not employees or agents of Advance Albany County Alliance.

## 11. Contractor Responsibilities

The successful bidder(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document.

Other Contract Requirements pursuant to the New York Public Authorities Law Project funding is provided through state and federal grants, each accompanied by its own set of requirements that the awarded respondent will accept and adhere to. The following requirements are likely sufficient to meet the same from all project funding sources, however, the Alliance has not yet received funding contract documents and does not claim to know exactly what each will contain until it has received the contracts themselves.

The following is a brief summary of some of the requirements accompanying federally sourced ARPA funds, of which the Alliance has been provided three million dollars (\$3,000,000). Contract language taken directly from related grant documents is included in many of the terms included below and will be explicitly offered in the resulting contract with the awarded respondent.

### a. MWBE Promotion

- i) Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are to be afforded the maximum opportunity to participate in the performance of the work identified in this RFP.
- ii) 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.
- iii) In accordance with 2 CFR § 200.321, the contractor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned

firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Each proposer shall address how it has complied with this requirement in its proposal.

iv) **From the Restore NY Funding Award Letter:** *“Empire State Development’s (“ESD”) Contractor & Supplier Diversity policies will apply to this overall project. The Office of Contractor and Supplier Diversity (“OCSD”) will assign Minority- and Women-owned Business Enterprise (“MWBE”) and Service-Disabled Veteran-owned Business (“SDVOB”) participation goals to this project. While ESD’s agency-wide MWBE goal is 30% and SDVOB goal is 6%, your individual project-specific goal may be higher or lower. ESD will contact you for a detailed scope of work, budget, and information on additional sources of funding in order to establish the project-specific goals. You shall also be required to use good faith efforts to achieve the goals assigned to this project. Compliance with laws and the policy of ESD prohibiting discrimination in employment on the basis of age, race, creed, color, national origin, gender, sexual preference, disability or marital status shall also be required. Your OCSD project manager will be in touch to learn more and establish goals for your project.”*

**b. State Historic Preservation Office (SHPO)**

i) Due to the building’s location adjacent to a listed historic district, pre-demolition coordination with the State’s Historic Preservation Office (SHPO) is very important. Alliance staff will assist in coordinating communication with SHPO, however, staff will require information and collaboration with the awarded respondent from time to time.

**c. Sustainability**

i) **From the Restore NY Funding Award Letter:** *“Empire State Development (“ESD”) encourages grantees to adopt sustainable construction practices as part of their Restore NY project. Recycling construction & demolition materials, reusing recoverable materials, and building with recycled content may help municipalities lower project costs, create green jobs, and reach climate goals. As a condition of this award, the Environmental Services Unit at ESD will contact you to schedule a time to talk with you about some sustainable construction practices and how you may be able to implement them into your Restore NY project.”*

**d. Storm Water Management Program**

- i) 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 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 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 County's Stormwater Management Program Plan. Bidder also agrees to implement any 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 Alliance, a certification statement acknowledging the above provisions prior to commencing any work (see Exhibit D: MS4 Fact Sheet).

## 12. Insurance and Security Requirements

The awarded bidder and their co-applicants/contracted partners on the project will be required to procure and maintain at their own expense insurance coverage for the following liabilities at the amounts provided herein:

- a. **Workers' Compensation and Employers' Liability Insurance:** Must show evidence of Workers' Compensation insurance at State statutory limit, a policy or policies providing protection for employees in the event of job-related injuries;
- b. **Commercial General Liability (CGL):** A policy or policies for comprehensive general liability insurance of general liability limits of not less than:
  - i) \$4,000,000 GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS-COMPLETED OPERATIONS)
  - ii) \$4,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT
  - iii) \$2,000,000 PERSONAL AND ADVERTISING LIABILITY
  - iv) \$2,000,000 EACH OCCURRENCE LIMIT
  - v) \$1,000,000 FIRE LEGAL LIABILITY
  - vi) \$10,000 MEDICAL EXPENSE LIMIT (EACH PERSON)
  - vii) \$1,000,000 EMPLOYEE BENEFIT LIABILITY
- c. **Errors and Omissions/Professional Liability Insurance:** A policy or policies of errors and omissions insurance with limits of not less than one million dollars (\$1,000,000). Said insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. best rating of not less than "A".
- d. **Excess/Umbrella Insurance:** A policy or policies of insurance with limits no less than which shall apply to both the CGL and Automobile Liability coverages:

- i) \$5,000,000 PER OCCURRENCE
  - ii) \$5,000,000 ANNUAL AGGREGATE
- e. **Automobile Liability Insurance:** In the event that Respondent is using a vehicle in business, a policy or policies of comprehensive automobile liability insurance with limits of not less than \$1,000,000 for each accident because of bodily injury, sickness, or disease, including death at any time, resulting therefrom, sustained by any person caused by accident; and a policy or policies with limits for not less than \$1,000,000 for damage because of injury to the destruction of the including the loss of use thereof caused by accident and arising out of the ownership, maintenance, or use of any automobiles, including owned, non-owned, and hired.
- f. Each policy of insurance required shall be in form and content satisfactory to the Alliance, and shall provide that:
- i) Advance Albany County Alliance LDC, County of Albany, NY, and Empire State Development shall be named as certificate holder and additional insured on a primary and non-contributing basis. An ACORD document with the bid number stating such shall be provided prior to project commencement.
  - ii) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Advance Albany County Alliance.
  - iii) The insurance policies shall be automatically renewed upon expiration and continued in force unless the Advance Albany Alliance is given sixty (60) days written notice to the contrary.
- g. No work shall be commenced under the contract until the selected proposer has delivered to the Advance Albany County Alliance proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time, any of said policies shall be or become unsatisfactory to the Alliance, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the Alliance for approval. Upon failure of the selected proposer to furnish, deliver and maintain such insurance as above provided, this Contract may, at the election of the Alliance, be forthwith declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance shall not relieve the selected proposer from any liability under the Contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

### 13. Indemnification

The promises in this section are separate from the insurance requirements specified above.

The contract awarding any and all work from this RFP shall provide that each and every Contractor (as used in this paragraph the term "Contractor" shall include any and all subcontractors) who shall agree to perform the Work, or any part of it shall defend, indemnify, and save harmless the Advance Albany County Alliance, Albany County, The City of Albany, their agents, officers, directors, employees and



subcontractors, from and against any and all liability, loss, or other claim for damages for death, bodily injury, or property damage, or of any other kind of nature, related to or arising out of the performance of the Work by the Contractor or any agent, servant, employee, subcontractor, or supplier of the Contractor, or of any failure to perform the Work or this contract, or arising in any way as a result of the Contractor's activities or omissions all to the fullest extent allowed by law.

#### 14. Remedy for Breach

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

#### 15. Submission Instructions

Proposals must be submitted no later than November 27, 2024 at 4:00 pm. Proposals should be delivered in person to:

Advance Albany County Alliance, LDC  
Attn: Dylan Turek  
111 Washington Ave, Suite 100  
Albany, NY 12207

- Submissions must include 3 (three) hard copies and 1 (one) electronic copy in PDF format. Late submissions will not be considered. The electronic copy must be submitted via email to the email address listed above or on a thumb drive included with the proposal submittals. Emailed digital submissions that were never received or timestamped before the deadline will not be considered.
- Each proposal submitted will be the document upon which the Alliance will make its final judgement regarding each proposer's qualifications, methodology, and ability to provide the requested services.
- Those submitting proposals do so entirely at their own expense. There is no express or implied obligation by the Alliance to reimburse any entity, firm, or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the Alliance, or participating in any selection interviews.
- Submission of any proposal indicates an acceptance of the conditions contained in this Request for Proposals unless the submitted proposal clearly and specifically states otherwise.
- Advance Albany County Alliance reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities, require supplemental statements or information from any responsible party, negotiate potential contract terms with any respondent to this RFP, have discussions with any respondent to this RFP to correct and/or clarify responses

which do not confirm to the instructions contained herein and to disregard all non-conforming, non-responsive or conditional proposals.

- The Advance Albany County Alliance reserves the right to award the services, in whole or in part, to one or more entities, firms and/or individuals.
- Any award of the services shall be conditioned on the later execution of a formal written contract. Advance Albany County Alliance reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract.
- Respondents shall avoid submissions of marketing materials.
- All information submitted in response to this RFP is subjected to the Freedom of Information Law (FOIL) which generally mandates the disclosure of documents in the possession of the Alliance upon the request of any person unless the contract of the document falls under a specific exemption to disclosure.

## 16. Pre-Bid Meeting

Optional Site Visit will begin at 11:00 on Wednesday November 13, 2024. Attendance is optional. Those wishing to attend must RSVP by email to the project contact by November 11, 2024 at 12pm.

## 17. Questions and Clarifications

All questions regarding this RFP must be submitted in writing to Dylan Turek, [dturek@advancealbanycounty.com](mailto:dturek@advancealbanycounty.com), no later than 12:00pm on November 15, 2024. Responses will be provided in the form of an addendum to this RFP that will be made available to all prospective respondents.

To be included in correspondence related to this project and its bid process, interested respondents are required to contact the Alliance and provide their contact information, confirming if they intend to submit a response. Please include any questions you would like addressed in the addendum by including them in your request to be included in future correspondence.

## 18. Modification and Withdrawal of Proposals

Proposals may be modified or withdrawn by written letter delivered to the Alliance and acknowledged by the designated contact persons listed on this RFP. Modifications or withdrawals will only be accepted until the time and date when the RFP submission period ends.

## 19. Non-Collusive Proposal Certificate and Acknowledgement

Each proposer shall complete and submit with its, his, or her proposal the “Non-Collusive Proposal Certificate” and the “Acknowledgment” (see Exhibit e) included with this RFP.

## 20. Bidder Responsibility and NYS Finance Law Certification

Each proposer shall complete and submit with its, his, or her proposal the “Bidder Certification” (see exhibit d) and the “Disclosure of Prior Non-Responsibility Determinations” (see exhibit d) forms included with this RFP.

## 21. Procurement Forms and Requirements

Additional requirements for this RFP are described below. Relevant statements and/or certifications, where required to be submitted, must be executed and included in the bidder’s submission.

Pursuant to Federal laws and regulations, the New York State Executive Law Article 15- A and the City of Albany General Code Chapter 48, Article III Omnibus Human Rights Law, the Alliance recognizes its obligation under the law to prevent discrimination on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency and to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises and the employment of minority group members and women in the performance of Alliance contracts.

In furtherance of these rules and principles, the Advance Albany County Alliance highly encourages the participation of certified minority and women-owned business enterprises (“MWBE”) at the Albany County’s goal levels and the employment of minority groups’ members and women in the performance of its contracts. The Advance Albany County Alliance hereby notifies all Consultants submitting a proposal that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency in consideration for award.

Further, by submission of a bid in response to this Bid request, 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:

*“The respondent/contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The respondent/contractor will not participate directly or indirectly in the discrimination prohibited by the federal, state, and local laws and regulations, including employment practices. In all solicitations, either by competitive bidding, or negotiation made by the respondent/contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the respondent/contractor of the respondent/contractor’s obligations under this Statement and the federal, state and local laws and regulations relative to Non-*



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*discrimination on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency.”*

Appendices and Required Forms

**Please see the below certain forms which must be completed and submitted with your bid to the Advance Albany County Alliance (“ACA”).**



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*Exhibit A: Central Warehouse Abatement and Demolition Bid Sheet*

<b>Contractor:</b>	<b>Prepared by:</b>
<b>Address:</b>	<b>City:</b>
<b>State:</b>	<b>Zip:</b>
<b>Email:</b>	<b>Phone</b>

<b>Description of Preconstruction Scope:</b>          
<b>Description of Abatement Scope:</b>          
<b>Description of Demolition Scope:</b>          
<b>Uncategorized Scope:</b>          



<u>Description</u>	<u>Task</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
Site Conditions	Insurance (total)			
Site Conditions	License Fees, Permits, and Approvals			
Site Conditions	Cost of Bonding			
Site Conditions	Overhead & Profit:			
Site Conditions	Other:			
Site Conditions	Other:			
<b>Site Conditions</b>	<b>Sub total</b>			
Abatement	Location:			
Abatement	Location:			
Abatement	Hazard waste carting and disposal:			
Abatement	Air Monitoring & Testing			
Abatement	Other:			
Abatement	Other:			
<b>Abatement</b>	<b>Sub total</b>			
Demolition	Demo:			
Demolition	Demo:			
Demolition	Demo:			
Demolition	Material Disposal:			
Demolition	Other:			
Demolition	Other:			
<b>Demolition</b>	<b>Sub total</b>			
Site Restoration	Grading and drainage			
Site Restoration	Other:			
Site Restoration	Other:			
<b>Site Restoration</b>	<b>Subtotal</b>			
Uncategorized	Other:			
Uncategorized	Other:			
Uncategorized	Other:			
<b>Uncategorized</b>	<b>Subtotal</b>			
<b>Total Project Cost</b>	<b>(All Sub-totals added together)</b>			



**Exhibit B – Waste Management Plan Template**

**Waste Management Plan TEMPLATE**

Project Name:

Primary Contact:

Describe the Waste Diversion Goals of this Project:

Describe how this Plan will be communicated to all parties involved:

Identify the Person(s) responsible for the executing this plan:

Name/Title	Responsibility
	Complete inventory of materials
	Track fate of materials & report results

**4. Waste Management Plan - Summary Worksheet**

Material Description	Material Type (Concrete, asphalt, wood, metals, dry wall, unrestricted soils)	Estimated Total Weight* (Tons or CY)	Estimated Percentage of Overall Project C&D materials	To Be Reused on-site (Tons or CY)	To Be Sold/Donated (Tons or CY)	To Be Recycled (Tons or CY)	To Be Landfilled / Incinerated (Tons or CY)	Separation and Storage Methods

\*Please be sure that your estimated total weight value equals the summation of the reuse, sold/donated, recycled, and landfilled/incinerated values.



5. Results - Did this project meet the waste diversion goals? Please describe.

6. Waste Management Plan – Results Table

Material Description (Same list identified in summary worksheet plus any items that were not originally accounted for)	Material Type (Concrete, asphalt, wood, metals, dry wall, unrestricted soils)	Actual Total Weight* (Tons or CY)	Actual Reused on-site (Tons or CY)	Actual Sold / Donated (Tons or CY)	Actual Recycled (Tons or CY)	Actual Landfilled / Incinerated (Tons or CY)

\*Please be sure that your actual total weight value equals the summation of the reuse, sold/donated, recycled, and landfilled/incinerated values.



*Exhibit C – MS4-1 Fact Sheet*



**FACT SHEET**

For

**NEW YORK STATE  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
SPDES GENERAL PERMIT  
FOR STORMWATER DISCHARGES  
from  
CONSTRUCTION ACTIVITY**

Permit No. GP-0-20-001

Issued Pursuant to Article 17, Titles 7, 8 and Article 70  
of the Environmental Conservation Law

January 2020



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## INTRODUCTION

The New York State Department of Environmental Conservation (NYSDEC) has issued the State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activity (GP-0-20-001). Upon its effective date of January 29, 2020, GP-0-20-001 replaces the previous general permit, GP-0-15-002, which expires on January 28, 2020.

GP-0-20-001 is a five (5) year general permit for discharges of stormwater to surface waters of the State from construction activities as defined in 40 CFR 122.26(b)(14)(x) and (b)(15)(i - ii). This general permit may also authorize discharges of stormwater to groundwater in cases where the NYSDEC has determined that a permit is necessary.

Pursuant to Section 402 of the Clean Water Act (CWA), stormwater discharges from certain construction activities (including discharges through a municipal separate storm sewer system) are unlawful unless they are authorized by a National Pollutant Discharge Elimination System (NPDES) permit or by a state permit program. New York administers the approved SPDES program with permits issued in accordance with the New York State Environmental Conservation Law (ECL) Article 17, Titles 7, 8 and Article 70. An owner or operator of a construction activity must operate under an effective individual SPDES permit, which addresses the stormwater discharges, or obtain coverage under GP-0-20-001.

### SUMMARY OF CHANGES

The following is a summary of the changes made from GP-0-15-001 to GP-0-20-001, as well as minor changes made from the draft of GP-0-20-001 to the issued GP-0-20-001 in response to comments received during the public notice period.

#### **Effluent Limitation Guidelines Applicable to Discharges from Construction Activities:**

As required by 40 CFR 450.21, GP-0-20-001 includes additional criteria under “Erosion and Sediment Controls” (Part I.B.1.a.) to comply with Effluent Limitation Guidelines (ELGs) promulgated in 2015. The changes are consistent with recent updates the United States Environmental Protection Agency (EPA) made to its 2017 General Permit for Stormwater Associated with Construction Activities, modified in June 2019. Peak flow rates and total stormwater volume are included in the “Control stormwater discharge” requirement (Part I.B.1.a.ii). The second change is the requirement on “Minimizing Dust” (Part I.B.1.a.ix).

The ELGs apply primarily to the selection, design, and implementation of the erosion and sediment controls (i.e. during construction controls) to be used on the site. These non-numeric effluent limits require an owner or operator to minimize the discharge of pollutants through the selection, design and implementation of erosion and sediment control measures. As unchanged in GP-0-20-001, the term “minimize” means to reduce and/or eliminate to the extent achievable using control measures that are technologically available and economically achievable and practicable in light of best industry practice.

#### **Eligibility Requirements - Non-stormwater Discharges (Part I.E.3.)**

GP-0-20-001 clarifies the non-stormwater discharges that may be authorized the by general permit.

#### **Activities Which Are Ineligible for Coverage Under This General Permit**

The following slope designation: *“land designated on the current United States Department of Agriculture (“USDA”) Soil Survey as Soil Slope Phase of “D”, (provided the map unit name is inclusive of slopes greater than 25%)* is included in Part I.F.6. and 7. of the ineligibility criteria in GP-0-20-001. This designation addresses additional “steep slope” areas (i.e. slopes greater than or equal to 25%) that are in some of the mountain areas across New York State. This criterion is necessary because of the increased potential for erosion from construction on the steep slopes. The higher level of oversight will reduce the potential for an erosion problem, and therefore, is more protective of water quality.

### **Notice of Intent (NOI) Submittal**

GP-0-20-001 allows for the use of either the electronic Notice of Intent (eNOI) or paper version until December 21, 2020. Beginning December 21, 2020, in accordance with 40 CFR Part 127 (EPA's 2015 NPDES Electronic Reporting Rule), the owner or operator must submit the NOI electronically using the Department's online NOI.

### **Permit Authorization**

GP-0-20-001 clarifies the requirement for the owner or operator to obtain any "Department certifications," regardless of the issuing New York State agency, prior to their authorization under the general permit being in effect. This is consistent with how the Department has implemented this condition in the past.

### **Change of Owner or Operator**

GP-0-20-001 includes a requirement for the owner or operator to notify the regulated, traditional land use control Municipal Separate Storm Sewer System (MS4), in writing, of change in ownership or operation of a construction activity. This requirement is added to ensure the MS4 is aware of the responsible party for a construction activity that is under its jurisdiction. The timeframe in GP-0-20-001 is consistent with transfer procedures for individual SPDES permits in 6 NYCRR 750-1.17.

### **General SWPPP Requirements**

GP-0-20-001 clarifies that the owner or operator must amend the SWPPP and construction drawings to document the final construction conditions. These amendments/updates can be used by the owner or operator to document compliance with GP-0-20-001 and the SWPPP and for long term operation and maintenance of any post-construction control practices that were constructed as part of the construction activity. This is consistent with how the Department has implemented this condition in the past.

### **Definitions – Appendix A**

The Department made the following changes to assist project owners and their design professionals with SWPPP development and implementation. These changes make GP-0-20-001 more protective than the current permit.

**Agricultural Building** – GP-0-20-001 includes a definition for "Agricultural Building" to address confusion over EPA's agricultural exemption. This definition will also help clarify SWPPP and permitting requirements for the construction of breweries, cideries and wineries on agriculture land.

Qualified Inspector – The definition includes individuals that hold a current certificate under the “New York State Erosion and Sediment Control Certificate Program”. This certification program was recently developed by New York State Agriculture and Markets with assistance from members of the New York State Conservation District Employees Association.

Regulated, Traditional Land Use Control MS4 – The definition includes the City of New York’s Municipal Separate Storm Sewer System. The City of New York is considered a “large MS4” that is authorized to discharge under an individual SPDES Permit (NY-0287890). The owner or operator of a construction activity that discharges to NYC’s MS4 system will be required to follow the SWPPP review and acceptance process in order to gain coverage under GP-0-20-001.

Steep Slope – The definition includes *land designated on the current United States Department of Agriculture (“USDA”) Soil Survey as Soil Slope Phase “D”(provided the map unit name is inclusive of slopes greater than 25%)*. This slope designation in Parts I.F.6. and 7. of the ineligibility criteria addresses additional “steep slope” areas (i.e. slopes greater than or equal to 25%) that are in some of the mountain areas across New York State.

Trained Contractor - The definition was updated to include individuals that hold a current certificate under the “New York State Erosion and Sediment Control Certificate Program”, for the same reason as “Qualified Inspector” above.

GP-0-20-001 includes definitions of the following terms for clarification and consistency with EPA’s 2017 Construction General Permit, modified in June 2019:

- Agricultural Property
- Construction Site
- Dewatering
- Embankment
- Endangered or Threatened Species
- Natural Buffer
- Nonpoint Source
- Overbank
- Point Source
- Streambank
- Stormwater Pollution Prevention Plan

### **Required SWPPP Components by Project Type – Appendix B**

Tables 1 and 2 of Appendix B include additional types of construction activity and clarify required SWPPP components for several types of construction activity. The Department made these changes to add clarity on expectations for compliance/implementation with GP-0-20-001.

The clarifications were based on questions the Department received over the last permit term from construction activity owners, design professionals and SWPPP reviewers and comments received during the public notice period.

Table 1 (Erosion and Sediment Controls Only) - Updated table as follows:

- Added "Linear bike paths running through areas with vegetative cover, including bike paths surfaced with impervious cover"
- Added cross-country ski trails and walking/hiking paths
- Added Pond construction
- Added "bike path or walking path", "surfaced with an impervious cover" and "not part of a residential, commercial or institutional development" to the "Sidewalk construction projects" activity
- Deleted "Land clearing and grading for the purpose of creating..." under the vegetated open space activity.
- Added "Sidewalk, bike path or walking path projects, surfaced with an impervious cover, that include incidental shoulder or curb work along an existing highway to support construction of the sidewalk, bike path or walking path"
- Added "Temporary access roads, median crossovers, detour roads, lanes or other temporary impervious areas that will be restored to pre-construction conditions once the construction activity is complete"

Table 2 (Post-Construction Stormwater Management Practices also) – Updated table as follows:

- Added "duplexes" under the "Multi-family" construction activity
- Added "Breweries, cideries and wineries, including establishments constructed on agricultural land"
- Added "water storage tanks" under "Municipal facilities" construction activity
- Added "Playgrounds that include the construction or reconstruction of impervious area"
- Added "including roads constructed as part of the construction activities listed in Table 1" to the "Road construction or reconstruction" activity
- Added "including parking lots constructed as part of the construction activities listed in Table 1" to the "Parking lot construction or reconstruction" activity
- Added "Sidewalk, bike path or walking path projects, surfaced with an impervious cover, that are part of a residential, commercial or institutional development,
- Added "Sidewalk, bike path or walking path projects, surfaced with an impervious cover, that are part of a highway construction or reconstruction project"



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**303(d) Segments for Construction Activity – Appendix E**

- Appendix E of GP-0-20-001 includes the 2016 NYS Section 303(d) list of Impaired/TMDL Waters (2016 List) for waterbody segments impaired by silt, sediment or nutrients. The list of impaired waterbodies identifies the impairment for each of the waterbodies and includes all appropriate waterbodies.





**Contracted Entity SWMP Compliance Certification Statement**

I certify under penalty of law that I understand and agree to comply with the terms and conditions of the County of Albany’s stormwater management program and agree to implement any corrective actions identified by the County of Albany or a representative. I also understand that the County of Albany must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System (“SPDES”) general permit for stormwater discharges from the Municipal Separate Storm Sewer Systems (“MS4s”) and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. Further, I understand that any non-compliance by the County of Albany will not diminish, eliminate, or lessen my own liability.

By: \_\_\_\_\_  
Signature

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

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

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

Contractor Name: \_\_\_\_\_

***Exhibit D – Bidder Responsibility Forms***

**Bidder Responsibility.** Pursuant to State Finance Law §§139-j and 139-k, this request for proposals (“RFP”) includes and imposes certain restrictions on communication between the Advance Albany County Alliance (“Alliance”) and an Offeror/bidder during the procurement process. An Offeror/bidder is restricted from making contacts from the earliest notice of intent to solicit offers (in this instance, the release of this RFP) through final award and approval of the resultant contract by the Alliance (“restricted period”) to other than designated individuals unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Only email inquiries are allowed. The designated individual for this RFP is **Dylan Turek, Senior VP of Development of the Alliance.** Alliance employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offeror/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the offeror/bidder is debarred from obtaining governmental Procurement Contracts. Additionally, the above law requires certain affirmations to be provided to the Alliance by bidders and that certain provisions be contained within any contract/award resulting from this RFP. Specifically, the following forms/information is provided:

1. The Alliance must obtain from all Offerors/bidders the required affirmation (“**Compliance with NYS Finance Law §139-j**”) of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. The affirmation is provided below and must be completed and returned to the Alliance when submitting a bid.
2. The Alliance must include a disclosure request (“**Offeror Disclosure of Prior Non-Responsibility Determinations**”) regarding prior non-responsibility determination in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The required form is provided below and is to be completed and returned to the Alliance when submitting a bid.
3. The Alliance must obtain from all Offerors/bidders a required certification (“**Bidder Certification**”) that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offeror/bidder must agree to the certification and provide it to the procuring Government Entity. This certification is provided below and must be completed and returned to the Alliance when submitting a bid.
4. **New York State Law §139-k(5)** provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j shall contain a provision authorizing the Alliance to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. An example of such language is provided below:



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*The Alliance reserves the right to terminate this contract in the event it is found that the certification filed by the Bidder in accordance with New York State Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Alliance may exercise its termination right by providing written notification to the Bidder in accordance with the written notification terms of this contract.*



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**a. Compliance with NYS Finance Law §139-j.**

Offeror affirms that it understands and agrees to comply with the procedures of the APA relative to permissible Contacts as required by State Finance Law §139-j.

By: \_\_\_\_\_  
Signature

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

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

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

Contractor Name: \_\_\_\_\_



**b. Offeror Disclosure of Prior Non-Responsibility Determinations.**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

\_\_\_\_\_

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

Name and Title of Person Submitting this Form: \_\_\_\_\_

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

A. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No                      Yes

B. If yes, please answer the following questions: Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? (Please circle):

No                      Yes

C. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No                      Yes

D. If you answered yes to questions A thru C, please provide details regarding the finding of non-responsibility below.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_

(Add additional pages as necessary)

E. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No                      Yes

F. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_



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Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

\_\_\_\_\_

(Add additional pages as necessary)



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**c. Bidder Certification.**

I certify that all information provided to the AAC2402 with respect to State Finance Law §139-k is complete, true and accurate.

By: \_\_\_\_\_  
Signature

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

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

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

Contractor Name: \_\_\_\_\_



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**d. Non-collusion statement.**

Pursuant to Public Authority Law §2878, each Bidder must complete the attached “NON-COLLUSION PROPOSAL CERTIFICATE PURSUANT TO NEW YORK STATE PUBLIC AUTHORITY LAW § 2878” and submitted with the bidder’s response to this RFP.





**Exhibit E – Non-Collusion Certification**

**NON-COLLUSION PROPOSAL CERTIFICATE  
PURSUANT TO NEW YORK STATE PUBLIC AUTHORITY LAW § 2878**

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 knowledge and belief:

- (1) The prices in the 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 proposer or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name and title)

\_\_\_\_\_  
(name of firm)

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

On the \_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this document and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature, the individual or the person/entity upon behalf of which the individual acted, executed this document.

\_\_\_\_\_  
Notary Public