



**CITY OF ALBANY  
DEPARTMENT OF BUILDINGS & REGULATORY COMPLIANCE  
200 HENRY JOHNSON BOULEVARD  
ALBANY, NY 12210**

**REQUEST FOR PROPOSALS  
FOR  
PROFESSIONAL  
ARCHITECTURE/ENGINEERING SERVICES**

**ST. JOSEPH'S CHURCH BUILDING EVALUATION  
38 TEN BROECK STREET**

**A BUILDING WALKTHROUGH IS SCHEDULED FOR  
FRIDAY DECEMBER 3, 2021 AT 9:00AM**

**PROPOSALS DUE: DECEMBER 21, 2021  
AT 12:00 PM NOON**

**RFP 2021-40**

**NOVEMBER 17, 2021**

**REQUEST FOR PROPOSALS  
FOR THE PROVISION OF  
PROFESSIONAL  
ARCHITECTURE/ENGINEERING SERVICES  
RFP 2021-40**

**ST. JOSEPH'S CHURCH BUILDING EVALUATION  
38 TEN BROECK STREET**

**City of Albany, New York**

**IMPORTANT NOTICE:**

A restricted period is currently in effect for this Procurement and it will remain in effect until approval of the Contract. Bidders are prohibited from contact related to this procurement with any City of Albany employee other than the designated contacts listed below refer to:

Designated Contacts for this Procurement:

For Project Specific Clarifications:.....Samuel A Wells

For Public Procurement Process Clarifications .....Laura M. Gulfo, Esq.

**SECTION 1: PROJECT DESCRIPTION**

- 1.1 The City of Albany hereby requests proposals from qualified consulting firms to provide a professional architecture/engineering services related to completing a building evaluation at the St. Joseph's Church located at 38 Ten Broeck Street, New York. Minority Business Enterprises and Women's Business Enterprises are encouraged to submit proposals.
- 1.2 St. Joseph's Church is located at 38 Ten Broeck Street and opened in 1865. Designed by Patrick Keeley, the building was last used for worship in the 1990s before closing. The building has an estimated gross floor area of 17,250+/- square feet. The building underwent extensive stabilization work in the early 2000s, through a variety of non-profit and governmental entities, led by Historic Albany Foundation. The last full building evaluation was completed prior to this work completed by Historic Albany Foundation. In 2012, the building was transferred to the City of Albany. The building has been broken into several times over the past decade, with the most recent break-in occurring on 10/31/21.
- 1.3 There will be a building walkthrough scheduled for Friday December 3, 2021 at 9:00AM and ending at 10:00AM. This will be the **ONE AND ONLY** opportunity for potential consultants to view the interior of the building. All consultants shall be

required to be wearing facemasks, hardhats and suitable footwear to enter the building. In addition, it is highly recommended that everyone bring a flashlight as there is no lighting in the building. All consultants shall enter at their own risk.

## SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Proposals may be returned to the City of Albany in one of the following ways:
- 2.1.1 Hand Delivered - Two (2) copies of the proposal along with a CD or USB flash drive with the proposal in PDF Format must be received in a sealed envelope marked "**RFP 2021-40 St. Joseph's Church Building Evaluation**" no later than **December 21, 2021 at 12:00 noon** at the following address:
- City of Albany  
Office of Corporation Counsel  
24 Eagle Street  
Albany, New York 12207  
ATTN: Laura M. Gulfo, Esq.
- 2.1.2 Delivery Service - Two (2) copies of the proposal along with a CD or USB flash drive with the proposal in PDF Format must be received at the above referenced address in a sealed envelope marked "**RFP 2021-40 St. Joseph's Church Building Evaluation**" no later than the dates and times listed above. If a Proposal is sent by mail or other delivery system, it shall be the responsibility of the proposer to ensure the proposal is delivered by the date and time specified. Proposals delivered after the date and time specified may be rejected.
- 2.1.3 Electronic Submission - Proposers may also submit their Proposals electronically via **BidNetDirect.com**. Proposals must be received no later than the date and time listed above.
- 2.2 The cost proposal shall be included in a separately sealed envelope or separate .pdf file in electronic submissions within the proposal submittal such that it may be reviewed independent of the remainder of the proposal.
- 2.3 Each proposal submitted will be the document upon which the City of Albany will make its initial judgment regarding each proposer's qualifications, methodology, and ability to provide the requested services.
- 2.4 Those submitting proposals do so entirely at their own expense. There is no expressed or implied obligation by the City to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City, or participating in any selection interviews.
- 2.5 Submission of any proposal indicates an acceptance of the conditions contained in this Request unless the submitted proposal clearly and specifically states otherwise.

- 2.6 The City of Albany 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 conform to the instructions contained herein and to disregard all non-conforming, non-responsive or conditional proposals.
- 2.7 The City of Albany reserves the right to award the work, in whole or in part, to one or more firms and individuals.
- 2.8 Any award of the consulting services work shall be conditioned on the later execution of a formal written contract. The City of Albany reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract.
- 2.9 Respondents shall avoid submission of marketing materials.
- 2.10 All information submitted in response to this RFP is subject to the Freedom of Information Law (FOIL), which generally mandates the disclosure of documents in the possession of the City upon the request of any person unless the content of the document falls under a specific exemption to disclosure.

### **SECTION 3: QUALIFICATIONS OF PROPOSER:**

- 3.1 Each proposer shall provide a statement of qualifications including:
  - a. A brief history and description of the firm submitting the proposal.
  - b. Identification of a project team manager or point of contact for all management issues.
  - c. Identification of the firm's professional staff members who will be assigned to this project if the firm's proposal is selected. Include a resume for each such professional staff member that details qualifications, years and types of experience, education, accomplishments, etc. Specify the extent of the availability and commitment of each such professional staff member who will be assigned to this project if the firm's proposal is selected.
  - d. At least three (3) references, including contact names, addresses, and telephone numbers.
  - e. A signed cover letter from a person within the firm who is authorized to make representations on behalf of the firm and to bind the firm.
  - f. A comprehensive description of the firm's experience in similar projects.
  - g. Any additional information which would serve to distinguish the firm from other firms submitting proposals such as examples of work on projects similar to the project contemplated by this RFP, any special expertise or experience of the firm, etc.
- 3.2 The City of Albany may make such inquiries it deems necessary to determine the ability of each proposer to perform the services contemplated by this RFP.

Proposers shall promptly furnish all information and data subsequently requested by the City of Albany for this purpose.

#### **SECTION 4: SCOPE OF SERVICES:**

##### **4.1 GENERAL:**

- A) The selected firm will be responsible for completing an inspection and evaluation of the existing building infrastructure associated with the former St. Joseph's Church located at 38 Ten Broeck Street in Albany, New York. The purpose of the inspection will be to identify deficiencies within the building infrastructure and identify work needed to be completed in order to stabilize, preserve, and mothball the building for future development.

##### **4.2 FACILITY INSPECTION:**

- A) It is expected that the inspection shall be completed primarily on a visual basis. No testing is to be included in the evaluation. The areas to be inspected shall include, but are not limited to the following:
1. Building structure interior and exterior components including foundation, existing masonry, roof, doors, windows, etc.
  2. Building mechanical systems including plumbing, HVAC, fire sprinkler system, etc.
  3. Building electrical system including lighting, fire and smoke detectors, etc.
  4. Building site including sidewalk and stairway area(s).

##### **4.3 INSPECTION REPORT:**

- A) Prepare a report summarizing the results of the inspection. The report shall include the following:
- a. A narrative of the various elements inspected along with a condition assessment. Provide a priority for improvements in terms of immediate, short term, and long term. Provide assistance with writing bid specifications for all improvements considered to be needed immediately or in the short term.
  - b. Provide a budget cost estimate for the proposed repairs. Costs shall include all associated costs including consulting costs.
  - c. Submit a preliminary report to the City for review and comment.
  - d. Upon receipt of comments, submit final report to the City.
  - e. Assume a total of two (2) meetings during this phase of the project.

4.4 PROJECT ADMINISTRATION:

- A) The City of Albany Department of Buildings & Regulatory Compliance will administer the project under the direction of Director Richard LaJoy. Samuel Wells will be the Project Manager.

4.5 PROJECTED PROJECT SCHEDULE:

- ✓ Proposal Submission..... December 21, 2021
- ✓ Project Kick Off Meeting: ..... January 7, 2021
- ✓ Preliminary Report Submission..... February 11, 2022
- ✓ Final Completion..... March 4, 2022

4.6 PROJECT DELIVERABLES:

The following deliverables shall be submitted to the City for review:

- Preliminary Report: ..... Three (3) hard copies with one digital copy in PDF format.
- Final Report: ..... Three (3) hard copies with one digital copy in PDF format.

**SECTION 5. WORK PROPOSAL**

- 5.1 Address the Scope of Services referenced in Section 4 above, including a detailed work plan and project approach that includes task definitions and methodology, milestones, and project schedule.

**SECTION 6: COST PROPOSAL:**

- 6.1 Provide the proposed cost breakdown for each services set forth in Section 4, Subsections 4.1 through 4.6.
- 6.2 Clearly set forth in detail any and all additional expenses for which you expect to be reimbursed. The proposal must, however, provide a guarantee that no additional fees will be charged to the City of Albany without prior written consent by the City.
- 6.3 As identified in Section 2.2, the cost proposal shall be included in a separately sealed envelope within the proposal submittal such that it may be reviewed independently

## **SECTION 7: CONTRACT:**

- 7.1 The contract period for the services contemplated by the RFP will be for a maximum of one (1) year. A sample of the Professional Services Agreement has been included with this RFP.
- 7.2 All proposers are required to review the attached sample City of Albany professional services agreement prior to their proposal submission. All requests for revisions to the professional services agreement shall be made in writing **on or before December 15, 2021** for consideration. All requests received after RFP submission will not be accepted.
- 7.3 The selected proposer(s) will be required to execute a contract with the City of Albany. The City will have the right to terminate the contract at any time, with or without cause, upon thirty (30) days written notice.

## **SECTION 8: PROPOSAL EVALUATION:**

- 8.1 Proposals shall remain valid until the execution of a contract by the City of Albany.
- 8.2 Proposals shall be examined and evaluated by the City of Albany Department of Buildings & Regulatory Compliance and the Corporation Counsel's Office to determine whether each proposal meets the requirements of this RFP. A recommendation will be made by the City of Albany Department of Buildings & Regulatory Compliance for a contract award based on the following criteria:
  - 8.2.1 Proposer's demonstrated capabilities and professional qualifications.
  - 8.2.2 The wherewithal of the proposer(s) to render the requested services to the City in a timely fashion.
  - 8.2.3 Total proposed cost.
  - 8.2.4 Completeness of the proposal.
- 8.3 The selection of a proposal will not be based solely on a monetary evaluation. Considerable weight will be given to experience in the areas required and the track record of the proposer(s).

## **SECTION 9: ALTERNATIVES:**

- 9.1 Proposals may include alternative matters or items not specified or requested in this RFP. However, all such alternatives matters or items must be listed separately from the proposal and the cost(s) thereof must be separate and itemized.

## **SECTION 10: INDEMNIFICATION:**

- 10.1 The selected proposer will be required to defend, indemnify, and save harmless the City of Albany, its employees and agents, from and against all claims, damages,

losses and expenses (including without limitations, reasonable attorney's fees) arising out of, or in consequence of any intentional act or omission of the selected proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.

## SECTION 11: REQUEST FOR PROPOSAL CLARIFICATION:

11.1 All inquiries with respect to this Request for Proposals shall be directed to the following:

For project specific clarifications:

Samuel A. Wells  
Department of Buildings & Regulatory Compliance  
200 Henry Johnson Boulevard  
Albany, NY 12210  
Phone: ..... (518) 694-4813  
E-mail:..... [swells@albanyny.gov](mailto:swells@albanyny.gov)

For public procurement process clarifications:

Laura M. Gulfo, Esq.  
Assistant Corporation Counsel  
Department of Law  
City Hall, Room 106  
24 Eagle Street  
Albany, New York 12207  
Phone: ..... (518) 434-5050  
E-mail:..... [lgulfo@albanyny.gov](mailto:lgulfo@albanyny.gov)

11.2 All questions about the meaning or intent of the specifications shall be submitted in writing. Replies will be posted on **BidNetDirect.com** and the City's website:

<https://albanyny.gov/RFPs>,

along with the electronic version of this RFP. **Questions received after December 15, 2021 will not be answered.** Only questions answered by formal written addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

11.3 In addition, any changes, additions or deletions to this RFP will also be posted on **BidNetDirect.com** and the City's website:

<https://albanyny.gov/RFPs>,



along with the electronic version of this RFP. Respondents are urged to check the City's website frequently for notices of any clarification of or changes, additions, or deletions to this RFP.

**OTHER THAN THE CONTACT IDENTIFIED ABOVE, PROSPECTIVE RESPONDENTS SHALL NOT APPROACH THE CITY'S EMPLOYEES DURING THE RESTRICTED PERIOD OF THIS RFP PROCESS ABOUT ANY MATTERS RELATED TO THIS RFP OR ANY QUALIFICATIONS SUBMITTED PURSUANT THERETO.**

**SECTION 12: MODIFICATION AND WITHDRAWAL OF PROPOSALS:**

- 12.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
- 12.2 If within twenty-four (24) hours after the proposals are opened, any proposer files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its proposal, that proposer may withdraw its proposal and the proposal security will be returned. Thereafter, that proposer will be disqualified from further proposal on the work.

**SECTION 13: INSURANCE REQUIREMENTS:**

- 13.1 The selected proposer will be required to procure and maintain at its own expense the following insurance coverage:
  - a. Workers' Compensation and Employer's Liability Insurance: Must show evidence of Worker's Compensation insurance of at least five hundred thousand dollars (\$500,000), a policy or policies providing protection for employees in the event of job-related injuries;
  - b. Commercial General Liability Insurance: A policy or policies of comprehensive general liability insurance of general liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
  - c. Errors and Omissions/ Professional Liability Insurance: A policy or policies of errors and omissions insurance with limits of not less than two million dollars (\$2,000,000.00). 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. Automobile Liability Insurance: In the event that CONSULTANT is using a vehicle in business, a policy or policies of comprehensive automobile liability insurance with limits of not less than one million dollars (\$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 of not less than one million dollars (\$1,000,000) 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 automobiles, including owned, non-owned and hired.

- e. Excess/Umbrella Insurance: A policy or policies of insurance with limits of two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
- f. Pollution Liability Insurance: A policy or policies of pollution liability insurance of liability limits of two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; and

13.2 Each policy of insurance required shall be in form and content satisfactory to the City of Albany, and shall provide that:

- a. The City of Albany is named as an additional named insured on a primary and non-contributing basis.
- b. The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Albany Corporation Counsel's Office.
- c. The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Albany Corporation Counsel's Office is given sixty (60) days written notice to the contrary.

13.3 No work shall commence under the contract until the selected proposer has delivered to the City or its designee 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 City, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the selected proposer to furnish, deliver, and maintain such insurance as above provided, the contract may, at the election of the City, be 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.

#### **SECTION 14: NON-COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT:**

14.1 Each proposer shall complete and submit with the proposal the "Non-Collusive Proposal Certificate" and the "Acknowledgment" found at the end of this RFP.

## SECTION 15: PROCUREMENT FORMS AND REQUIREMENTS:

- 15.1 Additional requirements for this RFP are described below. Relevant statements, where required to be submitted, must be executed and included in the submission in the following order: 1. Iran Divestment Act Statement, 2. Non-Discrimination and 3. Diversity Requirements. All required forms have been included at the end of this RFP for submission.
- 15.2 Iran Divestment Act: 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 each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.”*** The list in question is maintained by the New York State Office of General Services. For further information and to view this list please go to: <https://ogs.ny.gov/system/files/documents/2021/10/iran-divestment-act-list-of-entities-8-24-21.pdf>

If 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 therefor. A political subdivision may award a bid to a bidder who cannot make the certification pursuant to paragraph (a) of N.Y. General Municipal Law § 103-g on a case-by-case basis.

- 15.3 Non-Discrimination and Diversity Requirements: 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 City 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 City contracts.

In furtherance of these rules and principles, the City of Albany highly encourages the participation of certified minority- and women-owned business enterprises (“MWBE”) at the City’s goal levels and the employment of minority groups’ members and women in the performance of its contracts. The City of Albany 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-discrimination on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency.”***

- 15.4 Living Wage: When providing the services contemplated by this RFP, the entity/firm must comply with section 42-161 of the City of Albany Code, which requires payment of a living wage to all of the entity/firm’s employees working on the service contract. A Living Wage Compliance Form must be completed and submitted with each proposal.

#### **SECTION 16: SUBMISSION REQUIREMENTS:**

- 16.1 All Proposers shall be required to submit a complete proposal. As outlined in this RFP, all proposals shall include the following:
- a. Statement of Qualifications as outlined in Section 3.
  - b. Work Proposal as outlined in Section 5.
  - c. Cost Proposal as outlined in Section 6.
  - d. Non-Collusive Proposal Certificate and Acknowledgment Form as outlined in Section 14
  - e. Iran Divestment Act statement, as outlined in Section 15.2.
  - f. Non-Discrimination and Diversity statement, as outlined in Section 15.3.
  - g. Living Wage Compliance Form as outlined in Section 15.4.
- 16.2 Failure to include all of the above items may result in the proposal being considered nonresponsive.

**NON-COLLUSIVE PROPOSAL CERTIFICATE  
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D**

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal 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 proposal 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 proposal 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.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Name of Partnership or Corporation)

\_\_\_\_\_  
(Date)

**ACKNOWLEDGMENT BY PROPOSER**

If Individual or Individuals:

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared \_\_\_\_\_ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he/she/they severally acknowledged to me that he/she/they executed the same.

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

If Corporation:

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared \_\_\_\_\_ to me known, who, being by me sworn, did say that he/she is the (give title) \_\_\_\_\_ of the (name of corporation) \_\_\_\_\_, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he/she signed his/her name thereto by like order.

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

If Partnership:

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally came \_\_\_\_\_, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of \_\_\_\_\_ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

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

## **IRAN DIVESTMENT ACT CERTIFICATION**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the City of Albany (AGENCY) receive information that a person is in violation of the above-referenced certification, AGENCY will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then AGENCY shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

AGENCY reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

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

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

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

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

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

## **Non-Discrimination and Diversity Statement**

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

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

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

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

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

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



### Living Wage Compliance

City Code § 42-161 requires a living wage be paid to employees by any contractors awarded a contract by the City primarily for furnishing services to or for the City (excluding the purchase of goods or other property, the leasing of property or the development, redevelopment or rehabilitation of real property) and that involves an expenditure by the City to the contractor of at least \$20,000, or the retention by the contractor of fees of at least \$30,000, during a period of one year.

The current Living Wage, as defined by the ordinance is as follows:

If at least 70% of health care benefits are covered by employer:	\$13.92
Other:	\$16.17

Pursuant to the law, every proposal shall include a written commitment by the applicant to pay all covered employees a living wage and shall include a list of job titles and wage levels of all covered employees. Please provide titles and wage levels below for each employee who directly expends his/her time on a contract with the City. Please add additional pages if necessary.

Contract / Agreement: \_\_\_\_\_

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

Job Title	Wage Range

By signing below you are agreeing to pay all covered employees a Living Wage as set forth above for the duration of the contract with the City.

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

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

Email: \_\_\_\_\_

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

# **SAMPLE PROFESSIONAL SERVICES AGREEMENT**

AGREEMENT  
BY AND BETWEEN  
THE CITY OF ALBANY  
AND  
[INSERT CONSULTANT NAME]  
FOR THE PROVISION OF  
[INSERT DESCRIPTION] SERVICES

This Agreement made [REDACTED], 2021 (hereinafter referred to as the “Effective Date”) by and between the CITY OF ALBANY, a New York municipal corporation with its principal offices at 24 Eagle Street, Albany, New York, 12207 (hereinafter referred to as the “CITY”) and [INSERT CONSULTANT NAME], a New York corporation, with its offices located at [INSERT CONSULTANT ADDRESS] (hereinafter referred to as “CONSULTANT”). The CITY and CONSULTANT may collectively be referred to as the “Parties,” or individually as a “Party.”

WITNESSETH

WHEREAS, the CITY issued a Request for Proposals dated [INSERT RFP DATE] (which is hereinafter referred to as the “RFP” and which is incorporated herein, and made a part of this Agreement and marked “EXHIBIT A”) for the provision of [INSERT DESCRIPTION] Services; and

WHEREAS, CONSULTANT submitted a Proposal dated [INSERT PROPOSAL DATE] (which is hereinafter referred to as the “Proposal” and which is incorporated herein, and made a part of this Agreement and marked “EXHIBIT B”) for the provision of said [INSERT DESCRIPTION] Services; and

WHEREAS, the CITY has selected CONSULTANT to provide the said [INSERT DESCRIPTION] Services,

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH IN THIS AGREEMENT, AGREE AS FOLLOWS:

ARTICLE I. SCOPE OF SERVICES

CONSULTANT agrees to provide the Scope of Services for [INSERT DESCRIPTION] Services as set forth in the CITY’S RFP numbered [INSERT RFP NUMBER] and dated [INSERT RFP DATE], a copy of which is incorporated herein. All services and deliverables shall be provided within the time period set forth in Section 4 of the CITY’S RFP. This agreement is non-exclusive. The CITY reserves the right to engage more than one firm or individual to provide the services contemplated herein.

## ARTICLE II. FEES

In consideration of the terms and obligations of this Agreement, the CITY agrees to pay, and CONSULTANT agrees to accept, fees as set forth in CONSULTANT'S Proposal at page [INSERT PAGE NUMBER OR SECTION].

Any task description that does not have a cost associated must be approved by the [INSERT DEPARTMENT NAME] or a designated representative, upon the submission of a task order by CONSULTANT. No task order submitted by CONSULTANT will be accepted that does not include a "not to exceed" quote for that task.

CONSULTANT shall submit to the CITY itemized bills, properly executed claim forms, vouchers, and such other necessary information or supporting documentation as may be required by the CITY in order to process payment.

## ARTICLE III. TERM OF THE AGREEMENT

The term of this Agreement will be [INSERT TERM] years from the Effective Date. The CITY reserves the right to extend the Agreement for [INSERT NUMBER OF EXTENSION PERIODS] additional [INSERT LENGTH OF EXTENSION PERIODS] periods upon budget approval.

## ARTICLE IV. TERMINATION OF AGREEMENT

Notwithstanding any provisions of this agreement, the CITY shall have the right at any time, with or without cause, to terminate the services contemplated by this Agreement upon written notice of such termination. In the event of such termination of this Agreement, CONSULTANT shall be entitled to prorated compensation for all services provided and authorized by the CITY pursuant to this Agreement prior to the written termination notice. Once such prorated compensation has been paid, the CITY shall have no further obligations to CONSULTANT.

## ARTICLE V. RELATIONSHIP

CONSULTANT is, and will function as, an independent contractor under the terms of the Agreement and shall not be considered an agent or employee of the CITY for any purposes, and the employees of CONSULTANT shall not in any manner be, or be held out to be, agents or employees of the CITY.

## ARTICLE VI. COPYRIGHT AND OWNERSHIP OF DOCUMENTS

- A. CONSULTANT agrees that any work eligible for copyright protection under any U.S. or foreign law and prepared by CONSULTANT for the CITY shall be a work made for hire and ownership of all copyrights (including renewals and extensions therein) shall vest in the CITY. In the event that such work prepared by CONSULTANT for the CITY is deemed not to be a work made for hire for any reason, CONSULTANT hereby irrevocably grants, transfers, and assigns to the CITY all rights, title, interest, and copyrights in such work including all renewals and extensions thereof. CONSULTANT hereby agrees to

reasonably assist the CITY in the establishment, preservation, and enforcement of its copyrights in such work without any additional compensation to CONSULTANT. CONSULTANT waives all rights of identification of authorship including rights of approval, restriction, or limitation on use or subsequent modifications.

- B. All documents, including original drawings, estimates, specifications, field notes, and data prepared and furnished by CONSULTANT pursuant to this Agreement shall be the property of the CITY.
- C. This Article shall survive termination of the Agreement.

#### ARTICLE VII. LICENSES

CONSULTANT shall at all times obtain and maintain all licenses required by the State of New York to perform the services contemplated by this Agreement.

#### ARTICLE VIII. ASSIGNMENTS

CONSULTANT is, as per Section 109 of the New York General Municipal Law, prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of its right, title, or interest therein without the previous consent in writing of the CITY.

#### ARTICLE IX. INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall defend, indemnify, and save harmless the CITY, its boards, employees, agents and volunteers, from and against any and all claims, liabilities, actions, demands, damages, losses and expenses (including but not limited, without limitation reasonable attorney's fees and all other costs of defense) arising out of, or in consequence of, any act or omission of CONSULTANT, its employees or agents, including subcontractors, in the direct or indirect performance of CONSULTANT's services. Both Parties shall notify each other in writing within thirty (30) days of any such claims or demands and shall cooperate in the defense of any such actions.

## ARTICLE X. INSURANCE

Notwithstanding the terms, conditions or provisions, in any other writing between the parties, CONSULTANT hereby agrees to effectuate the naming of the CITY, its boards, officers and employees **as additional insureds on a primary and non-contributory basis** on the CONSULTANT's insurance policies, with the exception of the Worker's Compensation.

All policies of insurance required shall be in the following form and content satisfactory to the CITY:

- a) Said insurances 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".
- b) The insurance policies shall state that the organizations coverage shall be primary coverage for the municipality, its boards, officers and employees.
- c) The insurance policies shall state CONSULTANT agrees to indemnify the municipality for any applicable deductibles.
- d) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the CITY.
- e) The insurance policies shall be automatically renewed upon expiration and continued in force unless the CITY is given sixty (60) days written notice to the contrary.

CONSULTANT will be required to procure and maintain at its own expense the following insurance coverage:

- (a) Workers' Compensation and Employer's Liability Insurance: Must show evidence of Worker's Compensation insurance at State statutory limits, a policy or policies providing protection for employees in the event of job-related injuries;
- (b) Commercial General Liability Insurance: A policy or policies of comprehensive general liability insurance of general liability limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate;
- (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 (\$1,000,000.00). 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 of two million dollars (\$2,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate; and

- (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 one million dollars (\$1,000,000.00) 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 of not less than one million dollars (\$1,000,000.00) 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 automobiles, including owned, non-owned and hired.

No work shall commence under the contract until CONSULTANT has delivered to the CITY or its designee proof of issuance of all policies of insurance required by this Agreement to be procured by CONSULTANT. If at any time, any of said policies shall be or become unsatisfactory to the CITY, CONSULTANT shall promptly obtain a new policy and submit proof of insurance of the same to the CITY for approval. Upon failure of CONSULTANT to furnish, deliver, and maintain such insurance as above provided, the Agreement may, at the election of the CITY, be declared suspended, discontinued, or terminated. Failure of CONSULTANT to procure and maintain any required insurance shall not relieve CONSULTANT from any liability under this Agreement, nor shall the insurance requirements be constructed to conflict with the obligations of CONSULTANT concerning indemnification.

#### ARTICLE XI. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by CONSULTANT. Said records shall clearly identify the services provided under this Agreement. Such records shall be subject to periodic and final audit by the CITY upon request. Such records shall be accessible to the CITY for a period of six (6) years following the date of final payment by the CITY to CONSULTANT for the provision of the services contemplated herein.

#### ARTICLE XII. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT's employees, subcontractors and the general contractor and subcontractors, if appropriate, any data or information not previously known to and generated by CONSULTANT or furnished to CONSULTANT and marked "CONFIDENTIAL" by the CITY. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for CONSULTANT to defend itself from any legal action or claim.

#### ARTICLE XIII. MODIFICATIONS

This Agreement may only be modified by a formal written amendment executed by the CITY and CONSULTANT.

ARTICLE XIV. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, or paragraph of this Agreement shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, or paragraphs thereof.

ARTICLE XV. CONTRACT DOCUMENTS

It is understood and agreed by the parties hereto that the following documents are incorporated into this Agreement and become as fully a part of this Agreement as if fully set forth herein:

1. CITY'S RFP dated [INSERT RFP DATE];
2. CONSULTANT'S Proposal dated [INSERT PROPOSAL DATE]; and
3. CONSULTANT'S Living Wage Compliance Form.

In the event of any discrepancy, disagreement, or ambiguity among the documents referenced above, said documents shall be given preference in the following order to interpret and to resolve any such discrepancy, disagreement, or ambiguity:

- i. This Agreement;
- ii. CITY'S RFP dated [INSERT RFP DATE];
- iii. CONSULTANT'S Proposal dated [INSERT PROPOSAL DATE]; and
- iv. CONSULTANT'S Living Wage Compliance Form.

ARTICLE XVI. NO WAIVER

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of the Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

ARTICLE XVII. NOTICES

Any notice required or contemplated herein shall be made upon the Parties as follows:

CITY: Department of Law  
City Hall, Room106  
24 Eagle Street  
Albany, New York 12207

CONSULTANT: [INSERT CONSULTANT NAME AND ADDRESS]



## ARTICLE XVIII. NON-DISCRIMINATION REQUIREMENTS

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, CONSULTANT will not discriminate against any employee, applicant or anyone in the performance of this Agreement because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

Furthermore, in accordance with Section 220-e of the Labor law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, CONSULTANT agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 230 thereof, CONSULTANT agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. CONSULTANT is subject to fines of \$50 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all monies due hereunder for a second or subsequent violation.

## ARTICLE XIX. LIVING WAGE REQUIREMENT

When providing the services contemplated by this Agreement, CONSULTANT must comply with Section 42-161 of the City of Albany Code, which requires payment of a living wage to all its employees working on a service contract. See Exhibit C: Living Wage Compliance Form.

## ARTICLE XX. EXECUTORY

This Agreement shall be deemed executory only for the extent of monies available to the CITY for the performance of the terms hereof and no liability on account thereof shall be incurred by the CITY beyond monies available to or appropriated by the CITY for the purpose of the Agreement and, if applicable, that this Agreement shall automatically terminate upon the termination of State or Federal funding available for such contract purpose.

ARTICLE XXI. GOVERNING LAW

This Agreement shall be governed by and construed according to the laws of the State of New York and City of Albany.

ARTICLE XXII. COUNTERPARTS, FACSIMILE AND ELECTRONIC COPIES

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Any facsimile or electronically transmitted copies hereof or signature hereon shall, for all purposes, be deemed originals.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first written above.

CITY OF ALBANY

[INSERT CONSULTANT NAME]

\_\_\_\_\_  
Katherine M. Sheehan  
Mayor

\_\_\_\_\_  
[INSERT NAME OF BINDING AGENT]  
[INSERT TITLE OF BINDING AGENT]

**NOTARY ACKNOWLEDGEMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared [INSERT NAME OF BINDING AGENT], to me known to be the individual who executed the foregoing instrument, and who, being duly sworn by me did say that he/she/they is [INSERT TITLE OF BINDING AGENT] of the firm, [INSERT CONSULTANT NAME], and that he/she/they has the authority to sign same, and acknowledged that he/she/they executed the same as the act and deed of the firm.

\_\_\_\_\_  
Notary Public, State of New York

**NOTARY ACKNOWLEDGEMENT**

STATE OF NEW YORK     )  
COUNTY OF ALBANY     ) ss.:  
CITY OF ALBANY         )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me personally came Katherine M. Sheehan, to me known and known to me to be the Mayor of the City of Albany, New York and the same person who executed the foregoing instrument; and she acknowledged that she executed the foregoing instrument on behalf of the City of Albany, New York as said Mayor pursuant to the authority vested in her.

\_\_\_\_\_  
Notary Public, State of New York

**EXHIBIT A**

SAMPLE

# **EXHIBIT B**

SAMPLE

**EXHIBIT C**

SAMPLE