



OFFICE OF THE CORPORATION COUNSEL

**REQUEST FOR PROPOSALS
FOR THE PROVISION OF
MUNICIPAL FINE COLLECTION SERVICES**

**PROPOSALS DUE: JULY 16, 2026
AT 2:00 PM**

RFP 2026-12

JUNE 15, 2026

Table of Contents

SECTION 1: PURPOSE	1
SECTION 2: RECEIPT OF PROPOSALS	1
SECTION 3: QUALIFICATIONS OF PROPOSER.....	3
SECTION 4: SCOPE OF SERVICES	5
SECTION 5: TERM OF CONTRACT.....	5
SECTION 6: COST PROPOSAL.....	8
SECTION 7: PROPOSAL EVALUATION	11
SECTION 8: ALTERNATIVES.....	11
SECTION 9: INDEMNIFICATION	12
SECTION 10: SPECIFICATION CLARIFICATION	12
SECTION 11: MODIFICATION AND WITHDRAWAL OF PROPOSALS	13
SECTION 12: INSURANCE AND SECURITY REQUIREMENTS:	13
SECTION 13: NON-COLLUSIVE PROPOSAL CERTIFICATE AND ACKNOWLEDGMENT.....	14
SECTION 14: PROCUREMENT FORMS AND REQUIREMENTS	14
SECTION 15: SUBMISSION REQUIREMENTS	16
NON-COLLUSIVE PROPOSAL CERTIFICATE	17
Living Wage Compliance	18

City of Albany, New York

REQUEST FOR PROPOSALS FOR THE PROVISION OF MUNICIPAL FINE COLLECTION SERVICES

Proposal Number RFP 2026-12
June 15, 2026

IMPORTANT NOTICE:

A restricted period is currently in effect for this Procurement and will remain in effect until approval of the Contract or until such time as the Request for Proposals is withdrawn. Proposers are prohibited from making contact with any City of Albany employee related to this procurement other than the designated contact listed below:

Designated Contacts for this Procurement:

For Clarifications: Robert Magee, Corporation Counsel
rmagee@albanyny.gov

SECTION 1: PURPOSE

- 1.1 The purpose of this Request for Proposal is to identify and retain a qualified Contractor to provide as-needed professional municipal debt collection services to the City of Albany. In the course of enforcing violations of the NYS Fire Prevention and Building Code, the City of Albany Corporation Counsel's office has won more than one and a half million dollars in uncollected code enforcement fines since 2017. The City of Albany seeks a qualified collection agency or law firm with experience and expertise in the enforcement and collection of such fines to assist the City of Albany in the enforcement of these fines. MWBE-Certified vendors are encouraged to submit proposals.
- 1.2 The ensuing contract for these services will commence in or about August 1, 2026, and will terminate on July 31, 2028, with two one-year extension periods to be exercised at the discretion of the City.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Proposers may submit Proposals by mail, hand delivery, or electronically via BidNetDirect.com or www.albanyny.gov/Bids.aspx no later than **July 16, 2026 at 2:00 pm**. If a Proposer chooses to submit a Proposal by mail or hand delivery, then four (4) copies of the Proposal must be received in a sealed envelope marked "Proposal Enclosed – RFP 2026-12 - Provision of Municipal Fine Collection Services" at the address below. If a Proposal is more than 20 pages in length, please

include an electronic version of the Proposal, for example, on a flash drive or compact disc (CD).

Robert Magee
City Hall – Room 106
24 Eagle St
Albany, NY 12207

- 2.2 Each Proposal submitted will be the document upon which the City will make its initial judgment regarding each Proposer's qualifications, methodology, and ability to provide the requested products and services.
- 2.3 Those submitting Proposals do so entirely at their own expense. There is no express or implied obligation by the City to reimburse any entity, 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.
- 2.4 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.
- 2.5 The City 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.
- 2.6 The City reserves the right to award the services, in whole or in part, to one or more entities, firms, and/or individuals.
- 2.7 Any award of this RFP for the services contemplated hereunder shall be conditioned on the later execution of a formal written contract. The City reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract.
- 2.8 Respondents shall avoid submission of marketing materials.
- 2.9 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 Minimum Qualifications. Proposers shall possess the following minimum qualifications.
- A. Proposers shall be legally authorized to conduct business in the State of New York and collection agencies shall possess all licenses and registrations required by applicable law. Law firms shall be authorized to practice law in the State of New York and remain in good standing.
 - B. Proposer shall have a minimum of five years' experience in one or more of the areas of judgment enforcement, governmental collections, municipal code enforcement collections, recovery of civil penalties and fines, asset investigation and post-judgment enforcement; or comparable collection and enforcement services.
 - C. Proposer shall possess sufficient staffing, technology, investigative resources, and administrative capacity to manage an inventory of between 700 and 1,000 judgments and collection matters.
 - D. Preferred Qualifications. While not required, preference may be given to proposers demonstrating one or more of the following:
 - i. Experience collecting municipal code enforcement judgments;
 - ii. Experience recovering civil penalties imposed by courts or administrative tribunals;
 - iii. Experience conducting real property lien enforcement and judgment execution proceedings;
 - iv. Experience collecting debts owed to municipalities or governmental entities;
 - v. Demonstrated success in recovering aged judgments;
 - vi. Established investigative and asset recovery capabilities;
 - vii. Experience pursuing collections against business entities, absentee property owners, and repeat code violators; and
 - viii. Ability to provide both collection services and legal enforcement services through a single engagement.
- 3.2 Each Proposer shall provide a Statement of Qualifications. The Statement of Qualifications shall include the following:

- A. A brief history and description of the entity/firm/individual submitting the Proposal.
- B. Identification of the Proposer's staff members who will be assigned to this engagement if the entity/firm's Proposal is selected. Include summarized information regarding the professional staff members detailing qualifications for performance of the subject services, years and types of experience, education, licensure, certifications, accomplishments, etc. Specify the extent of the availability and commitment of each such professional staff member who will be assigned to this engagement if the entity's Proposal is selected. Specify a project manager and contact person to coordinate the services for the City.
- C. Evidence that Proposer at all times obtains and maintains all licenses, if any, required by Federal, State, and Local Laws to perform the services contemplated by this Agreement and all licenses, certifications, and qualifications to perform the subject services.
- D. At least three (3) references with dates of service, client name, and contact information, including mailing and email addresses as well as telephone numbers. References with operations similar to the City of Albany are preferred.
- E. A signed cover letter from a person within the Proposer who is authorized to make representations on behalf of the Proposer.
- F. Evidence that the Proposer has experience performing the subject services and documentation to substantiate such work experience. The City of Albany will evaluate evidence of Proposer's general experience proving subject services municipalities of the same or similar size as the City of Albany as a "preferential factor" in consideration of the selection of a prospective vendor(s).
- G. Evidence that the entity/firm has properly-trained agents, employees, and/or staff who are experienced and, if necessary, certified for each aspect of the ensuing contract.
- H. The selected Proposer(s) shall furnish, and shall have on hand at all times, ample equipment to properly carry out the work contemplated herein, including such tools or equipment as may be necessary to meet requirements. Equipment shall be in good working order at all times.
- I. Identification of any services that the Proposer intends to subcontract to other entities/firms/individuals, and identify the proposed subcontractors

with their qualifications and contact information, including names, telephone numbers, and mailing and email addresses.

- J. Describe all engagements by a governmental entity of the proposer for work similar to the subject services currently or in the past five years. For each engagement, provide the client name, nature of services provided, term of the engagement, approximate portfolio size, and contact information for a reference.
- K. Provide metrics concerning prior performance, including historical recovery rates, average time to collection, and other metrics demonstrating effectiveness.
- L. The proposal should address initial account review procedures, collectability analysis, asset investigation techniques, use of skip tracing resources, payment plan administration, litigation and enforcement strategies, and recommended procedures for identifying accounts that are likely uncollectible.
- M. Any additional information which would serve to distinguish the Proposer from other Proposers.

3.3 Proposer shall disclose any regulatory actions, license suspensions/revocations, professional discipline, consumer protection enforcement actions, material litigation relating to work similar to the proposed services, contract default or enforcement actions involving the proposer or staff to be assigned to the proposed services occurring or within the past five years.

3.4 The City reserves the right to require one or more proposers to participate in interviews, demonstrations, or oral presentations. The City may request additional information regarding collection methodologies, staffing, performance history, and proposed pricing structures prior to award.

3.5 The City may make such inquiries it deems necessary to determine the ability of each Proposer to provide the products and perform the services contemplated by this RFP. Proposer shall promptly furnish all information and data for this purpose as may be subsequently requested by the City.

SECTION 4: SCOPE OF SERVICES:

4.1 The selected Proposer(s) may be required to perform the following scope of services on an as-needed and non-exclusive basis, and in the manner(s) herein described.

- 4.2 **Background:** The City seeks proposals from qualified law firms, collection agencies, or teams consisting of both legal and collection professionals to assist the City in recovering unpaid judgments, fines, penalties, and related obligations owed to the City. The judgments primarily arise from violations of the NYS Uniform Fire Prevention and Building Code, housing, property maintenance, nuisance abatement, and related municipal enforcement proceedings. The City estimates that it currently possesses approximately \$1.5 million in outstanding judgments that are potentially collectible and that the total inventory of unpaid judgments may exceed \$2.5 million. The City makes no representation regarding the collectability, enforceability, or value of any judgment. Many judgments are expected to be in the approximate range of \$5,000 per account, although amounts may vary substantially.
- 4.3 **Objectives:** The City seeks to maximize lawful recovery of outstanding judgments while ensuring fair treatment of judgment debtors, preserving the City's discretion in enforcement matters, and minimizing administrative burdens on City staff.
- 4.4 **Services Required:** The successful proposer shall provide all labor, personnel, equipment, software, investigative resources, legal services, and administrative support necessary to pursue collection of judgments assigned or referred by the City.

Services may include, but are not limited to:

- i. Review and evaluation of judgments referred by the City.
- ii. Investigation of debtor assets, income sources, business interests, real property holdings, and other information relevant to collection efforts.
- iii. Assessment of collectability and development of collection strategies.
- iv. Demand letters, settlement communications, payment arrangements, and other pre-enforcement collection activities.
- v. Docketing, execution, and enforcement of judgments.
- vi. Bank restraints, executions, income executions, property executions, and other lawful collection remedies.
- vii. Recording and enforcement of judgment liens.
- viii. Investigation of corporate entities, successor entities, alter ego relationships, and other matters affecting collectability.

- ix. Bankruptcy monitoring and filing of claims where appropriate.
- x. Litigation ancillary to judgment enforcement when authorized by the City.
- xi. Negotiation and administration of payment plans, subject to City-approved parameters.
- xii. Periodic reporting concerning collection activities and recoveries.

- 4.5 **Collection Inventory:** The City may refer accounts individually or in batches. The City does not guarantee any minimum number of referrals, minimum dollar value of referrals, or minimum level of recoveries.

The City intends add judgments to the contractor's inventory as necessary.

The City will reserve the right to conduct collection activities independently and settle, compromise, waive, reduce, forgive, suspend, or otherwise resolve any judgment at the City's discretion.

- 4.6 **City Approval Requirements:** The successful proposer shall not undertake any of the following actions without prior authorization from the City's Corporation Counsel:

- i. Commencement of new litigation beyond routine judgment enforcement proceedings;
- ii. Foreclosure actions related to homeowner-occupied residential properties;
- iii. Release or satisfaction of any judgment; or
- iv. Any action that may materially affect City policy interests or create public controversy.

- 4.7 **Reporting Requirements:** Every six months the successful proposer will provide the City with reports identifying, judgments assigned for collection, amounts collected, amounts remitted to the City, outstanding payment plans, accounts determined to be uncollectable, recommendations for further action, any action our authorization needed by the successful proposer from the City to further collection efforts.

The City may require additional reporting as reasonably necessary.

- 4.8 **Compliance:** The successful proposer shall comply with all applicable federal, state, and local laws, rules, regulations, ethical requirements, and court rules

governing debt collection, judgment enforcement, privacy, record retention, and professional conduct.

4.9 **Deliverables**: Deliverables shall include:

- i. Collection and enforcement services;
- ii. Collection strategy recommendations;
- iii. Periodic status reports;
- iv. Recovery and remittance reports;
- v. Documentation supporting all collection activities; and
- vi. Final disposition recommendations for accounts deemed uncollectible.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period for the service contemplated by this RFP will commence on or about August 1, 2026, and will terminate on July 31, 2028, with two one-year extension periods to be exercised at the discretion of the City
- 5.2 The selected Proposer(s) shall be required to execute a contract with the City. A sample City of Albany Professional Services Agreement is available upon request.
- 5.3 The City shall have the right to terminate the contract at any time, with or without cause, upon thirty (30) days written notice.

SECTION 6: COST PROPOSAL:

- 6.1 Please provide a cost Proposal for providing all of the subject services. The City seeks proposals that align the contractor's compensation with successful recoveries and encourages innovative pricing approaches that maximize net revenues to the City.
- 6.2 **Cost Proposal Requirements**: Proposer shall submit a detailed cost proposal describing all fees, costs, expenses, and compensation sought in connection with the services described in this RFP.

The City anticipates that compensation may be based upon a contingency fee arrangement; however, the City will consider alternative compensation structures if demonstrated to be advantageous to the City.

- 6.3 **Preferred Pricing Structure**: The City prefers proposals in which compensation is based primarily upon a percentage of amounts actually collected and received.

For contingency proposals, respondents shall specify:

- i. The percentage of collections proposed as compensation;
- ii. Whether the percentage varies based upon account age, collection stage, or recovery amount;
- iii. Whether litigation-related recoveries are compensated differently;
- iv. Whether the proposed percentage applies to gross recoveries or net recoveries; and
- v. Any minimum fees or guaranteed payments sought.

6.4 **Alternative Pricing Structures:** Respondents may also propose alternative pricing structures, including:

- i. Tiered contingency fee schedules;
- ii. Fixed-fee arrangements;
- iii. Hybrid fixed-fee and contingency arrangements;
- iv. Performance-based compensation models; or
- v. Other innovative compensation approaches.

The City asks that Respondents proposing alternatives explain the anticipated financial benefit to the City.

6.5 **Expenses:** The proposal shall identify all expenses that may be charged to the City, including but not limited to:

- i. Court filing fees;
- ii. Marshal, sheriff, or process service fees;
- iii. Title searches;
- iv. Asset searches;
- v. Recording fees;
- vi. Expert fees; and

- vii. Other third-party costs.

The City reserves the right to reject proposals that require reimbursement of expenses not approved in advance.

6.6 **Revenue Remittance:** The proposer shall describe:

- i. Procedures for handling funds collected;
- ii. Timing of remittances to the City;
- iii. Accounting controls;
- iv. Reporting procedures; and
- v. Internal audit and reconciliation procedures.

6.7 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 without prior written consent by the City.

6.8 **Invoicing Procedures.** Invoices shall be submitted in a form acceptable to the City and shall include, at a minimum the contractor's legal name and address, the contract or RFP reference number, invoice number and invoice date, the billing period covered, a clear description of the services performed during the billing period, the applicable rates or unit prices, if any, the total amount due for the invoice, any supporting documentation reasonably requested by the City. Invoices that do not contain sufficient detail to permit verification of services rendered may be returned unpaid.

Invoices shall be based solely on services actually performed and accepted by the City. If the contract includes milestones, deliverables, or task-based pricing, invoices shall correspond to completed and accepted milestones, deliverables, or tasks, as applicable. No advance payments shall be made unless expressly authorized in writing.

Invoices shall be submitted within 30 days of the rendering of the subject services or as specified in the contract. The City reserves the right to require consolidated or modified invoicing schedules to facilitate review and payment.

Invoices shall be submitted to the City department designated in the contract. Payment is contingent upon the City's review and approval of the invoice and confirmation that the services were performed in accordance with the contract.

If the City disputes any portion of an invoice, the City may withhold payment of the disputed amount while paying the undisputed portion. The contractor shall work promptly with the City to resolve any invoicing disputes.

Payment shall be made in accordance with applicable law and City procedures following receipt and approval of a proper invoice. Acceptance or payment of a portion of an invoice by the City shall not constitute acceptance of deficient or nonconforming services.

The City shall not be responsible for any costs, fees, or expenses not expressly authorized in the contract. Charges for overhead, administrative costs, travel, or reimbursable expenses shall only be permitted if specifically provided for in the contract.

SECTION 7: PROPOSAL EVALUATION:

- 7.1 Proposals shall remain valid until the execution of a contract by the City.
- 7.2 Proposals shall be examined and evaluated by relevant City personnel to determine whether each Proposal meets the requirements of this RFP. A recommendation will be made to the Mayor for a contract award based on the following criteria:
 - A. Proposer's demonstrated capabilities, professional qualifications, and experience in providing the Scope of Work.
 - B. The wherewithal of the Proposer(s) to render the requested services to the City in a timely fashion.
 - C. Total proposed cost.
 - D. Completeness of the Proposal.
- 7.3 The selection of a Proposal will not be based solely on a monetary evaluation. Considerable weight will be given to the experience in the areas required and the track record of the Proposer(s). When evaluating proposals, the City reserves the right to apply either the best value or lowest responsible bidder standard per [Albany City Code §42-157](#).

SECTION 8: ALTERNATIVES:

- 8.1 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 9: INDEMNIFICATION:

- 9.1 To the fullest extent permitted by law, the selected Proposer(s) shall indemnify, defend, and hold harmless the City and its officers, boards, directors, employees, and agents from and against any and all claims, damages, losses, and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or damage to or destruction of property arising out of any act or omission on the part of the selected Proposer, its employees, agents, or subcontractors for any work or services performed on behalf of the City.

SECTION 10: SPECIFICATION CLARIFICATION:

- 10.1 All inquiries with respect to this Request for Proposals shall be **in writing** directed to the following address:

For project clarifications:

Robert Magee
Corporation Counsel
Department of Law
City Hall
24 Eagle Street, Room 106
Albany, New York 12207
E-mail: rmagee@albanyny.gov

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.

- 10.2 All questions about the meaning or intent of the specifications shall be submitted **in writing**. Replies will be posted via the City's website (<https://www.albanyny.gov/Bids.aspx?CatID=17>) and BidNet (<https://www.bidnetdirect.com/new-york/city-of-albany>) along with the electronic version of this RFP. Questions received less than 10 days prior to the closing of the RFP 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.
- 10.3 In addition, any changes, additions or deletions to this RFP will also be posted at the websites listed above, along with the electronic version of this RFP. Respondents should check the City's website frequently for notices of any clarification of or changes, additions, or deletions to this RFP.

SECTION 11: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

- 11.1 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.
- 11.2 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 12: INSURANCE AND SECURITY REQUIREMENTS:

- 12.1 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 at State statutory limits, a policy or policies providing protection for employees in the event of job-related injuries;
 - B. Commercial General Liability (CGL) Insurance: A policy or policies of comprehensive general liability insurance of general liability limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate;
 - C. Errors and Omissions/Professional Liability Insurance: A policy or policies of errors and omissions insurance of limits not less than two million dollars (\$2,000,000);
 - D. 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) 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) 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.

- 12.2 Each policy of insurance required shall be in form and content satisfactory to the Corporation Counsel, and shall provide that:
- A. The City of Albany is named as an additional named insured **on a primary and non-contributing basis**, with exception to the Workers' Compensation Insurance policies.
 - B. All listed 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.
- 12.3 No work shall be commenced under the contract until a selected Proposer has delivered to the Corporation Counsel or their 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(s) to furnish, deliver and maintain such insurance as above provided, the Contract may, at the election of the City, 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.

SECTION 13: NON-COLLUSIVE PROPOSAL CERTIFICATE AND ACKNOWLEDGMENT:

- 13.1 Each Proposer shall complete and submit with their proposal the "Non-Collusive Proposal Certificate" and the "Acknowledgment" found on pages 16 and 17 of this RFP.

SECTION 14: PROCUREMENT FORMS AND REQUIREMENTS:

- 14.1 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 and 2. Non-Discrimination and Diversity Requirements.
- 14.2 Iran Divestment Act: By submission of a proposal in response to this request, ***"each bidder and each person signing on behalf of any bidder 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 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/iran-divestment-act-2012>. 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.

14.3 **Non-Discrimination and Diversity Requirements:** Pursuant to Federal laws and regulations, the New York State Executive Law Article 15-A and the Albany City 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.

A. In furtherance of these rules and principles, the City 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 hereby notifies all Proposers 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.

B. Further, by submission of a Proposal in response to this RFP, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that:

“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."

- 14.4 When providing the services contemplated by this RFP, the selected Proposer(s) 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 the service contract.

SECTION 15: SUBMISSION REQUIREMENTS:

- 15.1 Proposer shall be required to submit a complete Proposal. As outlined in this RFP, all Proposals shall include the following completed forms:
- A. Statement of Qualifications in conformance with all Qualifications listed in Section 3.
 - B. Cost Proposal as outlined in Section 6.
 - C. Non-Collusive Proposal Certificate and Acknowledgment Form as outlined in Section 13.
 - D. An acknowledgment of understanding that by submitting a proposal the Proposer certifies under penalty of perjury the above Iran Divestment Act statement, as outlined in Section 14.2 and the Non-Discrimination and Diversity statement, as outlined in Section 14.3.
 - E. Living Wage Compliance Form as outlined in Section 14.4 and annexed to this RFP.
- 15.2 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

I affirm this ____ day of, _____, 2026, under the penalties of perjury under the laws of the State of New York, which may include a fine or imprisonment, that the foregoing is true, that I have the authority to bind the Proposer, and I understand that this document may be filed in action or proceeding in a court of law.

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.

(date)

(signature)

(name and title)

(name of firm)

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:	\$ 16.72
Other:	\$ 19.43

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.

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.

 Title: _____

 Date: _____

Office Use Only	
Contract No:	
Dates:	