

Albany County Request for Contract Approval

Contract #	2023-1143
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	SC) State Contract
Department	A3110 - Sheriff
Date Submitted	Monday, July 03, 2023
Contact Person	Remmert, Thomas
Contact Phone	() -518
Vendor Info	Audio-Video Corp 213 Broadway, Albany, NY 12204
Estimated Amount	\$89,354.00
Estimated Term	7/17/2023 to 8/31/2023
Scope of Services	Install large video screen and video control equipment in the Emergency Operations Center in Clarksville.
Budget Line Item	AA3110 - 2750EMP21 AA3110 - 2750EMP22 - -
Fiscal Impact	County: 0.00% State: 100.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

Date: July 3, 2023
To: Contract Administration Board (CAB)
From: Craig D. Apple Sr., Sheriff
Subject: Audio & Video Purchase

Briefly, this request is enter into an agreement between Albany County Sheriff's Office and Audio-Video Corporation to install video control equipment at the Emergency Operations Center in Clarksville. Funding is provided by the Emergency Management Performance Grants from NYS fiscal years 2021 and 2022.

Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman
Hon. Bruce A. Hidley, County Clerk

audio video

AUDIO-VIDEO CORPORATION

Your Communication Solutions Partner

SINCE 1946

Audio-Video Corporation

FED ID #14-1426006

213 Broadway

Albany, NY 12204

Phone: (518) 449-7213

Fax: (518) 449-1205

Billing Address

Albany County Sheriff

Albany County Courthouse

16 Eagle Street

Albany NY 12207

USA

Copy

Document Number

22299

Customer No.

c17866

Your Contact

28 Keith Rivers

SALES QUOTATION

Document Date

04/04/23

Provisional No.

X-22128TR

Payment Terms

Pending Credit Approval

Page

1/4

Delivery Address

Greg Chudzinski

Albany County Sheriff

911 Emergency Center

26 Olive Street

Clarksville NY 12067

AVC TIPS CONTRACT 200105

Currency: \$

Description	Quantity	Contract Pricing	Price	Total
Viewsonic LDP135-151 135Inch All-in-One LED Display Solution Kit,1920x1080 Resolution Item Code: AVSG_MISC_EQUIPMENT Manufacturer: AVC	1	ATIPS	76,499.00	76,499.00
AVSG Wallplate Package - 1 Item Code: AVSG_WALLPLATE_PACK Manufacturer: AVC	1	ATIPS	247.00	247.00
AVSG Miscellaneous Cables Connectors and Hardware Item Code: AVSG_MISC_CABLES Manufacturer: AVC	1	ATIPS	73.00	73.00
AVSG Miscellaneous Hardware Item Code: AVSG_MISC_CABLES Manufacturer: AVC	1	ATIPS	280.00	280.00
x-22128TR AVSG Installation Setup and Training Item Code: AVSG_INSTALLATION Manufacturer: AVC	1	ATIPS	8,265.00	8,265.00
AVC Customer Care Agreement Year 1 Item Code: AVSG_CCA_YEAR_1 Manufacturer: AVC	1	ATIPS	3,990.00	3,990.00

Audio-Video Corporation

FED ID #14-1426006
213 Broadway
Albany, NY 12204
USA

Copy

Document Number

22299**SALES QUOTATION**

Document Date

04/04/23

Page

2/4

Currency: \$

Shipping Type: **Deliver & Install**Quotation Subtotal: **\$ 89,354.00**Total Before Tax: **\$ 89,354.00**Total Tax Amount: **\$ 0.00****Total Amount: \$ 89,354.00**

Quotation Valid Until: 05/04/23

Subject to Shipping & Handling and Sales Tax if Applicable**EQUIPMENT WARRANTY:**

All standard manufacturer's equipment warranties apply. Service and technical support provided through Audio-Video Corporation's Certified Full Service Facility. Extended (multi-year) Customer Care Service agreements available – please contact your Account Representative for more information.

ASBESTOS STATEMENT:

Current asbestos regulations require written verification that your environment is either asbestos free or abatement procedures will be completed prior to our on-site work.

NOTE:

Client to provide 120VAC power and IP Network connectivity at equipment locations where required.

NOTE:

This project is subject to payment of prevailing wage rates per Article 8, Section 220, of the NYS Labor Law.

PAYMENT TERMS REQUESTED:

- 25% Deposit with Hard Copy Purchase Order
- 65% to be Invoiced Upon Equipment Delivery, Net 20
- 10% to be Invoiced Upon Completion, Net 20

Audio-Video Corporation

FED ID #14-1426006
213 Broadway
Albany, NY 12204
USA

Copy

Document Number

22299

SALES QUOTATION

Document Date

04/04/23

Page

3/4

Currency: \$

**THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT.
SEE TERMS AND CONDITIONS OF SALE ATTACHED.**

Accepted By

P.O. No.

Signature

Date

**Ship-to Address:
(if different than above)**

**Credit Card Info:
(if applicable)**

Cardholder's Name

Cardholder's Telephone Number & Email Address

TERMS AND CONDITIONS OF SALE

AUDIO-VIDEO CORPORATION, (SELLER) and the purchaser of the items covered by this Sales Order whose name appears on the reverse side hereof, (BUYER), agree that the following Terms and Conditions of Sale shall be applicable to this transaction, except as specifically superseded or amended by a typed statement in the body of this Quotation/Sales Order.

1. **GENERAL** - The terms and conditions of this contract constitute the entire agreement and supersede all previous agreements between the parties. No provisions of purchase orders will prevail in conflict with these terms unless agreed to in writing by an Agent of **AUDIO-VIDEO CORPORATION**. This agreement shall be interpreted and governed by the laws of the State of New York, U.S.A. Buyer agrees that it may be served in the State of New York and appoints the Secretary of the State of New York as his agent to accept Service of Summons.
2. **DELIVERY** - Unless shown to the contrary within the body of this Quotation/Sales Order, all products are shipped F.O.B. Shipping Point of origin and BUYER shall pay all freight and delivery charges. Any special or non-customary handling charges by a carrier shall also be the responsibility of the BUYER. Damage and risk of loss of any nature after delivery shall be at BUYER'S sole risk. SELLER shall not be liable for any default or delay that, for any reason whatsoever, interferes with or impedes production or delivery of the products ordered. All promises of delivery are made in good faith and SELLER shall be diligent in its efforts to fulfill them. SELLER shall not, in any event, be liable for costs or damages for failure to meet the estimated delivery date whether reasonably foreseen or otherwise.
3. **CREDIT** - Notwithstanding the terms stated herein, SELLER may either accelerate or withhold shipment, or both, at anytime that BUYER is in default or in the event that BUYER'S credit becomes unacceptable to SELLER'S credit department.
4. **PAYMENT** - Payment shall be as provided on this Quotation/Sales Order. BUYER agrees to pay 1 % per month interest on all amounts not paid when due. BUYER also agrees to pay any and all expenses incurred by **AUDIO-VIDEO CORPORATION** in the collection of past due amounts.
5. **SECURITY** - **AUDIO-VIDEO CORPORATION** shall have the right, in addition to all other rights it may possess to withhold shipment in whole or in part, to recall goods in transit or to repossess all goods which might be stored with **AUDIO-VIDEO CORPORATION** for the BUYER'S account without the necessity of taking any other proceedings in the event of BUYER default(s) or adverse credit reason(s). The foregoing shall not be construed as limiting in any manner the rights or remedies available to **AUDIO-VIDEO CORPORATION** because of any default(s) of the BUYER under the applicable Uniform Commercial Code as in force and effect.
6. **PRICES** - The prices quoted herein and/or and supplementary schedules, unless otherwise indicated, do not include installation or any sales, use, excise, or similar taxes levied by the United States, or any state in local subdivision thereof, or other governmental agency. BUYER covenants and agrees he shall pay either to SELLER or to the applicable governmental authority any such taxes in the amount applicable to the product or the transactions described in this instrument, and in the event of failure to do so, BUYER agrees to hold SELLER harmless from any claim, cost or expense as a result of failure to make such payment.
7. **ERRORS** - SELLER reserves the right to correct clerical and typographical errors as well as any errors (of omission or commission), or misstatements by any **AUDIO-VIDEO CORPORATION** representative consistent with good business practice.
8. **CUSTOM BUILT EQUIPMENT** - BUYER'S acceptance of the proposal and the receipt of BUYER'S down payment at **AUDIO-VIDEO CORPORATION**, Albany, N.Y. headquarters will constitute authorization to **AUDIO-VIDEO CORPORATION** to begin procurement of raw materials and fabrication for custom-built equipment. Materials procurement and/or fabrication shall not commence until the down payment, in the amount specified herein, has been received at **AUDIO-VIDEO CORPORATION**, ALBANY, N.Y.
9. **CANCELLATION** - Cancellation of this order by BUYER shall obligate BUYER to pay a fifteen percent (15%) cancellation charge, plus all expenses incurred in commitments made by SELLER and all unrecoverable costs incurred by SELLER.
10. **RETURN OF GOODS** - Acceptance of goods for return shall be made only with prior written authorization by SELLER and in accordance with SELLER'S standard policy relevant to restocking charges.
11. **BREACH** - In the event of Breach of BUYER or termination of the contract by SELLER as a result of BUYER'S credit position, SELLER shall be entitled to recover loss of profits, termination or cancellation charges and all other damages obtainable under the Commercial Code of the State of New York and costs of collection including reasonable attorney 's fees. Interest shall be awarded and paid at the rate of 12% per annum or the highest legal rate in the state of jurisdiction, whichever is lesser.
12. **WARRANTY** - Any product supplied or service performed by **AUDIO-VIDEO CORPORATION** is warranted in regard to workmanship for the period provided in the equipment manufacturer's warranty. NO OTHER WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH WITHIN THE BODY OF THIS QUOTATION/ SALES ORDER. Insofar as equipment manufactured and/or fabricated by **AUDIO-VIDEO CORPORATION**, the liability of **AUDIO-VIDEO CORPORATION** shall be limited to written warranty policy specifically set forth within the body of this Quotation/Sales Order.
13. **CLAIMS** - Claims for defective goods must be made within 30 days after receipt of shipment. Shipment is made at BUYER'S expense and risk and all claims for merchandise damage in shipment, or for undelivered merchandise must be made with the forwarder by the consignee. SELLER will not be responsible for shortages that are not reported within 10 days after receipt of shipment. SELLER shall have no liability for repair or replacement of equipment damaged in shipment or damaged as determined in the judgment of SELLER by neglect or misuse, willful or otherwise.
14. **DAMAGES** - BUYER specifically agrees that SELLER shall not be liable for any damages, injury, loss of profit, delays or any other consequential or prospective loss or damage suffered through use of the equipment purchased herewith, or by reason of the equipment's failure to perform. BUYER further agrees that in any event, recovery against SELLER or the equipment manufacturer shall be limited to repayment of the purchase price upon return of equipment or to repair and replacement of defective parts, but such recovery shall not exceed the purchase price of the equipment unless otherwise stated in the body of this Quotation / Sales Order.
15. **CONSTRUCTION** - In the event any provisions of this agreement is not enforceable, all other terms and provisions of this agreement, nevertheless shall remain in full force and effect.



audio video

AUDIO-VIDEO CORPORATION

CUSTOMER CARE*	YEAR 1	YEAR 2+
Unlimited telephone technical support to diagnose, troubleshoot and repair any system related abnormality	✓	✓
Same day telephone response time, guaranteed Monday through Friday 8:00AM to 5:00PM	✓	✓
AVC service center will open a job ticket and track all service issues until resolved	✓	✓
All standard shipping and freight charges included at no extra cost	✓	✓
Software updates and upgrades, as released by the manufacturer to resolve system failures. Some manufacturers may require yearly software subscriptions at additional cost	✓	✓
Minor programming changes to improve system functionality by client request	✓	✓
A trained and certified technician will provide on-site technical support and labor to repair and/or replace faulty equipment	✓	✓
Labor and travel expense to replace projector lamps (customer is responsible for the cost of the lamp)	✓	✓
Provide escalation management support and oversight to resolve critical issues with manufacturers	✓	✓
Annual business review to assess open cases, updates, future technology upgrades and on-going service management	✓	✓
One day system preventative maintenance visit (Customer is responsible to schedule visit at their convenience)		✓
System Failure caused by Acts of God, negligence or sabotage are not covered under this Customer Care Agreement		
*Equipment repair/replacement costs are subject to manufacturer warranties *Out of warranty repair estimates to be quoted on a time and material basis *Customer care can be further tailored for additional support based on client requirements		



FEMA

February 9, 2023

To: Aleatha Mudd, Preparedness Officer, Region II
From: Jagdish Tarpara, Environmental Protection Specialist, GPD
Subject: EHP Review Completion for 2021-EP-00002 (45281) Clarksville NY Display Screens

Documentation for the following project was submitted to the Grant Programs Directorate (GPD) for Environmental and Historic Preservation (EHP) review.

Project Description: Albany County 9-1-1 Center: Install multiple video panels (display screens) at new EOC.
Grant Recipient: NYS DHSES
Project Location: 58 Verda Avenue, Clarksville NY
Grant Number(s): 2021-EP-00002
Case Number: 2021-EP-00002 (45281)
Grant Program: EMPG

The materials submitted were reviewed according to the National Environmental Policy Act (NEPA) of 1969, the National Historic Preservation Act (NHPA) and other EHP laws, regulations, and Executive Orders.

After review of the documentation provided, the environmental review is now completed in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01. Please inform the recipient that because of this determination their project has been approved for EHP compliance, subject to the conditions outlined below. In addition, where subrecipients are involved, I request you remind the recipient of their responsibility to ensure subrecipients comply with these conditions.

Special Conditions: None.

Standard Conditions:

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

EHP Completion Letter

EHP Case Number: 2021-EP-00002 (45281)

- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

This is official documentation and must be retained as part of the project record. A copy of this letter will be added to the grant file that includes this project.

If you have further questions please contact GPDEHPinfo@fema.dhs.gov.

Donaldson, Cathy

From: Remmert, Thomas
Sent: Tuesday, May 30, 2023 10:01 AM
To: Donaldson, Cathy
Cc: Miller, Doug; Demarest, Kevin; Chudzinski, Gregory
Subject: FW: APPROVAL for EHP form for display screens in new EOC

Hi Cathy,
That P.O. you've been holding for the EOC monitor is OK to send. You can attach this as evidence of the approval.
Thanks,
Tom

From: Riley, Beverly (DHSES) <Beverly.Riley@dhses.ny.gov>
Sent: Tuesday, May 30, 2023 9:55 AM
To: Remmert, Thomas <Thomas.Remmert@albanycountyny.gov>
Cc: Miller, Doug <Doug.Miller@albanycountyny.gov>; Noonan, Megan <Megan.Noonan@albanycountyny.gov>; Demarest, Kevin <Kevin.Demarest@albanycountyny.gov>; Chudzinski, Gregory <Gregory.Chudzinski@albanycountyny.gov>
Subject: RE: APPROVAL for EHP form for display screens in new EOC

Hi there.

This request is approved. Please keep a copy of this correspondence with your grant records.

Ty
b

From: Remmert, Thomas <Thomas.Remmert@albanycountyny.gov>
Sent: Friday, May 26, 2023 9:26 AM
To: Riley, Beverly (DHSES) <Beverly.Riley@dhses.ny.gov>
Cc: Miller, Doug <Doug.Miller@albanycountyny.gov>; Noonan, Megan <Megan.Noonan@albanycountyny.gov>; Demarest, Kevin <Kevin.Demarest@albanycountyny.gov>; Chudzinski, Gregory <Gregory.Chudzinski@albanycountyny.gov>
Subject: RE: APPROVAL for EHP form for display screens in new EOC

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Hi Beverly,
Below is what I think they are looking for. Should I email it to them directly?
If not, can you just cut and paste it?
Thanks,
Tom Remmert

1. The grantee just needs to send us an email requesting approval to make the changes to the grants used and the project changes. In the request, they need to tell us all grants that will be used, and the reason they need to use funding from the additional grant(s). It's usually because the project cost more than originally expected. They also need to explain the minor changes to the projects.

Ty
b

From: Remmert, Thomas <Thomas.Remmert@albanycountyny.gov>

Sent: Wednesday, April 5, 2023 10:23 AM

To: Riley, Beverly (DHSES) <Beverly.Riley@dhses.ny.gov>

Cc: Miller, Doug <Doug.Miller@albanycountyny.gov>; Noonan, Megan <Megan.Noonan@albanycountyny.gov>

Subject: RE: APPROVAL for EHP form for display screens in new EOC

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Hi Beverly,

We have made some changes to the scope of the project. I have revised the EHP form and attached it.

I think it's a minor change.

We have modified it to add the EMPG22 grant and to add one large screen on the center wall of the EOC. This is in addition to the screens already approved for the two walls to either side of the center wall. The large screen will replace the TV screens shown on the center wall in the pictures in the original form.

I made notes on the form where I made updates as follows:

Page 2 of 12 – Added EMPG22 grant and added an updated scope to the description

Page 4 of 12 – Added the large screen to the list of equipment

Page 7 of 12 – Added information to item 1. a. under the explanation of where the equipment will be installed

Added page 43 which is a revised picture showing the location of the additional screen. I attached a copy of the picture to this email so you can see what we are proposing.

Let me know if this is sufficient.

Thanks,

Tom Remmert

From: Riley, Beverly (DHSES) <Beverly.Riley@dhses.ny.gov>

Sent: Monday, February 13, 2023 8:26 AM

To: Remmert, Thomas <Thomas.Remmert@albanycountyny.gov>

Cc: Miller, Doug <Doug.Miller@albanycountyny.gov>

Subject: RE: APPROVAL for EHP form for display screens in new EOC

Hi there.

Please find the attached approval letter from FEMA.

Please keep this with your files. Please also not if there are ANY changes to scope of work it will require a re-evaluation for compliance.

Ty
b

From: Remmert, Thomas <Thomas.Remmert@albanycountyny.gov>
Sent: Wednesday, January 18, 2023 10:56 AM
To: Riley, Beverly (DHSES) <Beverly.Riley@dhSES.ny.gov>
Cc: Miller, Doug <Doug.Miller@albanycountyny.gov>
Subject: EHP form for display screens in new EOC

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Hi Beverly,

We would like to use some of the EMPG21 grant money for display that will be mounted to the wall in the new EOC which is part of the brand new building being built in Clarksville. I have attached the EHP form for this. Let me know if I should make any changes, additions or deletions. It is part of the same project that Doug Miller got approval for cameras and an access system. I used some of the information from his EHP form. Of course, the displays will all be indoors.

Thanks for your help.

Tom Remmert

Thomas M. Remmert
Deputy Director Emergency Management
Albany County Sheriff's Office
Clarksville Station
PO Box A, 58 Verda Ave. Clarksville, NY 12041
W-518-720-8026 C-518-281-9961 Fax 518-720-8031
thomas.remmert@albanycountyny.gov

Confidentiality Notice: This fax/e-mail transmission, with accompanying records, is intended only for the use of the individual or entity to which it is addressed and may contain confidential and/or privileged information belonging to the sender, including individually identifiable health information subject to the privacy and security provisions of HIPAA. This information may be protected by pertinent privilege(s), e.g., attorney-client, doctor-patient, HIPAA etc., which will be enforced to the fullest extent of the law. If you are not the intended recipient, you are hereby notified that any examination, analysis, disclosure, copying, dissemination, distribution, sharing, or use of the information in this transmission is strictly prohibited. If you have received this message and associated documents in error, please notify the sender immediately for instructions. If this message was received by e-mail, please delete the original message.

Confidentiality Notice: This fax/e-mail transmission, with accompanying records, is intended only for the use of the individual or entity to which it is addressed and may contain confidential and/or privileged information belonging to the sender, including individually identifiable health information subject to the privacy and security provisions of HIPAA. This information may be protected by pertinent privilege(s), e.g., attorney-client, doctor-patient, HIPAA etc., which will be enforced to the fullest extent of the law. If you are not the intended recipient, you are hereby notified that any examination, analysis, disclosure, copying, dissemination, distribution, sharing, or use of the information in this transmission is strictly prohibited. If you have received this message and associated documents in error, please notify the sender immediately for instructions. If this message was received by e-mail, please delete the original message.

Confidentiality Notice: This fax/e-mail transmission, with accompanying records, is intended only for the use of the individual or entity to which it is addressed and may contain confidential and/or privileged information belonging to the sender, including individually identifiable health information subject to the privacy and security provisions of HIPAA. This information may be protected by pertinent privilege(s), e.g., attorney-client, doctor-patient, HIPAA etc., which will be

TIPS CONTRACT 230105

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Audio-Video Corporation
Vendor Authorized Signatory Name: Scott VanRoy
Vendor Authorized Signatory Title: Director of Business Development
Vendor Authorized Signatory Email: vanroy@audiovideocorp.com
Vendor Address: 213 Broadway
City: Albany State: NY Zip Code: 12204

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES. VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

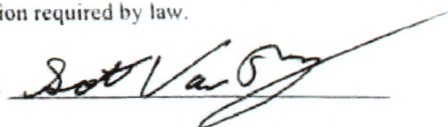
OPTION 2 – WAIVER OF CONFIDENTIALITY – NO. VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: _____



TIPS VENDOR AGREEMENT

TIPS RFP 230105 Technology Solutions, Products, and Services

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Audio-Video Corporation

(ENTER ENTITY NAME)

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS “(TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
10. **Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,

INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**
- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
 - B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate
Automobile Liability: \$300,000 Includes owned, hired & non-owned
Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: Audio-Video Corporation

Vendor Address: 213 Broadway

City: Albany State: NY Zip Code: 12204

Vendor Authorized Signatory Name: Scott VanRoy

Vendor Authorized Signatory Title: Director of Business Development

Vendor Authorized Signatory Phone: 518-449-7213

Vendor Authorized Signatory Email: vanroy@audiovideocorp.com

Vendor Authorized Signature:  Date: 2-14-2023

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 5/5/2023



230105

**Audio Video Corporation
Supplier Response**

Event Information

Number: 230105

Title: Technology Solutions, Products, and Services

Type: Request for Proposal

Issue Date: 1/5/2023

Deadline: 2/17/2023 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.

IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT **OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS**

**"TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES"
CONTRACT WILL BE TERMINATED AND REPLACED BY THIS
CONTRACT.**

**IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 WHICH COVERS ALL OF
YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED
TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH
CONTRACTS OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS,
PRODUCTS, AND SERVICES" CONTRACT.**

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Audio Video Corporation Information

Contact: Scott VanRoy
Address: 213 Broadway
Albany, NY 12204
Phone: (518) 449-7213
Email: vanroy@audiovideocorp.com
Web Address: www.audiovideocorp.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Scott VanRoy

Signature

Submitted at 2/16/2023 09:05:27 AM (CT)

vanroy@audiovideocorp.com

Email

Requested Attachments

Pricing Form 1

Copy of TIPS 230105 Pricing Form 1 -Final 2.16.23.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

230105 Pricing Form 2 (1) FINAL.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents

TIPS MSRP Price Lists 2023.zip

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement

230105 Vendor Agreement (1) FINAL.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

SIGNED TIPS VENDOR SIGNATURE FORM.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form

230105 Reference Form (1).xls

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

SIGNED TIPS CONFIDENTIALITY CLAIM FORM.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

W-9 TIPS.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.

These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

No

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

New York State and Vermont

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Audio-Video Corporation founded in 1946 has been the premier provider of audio visual equipment and services in upstate NY and New England for decades. Collectively, our team has hundreds of years of experience providing audio visual communication systems to some of the most prestigious institutions in the world. Clientele includes; Dozens of K-12 school districts both public and private, Community College's, local Police and Fire Departments, United States Military Academy, Cornell University, State university of New York, General Electric, Knolls Atomic Power Laboratory, Syracuse University, United States Department of Homeland Security, NYS Emergency Management Office , Corning and many more.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Scott VanRoy

7 Primary Contact Title

Primary Contact Title

Director of Business Development

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

vanroy@audiovideocorp.com

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

5184497213

10 Primary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

5184491205

1 1	Primary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). 5183690487
1 2	Secondary Contact Name Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract. Jon Higgins
1 3	Secondary Contact Title Secondary Contact Title Sales
1 4	Secondary Contact Email Please enter a valid email address that will definitely reach the Secondary Contact. higgins@audiovideocorp.com
1 5	Secondary Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. 5184497213
1 6	Secondary Contact Fax Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). 5184491205
1 7	Secondary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). 5184237932
1 8	Administration Fee Contact Name Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract. Amy Shadlock
1 9	Administration Fee Contact Email Please enter a valid email address that will definitely reach the Administration Fee Contact. Shadlock@audiovideocorp.com

20 Administration Fee Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

21 Purchase Order and Sales Contact Name

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

22 Purchase Order and Sales Contact Email

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

23 Purchase Order and Sales Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

24 Company Website

Company Website (Format - www.company.com)

25 Entity D/B/A's and Assumed Names

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

26 Primary Address

Primary Address

27 Primary Address City

Primary Address City

28 Primary Address State

Primary Address State (2 Digit Abbreviation)

2 9	Primary Address Zip Primary Address Zip 12204
3 0	Search Words Identifying Vendor Please list all search words and phrases to be included in the TIPS database related to your entity. Do not list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation. Audio, Video, Audiovisual, AV, Projector, Sound, Lighting, Screen, Crestron, Sony, Panasonic, Extron, Installation, Integration, Service,
3 1	Certification of Vendor Residency (Required by the State of Texas) Does Vendor's parent company or majority owner: (A) have its principal place of business in Texas; or (B) employ at least 500 persons in Texas? Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award. No
3 2	Vendor's Principal Place of Business (City) In what city is Vendor's principal place of business located? Albany
3 3	Vendor's Principal Place of Business (State) In what state is Vendor's principal place of business located? NY
3 4	Vendor's Years in Business How many years has the business submitting this proposal been operating in its current capacity and field of work? 76
3 5	Certification Regarding Entire TIPS Agreement Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. Does Vendor agree? Yes

**3
6** Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

If you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

0%

**3
7** Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes

**3
8** Volume and Additional Discounts

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

3
9

"Catalog Pricing" and Pricing Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

4 0 EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes

4 1 TIPS Sales Reporting Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

4 2 TIPS Administration Fee Requirement and Acknowledgment

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

4 3 TIPS Member Access to Vendor Proposal & Documentation

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

4 Non-Collusive Bidding Certificate

4

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

4 Antitrust Certification Statements (Tex. Government Code § 2155.005)

5

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

4 Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272

6

This is a requirement of the TIPS Contract and is non-negotiable.

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

4
7**Required Confidentiality Claim Form**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

4
8**Non-Discrimination Statement and Certification**

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☒ Yes, I certify (Yes)

4
9**Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☒ Yes, I Agree (Yes)

50 Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

51 No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☒ Yes, Vendor agrees (Yes)

52 Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☒ Yes, Vendor agrees (Yes)

53 Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

5 Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

4

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes ☐

5 Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

5

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes ☐

**5 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex.
6 Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association."

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

When applicable, does Vendor certify?

Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

58 Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

59 Felony Conviction Notice - Texas Education Code 44.034

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

60 Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

No response

61 Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes

62 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes

**6
5** **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

**6
6** **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

6 **Suspension or Debarment Certification**

7 Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

6 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

8 Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

69 Certification Regarding "Choice of Law" Terms with TIPS Members

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

70 Certification Regarding "Venue" Terms with TIPS Members

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

71 Certification Regarding "Automatic Renewal" Terms with TIPS Members

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

7
2 **Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

7
3 **Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

7
4 **2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

7 5 2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

7 6 2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

7 7 2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

7 2 CFR Part 200 or Federal Provision - Clean Air Act

8

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes

7 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment

9

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes

8 0 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes ☐

8 1 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

8 2 2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes ☐

8 3 2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

Yes ☐

8 4 2 CFR Part 200 or Federal Provision - Rights to Inventions

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

Yes ☐

8 5 2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes

8 2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**6**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

8 2 CFR Part 200 or Federal Provision - Contract Cost & Price**7**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

8 2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**8**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

8 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes

9 2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes

**9
1 2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

☒ Yes, Vendor certifies

**9
2 2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

☐ Yes

9
3**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

9
4**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

9
5**2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

9
6**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

9
7

2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (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;
- (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 ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

9
8

ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230105 Technology Solutions, Products, and Services	Audio-Video Corporation		
TIPS REFERENCE FORM			
All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.			
You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.			
Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniversity.edu	800-111-2222
Cornell University	Instructional Technologist - Jake Lopez	jml527@cornell.edu	607-731-6272
Burnt Hills - Ballston Lake School District	Superintendent - Patrick McGrath	pmcgrath@bhl.org	518-399-9141
SUNY Clinton Community College	IT Director- Rick Batchelder	rick.batchelder@clinton.edu	518-562-4106
Champlain College	Information Services - Kevin Andrews	andrewsk@champlain.edu	802-865-6548

Albany County Request for Contract Approval

Contract #	2023-1144
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A3110 - Sheriff
Date Submitted	Monday, July 03, 2023
Contact Person	Miller, Doug
Contact Phone	() -518
Vendor Info	MES-Municipal Emergency Services Lawmen Supply Company 2038 Central Ave, Albany , Ny 12205
Estimated Amount	\$42,009.00
Estimated Term	7/3/2023 to 7/2/2024
Scope of Services	Purchase Emergency Service Equipment for Albany County Sheriff's Office and allows Albany Fire, Guilderland Fire, & Slingerlands Fire to utilize this bid and pricing.
Budget Line Item	AA3110 - 22750 - - -
Fiscal Impact	County: 0.00% State: 100.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400

WWW.ALBANYCOUNTYSHERIFF.COM

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

Date: July 3, 2023
To: Contract Administration Board (CAB)
From: Craig D. Apple Sr., Sheriff
Subject: Emergency Services Equipment

Briefly, this request is enter into an agreement between Albany County Sheriff's Office and Municipal Emergency Services Lawmen Supply Company to purchase emergency services equipment for our regional search and rescue teams. This purchase is funded by NYS Department of Homeland Security FY2020 Technical Grant. This RFB also allows Albany Fire, Guilderland Fire and Slingerlands Fire to utilize this bid and pricing.

Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman
Hon. Bruce A. Hidley, County Clerk

Vendor:			MES		
Agency	ITEM	Item #	PRICE EACH	QUANTITY	Total Cost
ACSO	CMC ATOM RESCUE HARNESS-LARGE	202125	\$414.30	2	\$828.60
ACSO	CMC ATOM RESCUE HARNESS-MEDIUM	202124	\$414.30	2	\$828.60
ACSO	CMC RESCUE HARNESS-SMALL	202122	\$414.30	2	\$828.60
ACSO	ROCK N RESCUE CON TERRA HITCH PLATE	RHP1	\$218.60	2	\$437.20
ACSO	CMC AZTEK ProSeries System	500104	\$426.45	6	\$ 2,558.70
ACSO	CMC PROSERIES ALUMINUM KEY-LOCK CARABINERS	300233	\$ 44.77	40	\$ 1,790.80
ACSO	CMC STAINLESS STEEL CARABINER	300011	\$ 44.77	12	\$ 537.24
ACSO	KASK ZENITH X HELMET	346313	\$ 139.49	6	\$ 836.94
ACSO	PRINCETON TEC EOS II INTRINSICALLY SAFE HEADLAMP	130625	\$ 59.50	6	\$ 357.00
ACSO	CMC LIFESAVER VICTIM CHEST HARNESS	202404	\$ 137.55	2	\$ 275.10
ACSO	CMC PROSERIES RADIO HARNESS	240029	\$ 93.94	6	\$ 563.64
ACSO	CMC SHASTA GEAR BAG™	440423	\$ 207.17	6	\$ 1,243.02
ACSO	CMC 18" SEWN PRUSIK - RED	293083	\$ 18.40	20	\$ 368.00
ACSO	CMC 25" SEWN PRUSIK - GREEN	293086	\$ 18.40	20	\$ 368.00
ACSO	CMC RAPPEL GLOVES, X-LARGE	250205	\$ 49.48	4	\$ 197.92

ACSO	CMC RAPPEL GLOVES, LARGE	250204	\$ 49.48	4	\$ 197.92
ACSO	CMC RAPPEL GLOVES, MEDIUM	250203	\$ 49.48	4	\$ 197.92
ACSO	CMC RAPPEL GLOVES, MEDIUM	250202	\$ 49.48	4	\$ 197.92
ACSO	PETZL I'D SELF BRAKING DESCENDER	D020BA00	\$ 239.96	6	\$ 1,439.76
ACSO	CMC PRUSIK CORD & LOAD RELEASE HITCH CORD	293039	\$ 194.00	4 @ 200 FT EACH	\$ 776.00
ACSO	CMC ROPE BAG #1 (ORANGE)	430101	\$ 54.30	2	\$ 108.60
ACSO	CMC ROPE BAG #3 (BLACK)	430305	\$ 81.45	2	\$ 162.90
ACSO	CMC ROPE BAG #3 (RED)	430303	\$ 81.45	1	\$ 81.45
ACSO	CMC ROPE BAG #3 (BLUE)	430432	\$ 81.45	1	\$ 81.45
ACSO	CMC ROPE BAG #3 (YELLOW)	430307	\$ 81.45	1	\$ 81.45
ACSO	CMC ROPE BAG #3 (ORANGE)	430301	\$ 81.45	1	\$ 81.45
ACSO	1" TUBULAR WEB (BLUE)	200102	\$ 0.45	105 FT	\$ 47.25
ACSO	1" TUBULAR WEB (YELLOW)	200107	\$ 0.45	108FT	\$ 48.60
ACSO	1" TUBULAR WEB (GREEN)	200106	\$ 0.45	100FT	\$ 45.00
ACSO	PETZL PAW RIGGING PLATE (MEDIUM)	G063BA01	\$ 42.11	2	\$ 84.22
ACSO	NFPA THROWLINE BAG SET	291775	\$ 135.37	4	\$ 541.48
ACSO	CMC PROSWIVEL PULLEYS 1.5" DOUBLE SWIVEL PULLEY	300432	\$ 131.96	2	\$ 263.92

ACSO	CMC PROSWIVEL PULLEYS 1.5" PMP SS SINGLE SWIVEL PULLEY	300430	\$ 118.34	6	\$ 710.04
ACSO	CMC ASCENDER	341103	\$ 93.96	4	\$ 375.84
ACSO	PATIENT TIE-IN SYSTEM, ONE-PIECE LITTER	724151	\$ 275.85	1	\$ 275.85
ACSO	PATIENT TIE-IN SYSTEM, PELVIC HARNESS	724153	\$ 265.63	1	\$ 265.63
ACSO	ADJUSTABLE FOOT LOOP (ETRIER)	201195	\$ 41.72	6	\$ 250.32
ACSO	PETZL ASAP LOCK	B071BA00	\$ 218.89	6	\$ 1,313.34
ACSO	PETZL ASAP'SORBER AXESS	L071CB00	\$ 43.75	6	\$ 262.50
ACSO	PETZL ASCENSION (RIGHT HAND)	B17ARA	\$ 73.02	6	\$ 438.12
ACSO	PETZL ASCENSION (LEFT HAND)	B17ALA	\$ 72.94	4	\$ 291.76
ACSO	CMC 1.1" PMP Single Swivel Pulley	300434	\$ 80.88	14	\$ 1,132.32
ACSO	CMC EDGE PAD	294025	\$ 80.99	4	\$ 323.96
ACSO	CMC EDGE GUARD	294029	\$ 40.06	4	\$ 160.24
ACSO	CMC ANCHOR STRAP	201024	\$ 67.00	2	\$ 134.00
ACSO	CMC COBRA-D UNIFORM RAPPEL BELT	202400	\$ 90.31	25	\$ 2,257.75
ACSO	CMC RIGTECH PACK (RED)	441103	\$ 218.19	1	\$ 218.19
ACSO	CMC RIGTECH PACK (BLUE)	441102	\$ 218.19	1	\$ 218.19
ACSO	CMC CLUTCH BY HARKEN INDUSTRIAL	335013	\$ 661.97	4	\$ 2,647.88
					\$27,732.58

Vendor:			MES		
Agency	ITEM	Item #	PRICE EACH	QUANTITY	Total Cost
AFD	The Ripper Interfacing with Milwaukee® 18 Volt 2853-20		\$471.53	1	\$ 471.53
AFD	Petzl ASAP LOCK	B071BA00	\$ 218.89	3	\$ 656.67
AFD	Petzl ASAP'Sorber Axess	L071CB00	\$ 43.75	3	\$ 131.25
AFD	Petzl Petzl OK Triact-Lock Carabiner	M33A TL	\$ 15.30	10	\$ 153.00
AFD	CMC Patient Tie In System for one-piece litter	724151	\$ 276.05	1	\$ 276.05
AFD	Mustang WATER RESCUE SUIT Medium	MSD576 02	\$ 1,383.30	1	\$ 1,383.30
AFD	Petzl MAESTRO L	D024BA00	\$ 432.22	1	\$ 432.22
AFD	Yates 905 Spreader Bar	905 Spreader Bar	\$ 322.96	1	\$ 322.96
AFD	CMC LOTUS TECH PACK	441120	\$ 174.53	2	\$ 349.06
AFD	CMC PATIENT TIE-IN SYSTEM, Pelvic Harness	724153	\$ 265.63	1	\$ 265.63
AFD	Petzl Grillon, 3M adjustable lanyard	L052AA01	\$ 164.16	4	\$ 656.64
AFD	Petzl EASHOOK OPEN	M043AA00	\$ 34.99	10	\$ 349.90
AFD	Petzl ABSORZBICA - Y MGO	L012BA00	\$ 184.40	1	\$ 182.40
AFD	Petzl Progress Adjust-Y	L044AA00	\$ 65.64	6	\$ 393.84
AFD	Petzl Ring Open	P28	\$ 20.40	6	\$ 122.40
AFD	Petzl CAPTIV	M093AA00	\$ 16.02	2	\$ 32.04
AFD	CMC Tubular Web, RED	200103	\$0.45/FT	300'	\$135.00
AFD	CMC Tubular Web, Blue	200102	\$0.45/FT	300'	\$135.00
AFD	CMC Tubular Web, Green	200106	\$0.45/FT	300'	\$135.00

AFD	CMC Tubular, Yellow	200107	\$0.45/FT	300'	\$135.00
AFD	CMC Tubular, Black	200105	0.45/FT	300'	\$135.00
					\$ 6,853.89

Vendor:			<u>MES</u>		
Agency	ITEM	Item #	PRICE EACH	QUANTITY	Total Cost
SFD	CMC ATOM GLOBAL QUICK HARNESS, SMALL	202127	\$ 457.24	3	\$ 1,371.72
SFD	CMC ATOM GLOBAL QUICK HARNESS, MEDIUM	202128	\$ 457.24	3	\$ 1,371.72
SFD	CMC ATOM GLOBAL QUICK HARNESS, LARGE	202129	\$ 457.24	3	\$ 1,371.72
SFD	CMC STATIC-PRO LIFELINE, Blue, 1/2	281202	\$ 284.64	200'	\$ 284.64
SFD	CMC STATIC-PRO LIFELINE, Red, 1/2	281203	\$ 1.42	400'	\$ 568.00
SFD	CMC STATIC-PRO LIFELINE, Orange	281201	\$ 1.42	300'	\$ 426.00
SFD	CMC STATIC-PRO LIFELINE, Blue, 1/2	281202	\$ 1.42	300'	\$ 426.00
SFD	CMC STATIC-PRO LIFELINE, White, 1/2	281200	\$ 1.25	600'	\$ 750.00
SFD	CMC STATIC-PRO LIFELINE, Yellow, 1/2	281207	\$ 1.42	600'	\$ 852.00
					\$ 7,421.80

MES TOTAL: \$42,008.27

Albany County Request for Contract Approval

Contract #	2023-1146
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	SC) State Contract
Department	A3020 - Emergency 911
Date Submitted	Monday, July 03, 2023
Contact Person	Demarest, Kevin
Contact Phone	() -518
Vendor Info	Fire, Security & Sound System, Inc. 4 Avis Drive-Suite 110, Latham, NY 12110
Estimated Amount	\$20,088.00
Estimated Term	7/3/2023 to 7/2/2026
Scope of Services	Annual Fire Alarm Testing & Inspection agreement at the Albany County Sheriff's E911 Center
Budget Line Item	AA3020 - 44046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400

WWW.ALBANYCOUNTYSHERIFF.COM

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

Date: July 3, 2023
To: Contract Administration Board (CAB)
From: Craig D. Apple Sr., Sheriff
Subject: Annual Fire P/M - NYS OGS Contract #PT68795SB

Briefly, this request is enter into an agreement between Albany County Sheriff's Office and Fire, Security & Sound Systems, Inc. for annual and semi-annual fire alarm testing and inspection services located at the E911 Center.

Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman
Hon. Bruce A. Hidley, County Clerk



Fire, Security & Sound Systems, Inc.
"The Name Says It All"

24 Hours / 7 Days
 (518) 250-4364

4 Avis Drive- Suite 110
 Latham, NY 12110

2023 FIRE ALARM TEST & INSPECT AGREEMENT

Scope of Service:

That for the consideration hereinafter set forth Fire, Security & Sound Systems, Inc., agrees to test, inspect, clean and service the equipment hereinafter described and to respond to an emergency call at the premises of the Subscriber and the Subscriber agrees to pay for such services as they are performed and invoiced. There is a two-hour minimum and one-time trip charge per service call. The service charges can only be modified if given in writing and approved. Where it is necessary to move equipment, or special equipment is needed to facilitate the inspection or repair of devices or control equipment, the undersigned Subscriber will provide the coordination, assistance or tools necessary for getting to such equipment. Lifts and ladders over 6' shall be considered special equipment. At the time of scheduling, Subscriber shall coordinate with any third parties (e.g., elevator vendor, sprinkler system vendor, etc.) for testing of devices (elevator pit/shaft devices, tamper/flow, etc.) to be done during agreed inspection appointment. FS&S shall not be responsible for any third-party costs associated with aforementioned coordination between third party Vendor and Subscriber. Subscriber shall also establish time for testing of notification devices (i.e., bell test) when appointment is made. Return trips to test devices due to the lack of proper coordination with third party vendors or tenants may result in additional charges. Agreement includes a 5% cost escalation increase after the first year and each year thereafter.

Subscriber

Inspection Location

Name Albany County Sheriff Dept.			Name Albany County Sheriff 911 Center		
Address	Street	Suite	Address	Street	Suite
			26 Olive St.		
City / State / Zip Code			City / State / Zip Code		
			Clarksville, NY 12041		
Telephone Number		Email	Site Contact		Telephone Number
			Kevin Demarest		(518) 857-9559 kevin.demarest@albanycountyny.gov

System Type:

Fire Alarm & Suppression

Make:

Edwards/Kidde

Model:

EST3X/Aries Net Link

Inspection Frequency:

Annual/Semi-Annual

NYS OGS CONTRACT- Intelligent Facility Security Systems & Solutions: PT68795SB

Preferred Month:

June & November

Special Notes/Considerations:

Job Title: Fire Alarm Systems Technician Onsite Region 5 (Albany County); Agreement Covers Annual Fire Alarm Inspection & Semi-Annual Suppression Inspection for Dispatch 101, EOC, IT Server & IT Support. Customer to coordinate with Sprinkler Vendor to have them on site at same time as FS&S for pre-action system testing.

Agreement Duration: Three (3) Year

- ❖ Agreement will remain in effect for the initial Agreement duration set forth above and thereafter for successive automatic renewal periods unless either party gives the other party a written cancellation notice at least thirty days prior to the termination of any such period.

Annual Agreement Amount: 6,480.00 (Year 1 & 2); 6,804.00 (Year 3)

- ❖ Billed upon completion.

FS&S PT68795SB NYS OGS CONTRACT Service Rate:

- ❖ Rates per this Agreement: Monday – Friday, 7 am to 4 pm: 155.62 an hour
 Monday – Friday, 4 pm to 7 am and all-day Saturday: 201.94 an hour
 Sunday 12:01 am – Monday 7 am and Holidays: 248.26 an hour

APPROVED: Subscriber

BY (signature)*: _____

DATE: _____

*By Signing above, Subscriber accepts the Terms & Conditions on the following page

APPROVED: Fire, Security & Sound Systems, Inc.

BY: Phil Conti _____

EFFECTIVE DATE: 06/23/2023 _____

SAGE AGREEMENT #: _____

Terms & Conditions

The terms and conditions below shall govern the rights and obligations of the parties hereto with respect to the subject matter hereof. In the event of a conflict between these provisions and any other Agreement, these Terms and Conditions shall prevail.

Agreement made the Effective Date set forth herein between Fire, Security & Sound Systems, Inc. (the Contractor) and the Subscriber heretofore named. Duration of Initial Contract Period from Effective Date: **Three (3) Year**

This contract will remain in effect for the initial Contract Period set forth above and thereafter for successive automatic Renewal Periods unless either party gives the other party a written cancellation notice at least thirty days prior to the termination of any such period.

The subscriber shall pay any city, state or Federal taxes now or hereafter in force applying to this Service Agreement.

Repaired or Replacement parts are not included under the terms of this Agreement. Any parts that are required will be approved by the Subscriber prior to replacement.

Where it is necessary to move equipment or special equipment is needed to facilitate the inspection or repair of devices or control equipment, the undersigned Subscriber, will provide the coordination, assistance or tools necessary for getting to such equipment. Lifts, and ladders in excess of 6' shall be considered special equipment.

THE CONTRACTOR MAKES NO WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO THE FITNESS OF THE MERCHANDISE FOR ANY PARTICULAR USE OR PURPOSE AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF THE EQUIPMENT OR FOR CONSEQUENTIAL DAMAGES.

1) WARRANTY

Contractor warrants that the services provided hereunder will be performed in accordance with generally accepted industry standards and practices by competent personnel. In the event that any services fail to comply with the foregoing standard within a one (1) year period from the date such services are completed, Contractor will, at its option, provided it is promptly notified in writing upon the discovery of such failure, either re-perform such non-complying services at no additional charge or refund to Customer all fees theretofore paid by Customer with respect to such non-complying services. The foregoing remedies are the exclusive remedies for any breach of Contractor's services warranty.

Contractor warrants that any products supplied in connection with its services shall be free from defects in workmanship or material for a period of one (1) year from the date of delivery (the "Warranty Period"). During the Warranty Period, provided Contractor is promptly notified in writing upon the discovery of any defect in workmanship or material and further provided that all costs of returning the defective products to Contractor are pre-paid by Customer, Contractor agrees to, at Contractor's option, either repair or replace defective products, or refund Customer's fees paid for such products. Contractor's sole liability with respect to equipment, materials, parts or software furnished to Customer by third party suppliers shall be limited to the assignment by Contractor to Customer of any such third-party supplier's warranty; to the extent the same is assignable. The foregoing remedies are the exclusive remedies for any breach of Contractor's products warranty. In no event shall Contractor have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or other event beyond the reasonable control or fault of Contractor, (iii) misuse, fault or negligence of or by Customer, (iv) use of the products in a manner for which they were not designed, (v) causes external to the products such as, but not limited to, power failure or electrical power surges or (vi) use of the products in combination with equipment or software not supplied by the Company. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with, the products performed by any person or entity other than Contractor without Contractor's prior written approval, or any use of replacement parts not supplied by contractor, shall immediately void and cancel all warranties with respect to the affected products.

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY CONTRACTOR IN CONNECTION WITH THE SERVICES PERFORMED AND PRODUCTS PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY CONTRACTOR, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

2) INSURANCE

Contractor agrees to maintain the following limits of insurance during the Agreement: (a) Comprehensive General Liability insurance covering bodily injury and property damage with a limit of \$1,000,000 (one million) per occurrence and \$1,000,000 (one million) in the aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of \$1,000,000 (one million) per occurrence, (c) Automobile liability covering bodily injury and property damage with a combined single limit of \$1,000,000 (one million) per occurrence and (d) Excess/Umbrella Liability Insurance with a limit of \$1,000,000 (one million) per occurrence and \$1,000,000 (one million) in the aggregate. No policy will name other parties as additional insured or include a waiver of subrogation rights. If requested by Customer, certificates of insurance shall be furnished from its carrier evidencing the foregoing coverage's.

3) CONSEQUENTIAL DAMAGES

Notwithstanding anything to the contrary contained herein, in no event shall Contractor be liable for any indirect, special, consequential or incidental damages (including, without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of profits or loss of goodwill), regardless of whether such party (a) has been informed of the possibility of such damages or (b) is negligent.

4) FORCE MAJEURE

Contractor will not be in breach of this agreement or be liable to Customer if it fails to perform or delays their performance as a result of an event beyond its reasonable control, including, but not limited to, strikes, industrial disputes, fire, flood, act of God, war insurrection, vandalism, sabotage, invasion, riot, national emergency, piracy, hijack, acts of terrorism, embargoes or restraints, extreme weather of traffic conditions, temporary closure of roads, legislation, regulation, order or other act of any government or governmental agency.

5) LIMITATION OF LIABILITY

To the extent permitted by law, the aggregate liability of Contractor to Customer, whether in contract, tort (including negligence) or otherwise, will be limited to amount of payments received by Contractor from Customer under the Contract. The foregoing does not limit the liability of Contractor for any injury to, or death of a person, caused by the gross negligence of Contractor.

Albany County Request for Contract Approval

Contract #	2023-1136
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	A7410 - Recreation
Date Submitted	Tuesday, June 27, 2023
Contact Person	Atlas, Justin
Contact Phone	1 (518) 655-7907
Vendor Info	Albany Herricanes, Inc. 908 24th Street, Watervliet, NY 12189
Estimated Amount	\$22,600.00
Estimated Term	7/1/2023 to 12/31/2023
Scope of Services	To provide a co-ed basketball program, as outlined in RFP 2023-051R for approximately 40 to 80 individuals between the ages six (6) to fourteen (14) years old who will participate in each session at the following locations: Elm ave. park, Bethlehem Paine st. park, Green Island Watervliet Dome, Watervliet Mosher Park, Ravena
Budget Line Item	AA7410 - 44449 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - RFQ

Budget Analyst

Date

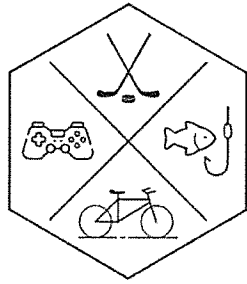
For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



ALBANY COUNTY PARKS & RECREATION

Daniel P. McCoy
Albany County Executive

Craig D. Apple Sr.
Albany County Sheriff

Justin L. Atlas
Commissioner

Honorable Daniel P. McCoy
Albany County Executive
112 State St, 12th Floor
Albany, NY 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State St, 7th Floor
Albany, NY 12207

Honorable Bruce Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle St, 1st Floor
Albany, NY 12207

Dear Messrs., McCoy, Joyce, and Hidley,

Albany County Parks & Recreation requests the approval of Contract No. 2023-1136, for contracting instructors to lead, manage, and instruct our summer basketball program at various locations throughout Albany County. The vendor listed on the contract was selected through having the highest proposal rating of all proposals being received for RFP 2023-051R.

Should you have any questions, please do not hesitate to contact the Department of Recreation office.

Sincerely,



Justin L. Atlas
Commissioner





DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Justin Atlas
Commissioner

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: June 15, 2023

RE: RFQ 2023-051R Youth Co-Ed Basketball Clinic Program

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposals submitted. I have no objection to the selection of Albany Hurricanes in the amount of \$22,600.00.

Please obtain the necessary contract approval of the Contract Administration Board, so that we may issue a Notice of Award.

COUNTY OF ALBANY



NEW YORK

PARKS & RECREATION

www.albanycounty.com

County Executive Daniel P. McCoy
Commissioner Justin Atlas

Memo 23-002

To: Pamela O'Neil | Purchasing Agent
From: Justin Atlas | Commissioner
Re: RFQ 2023-051R Letter of Recommendation
Date: 6/15/23

Parks & Recreation, along with Commissioner Reilly and Deputy Ward, have reviewed the proposals submitted for RFQ #2023-051R: Basketball Clinic, and find the proposal by the Albany Hurricanes, Inc. to be most satisfactory to our needs of a co-ed, youth basketball program for the summer. It is my recommendation that we accept their proposal as is.

If there are any questions, comments, or concerns regarding this recommendation, I can be reached at 518-655-7907, or Justin.atlas@albanycountyny.gov for such inquiries.

Thank you.

Justin Atlas
Commissioner
Parks & Recreation

CC:

Request for Quotes #2023-051R
Youth Co-Ed Basketball Clinic Program Parks & Recreation

Albany Hurricanes, Inc.
J'Neil Sharpe
908 24th St.
Watervliet, NY

Pamela O'Neil
Albany County Purchasing Agent
112 State Street, Room 1000
Albany, NY 12207

Dear Ms. O'Neil:

The Albany Hurricanes Youth Basketball Program would like to submit a proposal to provide a structured instructional basketball clinic for girls and boys as requested by the Albany County Parks and Recreation for all four dates and locations.

I Vendor Identification

Albany Hurricanes Inc.
Contact: J'Neil Sharpe
email: jsharpe11@me.com
phone: 518-817-9233.

II Vendor Qualifications

a. The Albany Hurricanes is a youth basketball program that organizes, coaches and manages basketball clinics since 2016. We create a positive environment, focusing on the basic skills of basketball: shooting, passing, dribbling, rebounding and defense. We also focus on communication, respect and having fun, yet competitive while encouraging good times, realizing everyone is different. We take the time to get to know each of the children, focus on feedback from parents and always model positive behavior. Initially, our program's participants were based within the city limits, now we've grown to extend through all of Albany County and its surrounding counties.

All our coaches, administrators and staff are insured through Albany County. The mission of our program is to teach, develop, organize, manage and offer youth players in our community the opportunity to learn the fundamental skills of basketball while instilling life-lessons and values such as character, teamwork, discipline, respect and sportsmanship. As a very social sport, playing basketball helps kids develop their communication and social skills. They learn how to talk to others, make new friends and it gives them an understanding of the different abilities of their peers. Most importantly through playing basketball kids learn that being active is fun. It is our belief that it is extremely important to work with all skill levels of youth who are interested in working hard, to develop their skills, to empower themselves to move onto their next level of play. We believe the effort a child puts into working hard will show on the court. Learning, playing and being competitive while still having fun during the process is key. We provide and encourage the

opportunity to include all youth from any social demographic background in our skills clinics, workouts and games.

b. Not applicable.

c. The Albany County Hurricanes have 29 Clinic Administrators, Basketball Instructors and Jr. Instructors ready to work with the kids, if the bid is awarded to us. If additional coaches are needed based on the number of children participating, the Hurricanes have additional basketball instructors who will assist when called. All equipment used for these trainings will be provided by the Hurricane program including but not limited to basketballs, cones, ladders, defense cans, etc.

- J'Neil Sharpe, Director of the Hurricane Program. Clinic Administrator. Coach and Trainer with over 10 years of experience. Former collegiate player and current Section 2 HS basketball coach. Address: 908 24th St. Watervliet, NY
- Celine Coy, League Administrator. Over 25 years' experience coaching youth basketball, Volleyball, Field hockey at The Academy of the Holy Names. Address: New Scotland Ave., Albany, NY
- Jen Dancil, Clinic Administrator, with over 8 years' experience with CYO, AAU and CDYBL. Address: 10 Chesebro Dr. Niskayuna, NY
- Dolly Cairns, Clinic Administrator. Coach and Training. Section 2 All-star, 5-year Varsity play at Saratoga HS and currently playing for D1 Rhode Island. Address: Saratoga, NY
- Kelsey Logan, Clinic Administrator. Varsity Girls Basketball Coach, Watervliet High School. Address: 1209 8th Ave., Watervliet, NY 12189. Contact: 518-848-8033
- Nicholas Joseph, Clinic Administrator. Certified Paramedic, certified NYS Security Guard, certified HS basketball official with 2 years' experience in coaching basketball. Address: Broadway, Watervliet, NY.
- Kevin Anthony, Clinic Administrator. Certified HS basketball official with over 30 years coaching experience. Address: 24 Nancy Theresa Terr. Albany, NY
- Jasper Estaris, Basketball Instructor, with over 5 years' experience with AAU and CDYBL. High School 3 sport athlete. Address: Burnt Hills Ballston Lake, NY
- Michael Darling, Basketball Instructor, with over 20 years' experience playing in HS and College, coached at the college level. Currently coaches and trains Hurricanes Basketball Program and All Saints CYO. Address: 74 Colehamer Rd. Troy, NY 12180
- Judy Field, Basketball Instructor. Parents of 5, business owners, substitute teachers with over 20 years combined experience coaching numerous sports. Address: 431 New Scotland Ave., Albany, NY.
- Rosie Rodriquez, Basketball Instructor with 2 years' experience coaching CYO and AAU. Address: 908 24th St. Watervliet, NY.
- Rick Gardner, Basketball Instructor, Watervliet CYO. Address: Green Island, NY
- Joe Gardner, Basketball Instructor, Watervliet CYO. Address: Green Island, NY
- Ron Mattice, Basketball Instructor, technical advisor at Albany HS with over 20 years of coaching basketball in the City of Menands. Address: 32 Menands Rd., Albany, NY
- Ava LaClair, Jr. Instructor. HVCC student / Varsity Bethlehem HS player. Address: 18 Bellevue St. Selkirk, NY

- Megan Barnes, Jr. Instructor. Bethlehem and Hurricane Basketball Player. Address: Bethlehem, NY
- Paige Cartwright, Jr. Instructor . Senior at Albany High School, varsity basketball athlete. Address: Albany, NY
- Emily Bellinger, Jr. Instructor, sophomore at Holy Names, and varsity basketball and softball athlete. Address: 44 Fordham Court, Albany, NY
- Grace Field, Jr. Instructor, current Ave Maria University player. Address: Albany, NY
- Madison Nunziato, Jr. Instructor. Varsity Player at Albany HS and Hurricanes. Address: 3 Hemlock Lane, Albany, NY.
- Mike Paparian, Jr. Instructor. Coach at Albany Academy for Boys, JV Team. Address: 128 Spyglass Ct., Albany, NY
- Megan Dwire, Jr. Instructor, Senior at Colonie High School and varsity basketball, golf and lacrosse athlete. Address: Colonie, NY
- Mia Farley, Jr. Instructor, current player at Salva Regina College, played HS ball at the Academy of the Holy Names. Address: Colonie, NY
- Maddy Dancil, Jr. Instructor, Jr. at Colonie HS. Address: 10 Chesebro Dr., Niskayuna, NY
- Erin Huban, Jr. Instructor, current varsity 3 sport athlete at Girls Academy. Address: Loudonville, NY
- Kendall Bullock, Jr. Instructor, current Hurricane varsity player and varsity player at Ravena HS. Address: 1482 Acquetuck Rd., Ravena, NY 12143
- Hayden Wolfe, Jr. Instructor, current Hurricane and Ravena HS Player. Address: Ravena, NY
- Jaden Sierra, Jr. Instructor, current Hurricane and Watervliet Basketball player. Address: 1234 Hillside Dr., Watervliet, NY 12189.
- Tyleonna Edge, Jr. Instructor, current Hurricane and Watervliet Basketball player. Address: 300 18th St., Watervliet, NY.

d. J'Neil Sharpe, Program Director is the authorized person to bind the program in a contract with Albany County.

e. The Hurricanes have been providing basketball clinics to our Hurricane youth for the past seven years. The athletes are separated into groups by grade and/or skill set. Depending on the number of children participating, we have 4-8 stations where a coach will provide specific drills on dribbling, shooting, passing, offense, defense, in both team and individual settings. We end workouts with fun basketball drill games and/or scrimmages. This year we are now overseeing free workout clinics at the Watervliet Dome that include the children in Albany County who register for through the County website. They are linked to a registration site that one of our administrators oversees and sends correspondence to the parents of the children signed up with information on times and dates of all clinics. The Hurricanes Programs is visible on Facebook, Instagram and our website at www.acherrricanes.org.

f. Two references: 1) Sean Bellinger: Coach, Training, father of 5. Lake George HS, 3 sport Section 2 all-star in basketball, soccer and baseball. He has over 8 years' experience as a basketball coach and trainer. Address: 44 Fordham Court, Albany, NY. Contact: 518-423-2344. 2). Daniel Farley, Coach, father of 3. Licensed Social Worker, LMSW. He has experience as a youth basketball coach for over 12 years at Mater Christi CYO, the Colonie Youth Basketball

Program, Hurricanes and numerous AAU programs. Address: 19 Lapham Dr., Colonie, NY. Contact: 518-577-8031.

g. The Hurricanes have seven years of experience running basketball clinics for youth ages 5 through 18. We run both a Spring (April through June) and Summer (July through August) Basketball League at the Watervliet Dome for boys and girls in grades 3 through 12; we currently have over 80 teams participating in both sessions. New this year, The Hurricanes have partnered with Albany County to provide free workouts to Albany County boys and girls every other Sunday, March through August; these workouts are for all age groups, giving all youth girls and boys the ability to work on their individual development.

III Plan Implementation

Our workouts would start each day with a brief discussion about expectations, followed by 15 minutes of warm up, stretching and some cardio. For the next 45 minutes, the kids will work in small groups spending time at different stations, working on specific basketball drills. Workout stations will include strength building, extensive work on defense, dribbling, passing, shooting, and closing/boxing out. For the next 45 minutes groups will be broken up into teams at which time they will participate in scrimmage games and then take the last 15 minutes of each session to have a group discussion on what they learned and how to put it to use next time they are on the court. Of course, there is always water and breaks factored into the schedule. One of our clinic administrators is a certified Paramedic.

All four sessions will be covered by our Hurricane staff with our clinic administrator and league instructor and as many coaches needed per the number of children participating. We have an additional 10 coaches that are willing to assist in the event the need arises. All of our adult coaches and Jr. coaches are insured through Albany County. Attendance will be taken every day of every session, either via Albany County Parks and Recreation's online program management system or paper documents which would be submitted to the Parks Department after each session. A list of the equipment we intend to use will be provided to Albany County 30 days prior to start date. Any required training for coaches/staff in sexual abuse and child abuse prevention; will be taken by all administrators and coaches as provided by Albany County.

IV Cost Proposal

A quote is attached detailing the cost for the services described in your RFQ including fee structure for the work and hourly rates. Our program currently has plenty of balls, but not enough for 80 children. When we have workouts, we have each of the children bring their own ball. If we can't ask children to bring their own, we will purchase additional balls.

Thank you in advance for your consideration.

J'Neil Sharpe

Albany Hurricanes Inc.

518-817-9233

Jsharpe11@me.com

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Youth Co-Ed Basketball Clinic Program

Quote#: RFQ #2023-051R

Bethlehem Location

\$ 5,650

Green Island Location

\$ 5,650

Watervliet Location

\$ 5,650

Ravena Location

\$ 5,650

Total Cost

\$ 22,600

COMPANY:

ALBANY HERRICANES INC

ADDRESS:

908 24th St

CITY, STATE, ZIP:

WATERVIET NY 12189

TEL. NO.:

(518) 817-9233

FAX NO.:

-

FEDERAL TAX ID NO.:

92-0257908

REPRESENTATIVE:

J'Neil Sharpe

E-MAIL:

jsharpe11@me.com

SIGNATURE AND TITLE:

J'Neil Sharpe President

DATE:

6/2/23

Albany Hurricanes Inc., Youth Basketball Program
 Contact: J'Neil Sharpe, email: jsharpe11@me.com / phone: 518-817-9233

Basketball Clinics

Elm Ave. Park, Bethlehem - Tuesdays, July 11 - August 22, 7-9 p.m.

Paine St. Park, Green Island - Saturdays, July 8 - August 19, 10-12 p.m.

Watervliet Dome, Watervliet - Fridays, July 14 - August 25, 6-8 p.m.

Mosher Park, Ravena - Thursdays, September 7 - October 19, 6-8 p.m.

								Total for Week
League Administrator								\$2,500
Communication with coaches, planning, scheduling, and organizing weekly events								
Clinic Administrator								
On-site coordinator: oversee workouts and games, on-site trouble shooter, set & clean up								x1 \$5,600
\$100 a hour x 2 hours a days x 28								
Basketball Instructors (2)								
\$30 a hour, 2 hours day x 28								\$1,680 x1 \$1,680
Conducts training sessions								
Jr. Basketball Instructors (10)								
\$20 a hour, 2 hours a day x 28 days								\$1,120 each x 10 \$11,200
Trainers overseeing workout stations								
Basketballs and Ice Packs								
Extra Basketballs 25 @ \$60 each								\$1,500.00 \$1,500.00
Ice Packs - 24								\$5.00 each \$120

TOTAL		\$22,600.00
--------------	--	--------------------

COUNTY OF ALBANY
REQUEST FOR QUOTES #2023-051R
YOUTH CO-ED BASKETBALL CLINIC PROGRAM
PARKS & RECREATION

SECTION 1: PURPOSE:

- 1.1 The County of Albany is seeking proposals from qualified persons or organizations to provide a structured instructional basketball skills and drills program for girls and boys as requested by the Albany County Parks & Recreation
- 1.2 The purpose of the service is to provide four co-ed basketball programs for children ages 6-14. The session specifics are listed below::
- Tuesdays 7-9pm July 11 – August 22nd Elm ave. park, Bethlehem
 - Saturdays 10am-12pm July 8th – August 19th Paine st. park, Green Island
 - Fridays 6pm-8pm July 14th – August 25th Watervliet Dome, Watervliet.
 - Thursdays 6pm-8pm September 7th – October 19th Mosher Park, Ravena

SECTION 2: RECEIPT OF QUOTES:

- 2.1 Quotes must be received original form or by fax or email, by close of business (4:30 p.m.) on Friday June 2, 2023, at the following address, fax number, or email address:
- Pamela O Neill
Albany County Purchasing Agent
112 State Street, Room 1000
Albany, NY 12207
Fax # (518) 447-5588
Email: pamela.oneill@albanycountyny.gov
- 2.2 Albany County reserves the right to reject any or all quotes in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional quotes.
- 2.3 Submission of any quote indicates acceptance of the conditions contained in the RFQ, unless clearly and specifically noted otherwise in the quote.
- 2.4 Albany County may, at any time, by written notification to each vendor having obtained a copy of the RFQ through the Albany County Purchasing Division office, change any portion of the RFP described and detailed herein.

2.5 Quotes and supporting documentation will be examined and evaluated by Albany County Department of Parks and Recreation.

SECTION 3: VENDOR QUALIFICATIONS:

- 3.1 Provide the name, a brief history and description of your company/organization.
- 3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work
- 3.4 Detail your firm's experience with running youth basketball clinics.
- 3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.
- 3.6 In addition, Albany County may make such investigations it deems necessary to determine the ability of the vendor to perform the work. The vendor shall furnish to the County , within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any quote if the information submitted by, or investigation of, such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional quotes will not be accepted.

SECTION 4: SCOPE OF SERVICES:

- 4.1 The Contractor shall provide a co-ed basketball program for approximately 40 to 80 individuals between the ages seven (6) to thirteen (14) years old who will participate in each session. This is just an estimate, and numbers of participants could be higher or lower depending on availability and the ability of the vendor.
- 4.2 The County anticipates approximately 60 children will participate in each session. The cap is 80 children per session. The location, time, and dates of the programs are below:
 - Tuesdays 7-9pm July 11 – August 22nd Elm ave. park, Bethlehem
 - Saturdays 10am-12pm July 8th – August 19th Paine st. park, Green Island
 - Fridays 6pm-8pm July 14th – August 25th Watervliet Dome, Watervliet.
 - Thursdays 6pm-8pm September 7th – October 19th Mosher Park, Ravena
- 4.3 Missed dates shall be made up at no additional cost to the County at a time to be mutually agreed upon by the parties hereto. The County reserves the right to add additional clinics or to increase the number of students in each clinic at the days and times to be mutually agreed upon by the parties hereto at the rate proposed in the cost proposal.

4.4 The Contractor must have an advanced back-up plan for substitute coaches in the event that the need arises. All coaches must undergo a background check. This must be done two weeks prior to the first session starting.

4.5 Registration forms, including the Parent/Guardian Medical Information and Consent Forms, will be processed prior to the start of the program, via Albany County Parks & Recreation online registration system. The original forms shall be kept on file at the offices of Parks & Recreation. A folder of emergency contact information will be given to the awarded Contractor. It is expected that the contractor keep the emergency information on-site while the program is in progress.

4.6 The Contractor shall take attendance via Albany County Parks & Recreation's online program management system, or paper document equivalent, every day of every session. If paper document equivalent is to be utilized, a scanned copy shall be submitted to recreation@albanycountyny.gov within 24 hours of that day's session.

4.7 The Contractor shall provide adequate supervision for all students. This includes abiding by any and all social distancing guidelines. Insuring adequate staffing to keep participants at a safe distance from each other is the sole responsibility of the vendor. Albany County will provide hand sanitizer to the vendor.

4.8 The Contractor shall notify the Albany County Parks & Recreation within twenty-four hours if any incident that occurs during the program via the County provided incident form. In the case of a non-minor injury, the Contractor shall immediately call 911, the parent or guardian of the child and the Parks & Recreation staff.

4.9 The Contractor shall have a basic First-Aid Kit on-site at all times for minor injuries. The contractor is responsible for providing the First- Aid Kit.

4.10 The contractor will have an in person meeting with Albany County Parks & Recreation two weeks prior to the first program date.

4.11 Vendors must provide a list of their own equipment in which they intend on using for the program, to Albany County Parks & Recreation at least 30 days prior to the start date.

4.12 Require specific training for coaches/staff in sexual abuse and child abuse prevention; healthy relationships and communication skills provided by the Albany County Crime Victim and Sexual Violence Center.

4.13 The vendor must comply with all NYS and Albany County executive orders, and NYSDOH guidelines. If for any reason the program must end early, the vendor will only be paid for those programs that have already taken place.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be **July 1, 2023 – October 31, 2023**

5.2 The selected vendor shall execute a contract with the County of Albany in substantial conformance with this RFQ.

SECTION 6: QUOTE SUBMISSIONS:

6.1 In order for the County to conduct a uniform review process of all quotes, quotes must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a quote because adherence to this format is critical for the County's evaluation process:

I: Vendor Identification

Give the name of the firm, address, telephone and facsimile numbers, contact person and email address.

II: Vendor Qualifications

- a. Provide a brief history and description of your company/organization
- b. Include your firm's most recent annual report.**(not applicable)**
- c. Identify your firm's professional staff members who would be involved in the County engagement, and the experience each possesses, and the location of the office from which each work.
- d. Give the name and title of person(s) authorized to bind the firm in a contract with Albany County.
- e. Detail your firm's experience with **Co-Ed Basketball clinics**.
- f. Provide at least two (2) references from similar projects including name, addresses and telephone numbers.
- g. Provide any additional information that would distinguish your firm in its service to Albany County.

III: Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the vendor's plan to carry out the requested service.

IV: Cost Proposal Section -

- a. Submit a cost proposal for the services described in this RFQ and on the Cost Proposal Form included herein.
- b. Detail the fee structure for the work. Provide hourly rates and reimbursable costs if not included in the lump sum.
- c. Provide any other relevant information that will assist the County in evaluating your quote submission.

SECTION 7: QUOTE EVALUATION:

7.1 Quote submissions will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP

7.2 Quote submissions received will be evaluated by the Albany County Department of Parks and Recreation based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Experience managing/teaching an instructional basketball program to children/youth of the size and nature requested	40%
Cost of proposal for basketball programming	30%
References of similar sized programs provided in the past	20%
Ability to promote program	10%

SECTION 8: INDEMNIFICATION:

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

SECTION 9: SPECIFICATION CLARIFICATION:

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

Pamela O'Neill
Albany County Purchasing Agent
112 State Street, Room 1000
Albany, NY 12207
(518) 447-7140 (Telephone)
(518) 447-5588 (Fax)
E-mail: pamela.oneill@albanycountyny.gov

9.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the RFQ documents. Questions received less than four (4) days prior to the quote submission deadline will not be answered. Only questions answered by formal written Addenda will be binding.

SECTION 10: INSURANCE AND SECURITY REQUIREMENTS:

10.1 The successful vendor will be required to procure and maintain at its own expense, the following insurance coverage:

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

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

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

- (a) Albany County shall be named as an additional insured on all liability policies. **RFQ number must appear on insurance certificate.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

10.3 No work shall be commenced under the contract until the successful vendor has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the successful vendor. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful vendor shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful vendor to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful vendor to procure and maintain any required insurance, shall not relieve the successful vendor from any

liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful vendor concerning indemnification.

SECTION 11: REMEDY FOR BREACH:

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

SECTION 12: NOT IN USE

SECTION 13: INTERPRETATION

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

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Youth Co-Ed Basketball Clinic Program

Quote# : RFQ #2023-051R

Bethlehem Location

\$ _____

Green Island Location

\$ _____

Watervliet Location

\$ _____

Ravena Location

\$ _____

Total Cost

\$ _____

COMPANY:

ADDRESS:

CITY, STATE, ZIP:

TEL. NO.:

FAX NO.:

FEDERAL TAX ID NO.:

REPRESENTATIVE:

E-MAIL:

SIGNATURE AND TITLE:

DATE :

RFQ #2023-051R: Basketball Clinic

Proposal Rating Worksheet

Proposer 1: Grind Time

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Experience managing/teaching an instructional basketball program to children/youth of the size and nature requested	5	2		0		0		0
Cost of proposal for basketball programming	3	0.9		0		0		0
References of similar sized programs provided in the past								
Ability to promote program	5	1		0		0		0
	0	0		0		0		0
TOTALS:		3.9		0		0		0
NOTES:	1.30							

failed to note how they would promote/advertise program

Proposer 2: Hurricanes

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Experience managing/teaching an instructional basketball program to children/youth of the size and nature requested	5	2		0		0		0
Cost of proposal for basketball programming	5	1.5		0		0		0
References of similar sized programs provided in the past	4	0.8		0		0		0
Ability to promote program	3	0.3		0		0		0
TOTALS:		4.6		0		0		0
NOTES:	1.53							

Larger pool of employees/coaches (which is good to see given Gave brief analysis of how they would promote program.

RFQ #2023-051R: Basketball Clinic

Proposal Rating Worksheet

Proposer 1: Grind Time

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Experience managing/teaching an instructional basketball program to children/youth of the size and nature requested	5	2		0		0		0
Cost of proposal for basketball programming	3	0.9		0		0		0
References of similar sized programs provided in the past								
Ability to promote program	4	0.8		0		0		0
	3	0.3		0		0		0
TOTALS:		4		0		0		0

NOTES: Higher cost for less staffing/supervision 1.33

Proposer 2: Hurricanes

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Experience managing/teaching an instructional basketball program to children/youth of the size and nature requested	5	2		0		0		0
Cost of proposal for basketball programming	5	1.5		0		0		0
References of similar sized programs provided in the past	4	0.8		0		0		0
Ability to promote program	4	0.4		0		0		0
TOTALS:		4.7		0		0		0

NOTES: lower cost with greater staffing levels 1.57

Additional benefit not in scoring, one of the coaches is a certified Paramedic

RFQ #2023-051R: Basketball Clinic - Atlas

Proposal Rating Worksheet

Proposer 1: Grind Time

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Experience managing/teaching an instructional basketball program to children/youth of the size and nature requested	5	2		0		0		0
Cost of proposal for basketball programming	3	0.9		0		0		0
References of similar sized programs provided in the past								
Ability to promote program	5	1		0		0		0
	4	0.4		0		0		0
TOTALS:		4.3		0		0		0

NOTES: Innate advantage due to operating exact program previously in years past.

Proposer 2: Herricanes

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Experience managing/teaching an instructional basketball program to children/youth of the size and nature requested	4	1.6		0		0		0
Cost of proposal for basketball programming	5	1.5		0		0		0
References of similar sized programs provided in the past	5	1		0		0		0
Ability to promote program	3	0.3		0		0		0
TOTALS:		4.4		0		0		0

NOTES: Approach/methodology aligns with P&R values and mission.

Albany County Request for Contract Approval

Contract # 2023-1147
Contract Type B) CAB Contract
Contract Action A) New
Contract Action Type SC) State Contract
Department G8130 - Sewage Treatment
Date Submitted Wednesday, July 05, 2023
Contact Person Gaudio, Angelo
Contact Phone () -518
Vendor Info Joe Basil Chevrolet Inc
5111 Transit Road, Depew, NY 14043
Estimated Amount \$81,516.50
Estimated Term 7/5/2023 to 12/31/2023
Scope of Services Purchase of new Chevy Colorado trucks

Budget Line Item GG8130 - 22400 - - -
Fiscal Impact County: 100.00% State: 0.00% Federal: 0.00%
Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed? Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. Mc COY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION
DENNIS RIGOSU
CHAIRMAN

JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G CARLUCCIO

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

June 30, 2023

Hon. Daniel P. McCoy
County Executive
112 State Street
Albany, NY 12207

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, NY 12207

Hon. Bruce Hidley
County Clerk
112 State Street
Albany, NY 12207

**Re: Truck Purchase – Basil Chevrolet Inc.
NYS Mini Bid 13572 & 13577**

Dear Messrs. McCoy, Joyce, Hidley:

In response to the above referenced bids, the Water Purification District is requesting authorization to purchase the following vehicles from Joe Basil Chevrolet Inc.:

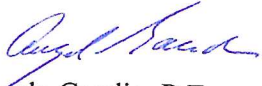
- 2024 Chevrolet Colorado 4WD Crew Cab WT in the amount of \$42,471.55
- 2024 Chevrolet Colorado 2WD Crew Cab WT in the amount of \$39,044.95

Joe Basil Chevrolet Inc., was the sole and lowest responsible bidder for the above referenced NYS Mini Bids.

A copy of the bid results, the District's award recommendation memo and the Purchasing Department's concurrence memo are attached for your reference.

If you have any questions or concerns you may reach me at (518) 447-1617.

Sincerely,



Angelo Gaudio, P.E.
Executive Director

Enc: District Recommendation Memo
Purchasing Department Concurrence Memo
Bid Information

cc: Lucas Rogers, Policy Analyst
Zachary Smetana, Budget Analyst



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio, Executive Director
Water Purification

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: June 30, 2023

RE: ACWPD Truck NYS Vehicle Marketplace Mini Bid No 13572 and 13577

I am in receipt of your recommendation to award the aforementioned to Joe Basil Chevrolet Inc.:

Mini bid#13572 2024 Chevrolet Colorado 4WD in the amount of \$42,471.55
Mini Bid#13577 2024 Chevrolet Colorado 2WD in the amount of \$39,044.95

As Joe Basil Chevrolet, Inc. is the lowest responsible and responsive bidder, I concur with your recommendation.

Please obtain the necessary contract approval of the Contract Administration Board so that we may issue a Notice of Award.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION

DENNIS RIGOSU
CHAIRMAN

JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent
From: Angelo Gaudio, Executive Director 
Subject: ACWPD Truck Mini Bid No. 13572 and No. 13577
Date: June 29, 2023

The Water Purification District recommends award to the sole bidder, Joe Basil Chevrolet, Inc., for the purchase of the following vehicles quoted under the above referenced vehicle mini bid:

- 2024 Chevrolet Colorado 4WD Crew Cab WT in the amount of \$42,471.55
- 2024 Chevrolet Colorado 2WD Crew Cab WT in the amount of \$39,044.95

Please return a Notice of Concurrence so that I may submit the request for the award to the Contract Administration Board.

Should you have any questions regarding this recommendation I may be reached at 447-1611.



SALES QUOTE

Joe Basil Chevrolet, Inc.
5111 Transit Rd
Depew, NY 14043
Dir. 716-206-1746
Fax 716-685-1746
rschiefer@basilfleet.com

INVOICE NO.
DATE June 27, 2023
CUSTOMER ID 856351

NYS DEALER
#110005392

TO: Pamela O'Neill
Albany County
112 State Street
Albany, NY 12207
518-447-7139
pamela.oneill@albanycountyny.gov

SHIP TO: [Contact Name]
[Company Name]
[Street Address]
[City, ST ZIP Code]
[Phone]

Salesperson	Customer PO#	Mini Bid	NYS Certification#	Option Discount %	Contract Discount %	NYS Discount	PAYMENT TERMS
Ron S		13572	PC68942			INCL	Net 30
VIN#						STK#	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	NET TOTAL
1	14C43	2024 Chevrolet Colorado (14C43) 4WD Crew Cab WT	\$ 42,471.55	\$ -	\$ 42,471.55
1	4WT	Work Truck Preferred Equipment Group	\$ -	\$ -	\$ -
1	A50	Seats, front bucket	\$ -	\$ -	\$ -
1	C59	Air vents, rear	\$ -	\$ -	\$ -
1	C6X	GVWR, 6250 lbs. (2835 kg)	\$ -	\$ -	\$ -
1	D07	Console, floor	\$ -	\$ -	\$ -
1	GAZ	Summit White	\$ -	\$ -	\$ -
1	GU6	Rear axle, 3.42 ratio	\$ -	\$ -	\$ -
1	H2G	Jet Black, Evotex seat trim	\$ -	\$ -	\$ -
1	JL1	Trailer brake controller, integrated	\$ -	\$ -	\$ -
1	KW5	Generator, 220 amp	\$ -	\$ -	\$ -
1	L3B	Engine, 2.7L Turbo Plus	\$ -	\$ -	\$ -
1	MFC	Transmission, 8-speed automatic	\$ -	\$ -	\$ -
1	NE1	Emissions	\$ -	\$ -	\$ -
1	RM7	Wheel, spare, 17 x 8" (43.2 cm x 20.3 cm) steel	\$ -	\$ -	\$ -
1	URL	11.3" diagonal advanced color LCD display with Google built-in	\$ -	\$ -	\$ -
1	VK3	License plate kit, front	\$ -	\$ -	\$ -
1	Z82	Trailer Package, heavy-duty	\$ -	\$ -	\$ -
1	ZAO	Tire, spare 255/65R17 all-season, blackwall	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
		<u>Non-OEM Equipment</u>	\$ -	\$ -	\$ -
1	DELIVERY	Region III	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -



Please Make Checks Payable to Joe Basil Chevrolet, Inc
Thank you For Your Business

TOTAL DISCOUNT	
SUBTOTAL	\$ 42,471.55
SALES TAX	\$ -
TOTAL	\$ 42,471.55

THIS QUOTE SERVES AS YOUR ACKNOWLEDGMENT THAT THIS ORDER HAS BEEN REVIEWED FOR ACCURACY AND DEEMED CORRECT.

Name _____ Title _____ Date _____
Sign _____

Revised 6/27/2023 15:12



SALES QUOTE

Joe Basil Chevrolet, Inc.
5111 Transit Rd
Depew, NY 14043
Dir. 716-206-1746
Fax 716-685-1746
rschiefer@basilfleet.com

INVOICE NO.
DATE June 27, 2023
CUSTOMER ID 856351

NYS DEALER
#1100005392

TO: Pamela O'Neill
Albany County
112 State Street
Albany, NY 12207
518-447-7139
pamela.oneill@albanycountyny.gov

SHIP TO: [Contact Name]
[Company Name]
[Street Address]
[City, ST ZIP Code]
[Phone]

Salesperson	Customer PO#	Mini Bid	NYS Certification#	Option Discount %	Contract Discount %	NYS Discount	PAYMENT TERMS
Ron S		13577	PC68942			INCL	Net 30
VIN#						STK#	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	NET TOTAL
1	14C43	2024 Chevrolet Colorado (14C43) 2WD Crew Cab WT	\$ 39,044.95	\$ -	\$ 39,044.95
1	2WT	Work Truck Preferred Equipment Group	\$ -	\$ -	\$ -
1	A50	Seats, front bucket	\$ -	\$ -	\$ -
1	C59	Air vents, rear	\$ -	\$ -	\$ -
1	C6V	GVWR, 6049 lbs. (2744 kg)	\$ -	\$ -	\$ -
1	D07	Console, floor	\$ -	\$ -	\$ -
1	GAZ	Summit White	\$ -	\$ -	\$ -
1	GU6	Rear axle, 3.42 ratio	\$ -	\$ -	\$ -
1	H2G	Jet Black, Evotex seat trim	\$ -	\$ -	\$ -
1	JL1	Trailer brake controller, integrated	\$ -	\$ -	\$ -
1	KW5	Generator, 220 amp	\$ -	\$ -	\$ -
1	L3B	Engine, 2.7L Turbo Plus	\$ -	\$ -	\$ -
1	MFC	Transmission, 8-speed automatic	\$ -	\$ -	\$ -
1	NE1	Emissions	\$ -	\$ -	\$ -
1	RM7	Wheel, spare, 17 x 8" (43.2 cm x 20.3 cm) steel	\$ -	\$ -	\$ -
1	URL	11.3" diagonal advanced color LCD display with Google built-in	\$ -	\$ -	\$ -
1	VK3	License plate kit, front	\$ -	\$ -	\$ -
1	Z82	Trailer Package, heavy-duty	\$ -	\$ -	\$ -
1	ZAO	Tire, spare 255/65R17 all-season, blackwall	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
		<u>Non-OEM Equipment</u>	\$ -	\$ -	\$ -
1	DELIVERY	Region III	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -



Please Make Checks Payable to Joe Basil Chevrolet, Inc
Thank you For Your Business

TOTAL DISCOUNT	
SUBTOTAL	\$ 39,044.95
SALES TAX	\$ -
TOTAL	\$ 39,044.95

THIS QUOTE SERVES AS YOUR ACKNOWLEDGMENT THAT THIS ORDER HAS BEEN REVIEWED FOR ACCURACY AND DEEMED CORRECT.

Name _____ Title _____ Date _____
Sign _____

Revised 6/27/2023 15:13

Albany County Request for Contract Approval

Contract #	2023-1105
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	NH6020 - Residential Health Care Facility
Date Submitted	Wednesday, June 07, 2023
Contact Person	Slatky, Larry
Contact Phone	1 (518) 213-8940
Vendor Info	Ridgefield Associates 655 Horsenail Hill Road, Windham, New York 05143
Estimated Amount	\$85,000.00
Estimated Term	3/1/2023 to 2/28/2025
Scope of Services	Ridgefield Associates will be providing Life Safety inspections and consultation, preventative maintenance reviews, maintaining required records for the NYSDOH and CMS and will be participating in the survey process conducted by the NYSDOH and or any other governing agency.
Budget Line Item	NH6020 - 44069 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

TO: The Honorable Daniel P. McCoy
 Albany County Executive

 The Honorable Andrew Joyce
 Chairman, Albany County Legislature

 The Honorable Bruce Hidley
 Albany County Clerk

FROM: Larry Slatky 
 Executive Director,
 Shaker Place Rehabilitation and Nursing Center.

DATE: June 7, 2023

SUBJECT: Ridgefield Associates

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into an agreement with Ridgefield Associates who will be providing Life Safety inspections and consultation, preventative maintenance reviews, maintaining required records for the New York State Department of Health and CMS and will be participating in any survey conducted by outside agencies including the annual survey of the New York State Department of Health.

This contract will be for twenty-four (24) months at a cost of \$37,500.00 per year plus a not to exceed amount of \$5,000.00 per year for additional consultation that may be required for a total not to exceed amount of \$85,000.00 for the two (2) year period.

We respectfully request approval to enter into this agreement that was approved by our Purchasing department through RFP-2023-065. Thank you for your consideration.





DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Larry Slatky
Executive Director

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: June 7, 2023

RE: RFP 2023-065 Consultant for Building Maintenance Engineering and Fire Safety

I am in receipt of your recommendation to award the aforementioned to Ridgefield Associates in the amount of \$37,500.00 plus \$5,000.00 for as needed additional service per year.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposals submitted. I have no objection to the selection of Ridgefield Associates.

Please obtain the necessary contract approval of the Contract Administration Board, so that we may issue a Notice of Award.

RFP #2023-065: Consulting for Building Maintenance, Engineering and Fire Safety

Proposal Rating Worksheet

David. M Latina

	Weight	Ridgefield Associates		LaBella	
		Rate	Score	Rate	Score
Quality and comprehensiveness of all aspects of the consulting services as it relates to the stated scope of services	20%	4	0.8	4	0.8
Demonstrated history of providing services as stated in the scope of services	20%	4	0.8	4	0.8
Proposed cost					
Prior experience	20%	5	1	2	0.4
Client references	20%	4	0.8	4	0.8
TOTALS:	20%	3	0.6	3	0.6
			1.3		0.34

NOTES:

RFP #2023-065: Consulting for Building Maintenance, Engineering and Fire Safety

Proposal Rating Worksheet

Reviewer: John Neri

	Weight	Ridgefield Associates		LaBella	
		Rate	Score	Rate	Score
Quality and comprehensiveness of all aspects of the consulting services as it relates to the stated scope of services	20%	4	0.8	4	0.8
Demonstrated history of providing services as stated in the scope of services	20%	4	0.8	4	0.8
Proposed cost					
Prior experience	20%	5	1	3	0.6
Client references	20%	4	0.8	4	0.8
TOTALS:		4	0.8	4	0.8
			4.2		3.8

NOTES:

RFP #2023-065: Consulting for Building Maintenance, Engineering and Fire Safety

Proposal Rating Worksheet

Reviewer: Andy Lucarelli

	Weight	Ridgefield Associates		LaBella	
		Rate	Score	Rate	Score
Quality and comprehensiveness of all aspects of the consulting services as it relates to the stated scope of services	20%	5	1	5	1
Demonstrated history of providing services as stated in the scope of services	20%	5	1	4	0.8
Proposed cost					
Prior experience	20%	5	1	3	0.6
Client references	20%	5	1	5	1
TOTALS:		3	0.6	5	1
			4.6		4.4

NOTES: _____

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Consultant for Building Maintenance Engineering and Fire Safety
RFP Number: 2023-065

LUMP SUM COST PER YEAR:

\$ 37,500.⁰⁰/₁₀₀

COMPANY:

ADDRESS:

Ridgefield Associates
655 Horsenail Hill Rd
Windham, Vermont 05143

CITY, STATE, ZIP:

TEL. NO.:

802-558-4914

FAX NO.:

FEDERAL TAX ID NO.:

11-2734525

REPRESENTATIVE:

Thomas Barnosky

E-MAIL:

thomasbarnosky@yahoo.com

SIGNATURE AND TITLE

Thomas Barnosky President

DATE

May 26, 2023

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

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

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

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

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

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

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

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

Thomas Barnaby
Signature
President
Title

May 26, 2023
Date

Ridgfield Associates
Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF Vermont)
COUNTY OF Windham) SS.:

On this 26 day of May, 2023, before me personally appeared Thomas Barcosky to me known, who, being by me sworn, did say that he resides at (give address) 655 Horsehill Pl Rd Windham, VT 05143; that he is the (give title) President of the (name of corporation) Ridgefield Associates, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.



[Signature]
Notary Public, State of Vermont

Qualified in Vermont

Commission Expires 1/31/2025

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Ridgefield Associates 655 Horsenail Hill Rd Windham, Vermont 05143		3. IDENTIFICATION NUMBERS a) FEIN # 112 734 525 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 655 Horsenail Hill Rd Windham, Vermont 05143		7. TELEPHONE NUMBER 802-558-4914	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Thomas BARNOSKY Title President Telephone Number 802-558-4914 Fax Number e-mail thomas.barnosky@Yahoo.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Thomas BARNOSKY	TITLE President	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES." AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s). Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:

☐ Yes ☒ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

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

FEIN

Date May 26, 2023

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

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

Thomas Barnaby
Signature
President
Title
Ridgely Associates
Company Name

May 26, 2023
Date

CONTRACT

RIDGEFIELD ASSOCIATES
Building Maintenance/Engineering & Fire Safety
Management & Consulting Service

Management → Inspections

Program Development

655 Horsenail Hill Road
Windham, VT 05143
802-558-4914

MAINTENANCE/ENGINEERING & FIRE SAFETY MANAGEMENT & CONSULTING SERVICE AGREEMENT

Customer: Shaker Place Nursing Center
Address: 100 Heritage Lane Albany, N.Y.11211
Administrator: Mr. Larry Slatky
Telephone: 518-869-9985

Effective Dates:

From: January 1, 2023 To: December 31, 2024

Agreement made this 26th. day of May, 2023 between Ridgefield Associates hereinafter referred to as the Company and Shaker Place Nursing Center hereinafter referred to as the Customer, for Maintenance/Engineering and Fire Safety Management service as indicated herein.

Terms and Conditions:

In consideration of the amount paid and subject to the terms and conditions hereof, the Company will provide the following services and shall comply with the pertinent provisions set forth in;

- x ☐ New York State Health Code, Chapter V of Title 10 of the codes, rules and regulations.
- ☐ New Jersey State Health Code.
- ☐ Connecticut Public Health Code.
- ☐ Other
- x ☐ and all pertinent Federal, State and local codes, rules and regulations.

The items checked shall be considered part of this contract agreement:

1. x ☐ Overall Maintenance/Engineering and Fire Safety activity consultation service on a 24-hour basis, available to the facility Director/Administrator or their designate, the Maintenance Supervisor, emergency situations and on-site as required for the purpose of inspection, testing, personnel training, programming, scheduling, supervising and consultation or as required within the Maintenance/Engineering and Fire Safety disciplines.
2. x ☐ Maintain advisory capacity with administrative personnel relative to maintenance staff to include but not limited to selection, retention, transfer and discharge of personnel; establish and post an annual Work Schedule if applicable; coverage and recall procedures; provide Job Descriptions and training in certain specialized areas; attend regular Maintenance department meetings updating information and discussing solutions to problem areas.
3. x ☐ Monthly inspections of physical plant Maintenance/Engineering and Fire Safety areas, fire safety reports, equipment logs, service reports, documents and certificates based upon applicable codes and regulations. Submit reports discussing violations and problem areas. Follow-up written reports reflect sampling & evaluation of the following critical protocols; Fire Emergency/Disaster Readiness; Current Priorities status; Preventive Maintenance Program status; Recap of Prior Reports status; Quality Assurance Effectiveness; Records & Logs status and Contractor/Service follow-up.
4. ☐ Initial complete physical plant building survey and operational test with written report listing defective, incomplete, improper, damaged, missing, inoperable system/s, equipment and material as applying in normal and emergency modes.
5. ☐ Initial sampling survey and test of Fire signaling, protection and detection system/s in normal and emergency modes.

6. x___ Monitor testing, maintenance and recording of;

x___ Emergency generator & transfer switching

x___ Sprinkler system

x___ Fire Alarm system

x___ Standpipe system

x___ Fire extinguishers

x___ Duct cleaning

x___ Range Hood extinguishing system

x___ Boiler equipment

x___ Elevator Service

___ Other -

___ Other -

___ Other -

7. x___ Provide company representation in the Maintenance/Engineering and Fire Safety areas during authority having jurisdiction surveys and inspections (as requested and as available).

8. ___ - Monitor periodic inventory of tools, materials, supplies and equipment in the Maintenance/Engineering and Fire Safety areas (if requested).

9. x___ Develop, implement and monitor utility cost control records;

x___ Fuel consumption

x___ Water consumption

x___ Electric consumption

x___ Gas consumption

___ Other -

10. x___ Prepare annual budget request for administrative approval as relates to the Maintenance/Engineering function (if requested).

11. x___ Advise on the coordination (upon request) of the activities of outside contracting services/agencies ensuring methods are sound and consistent with accepted standards and applicable codes and regulations.

12. x___ Monitor prompt correction of any violation or inspection/survey deficiency documented by authorities having jurisdiction through in-house Maintenance/Engineering staff.

13. x___ Monitor servicing of the following systems/equipment to include installation, repair, modification, adjustment, testing, lubrication, cleaning and replacement of;

x___ Boiler & associated equipment

x___ Plumbing system

x___ Electrical system

- x ☐ Heating, Ventilation & Air conditioning
 - x ☐ Fire related equipment
 - x ☐ Refrigeration apparatus
 - x ☐ Specialized instrumentation and equipment
 - x ☐ General building repair & upkeep
 - ☐ Other - _____
-

14. x ☐ Provide seasonal and special notices relating to Fire Safety and environmental requirement changes (if requested).

15. x ☐ Upon request, the Company shall provide current (within twelve (12) months) personal medical examination information as required by the facility.

16. x ☐ The Company shall conform to facility policies and procedures as relates to;

- x ☐ Resident abuse
- x ☐ Bill of rights
- x ☐ Fire/disaster
- x ☐ Infection control
- x ☐ Needs of the elderly
- x ☐ Accident prevention
- ☐ Other - _____
- ☐ Other - _____

17. x ☐ The Company shall not discriminate against; race, color, religion, national origin, age, sex, handicap, disability, veteran & marital status and sexual orientation.

18. x ☐ Develop, implement and maintain required & desired Records and Logs including Inspection, Testing & Maintenance of;

- x ☐ Fire Detection and Alarm system/s
- x ☐ Emergency generator
- x ☐ Elevator/s
- x ☐ Duct maintenance
- x ☐ Automatic sprinkler system
- x ☐ Extinguishing systems
- x ☐ Standpipe & hose systems
- x ☐ Water supply systems
- x ☐ Fire pump
- x ☐ Fire doors
- x ☐ Fire dampers
- x ☐ Electric, Water, Fuel & Gas consumption records
- x ☐ In-service training
- x ☐ Hazardous material tracking records

19. x ☐ Notwithstanding any other provisions in this contract, the facility remains responsible for ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

20. x ☐ The operator retains professional and administrative responsibility for obtaining services that meet professional standards and principles that apply to professionals

providing services in this facility.

21. x____ Services outlined in this contract will be provided on a timely bases.

Customer Requirements:

1. The customer agrees to promptly notify the Company in case of emergency, unusual condition or problem within the scope of this contract.
2. The customer agrees to notify the Company immediately upon notification of an inspection/survey of the facility by authorities having jurisdiction (scheduled or unannounced) including the physical plant and responsibilities within the scope of this contract.
3. It is agreed: This instrument sets forth the entire agreement between both parties and no representation, promises or condition/s not contained herein shall modify its terms. The Company shall not be liable for ANY loss, damage or personal fatalities/injuries regarding building services or programs initiated or maintained by the Company; it is understood and agreed that the Company does NOT guarantee or warrant the condition or operation of any apparatus, equipment or system and in no event shall the Company be liable to the Customer/s, their agents or employees in damages.
4. This contract is to remain in force for a period of 12 months and may continue thereafter for similar periods upon prior written consent of the parties, unless terminated in writing no less than thirty (30) days prior to such termination. This agreement shall not be binding until accepted by the Company and constitutes the entire agreement between the parties hereto.
5. The term of this agreement is one year (with automatic renewal) commencing on January 1, 2023 through December 31, 2024. The full agreement charge is \$37,500.00, to be paid in installments of \$3125.00 per month, net thirty (30) days beginning on January 1, 2023. The Company reserves the right to suspend services without notice for non-payment in accordance with this agreement. Service/s performed on request which are not included in this contract shall be charged at an hourly rate of \$180.00.

Respectfully submitted,

Accepted by: Thomas Barnosky, Ridgefield Associates

Date: May 26, 2023

(Company Authorized Signature) Thomas Barnosky

Accepted by: _____

Date _____

(Facility Authorized Signature)

COMPENSATION

In consideration of the terms and obligations of this contract Agreement, the County agrees to pay, and the consultant agrees to accept, an amount not to exceed \$45,500.00 for all services performed in this agreement.

4.3 Ridgefield Associates will provide a new operating system that will insure compliance with current NFPA and NYSDOH code and regulations for the engineering department, e.g. sprinkler systems, fire detection systems, fire pumps and fire doors. The initial start-up which would include a physical plant inspection, a testing of critical systems and a review of all maintenance department records and logs, this will require the consultant be on site 3 to 4 times a month.

4.5 Ridgefield Associates. will review policy and procedures manuals and assist in updating as required to ensure compliance with current codes and regulations We will develop and provide a new system for the required records and logs, and will train in-house staff on there implementation, we will routinely monitor and inspect records, logs and other documents to insure compliance and provide reports to administration. We provide representation at the facility during their NYSDOH annual survey when requested and available. Representation during survey is not part of contract and will be charged as additional services.

Section 4 Cost proposal:

The contract between Albany County Nursing Home and Ridgefield Associates will be for 24 months the cost of the contract is \$37,500.00 per year to be paid in monthly installments of \$3125.00 per month. In addition services requested that are not included in contract will be charged at the rate of \$180.00 per hour.

Section 15 Insurance

Ridgefield Associates has and will provide a insurance policy in the amount required by the Shaker Place Nursing Center.

RFP2023-065

Ridgefield Associates
655 Horsenail Hill Road
Windham, Vermont 05143

Section 3

3.1 Ridgefield Associates established in 1984 is an organization that exclusively provides for occupant environmental health and safety in health care facilities.

3.2 The professional staff; Thomas Barnosky has been involved with the maintenance, engineering and fire safety in health care facilities since 1975, he has worked in commercial building construction, is the founder of Ridgefield Associates and presently is the maintenance and fire/safety consultant for 24 long term care facilities in New York State, his office is located in Windham, Vermont.

John Kerney, is currently on staff at a 280 long term care facility in NYC, has over 30 years experience in physical plant operations and management, is the maintenance and fire/safety consultant for 15 long term care facilities and is on staff at the Greater New York Health Care Facilities Association as their life safety consultant, he office is located in Queens, NYC.

3.3 Thomas Barnosky President, 655 Horsenail Hill Road Windham VT, 05143
802-558-4914

3.4 Ridgefield Associates has been involved with NFPA 101 and 99 since 1984, a significant part of the service provided is the implementation and interpretation of NFPA codes.

3.5 Haven Manor Health Care Facility
1441 Gateway Blvd.
Far Rockaway, NY 11691
Mr. Aron Cytryn
718-471-1500

Friedwald Center for Nursing
475 New Hempstead Road
New City, NY 10956
Mr. Steve Staum
845-678-2000

3.6 Ridgefield Associates has extensive experience dealing with NYS Department of Health staff and we are if requested and available able to represent facility during annual recertification survey.

Section 4: Scope of services

4.2 Ridgefield Associates will review and update as required the facilities fire and safety programs.

RFP 2023-065

Albany County Request for Contract Approval

Contract #	2023-1114
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	
Department	A6010 - Social ServicesA6119 - Children, Youth & Families
Date Submitted	Tuesday, June 13, 2023
Contact Person	DeAngelis, Joe
Contact Phone	() -518
Vendor Info	West 610 Opperman Drive, PO Box 64833, St. Paul, Mn 55164-1803
Estimated Amount	\$56,774.88
Estimated Term	9/1/2023 to 8/31/2026
Scope of Services	CLEAR is an online tool designed specifically for use with law enforcement and government investigators. It is currently utilized by DSS and DCYF to access online, public and proprietary client data to determine eligibility and/or obtain pertinent information for fraud and child support investigations.
Budget Line Item	AA6010 - 44043 AA6119 - 44043 - -
Fiscal Impact	County: 16.50% State: 31.50% Federal: 52.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

July 10, 2023

Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman
Hon. Bruce A. Hidley, County Clerk

Dear Sirs,

The Albany County Departments of Social Services and Children Youth and Families respectfully request Contract Administration Board approval for the following:

Approval is requested to renew an agreement with WEST® who will provide an online tool named CLEAR designed specifically for use with law enforcement and government investigators. It is currently utilized by DSS and DCYF to access online, public and proprietary client data to determine eligibility and/or obtain pertinent information for fraud and child support investigations. We are opting for the 3 year contract as it provides the best pricing and allows for fixed pricing over the term of the agreement.

There are only two providers who provide this type of service. CLEAR is by far the less expensive of the two (the other provider is Nexus Lexus) and our staff are very satisfied with the service and outcomes obtained by utilizing the services of CLEAR.



THOMSON REUTERS™

Order Form**Order ID:Q-06974840**

Contact your representative colleen.ostwald@thomsonreuters.com with any questions.
Thank you.

Subscriber Information**Sold To Account Address**

Account #: 1003940657
ALBANY COUNTY SOCIAL SERVICES
DEPT
SELVI JAYAKUMAR 3RD FLOOR
162 WASHINGTON AVE
ALBANY NY 12210-2304 US

Shipping Address

Account #: 1003940657
ALBANY COUNTY SOCIAL
SERVICES DEPT
SELVI JAYAKUMAR 3RD FLOOR
162 WASHINGTON AVE
ALBANY NY 12210-2304 US

Billing Address

Account #: 1003940657
ALBANY COUNTY SOCIAL SERVICES DEPT
SELVI JAYAKUMAR 3RD FLOOR
162 WASHINGTON AVE
ALBANY, NY 12210-2304 US

"Customer"

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Renewal Order Governing Agreement. Access to any new or renewal products set forth in this Order Form is governed by the same terms and conditions as your previous order form that contained the product(s) you are renewing

Renewal Products

Material #	Renewed Product	Agreement #	Deal ID #	Monthly Charges in effect prior to Renewal Effective Date	Monthly Charges for Initial Renewal Year	Renewal Effective Date	Renewal Term (Months)
41308780	CLEAR Proflex	0000146757		\$1,402.61	\$1,500.79	9/1/2023	36

Renewal Terms

Renewal Term Monthly Charges will be based on the Monthly Charges in effect at the end of the month before the Renewal Term starts. Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. The Renewal Term will continue for the number of complete calendar months identified in the Renewal Term column above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form

Post Renewal Terms

At the end of the Renewal Term, we will notify you of any change to Charges at least 60 days prior to the start of any subsequent 12-month period. Either of us may cancel the Post-Renewal Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage : If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage : If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Signature for Order ID: Q-06974840

ACKNOWLEDGEMENT Q-06974840

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 8/7/2023 CT.



THOMSON REUTERS

Attachment**Order ID: Q-06974840**Contact your representative colleen.ostwald@thomsonreuters.com with any questions. Thank you.

Order ID: Q-06974840

Payment, Shipping and Contact Information**Payment Method:**

Payment Method: Bill to Account

Account Number: 1003940657

This order is made pursuant to:

Order Confirmation Contact (#28)

Contact Name: Viscuso, Joe

Email: joe.viscuso@albanycountyny.gov**Account Contacts**

Contact Name	Email Address	Customer Type Description

Charges During Renewal Term

Material #	Product Name	Year 1 Monthly Charges	% incr Yr 1-2*	Year 2 Monthly Charges	% incr Yr 2-3*	Year 3 Monthly Charges	% incr Yr 3 4*	Year 4 Monthly Charges	% incr Yr 4-5*	Year 5 Monthly Charges
41308780	CLEAR Proflex	\$1,500.79	5.00%	\$1575.83	5.00%	\$1654.62	N/A	N/A	N/A	N/A

Charges During Renewal Term

Pricing is displayed only for the years included in the Renewal Term. Years without pricing in above grid are not included in the Renewal Term. Refer to your Order Form for the Post Renewal Term pricing

Albany County Request for Contract Approval

Contract #	2023-1132
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	A1170 - Public Defender
Date Submitted	Friday, June 23, 2023
Contact Person	Bulatao, Keith
Contact Phone	1 (518) 447-7771
Vendor Info	Gideon's Promise 101 Marietta Street, NW, Suite 250, Atlanta, GA 30303
Estimated Amount	\$26,000.00
Estimated Term	7/14/2023 to 7/31/2025
Scope of Services	Two Albany County Public Defenders will be provided twenty-two days of training between July 2023 and July 2025 including a two-week initial training from July 14-28,2023, and four subsequent weekends offered semi-annually.
Budget Line Item	AA1170 - 44039 - - -
Fiscal Impact	County: 0.00% State: 100.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

STEPHEN W. HERRICK
PUBLIC DEFENDER

COUNTY OF ALBANY
PUBLIC DEFENDER
112 STATE STREET, 2ND FLOOR
ALBANY, NEW YORK 12207
PHONE: (518) 447-7150 FAX: (518) 447-5533
www.albanycounty.com

June 29, 2023

Hon. Daniel P. McCoy
Albany County Executive
112 State Street, Room 1200
Albany, New York 12207

Hon. Bruce A. Hidley
Albany County Clerk
16 Eagle Street, Room 128
Albany, New York 12207

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

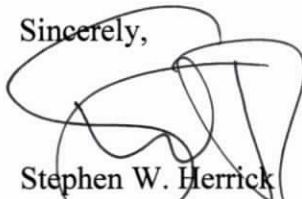
Dear County Executive McCoy, Clerk Hidley, and Chairman Joyce:

On behalf of the Public Defender's Office, I am requesting authorization to enter into a memorandum of understanding with Gideon's Promise for two public defenders to be provided twenty-two days of training between July 2023 and July 2025, including a two-week initial training from July 14 through 28, 2023, and four subsequent weekends offered semi-annually.

In addition to providing valuable training for the two public defenders, the Office's participation in the program contributes to the Office's qualification for Gideon's Promise's Law School Partnership Program, which provides fellows to public defender offices.

If you have any questions, please feel free to contact me.

Sincerely,



Stephen W. Herrick
Public Defender

Memorandum of Understanding

Gideon's Promise and Albany County Public Defender's Office

Gideon's Promise will agree to accept Gabriella Romero and Alexandra Girimonte for admission to the Class of 2023. The total cost of the CORE 101 Program is \$22,500, not including transportation. Gideon's Promise agrees to provide each of these two public defenders a scholarship to cover all but \$13,000. The Albany County Public Defender's Office agrees to pay \$13,000 for each of these public defenders towards the cost of tuition. The Albany County Public Defender's Office also agrees to cover the cost of transportation for these two public defenders for all required training sessions.

The public defenders will be provided twenty-two days of training between July 2023 and July 2025 including a two-week initial training from July 14-28, 2023, and four subsequent weekends offered semi-annually.

The Albany County Public Defender's Office agrees to pay at least \$12,000 per public defender upon receipt of this MOU. The Albany County Public Defender's Office agrees to pay any outstanding balance, if applicable, by December 15, 2023.

If either public defender withdraws from a Gideon's Promise training 31 or more days prior to the start of a training event, there will be a 20% administrative fee based on the payment for the relevant session. If a participant withdraws from the Gideon's Promise training less than 30 days before the beginning of a training event, there will be a 50% administrative fee.

Any scholarship awarded by Gideon's Promise will be used to cover training costs once the portion used by the office has been exhausted.

After applying any applicable administration fees, the remainder of any unused funds submitted to Gideon's Promise, will be applied towards any future Gideon's Promise programming.



6/22/23

Jonathan Rapping
Founder/CEO
Gideon's Promise

Date

Signature

Date

Agency Authorizing Officer

Title



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Stephen W. Herrick
Albany County Public Defender

FROM: Pamela O Neill *Pamella*
Purchasing Agent

DATE: June 29, 2023

RE: Sole Source Form Justification-Gideon's Promise

I am in receipt of your sole source form for Gideon's Promise in the amount of \$26,000.

As this CORE 101 Program is unique and a one of a kind training program for Public Defenders Offices I concur with your sole source justification.



Gideon's Promise Inc.

101 Marietta Street NW
#250
Atlanta Georgia 30303
U.S.A

INVOICE

Invoice# : **INV-162905**
Invoice Date : **27 Jun 2023**
Terms : **Custom**
Due Date : **20 Jul 2023**

Type : **Summer2023**
Event : **Core 101**

Customer

Albany County Office of the Public Defender

#	Item & Description	Class Year	Participant	Session	Qty	Rate	Amount
1	Core 101 Registration Fee Conference 1 of 5 (entire program fee)	2023	Gabriella Romero	Summer2023	1.00	13,000.00	13,000.00
2	Core 101 Registration Fee Conference 1 of 5 (entire program fee)	2023	Alexandria Girimonte	Summer2023	1.00	13,000.00	13,000.00

Make all checks payable to Gideon's Promise Inc.
If you have any questions regarding this invoice, please contact
finance@gideonspromise.org.

Sub Total 26,000.00
Total \$26,000.00
Balance Due \$26,000.00

Thank you for your support.

Albany County Request for Contract Approval

Contract #	2023-1131
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A1620 - Building Services
Date Submitted	Friday, June 23, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	City Building Systems 2001 Central Ave, Albany, NY 12205
Estimated Amount	\$84,840.00
Estimated Term	8/1/2023 to 7/31/2026
Scope of Services	Window washing services for various County facilities.
Budget Line Item	AA1620 - 4046 - - -
Fiscal Impact	County: 52.00% State: 48.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

June 23, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval of a contract with City Building Systems pursuant to RFB 2023-074 Window Washing Services.

City Building Systems will provide interior and exterior window washing services for various County facilities. The not to exceed cost of \$84,840.00 is for the three year term.

The term of this contract will be August 1, 2023 through July 31, 2026. At the end of the initial three year bid period, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals.

Please do not hesitate to contact me if I can be of further assistance.

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: June 23, 2023

Re: RFB 2023-074 Window Washing Services

I have reviewed the bids received for the RFB 2023-074 Window Washing Services. I recommend City Building Systems be awarded the contract for the amount not to exceed \$84,840.00 for the three year term.

If you need any further information or have any questions, please feel free to contact me.

DML:tas



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David Latina
Commissioner

FROM: Pamela O Neill
Purchasing Agent

DATE: June 23, 2023

RE: RFB-2023-074 Window Washing Services

I am in receipt of your recommendation to award the aforementioned to City Building Systems in the amount of \$84,840.00 for a three year term.

As City Building Systems is the lowest responsible and responsive bidder, I concur with your recommendation.

Please obtain the necessary contract approval of the Contract Administration Board, so that we may issue a Notice of Award.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Window Washing Services**

Bid Number: **2023-074**

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:

- (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date 6/15/23 Number 518 8607271

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

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

BF1

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

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

7. Communication concerning this Bid shall be addressed to:

DAVID LONGO

Phone:

518 - 860 7271

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

BF2

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Window Washing Services**
Bid Number: **2023-074**

COMPANY: City Building Systems
ADDRESS: 2001 CENTRAL AVE
CITY, STATE, ZIP: ALBANY NY 12205
TEL. NO.: 518 860 7271
FAX NO.: 518 374 7578
FEDERAL TAX ID NO.: 82-4394948
REPRESENTATIVE: DAVID LONGO
E-MAIL: CITY BUILDING SYSTEMS @ GMAIL.
SIGNATURE AND TITLE: DJ OWNER COM
DATE: 6/15/23

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Window Washing Services**

Bid Number: **2023-074**

SECTION 1	Facility Two Washings/Year	Cost Per Washing	Total Per Year 2 Washings
A	Albany County Family Court	\$ 1100.	\$ 2200.
B	Albany County Judicial Center	\$ 3800	\$ 7600
C	Albany County Court House	\$ 4500	\$ 9000
	TOTAL COST PER YEAR SECTION 1	9400	\$ 18,800
SECTION 2	Facility One Washing/Year	Cost Per Washing	
A	Albany County Office Building	\$ 5600	11,200
B	Albany County Probation	\$ 950	1900
C	Albany County Health/Mental Health	\$ 1480	2960
D	Albany County Mental Health/CAC/Board of Elections	\$ 1350	2700
E	Albany County Hall of Records	\$ 10.0	200
	TOTAL COST PER YEAR SECTION 2	\$ 9480	18,960
	TOTAL COST PER YEAR SECTION 1 & 2	\$ 18,880	37,760

city Building Systems

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME City Building Systems		3. IDENTIFICATION NUMBERS a) FEIN # 82-4394948 b) DUNS #	
4. D/B/A - Doing Business As (if applicable) & COUNTY FIELD: David Longo DBA		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 2001 CENTRAL AVE ALBANY NY 12205		7. TELEPHONE NUMBER 518 860 7271	8. FAX NUMBER 518 374 7578
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name David Longo Title OWNER Telephone Number 518 860 7271 Fax Number 518 374 7578 e-mail citybuildingssystems@gmail.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME David Longo	TITLE OWNER	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS: a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

X If Individual or Individuals:

STATE OF NY DAVID LONGO
COUNTY OF Schenectady) SS.:

SHENECE TIANHA TELESFORD
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01TE6433353
Qualified in Albany County
Commission Expires May 16, 2026

On this 15th day of JUNE, 2023, before me personally appeared David Longo to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

DAVID LONGO
DL

[Signature]
Notary Public, State of NY

Qualified in Albany

Commission Expires May 16, 2026

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Albany County Purchasing Div

Maureeb Shea, Deputy Purchasing Agent
112 State Street
Room 1000
Albany NY 12207

Schedule Year 2022 through 2023
Date Requested 05/26/2023
PRC# 2023900545

Location Albany County
Project ID# RFB-2023-074
Occupation Type(s) Window Cleaners

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

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

The Schedule is effective from July 2022 through June 2023. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, . Future copies of the annual determination are also available on the Department's website.

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

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: _____

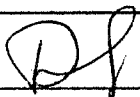
Address: _____

Phone Number(s): _____

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Description of where the work is to be performed within Albany County facilities:

N/A


Signature

David Longo
Printed Name

OWNER
Title

6/15/23
Date

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

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

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

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

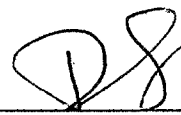
(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

6/15/23
Date


Signature
OWNER
Title
City Building
Company Name systems

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of: NY)
County of: Albany) ss:

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner

Address

Printed Name of Signatory

City, State, Zip

Title

Sworn before me this 15 day of June, 2023
[Signature]
Notary Public

Ryan Isles
Notary Public, State of New York
No. 01IS6396787
Qualified in Schenectady County
Commission Expires August 26, 2023

Printed Name

Signature

Date

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

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



Signature

OWNER

Title

City Building Systems

Company Name

6/15/23

Date

**WINDOW WASHING SERVICES
GENERAL SCOPE OF SERVICES
RFB-2023-074**

The scope of this contract is for the Contractor to wash windows inside and outside at various Albany County Facilities.

All bidding contractors should conduct a site visit by contacting the Building Superintendent listed for each group of facilities.

Where scaffolding or mechanical lifts are needed at any facility to access the windows, it shall be the responsibility of the Contractor to provide such equipment.

Various windows on the South facing facade of the *Albany County Court House* may be inaccessible due to landscaping restrictions. Contractor should identify and label windows that are believed to be inaccessible.

A. GENERAL REQUIREMENTS:

1. A service representative is to check with the Building Superintendent prior to reporting to the building for scheduling purposes.
2. Service Technicians are to sign in with the Facility Manager to gain access to specific areas and ensure minimal disruption to daily operations.
3. Service Technicians are to sign out with the Facility Manager and ensure all accessed areas and equipment are secured.
4. The work will be progressed in such a manner as to interfere as little as possible with the functioning of Albany County's Facilities and with the safety and convenience of its personnel and the general public.
5. All windows physically opened for cleaning must be closed and secured after cleaning.
6. In performing the work called for by these specifications, the Contractor will require its employees to use the equipment and safety devices that are required by Section 202 of the Labor Law and by Section 21 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York, entitled "Protection of Persons Employed at Window Cleaning - Structural Requirements, Equipment and Procedures," issued by the Industrial Board of Appeals, New York State Department of Labor, Empire State Plaza, Albany, NY 12223.
7. Only trained technicians will be permitted in completing service.
8. Albany County reserves the right to reject and bar from any County facility, any employee hired by the Contractor.
9. The Contractor will use every precaution to prevent damage to the buildings, roads, curbs, walks, pipes, poles and all other structure above and below the ground that are adjoining or included in the area under the contract. The Contractor will repair or replace, at its own expense, any County owned property and Albany County employees personal property damaged or destroyed by its forces.

**WINDOW WASHING SERVICES
DETAILED SCOPE OF SERVICES
RFB-2023-074**

Buildings to be cleaned Twice Per Year - June and November.

*****All exterior windows and doors cleaned inside and outside twice per year*****

A. Albany County Family Court – On-Site Contact: David Quinn 518-339-6273

32 Clinton Avenue

Albany, NY 12207

(Two story building with partially exposed basement. Exterior of windows accessible from exterior only)

B. Albany County Judicial Center – On-Site Contact: David Quinn 518-339-6273

6 Lodge Street

Albany, NY 12207

(Five story building with partially exposed basement. Exterior of windows accessible from exterior only.)

C. Albany County Court House – On-Site Contact: David Quinn 518-339-6273

Columbia and Eagle Streets

Albany, NY 12207

(Five story building with partially exposed basement. Exterior of windows accessible from exterior only.)

(Various windows on the South facing facade of the ACCH may be inaccessible due to landscaping restrictions.

RFB-2023-074 Tabulation
Window Washing Services

Bidder	Tristate Façade Services	Power Washing Pro LLC	City Building Systems
Section 1 Two Washings/Year			
A - Cost Per Washing	\$ 1,800.00	\$ 7,588.00	\$ 1,100.00
A - Total 2 Washings	\$ 3,600.00	\$ 15,175.00	\$ 2,200.00
B - Cost Per Washing	\$ 6,500.00	\$ 14,346.00	\$ 3,800.00
B - Total 2 Washings	\$ 13,000.00	\$ 28,692.00	\$ 7,600.00
C - Cost Per Washing	\$ 10,000.00	\$ 14,346.00	\$ 4,500.00
C - Total 2 Washings	\$ 20,000.00	\$ 28,692.00	\$ 9,000.00
Total Cost Per Year Section 1	\$ 36,600.00	\$ 72,560.00	\$ 18,800.00
Section 2 One Washing/Year			
A	\$ 8,500.00	\$ 37,724.75	\$ 5,600.00
B	\$ 2,500.00	\$ 6,400.00	\$ 950.00
C	\$ 1,000.00	\$ 3,200.00	\$ 1,480.00
D	\$ 1,000.00	\$ 3,200.00	\$ 1,350.00
E	\$ 250.00	\$ 1,600.00	\$ 100.00
Total Cost Per Year Section 2	\$ 13,250.00	\$ 52,124.75	\$ 9,480.00
Total Cost Per Year Section 1 & 2	\$ 49,850.00	\$ 124,684.75	\$ 28,200.00

* See Note

*Note - work to be done per DOL and OSHA guidelines in approved workmanlike manner. No safe access plan designed for window cleaning

RFB-2023-074 Window Washing Services
Calculations

Bidder	City Building Systems	
	Cost Per Washing	Total Per Year 2 Cleanings
Judicial Center 2 Cleanings/Year	\$ 3,800.00	\$ 7,600.00
Court House 2 Cleanings/Year	\$ 4,500.00	\$ 9,000.00
Family Court 2 Cleanings/Year	\$ 1,100.00	\$ 2,200.00
Total Cost Per Year		\$ 18,800.00

OCA	County
0.53 \$ 4,028.00 \$	3,572.00
0.67 \$ 6,030.00 \$	2,970.00
0.79 \$ 1,738.00 \$	462.00
\$ 11,796.00 \$	7,004.00

Bidder	Tri-State Façade Services, Inc.	
	Cost Per Washing	Total Per Year
Office Building 1 Cleaning/Year	\$ 5,600.00	\$ 5,600.00
Probation 1 Cleaning/Year	\$ 950.00	\$ 950.00
Health & Mental Health 1 Cleaning/Year	\$ 1,480.00	\$ 1,480.00
Motor Vehicles 1 Cleaning/Year	\$ 1,350.00	\$ 1,350.00
Hall of Records 1 Cleaning/Year	\$ 100.00	\$ 100.00
Total Cost Per Year		\$ 9,480.00

\$ 28,280.00	\$ 11,796.00 \$	16,484.00
	0.42	0.58
	\$ 9,480.00	

Albany County Request for Contract Approval

Contract #	2023-1111
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A1610 - General Services
Date Submitted	Friday, June 09, 2023
Contact Person	Latina, David
Contact Phone	1 (518) 447-7207
Vendor Info	Conventions, Sports & Leisure International 520 Nicollet Mall, Suite 520, Minneapolis, MN 55402
Estimated Amount	\$48,500.00
Estimated Term	6/13/2023 to 6/12/2024
Scope of Services	The purpose of this requested contract is to conduct a feasibility study of new/expanded amateur sports facilities in Albany County.
Budget Line Item	HHY - Z - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

June 9, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval of a contract with Conventions, Sports & Leisure International, in conjunction with CHA Consulting to conduct a feasibility study of new/expanded amateur sports facilities in Albany County. The not to exceed cost of this contract will be \$48,500.

Associated costs of this contract will be covered by Bond HHYZ dated 11/12/2019 pursuant to Resolution 518 of 2019.

The term of this contract will be 6/13/2023 to 6/12/2024.

Please do not hesitate to contact me if I can be of further assistance.

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)



June 8, 2023

Mr. George J. Penn
Director of Operations
Albany County Executive Office
112 State Street
Albany, New York 12207

Dear Mr. Penn:

Conventions, Sports & Leisure International (CSL), in conjunction with CHA Consulting (CHA), is pleased to submit this scope and fee proposal to conduct a feasibility study of new/expanded amateur sports facilities in Albany County, New York. The results of this study will assist you and other stakeholders evaluate market demand, program/layout, capital costs, financial operating characteristics, and economic impacts associated with the development and operation of investment in new/expanded amateur sports facilities in Albany County. Within this letter, a study scope of work and associated timing and fee structure has been prepared for your consideration.

PROPOSED SCOPE OF SERVICES

It is understood that the County is interested in evaluating opportunities to expand or add facilities to the County's ice rink project. Concepts may include an additional ice sheet, a court facility, indoor turf space, esports facility, and other such spaces.

CSL will complete the following scope of work. The primary study tasks are outlined below, followed by a more detailed description of the study effort below and on the subsequent pages.

- Task 1. Kickoff, Project Orientation & Interviews
- Task 2. Local Market Conditions Analysis
- Task 3. Industry Characteristics & Trends Analysis
- Task 4. Competitive & Comparable Facility Analysis
- Task 5. Market Outreach, Interviews & Surveys
- Task 6. Demand Assessment & Program Recommendations
- Task 7. Concepts, Capital Costs & Financial Operations
- Task 8. Economic Impact Analysis
- Task 9. Preparation & Presentation of Final Report

Task 1. Kickoff, Project Orientation & Interviews

As an initial task in the engagement, CSL and CHA will work with you and other key stakeholders to establish the specific project goals and timeframe. An initial planning meeting will take place to collect pertinent project data and to identify the local organizations, officials and others that CSL and CHA will need to meet with at the study's outset. CSL and CHA will connect with key project stakeholders to obtain background information related to the project. In addition to meetings with you, these interviews could include individuals such as leadership from the County, potential facility users and user groups such as individuals and groups currently utilizing County facilities and other existing local sports and recreation facilities, leagues, clubs, tournament organizers and/or camp/clinic operators, leadership and/or sports representatives from local schools, colleges, area hoteliers, hospitality and service industry representatives, and other community groups and stakeholders. These meetings will focus on understanding conditions with regard to local market characteristics, facility needs and the opportunities that future investment in new/expanded amateur sports facilities in Albany County may represent.

Task 2. Local Market Conditions Analysis

The purpose of this task is to define and evaluate the local market characteristics of the Albany County area and assess the area's ability to support new/expanded amateur sports facilities. Initially, CSL will review any existing data, documentation and resources, historical utilization and financial operations data among existing area sports and recreation facilities, plans related to past or proposed facilities and sites, land acquisition cost estimates, lease agreements for potential sports organizations/tenants and other such information. Characteristics to be evaluated include, but are not limited to the following:

- Existing/planned youth/amateur sports facilities in the local area.
- Key demographic and socioeconomic characteristics and trends, such as population, disposable income, retail sales, entertainment spending, corporate base and other such indicators.
- Existing/planned lodging properties, rooms and cost structures.
- Destination marketing efforts, programs and funding.
- Tax rates, collections and uses (e.g., hospitality industry taxes, sales/use taxes, etc.).
- Proximity issues to major metropolitan markets and other population centers.
- Air, rail, ground transportation and shuttle access.
- Entertainment, recreation and other cultural amenities.
- Key community resources.
- Other such characteristics.

The results of this task will be used in combination with data prepared throughout the study to assess the Albany County area's ability to accommodate demand associated with new/expanded amateur sports facilities. By understanding the type of local sports and recreation activity, sports tourism and other activity currently accommodated within the community, the CSL/CHA team can focus recommendations on facility development/investment that is in alignment with greater market needs.

Task 3. Industry Characteristics & Trends Analysis

As part of this task, CSL will provide an overview of local sports/recreation and sports tourism participation trends in the local, regional and national marketplace. An understanding of these trends provides a framework from which to assess potential demand for new/expanded amateur sports facilities in Albany County. Throughout this task, CSL will evaluate these and related trends, summarizing the potential impact on new/expanded amateur sports facilities. An evaluation of these trends will be important in framing and placing overall market demand estimates into the context of the industry, presently and into the foreseeable future.

Task 4. Competitive & Comparable Facility Analysis

The number and types of facilities in the local and regional market that may compete for the limited supply of facility users will affect the market potential for new/expanded amateur sports facilities in the Albany County area. In this task, CSL will review the existing amateur sports facility offerings throughout the competitive regional marketplace. Inventories of sports tourism and amateur sports facilities/complexes will be developed to determine the level of competition within the marketplace and identify areas of potential need. CSL will analyze existing and planned local and regional competitive sports facilities and other event facilities to assess the relation, interaction and impact, if any, they may have on the demand for a potential new/expanded amateur sports facilities in Albany County.

Additionally, CSL will also evaluate projects around the country that may offer some element of comparable insight (e.g., pricing structures, staffing levels, sponsorship/advertising opportunities, expense ratios, etc.). A specific emphasis will be placed on identifying and analyzing amateur sports facilities in destinations similar to the Albany area.

The types of data that will be assembled include, but are not limited to, the following:

- Facility type and marketing focus.
- Physical characteristics including number and type of courts, turf space, ice, and/or other facilities (i.e., hardwood, sportcourt, indoor turf, ice sheets, performance center space, fitness and wellness spaces and amenities, esports facilities, fields, etc.), types of facility/complex and component layouts, spectator seating, and other such features.
- Future expansion plans.
- Construction costs and financing sources.
- Leveraged private partnerships and/or sponsorship opportunities.
- Partnerships with local schools, colleges and/or universities.
- Game, tournament, practice, training, camp, and clinic characteristics (levels, attendance, utilization, future bookings, etc.).
- Operating revenues and expenses.
- Tenant and daily rental terms.
- Concessions and other ancillary services and amenities.
- Available parking.
- Area demographics.
- Location characteristics (e.g., proximity to restaurants, transportation access, etc.).

This analysis will assist in providing data as to how new/expanded amateur sports facilities in Albany County could compete within the greater regional marketplace, as well as later assisting in the evaluation of the associated financial operations, pricing structure and staffing levels. Detailed case studies for each facility will be provided.

Task 5. Market Outreach, Interviews & Surveys

The purpose of this task is to develop primary market research specific to Albany County market demand. In-person interviews, telephone and videoconference meetings and/or other focus group interviews with key local individuals, user groups and business leaders will be conducted near the outset of the study to gain insight into the local community's attitude toward development and operations of a potential new/expanded amateur sports facilities in Albany County.

Beyond these local interviews, CSL will identify and interview via telephone/videoconference a sample of potential users and/or user groups from a local and regional basis. These interviews allow for going beyond simply relying on competitive and comparable facility data in order to develop utilization and other financial operating assumptions. These interviews may include organizations and/or individuals from the following segments:

- Various youth and adult recreational sports associations, clubs and organizations.
- Local area municipal Parks and Recreation departments.
- Local school districts.
- Local colleges and universities.
- Local and regional youth and adult sports associations.
- National, regional, and local tournament organizers.
- Other potential user groups of new/expanded amateur sports facilities in Albany County, as identified.

For each demand segment, CSL will evaluate whether the current Albany County inventory of facilities is presently adequate and which segments represent the greatest areas of need/emphasis for new product development.

League, tournament, camp, clinic, and other such organizer survey results will be analyzed to provide summaries of the following data specific to the potential for new/expanded amateur sports facilities in Albany County:

- Likelihood of utilizing new/expanded amateur sports facilities in Albany County.
- Reasons for a lack of interest in using new/expanded amateur sports facilities in Albany County.
- Physical characteristic needs (i.e., number/size of courts, outdoor & indoor fields, other playing surfaces, training spaces, etc.).
- Space/seating levels required.
- Overall hotel room requirements.
- Other important community requirements.
- Weekday, weekend and other timing/seasonality issues.
- Length of the league, tournament, camp, clinic or other activity.
- Past facility use and perceptions of the Albany County area and destination.
- Other related information and relevant opinions.

Task 6. Demand Assessment & Program Recommendations

The purpose of this task is to synthesize findings from the previous tasks to generate conclusions of market demand and to recommend a supportable facility program for the proposed new/expanded amateur sports facilities in Albany County. If a phased project is indicated, the CSL/CHA team will recommend a prioritization of projects and sequence of development/investment initiatives.

Building off of the research, analysis and findings of previous tasks, CSL will be able to identify the leagues, tournaments, camps, clinics or other activities that represent the primary sources of demand for the proposed new/expanded amateur sports facilities in Albany County, upon which facility recommendations and activity estimates are based.

In analyzing programmatic elements, the CSL/CHA team will focus on:

- Physical characteristics such as number and size of indoor courts (hardwood, sportcourt), indoor turf space, ice sheets, fields (outdoor, indoor, synthetic turf, natural grass), other training spaces, esports facilities, and other key athletic spaces/facilities.
- Fixed and temporary seating levels.
- Amount and type of other revenue-producing areas and key amenities.
- Supporting infrastructure needs, including indoor programmed areas, restroom and locker room facilities, concessions and hospitality offerings, storage space, etc.
- Sustainability and low maintenance systems.
- Possibilities for future expansion.

Further, CSL will identify any external factors that could significantly affect the ability of any new/expanded sports facility development to maximize its potential. Should any existing complementary facilities, amenities and/or infrastructure be deemed inadequate to accommodate the noted demand, CSL will conduct a preliminary assessment of such items/issues. A discussion of potential methods of facilitating their development or creation will be prepared, including incentivizing private sector participation and/or creative public/private partnership (P3) structures to enhance the infrastructure needed to adequately support any future amateur sports facility investment.

Task 7. Concepts, Capital Costs & Financial Operations

Initially, CHA will develop concept layouts, test fits and other illustrations that incorporate the program items previously identified. CHA will prepare order-of-magnitude capital (construction) costs associated with the identified concept plans for the identified new/expanded amateur sports facilities in Albany County.

Based on the results of previous tasks, CSL will project the anticipated usage among local, drive-in and overnight visitors. The success opportunity will be evaluated associated with new/expanded amateur sports facilities could accommodate existing and future demand from Albany County area users, while competing with other regional facilities for the opportunity to host non-local games, tournaments, meets, camps, clinics, practices and other such activities. Specifically, from these data, information will be provided concerning the following:

- Description of leagues, tournaments, camps, clinics and/or other activities that could utilize new/expanded amateur sports facilities in Albany County.
- Appropriate mix of utilization from each category.
- Projected attendance at each type of activity/usage.
- Estimates of participant and spectator spending on concessions, merchandise, tickets, etc.
- Access and/or rental terms anticipated.
- Levels and seasonality of use.

CSL will identify the leagues, tournaments, camps, clinics or other activities that represent the primary sources of demand for potential new/expanded amateur sports facilities in Albany County and assess the potential penetration of these markets to estimate activity levels, attendance levels and other primary characteristics by type of sport/activity. These estimates will form the basis on which CSL will evaluate the financial implications of operating the new/expanded amateur sports facilities and their ability to accommodate demand and fill areas of need in the market.

CSL will then conduct a detailed financial analysis to estimate financial operating results over a 20-year period for the identified new/expanded amateur sports facilities under the supportable development scenario identified. The results of this analysis will help you and other project stakeholders make informed decisions about potential facility development/expansion. Based on the potential usage mix and levels, attendance, rent and fee structures, per capita spending estimates and the financial performance of comparable sports facilities, CSL will prepare estimates of operating revenues and expenses associated with the potential new/expanded amateur sports facilities. Revenue and expense estimates will include, but are not limited to, the following:

Operating Revenues	Operating Expenses
Facility Rental Fees	Labor
Service Fees	Utilities
Concessions	Insurance
Merchandise	Contract Services
Parking	Repairs and Maintenance
Advertising / Sponsorships	Administration
Naming Rights	Capital Reserve Funding
Other Miscellaneous Revenue	Other Miscellaneous Expenses

The financial operating model allows flexibility in adjusting certain key variables and cost-effective analysis of a variety of potential facility operating scenarios and supportable program characteristics. In addition, this sensitivity analysis allows CSL to estimate potential annual fluctuations by modifying various inputs and assumptions, thereby providing an assessment of the potential financial and operating risks involved with facility operations.

Task 8. Economic Impact Analysis

CSL will estimate the economic and tax impacts associated with the operation of the new/expanded amateur sports facilities in Albany County. As part of this analysis, estimates of total incremental out-of-town visitors to the Albany County area generated as a result of the facility (or facilities) will be developed. Appropriate per-participant/attendee spending estimates will then be applied using industry data adjusted to the local area. The resulting participant/attendee spending levels will be segmented by industry and applied to economic impact multipliers.

The multipliers, specific to the Albany County area and provided by leading input/output multiplier models, will be used to estimate total economic output, earnings and employment generated as a result of the new/expanded amateur sports facilities. From these economic impact variables, CSL will apply appropriate local, regional and statewide tax rates to estimate the added tax revenue generated as a result of the project.

The completion of the economic and fiscal impact analysis will allow for a comparison of key costs and benefits associated with the development and operation of the potential new/expanded amateur sports facilities project. Estimates of impacts associated with facility construction and operations will be presented over a 20-year period. Further, a summary of various non-quantifiable (or intangible) benefits associated with investment in the project will be presented and discussed.

Task 9. Preparation & Presentation of Final Report

In this final task, CSL/CHA will prepare a written report summarizing key findings and recommendations. These matters will be summarized in a draft report including an executive summary, which will be submitted to the County prior to finalizing the document. After comments are incorporated, we will issue a final written report summarizing all findings, conclusions and recommendations. CSL/CHA could also conduct oral presentations for appropriate stakeholders regarding study findings.

PROPOSED TIMING & PROFESSIONAL FEES

The CSL/CHA team is prepared to commence this engagement upon receipt of notice to proceed. The scope of work outlined herein would be expected to be completed within twelve (12) to fourteen (14) weeks. We anticipate two (2) visits to the Albany area during the study. The initial kickoff visit would be attended by appropriate project team representatives for purposes of project organization/planning, tours and local interviews and outreach, while the second visit is anticipated at the conclusion of the study for presentations of study findings. Our team would be available for telephone or virtual meetings as needed to complement the study effort and for coordination/collaboration purposes.

Total professional fees for any engagement will depend on the number of hours required to complete the project and skill levels of the assigned personnel. Total professional fees and expenses associated with the scope of services outlined herein will not exceed \$48,500. Professional fees and out-of-pocket expenses will be billed and are payable on a monthly basis. In the event that a decision not to proceed occurs at any point following the initiation of the engagement, we will cease our work immediately and bill you for time incurred on the engagement at that point in time. Should additional work be requested beyond the scope of services detailed herein, professional fees will be billed on an hourly rate basis. The fees and rates quoted herein are firm for a period of one (1) year from the date of this letter.

Mr. George J. Penn
June 8, 2023
Page 7 of 7

* * * * *

Upon your review of this information, please do not hesitate to contact me at (612) 294-2003 or bkrueger@cslintl.com. We would be happy to discuss any specific preferences or alternatives you might have for the envisioned new/expanded amateur sports facilities study. We would look forward to the opportunity to assist you and other stakeholders with planning concerning this project and could prepare an engagement letter (contract) at your request.

Sincerely,

A handwritten signature in dark ink, appearing to read "Bill Krueger", with a stylized flourish extending from the end.

Bill Krueger
Senior Vice President
CSL International

Albany County Request for Contract Approval

Contract #	2023-1140
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A1640 - Fleet Management
Date Submitted	Friday, June 30, 2023
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Joe Basil Chevrolet, Inc. 5111 Transit Rd, Depew, NY 14043
Estimated Amount	\$88,887.22
Estimated Term	7/11/2023 to 7/10/2024
Scope of Services	Purchase two (2) Silverado 2500HD Reg Cab 142" Work Trucks
Budget Line Item	AA1640 - 44029 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

June 30, 2023

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval to purchase two Silverado 2500HD Reg Cab 142" Work Trucks from Joe Basil Chevrolet, Inc. pursuant to bids received from the NYS Vehicle Marketplace mini bid #13705.

Each vehicle priced at \$44,443.61 for a total cost of \$88,887.22. Purchase included in Capital Plan 2023 – 2027- HHYZ - Res No 518 of 2019 dated November 12, 2019.

Please do not hesitate to contact me if I can be of further assistance.

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: June 30, 2023

Re: Two Silverado 2500HD Reg Cab 142" Work Trucks

I have reviewed the bids received from venders listed on the NYS Vehicle Marketplace mini bid #13705. As the lowest bidder for two Silverado 2500HD Reg Cab 142" Work Trucks, I recommend Joe Basil Chevrolet, Inc. be awarded the purchase order for the amount not to exceed \$88,887.72.

If you need any further information or have any questions, please feel free to contact me.

DML:tas



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
General Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: June 30, 2023

RE: Purchase of (2) Chevrolet Silverado's Reg Cab 142" Work Truck
NYS Vehicle Marketplace Mini Bid#13705

I am in receipt of your recommendation to award the aforementioned to Joe Basil Chevrolet, Inc. in the amount of \$88,887.72 from the New York State Vehicle Marketplace.

As Joe Basil Chevrolet, Inc. is the lowest responsible and responsive bidder, I concur with your recommendation.

Please obtain the necessary contract approval of the Contract Administration Board so that we may issue a Notice of Award.



SALES QUOTE

Joe Basil Chevrolet, Inc.

5111 Transit Rd

Depew, NY 14043

Dir. 716-206-1746

Fax 716-685-1746

rschiefer@basilfleet.com

INVOICE NO.

DATE June 29, 2023

CUSTOMER ID 856351

NYS DEALER

#1100005392

TO: Pamela O'Neill

Albany County

112 State St

Albany, NY 12207

518-447-7139

pamela.oneill@albanycountyny.gov

SHIP TO: [Contact Name]

[Company Name]

[Street Address]

[City, ST ZIP Code]

[Phone]

Salesperson	Customer PO#	Mini Bid	NYS Certification#	Option Discount %	Contract Discount %	NYS Discount	PAYMENT TERMS
Ron S		13705	PC68942			INCL	Net 30
VIN#						STK#	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	NET TOTAL
2	CK20903	2024 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck	\$ 44,443.61	\$ -	\$ 88,887.22
2	1WT	Work Truck Preferred Equipment Group	\$ -	\$ -	\$ -
2	AKO	Glass, deep-tinted	\$ -	\$ -	\$ -
2	AZ3	Seats, front 40/20/40 split-bench	\$ -	\$ -	\$ -
2	C49	Defogger, rear-window electric	\$ -	\$ -	\$ -
2	DLN	Mirrors, outside heated power-adjustable, manual folding	\$ -	\$ -	\$ -
2	E63	Durabed, pickup bed	\$ -	\$ -	\$ -
2	GAZ	Summit White	\$ -	\$ -	\$ -
2	GT4	Rear axle, 3.73 ratio	\$ -	\$ -	\$ -
2	H1T	Jet Black, Cloth seat trim	\$ -	\$ -	\$ -
2	IOR	Audio system, Chevrolet Infotainment 3 system	\$ -	\$ -	\$ -
2	JGB	GVWR, 10,250 lbs. (4649 kg)	\$ -	\$ -	\$ -
2	K34	Cruise control, electronic	\$ -	\$ -	\$ -
2	KW5	Alternator, 220 amps	\$ -	\$ -	\$ -
2	L8T	Engine, 6.6L V8	\$ -	\$ -	\$ -
2	MKM	Transmission, Allison 10-Speed automatic	\$ -	\$ -	\$ -
2	NE1	Emissions	\$ -	\$ -	\$ -
2	NZZ	Skid Plates	\$ -	\$ -	\$ -
2	PCV	WT Convenience Package	\$ -	\$ -	\$ -
2	PYN	Wheels, 17" (43.2 cm) painted steel, Silver	\$ -	\$ -	\$ -
2	QHQ	Tires, LT245/75R17E all-season, blackwall	\$ -	\$ -	\$ -
2	QT5	Tailgate, gate function manual with EZ Lift	\$ -	\$ -	\$ -
2	VK3	License plate kit, front	\$ -	\$ -	\$ -
2	VYU	Snow Plow Prep/Camper Package	\$ -	\$ -	\$ -
2	ZHQ	Tire, spare LT245/75R17E all-season, blackwall	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
		<u>Non-OEM Equipment</u>	\$ -	\$ -	\$ -
2	DELIVERY	Region III	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -

TOTAL DISCOUNT

SUBTOTAL \$ 88,887.22

SALES TAX \$ -

TOTAL \$ 88,887.22



Please Make Checks Payable to Joe Basil Chevrolet, Inc

Thank you For Your Business

THIS QUOTE SERVES AS YOUR ACKNOWLEDGMENT THAT THIS ORDER HAS BEEN REVIEWED FOR ACCURACY AND DEEMED CORRECT.

Name

Title

Date

Sign

Revised 6/29/2023 11:16

Name	Model Year	Make	Model & Trim Level	Model Code	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount (%)	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Total Number of Vehicles	Total Price for Mini-Bid
Joe Basil Chevrolet, Inc.	2024	Chevrolet	Silverado 2500HD Reg Cab 142" Work Truck	CK20903	4WD	Gasoline	\$49,245.00	9.75%	\$44,443.61	\$0.00	\$44,443.61	2	\$88,887.22
Cappellino Chevrolet Inc	2024	Chevrolet	Silverado Reg Cab	CK20903	4WD	Gasoline	\$49,245.00	9.4%	\$44,615.97	\$0.00	\$44,615.97	2	\$89,231.94
Chevrolet of Smithtown	2024	Chevrolet	Silverado 2500HD Reg WT	CK20903	4WD	gasoline	\$49,760.00	4.06%	\$47,739.74	\$0.00	\$47,739.74	2	\$95,479.48

Albany County Office Building RenovationsProject Number: DGS-02-01Project Status: New Existing 1 Amended

Amendment(s):

2023-2027 Consolidating project into new project going forward.

This project provides for the renovation of the Harold L. Joyce Albany County Office Building. The project includes a new roof, HVAC and electrical systems, ADA compliance, elevator modernization and various interior and exterior upgrades. This project began in the Fall of 2002 and is estimated to be complete in 2023. The project has a useful life of 20 to 30 years.

	Year	Pre 2022	2022	2023	2024	2025	2026	2027	Total
County Debt (Bonds & BANS)		20.484	1.300	-	-				21.784
NYS Reimbursement									
Total County Cost		20.484	1.300	-	-	-	-	-	21.784

Facility Improvement ProjectProject Number: DGS-08-01Project Status: New Existing 1 Amended

Amendment(s):

2022-2026 reduce total cost

2023-2027 Consolidating project into new project going forward.

As part of a continuing program to maintain existing facilities, this project consists of interior painting, carpeting, HVAC modifications, departmental relocation costs, design fees, construction fit-up costs (retrofit / office buildout), moving expenses and the installation of energy management systems at various facilities. Also included are expenses for Times Union Center garage and Spruce Street garage from 2016.

	Year	Pre 2022	2022	2023	2024	2025	2026	2027	Total
County Debt (Bonds & BANS)		8.442	0.500	-	-				8.942
NYS Reimbursement									
Total County Cost		8.442	0.500	-	-	-	-	-	8.942

Vehicle and Truck Replacement ProjectProject Number: DGS-12-01Project Status: New Existing 1 Amended

Amendment(s):

2022-2026 add additional year to project

2023-2027 add additional years and increase yearly costs.

This project would replace fleet pool vehicles in accordance with our Department Vehicle Replacement Plan. This plan would replace 11 +/- vehicles per year for the next 2 years and the vehicles being replace are 10 years old or older. This project was amended to change the completion date to 2024.

	Year	Pre 2022	2022	2023	2024	2025	2026	2027	Total
County Debt (Bonds & BANS)		2.114	0.250	0.500	0.500	0.500	0.500	0.500	4.864
NYS Reimbursement									
Total County Cost		2.114	0.250	0.500	0.500	0.500	0.500	0.500	4.864

County-wide Facilities EvaluationProject Number: DGS-15-01Project Status: New 1 Existing Amended

Amendment(s):

Many of the County's facilities are aged and would benefit from a structural and engineering evaluation. The proposed evaluation will allow the County to make the best use of it's resources. This project will include evaluation and engineering fees starting in 2015, with any construction beginning in the out years.

	Year	Pre 2022	2022	2023	2024	2025	2026	2027	Total
County Debt (Bonds & BANS)		1.350							1.350
NYS Reimbursement									
Total County Cost		1.350	-	-	-	-	-	-	1.350