

Albany County Request for Contract Approval

Contract #	2023-1227
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	N) None
Department	A3150 - Correctional Facility
Date Submitted	Thursday, August 10, 2023
Contact Person	Lyons, Michael
Contact Phone	() -
Vendor Info	DSI, ITI, INC. 107 ST. FRANCIS STREET, STE 3200, MOBILE, AL 36602
Estimated Amount	\$34,694.00
Estimated Term	1/1/2023 to 12/31/2023
Scope of Services	Annual software and maintenance to the offender management system previously purchased with prior resolution #408 of 2001 at the Correctional Facility.
Budget Line Item	AA3150 - 44070 - - -
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

Albany County Correctional Facility
840 Albany Shaker Road, Albany, New York 12211
(518) 869-2600 FAX (518) 869-3923

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: August 10, 2023

To: Contract Administration Board (CAB)

From: Michael J. Lyons, Superintendent

Subject: Annual Maintenance/Software for Offender Management System

Briefly, this request is to enter into an Agreement between Albany County Sheriff's Office and DSI, ITI, INC. the sole source to provide annual software and maintenance to the offender management system previously purchased with prior resolution 406 of 2001 at the Albany County Correctional Facility.

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

QUOTE

DATE: July 14, 2023

EXPIRATION DATE: January 15, 2024

TO Albany County Division of
Information Offices
840 Albany Shaker Road
...

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS
Angela Paulini	M&S	FOB	TBD	TBD	100% Upon Delivery
QTY	DESCRIPTION			UNIT PRICE	LINE TOTAL
	Annual Offender Management Maintenance				\$23,290.00
	Annual PictureLink Imaging Maintenance				\$1,049.57
	Annual Crystal Reports Maintenance				\$1,980.00
	Annual Phone Incidents				\$3,502.00
	Annual Phone Incidents After Hours				\$3,605.00
	Annual Interface – VINE				\$2,317.00

Billed
separately

~~\$35,743.57~~

34,694.00

Notes: Coverage period: January 1, 2023 – December 31, 2023

To accept this quotation, sign here and return: _____

Thank you for your business!





 3120 Fairview Park Dr. / Suite 300
Falls Church, VA 22042

January 7, 2022

Karen Storm
Albany County
Purchasing Department
112 State Street
Albany, NY 12207

Dear Ms. Storm,

ViaPath Technologies is the sole owner and manufacturer of the Offender Management System utilized at your facility. ViaPath Technologies does not contract nor outsource any of its upgrades, maintenance, or support services to other companies. For this reason, ViaPath Technologies is the only company that can provide your facility with upgrades, maintenance, and support on the ViaPath Technologies Offender Management System.

Should you have any question regarding this matter please feel free to contact me directly at (315)-404-6732 or at randy.greening@viapath.com. Thank you for your time. I look forward to speaking with you in the near future.

Thank you,

A handwritten signature in black ink, appearing to read "Randy Greening", with a long horizontal flourish extending to the right.

Randy Greening
Account Manager
Viapath Technologies



Albany County Request for Contract Approval

Contract #	2023-1228
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	
Department	A3150 - Correctional Facility
Date Submitted	Thursday, August 10, 2023
Contact Person	Lyons, Michael
Contact Phone	() -
Vendor Info	POWERDMS, INC 2120 Park PL, Suite 100, El Segundo, CA 90245
Estimated Amount	\$23,740.92
Estimated Term	1/1/2023 to 12/31/2023
Scope of Services	Annual Subscription Renewal for PowerDms software w730 License manuals, and accreditations.
Budget Line Item	AA3150 - 44070 - - -
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

Albany County Correctional Facility
840 Albany Shaker Road, Albany, New York 12211
(518) 869-2600 FAX (518) 869-3923

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: August 10, 2023
To: Contract Administration Board (CAB)
From: Michael J. Lyons, Superintendent
Subject: Annual Subscription for POWERDMS software

Briefly, this request is to enter into an Agreement between Albany County Sheriff's Office and POWERDMS to provide Corrections and Law Enforcement which includes over seven hundred users who need an intuitive platform for managing and connecting their polices, training, and/or accreditation.

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

2120 Park Pl, Suite 100
El Segundo, CA 90245

P: 1.800.749.5104
F: 407.210.0113
Receivables@powerdms.com
EIN: 59-3668885

Invoice No.: INV-38025
Invoice Date: 06-30-2023

Due Date: 08-29-2023
Payment Terms: Net 60
Purchase Order No.
Customer No. A-8989

Billing Information

Ronald Murray
Albany County Sheriff's Office (NY)
16 Eagle Street
Albany, NY 12207
United States

Shipping Information

Albany County Sheriff's Office (NY)

16 Eagle Street
Albany, NY 12207
United States

Product	Start Date	End Date	Quantity	Total Price
Legacy Training Included	08-16-2023	08-15-2024	799	\$0.00
NYSDCJS Manual (NY LE Standards)	08-16-2023	08-15-2024	1	\$0.00
NYSSA Civil Accreditation Manual	08-16-2023	08-15-2024	1	\$0.00
NYSSA Corrections Accreditation Manual	08-16-2023	08-15-2024	1	\$0.00
NYSSA Court Security Accreditation Manual	08-16-2023	08-15-2024	1	\$0.00
NYSSA PSAP Program Accreditation Manual	08-16-2023	08-15-2024	1	\$0.00
PowerDMS Standards for NYSDCJS	08-16-2023	08-15-2024	1	\$1,150.00
PowerDMS Standards for NYSSA Corrections Accreditation	08-16-2023	08-15-2024	1	\$850.00
PowerDMS Standards for NYSSA Court Security Accreditation	08-16-2023	08-15-2024	1	\$850.00

PowerDMS Standards for NYSSA PSAP	08-16-2023	08-15-2024	1	\$850.00
PowerDMS Standards NYSSA Civil Accreditation	08-16-2023	08-15-2024	1	\$0.00
PowerPolicy Professional Subscription	08-16-2023	08-15-2024	799	\$20,040.92

SUBTOTAL	\$23,740.92
Sales Tax	\$0.00
TOTAL	\$23,740.92
Payments/Credits	\$0.00
Balance Due	\$23,740.92

Questions or concerns regarding this invoice? Please contact receivables@powerdms.com or call (800) 749-5104.

Need a W-9? Click here on the electronic version of this invoice: [PowerDMS W-9 PDF](#)

<u>Please remit checks to:</u> PowerDMS, Inc. PO Box 749609 Atlanta, GA 30374-9606	<u>Please remit electronic payments to:</u> PNC Bank East Brunswick, NJ 08816 Routing #: 031207607 Account #: 8026392336
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Albany County Request for Contract Approval

Contract #	2023-1223
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A3020 - Emergency 911
Date Submitted	Wednesday, August 09, 2023
Contact Person	Harris, Tina
Contact Phone	1 (518) 487-5435
Vendor Info	Verizon 11 Wards Lane, Menands, New York 12204
Estimated Amount	\$85,364.50
Estimated Term	8/1/2023 to 7/31/2024
Scope of Services	Sheriff Office personnel will be issued an Apple iPad with hardened Keyboard. This device will be used to transition from Mobile Data terminals that are currently secured in vehicles to a more mobile solution that can we remove from cars. The devices will also be used to provide officer live 911 video as well as live 911 data directly in field.
Budget Line Item	AA3020 - 22050 - - -
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: August 9, 2023
To: Contract Administration Board (CAB)
From: Craig D. Apple Sr., Sheriff
Subject: Purchase

Briefly, this request is enter into an agreement between Albany County Sheriff's Office and Verizon to purchase Apple iPad with hardened Keyboards. This device will be used to transition from Mobile Data terminals that are currently secured in vehicles to a more mobile solution that can we remove from cars. The devices will also be used to provide officer live 911 video as well as live 911 data directly in field.

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

Equipment # 2227009 A93020.2.2050



March 21, 2023

Customer Information

Company Name:

Albany County Sheriff

Contact Name:

Greg Chudzinski

Company Address:

449 New Salem Road

City, State & Zip:

Voorheesville, NY 12186

Phone / Fax:

-

Email Address:

-

Notes:

-

Valid Through 3/29/2023

Sales Representative Information

Verizon Wireless

Jonathan Gable

11 Wards Lane

Menands, NY 12204

518-265-5981

N/A

jonathan.gable@verizonwireless.com

Equipment (Handsets and Specialty Products):

Qty.	Model	Description	Retail Matrix Price	Net Promo Price	Corporate Matrix Price	Additional Promo	Unit Item Price	Total Equip. Price
150	Apple iPad (10th Generation)	64 GB	\$599.99		\$499.99	\$125 off	\$374.99	\$56,248.50
150	Total		Pricing Comparison Fields			Subtotal for Equipment		\$56,248.50

One-Time Fees, Accessories:

Qty.	Item Number - Description	Retail Matrix Price	Additional Promo	Unit Item Price	Total one-time Charges
100	MHJA3M/A - Apple 20W USB-C Power Adapter	\$24.99	25% off	\$18.74	\$1,874.00
50	CAB6CTOABLK-A - Verizon 6FT USB-C to USB-C Cable	\$19.99	25% off	\$14.99	\$749.50
50	MUF72M/A - USB-C 3FT Charge Cable	\$19.97		\$19.97	\$998.50
150	SGFC2LLA - AppleCare+ for 10.9-inch iPad (10th Gen)	\$69.97		\$69.97	\$10,495.50
150	ZAG10341081-V - Pro Keys Keyboard for iPad (10th Gen) - Black	\$99.99		\$99.99	\$14,998.50
Total for Equipment & Accessories					\$29,116.00

Mobile Device Management

Qty.	Licenses	Price per device per year	Total Access Fees
200	Maas 360 Premier	\$56.25	\$11,250/year
200	Team Viewer	\$12.00	\$2,400/year
200	Mobile Threat Management	\$12.00	\$2,400/year
600	Total		\$16,050/year

Monthly cost

Albany County Request for Contract Approval

Contract #	2023-1229
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A3020 - Emergency 911
Date Submitted	Thursday, August 10, 2023
Contact Person	Demarest, Kevin
Contact Phone	() -518
Vendor Info	Priority Dispatch 110 Regent Street Suite 500, Salt Lake City, UT 84111
Estimated Amount	\$32,435.00
Estimated Term	8/1/2023 to 8/1/2024
Scope of Services	ProQA Medical Software Licenses Automated calltaking software, priority dispatch system ESP (P) M System License Renewal, Service & Support for Town of Colonie Police Department & Guilderland Police Department
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: August 10, 2023
To: Contract Administration Board (CAB)
From: Craig D. Apple Sr., Sheriff
Subject: Software Purchase

Briefly, this request is enter into an agreement between Albany County Sheriff's Office and Priority Dispatch to purchase medical software for ESP system license renewal and support for the Town of Colonie and Guilderland 911 Dispatch Systems.

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



QUOTE

110 Regent Street, Suite 500
Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: John Grisevich
Phone: (800) 363-9127
Direct: Ext. 229
Email: john.grisevich@prioritydispatch.net

Agency:
Agency ID#:
Quote #:
Date:
Offer Valid Through:
Payment Terms

Guilderland Police Department
10009
Q-67361
6/28/2023
10/26/2023
Net 30

Currency:

USD

Bill To:
Guilderland Police Department
5209 West Turnpike
Guilderland, New York 12084
United States

Ship To:
Guilderland Police Department
5209 Western Ave
Guilderland, New York 12084
United States

Product	Discipline	Qty	Amount
ProQA Production/Live License Automated calltaking software	Medical	3	USD 12,750.00
AQUA Case Review Software Quality Assurance (case review) software base engine and discipline module	Medical	1	USD 2,500.00
AQUA Software Training Remote Per person cost for a 6 hour course completed in a virtual, instructor-led environment		2	USD 398.00
ProQA & AQUA Reports Training Remote - (4 hours) for administrators, managers and supervisors on ProQA and AQUA reporting functions		2	USD 298.00
ProQA Software Training Remote Per person cost for four hours of ProQA software training completed in a virtual, instructor-led environment		11	USD 1,639.00
Installation & Configuration Remote technical assistance for software installation and configuration for IT personnel		2	USD 5,000.00
Priority Dispatch System Annual Maintenance (P) License Renewal, Service & Support	Medical	3	USD 4,200.00

Subtotal	USD 26,785.00
Estimated Tax	
Total	USD 26,785.00

Customer Signature:

Customer Name:

Expiration Date:

Date:

Purchase Order ID:

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>

"To lead the creation of meaningful change in public safety and health."



QUOTE

110 Regent Street, Suite 500
Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: John Grisevich
Phone: (800) 363-9127
Direct: Ext. 229
Email: john.grisevich@prioritydispatch.net

Agency: Town of Colonie Police Department
Agency ID#: 4300
Quote #: Q-65754
Date: 3/22/2023
Offer Valid Through: 7/20/2023
Payment Terms: Net 30
Currency: USD

Bill To:
Town of Colonie Police Department
312 Wolf Rd
Latham, New York 12110-4802
United States

Ship To:
Town of Colonie Police Department
312 Wolf Rd
Latham, New York 12110-4802
United States

Product	Qty	Amount
ProQA Medical Software Licenses Automated calltaking software	1	USD 4,250.00
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	1	USD 1,400.00

Subtotal	USD 5,650.00
Estimated Tax	
Total	USD 5,650.00

Customer Signature:

Customer Name:

Expiration Date:

Date:

Purchase Order ID:

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>

"To lead the creation of meaningful change in public safety and health."

Albany County Request for Contract Approval

Contract #	2023-1192
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	S) Sole Source (please attach sole source letter)
Department	A1450 - Board of Elections
Date Submitted	Tuesday, July 25, 2023
Contact Person	Bledi, Rachel
Contact Phone	1 (518) 487-5070
Vendor Info	Election Systems & Software 6055 Payshpere Circle, Chicago, IL 60674
Estimated Amount	\$89,286.00
Estimated Term	1/1/2023 to 12/31/2023
Scope of Services	The Albany County Board of Elections is seeking renewal of its annual agreement with ES&S to provide maintenance services for ES&S' proprietary Elections Management Software and Firmware as well as their voting machine equipment used by the Board of Elections to conduct elections. ES&S is the sole and exclusive developer and licensor of the ES&S software. The term of the agreement is 01/01/2023 to 12/31/2023 for \$ 89,285.55
Budget Line Item	AA1450 - 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



Albany County
Board of Elections

COMMISSIONERS OF ELECTION

RACHEL L. BLEDI
REPUBLICAN

KATHLEEN A. DONOVAN
DEMOCRAT

260 S. Pearl St, ALBANY, NEW YORK 12202
OFFICE HOURS 8:30 A.M. TO 4:30 P.M.
TELEPHONE (518) 487-5060
WWW.ALBANYCOUNTY.COM/VOTE

DEPUTY COMMISSIONERS

MELISSA KERMANI (REP)
DAVID CADY (DEM)

MEMO

TO: The Contract Administration Board

FROM: Rachel Bledi, Board of Elections Commissioner
Kathleen Donovan, Board of Elections Commissioner

CC: Sameer Modasra, Budget Analyst, Department of Management and Budget

RE: Renewal of ES&S Maintenance Agreement

DATE: 07/25/2023

Please be advised that the Albany County Board of Elections is seeking renewal of its annual agreement with ES&S to provide maintenance services for ES&S' proprietary Elections Management Software and Firmware as well as their voting machine equipment used by the Board of Elections to conduct elections. ES&S is the sole and exclusive developer and licensor of the ES&S software. The term of the agreement is 01/01/2023 to 12/31/2023 for \$ 89,285.55

Annexed hereto is the copy of the quote from the vendor. If you have any questions, please feel free to contact us.



Election Systems & Software
6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683



Invoice

Invoice Date

5/2/23

Order Date

5/2/23

Customer Number

33500

Customer's PO No

Terms of Payment

30 Days Net

Order Number

154528

COPY

Invoice Number

CD2059464

Election Date

Page

1 (2)

Invoice Address

ALBANY COUNTY, NEW YORK
ALBANY COUNTY BOARD OF ELECTIONS
224 S PEARL ST
ALBANY NY 12202-1809

Delivery Address

Albany County, New York
Albany County Board of Elections
224 S Pearl Street
Albany, NY 12202

Invoice for Service Contract: 4851, DS200(200);AMK(190);DS850(1);EMS (1), Albany County, New York

Sales

Pos	Description	Sales Qty	Unit	Price	Disc %	Tax %	Net Amount
							USD
1	HMA - DS200 Extended Warranty 01-JAN-23 to 31-DEC-23	200.00	EA	87.550	0.00	0.00	17,510.00
2	HMA - AutoMARK Extended Warranty 01-JAN-23 to 31-DEC-23	190.00	EA	108.150	0.00	0.00	20,548.50
3	EMS Program Your Own (PYO) Software 01-JAN-23 to 31-DEC-23	1.00	EA	18,473.050	0.00	0.00	18,473.05
4	Firmware License, Maintenance and Support- DS850 01-JAN-23 to 31-DEC-23	1.00	EA	1,545.000	0.00	0.00	1,545.00
5	Firmware License, Maintenance and Support- AutoMARK 01-JAN-23 to 31-DEC-23	190.00	EA	61.800	0.00	0.00	11,742.00
6	HMA - DS850 Extended Warranty with Annual Maintenance 01-JAN-23 to 31-DEC-23	1.00	EA	4,017.000	0.00	0.00	4,017.00
7	Firmware License, Maintenance and Support - DS200 01-JAN-23 to 31-DEC-23	200.00	EA	77.250	0.00	0.00	15,450.00

Tracking #:

Sub Total Amount **89,285.55**

Total Exclusive Tax **89,285.55**



Election Systems & Software
6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683



Invoice

Invoice Date
5/2/23
Order Date
5/2/23
Customer Number
33500
Customer's PO No

Terms of Payment
30 Days Net
Order Number
154528

COPY

Invoice Number
CD2059464
Election Date

Page
2 (2)

Total Tax	0.00
Invoice Amount	89,285.55

Customer Number	Invoice Number	INVOICE AMOUNT	Election Systems & Software
33500	CD2059464	89,285.55	ABA Routing No: 071000039
			Account No: 5800923558

NY: New York

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT. THANK YOU.

July 24, 2023

VIA ELECTRONIC MAIL

Rachel Bledi
Republican Commissioner
Kathleen Donovan
Democratic Commissioner
Albany County Board of Elections
224 S. Pearl Street
Albany, NY 12202

**RE: Election Systems & Software, LLC. (“ES&S”) Hardware and
Software Maintenance and Support Services (“Maintenance
Services”)**

Dear Commissioners Bledi and Donovan:

This letter is in response to your request for information regarding ES&S’ Maintenance Services to be provided by ES&S to Albany County, New York (“County”). Such Maintenance Services shall be performed by ES&S or its authorized representatives. The Maintenance Services are to be performed for ES&S’ proprietary Election Management Software and Firmware (collectively, “ES&S Software”) as well as ES&S’ DS200, ES&S’ DS850 and ES&S AutoMark voting equipment (collectively, “ES&S Equipment”).

Please be advised that ES&S is the sole and exclusive developer and licensor of the ES&S Software. As such, ES&S owns all patents, copyrights and trademarks (“Intellectual Property”) in its proprietary ES&S Software. Further only ES&S can provide help desk support services for the ES&S Software as well as provide any and all upgrades, enhancements, maintenance patches and other changes to the ES&S Software as may be required by ES&S or its customers. No other vendor in the marketplace today is authorized to license or provide maintenance and support services for the ES&S Software.

With respect to the ES&S Equipment, please be advised that ES&S owns all Intellectual Property associated with the ES&S Equipment. Further, certain component parts of the ES&S Equipment are proprietary to ES&S and may only be obtained directly from ES&S. As certain component parts of the ES&S Equipment may only be obtained directly from ES&S, only ES&S can ensure that such ES&S proprietary component parts are installed in the ES&S Equipment. This is important to note as all ES&S Equipment certified both at the federal and State level require the replacement of the same component parts which were included in the voting equipment at the time such voting equipment was certified. By utilizing ES&S for the

Commissioners Bledi and Donovan

July 24, 2023

Page: 2

performance of hardware maintenance services, the County will be assured that all component parts installed in the ES&S Equipment will be in compliance with both the federal and state certified equipment configuration.

In order for the County to receive Maintenance Services on the ES&S Software, the County must utilize ES&S for the performance of software maintenance services as ES&S is the sole and exclusive licensor of the ES&S Software. In addition, in order to ensure that only certified component parts are utilized in the repair and maintenance of the ES&S Equipment, it is necessary for the County to obtain such hardware maintenance services directly from ES&S as ES&S owns certain proprietary component parts which are installed in the ES&S Equipment.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Katie D. Figgins', with a long, sweeping horizontal line extending to the right.

Katie D. Figgins, Esq.
Associate General Counsel

cc: Mac Beeson – ES&S
Ingrid Giordano – ES&S



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: Rachel Bledi, Commissioner
Kathleen Donovan, Commissioner

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: August 8, 2023

RE: Sole Source Form Justification-Election Systems and Software

I am in receipt of your sole source form for Election Systems and Software in the amount of \$89,286.00.

As Election Systems & Software maintenance services, software, and firmware are proprietary to the current voting machine system utilized by the Albany County Board of Elections I approve of your sole source justification.

Albany County Request for Contract Approval

Contract #	2023-1216
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	SC) State Contract
Department	A1411 - Hall of Records
Date Submitted	Thursday, August 03, 2023
Contact Person	Carlson, Craig
Contact Phone	() -518
Vendor Info	Van Bortel Ford 71 Marsh Rd, East Rochester , NY 14445
Estimated Amount	\$58,555.08
Estimated Term	8/3/2023 to 12/31/2023
Scope of Services	The Albany County Hall of Records is going to purchase a new 2023 Ford Transit Electric Cargo Van from Van Bortal Ford. The van will be used to deliever and return records on a daily basis from Albany County agencies.
Budget Line Item	AA1411 - HHG4 - - -
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

[Close](#)**Contract ID:** 2023-1216**Status:** Pending CAB Approval**GENERAL CONTRACT INFORMATION**

Department	A1411 - Hall of Records
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	SC) State Contract
Resolution Number	Number: Year:
Date Submitted	8/3/2023
Expiration Date	12/31/2023
Contact Person	Carlson, Craig
Contact Email	Craig.Carlson@albanycountyny.gov
Contact Department	Hall of Records
Contact Phone	518-487-5141
Is this contract for a grant award?	No
Website/Portal Address:	
Contract Number Assigned by Grantor:	

VENDOR INFORMATION

Vendor Name	Van Bortel Ford 71 Marsh Rd East Rochester , NY 14445
Estimated Amount	\$58,555.08
Estimated Term	8/3/2023 to 12/31/2023
Scope of Service	The Albany County Hall of Records is going to purchase a new 2023 Ford Transit Electric Cargo Van from Van Bortel Ford. The van will be used to deliver and return records on a daily basis from Albany County agencies.

BUDGET - APPROPRIATION CODE

AA1411 HHG4

CAPITAL PLAN

2022 - 2026 HHG4

FISCAL IMPACT**County:* State:* Federal:***

100.00 % 0.00 % 0.00 %

Local:* Other: Other, Source:

0.00 % 0.00 % 0

REVENUE CODE

N/A

N/A

N/A

N/A

Anticipated in current budget?

Yes

BID RFP RFQ Completed?

Yes - BID

If yes, provide number

2023-023

Additional Comments

Attachments

13849 (1) Electric Ford E-Transit or Equivalent - Albany
County - Compare & Select.xlsx
Albany County (1) Electric E-Transit or equivalent.pdf
Concur with Dept Recommendation.pdf

DMB USE ONLY

DMB Approval:

Yes

Date of Approval/disapproval:

8/4/2023

DMB Notes (to be emailed back to the dept. upon denial or return)

Budget Analyst:

Cantwell, Sarah

Comments:

Not to Exceed:

\$58,555.08

CAB Approval:

Date Approved by CAB:

Date Approved by Legislature:

Date Grant Contract Signed:

LAW USE ONLY

Received request to prepare contract:

Attorney Assigned:

Is this contract a Template?

Template Approved:

Draft of contract sent to department for
review (Construction related contracts only):

Contract sent to department/contractor:

Contract completed:

Created at 8/3/2023 10:57 AM by  Carlson, Craig
Last modified at 8/4/2023 1:16 PM by  Cantwell, Sarah

Close



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: Craig A. Carlson
Deputy County Clerk

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: July 27, 2023

RE: Vehicle Purchase NYS Vehicle Marketplace Mini Bid#13849
2023 Ford Transit Electric Cargo Van

I am in receipt of your recommendation to award the aforementioned to Van Bortel Ford in the amount of \$58,555.08.

As Van Bortel Ford 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.

Albany County
Purchase of Electric Cargo Van
E-Transit or equivalent

Minimum specifications

Purchase of (1)

In addition to the attached specifications:

Van shall be:

Medium Roof, Overall height 100.8

Cargo volume behind first row: up 357.1 cubic feet

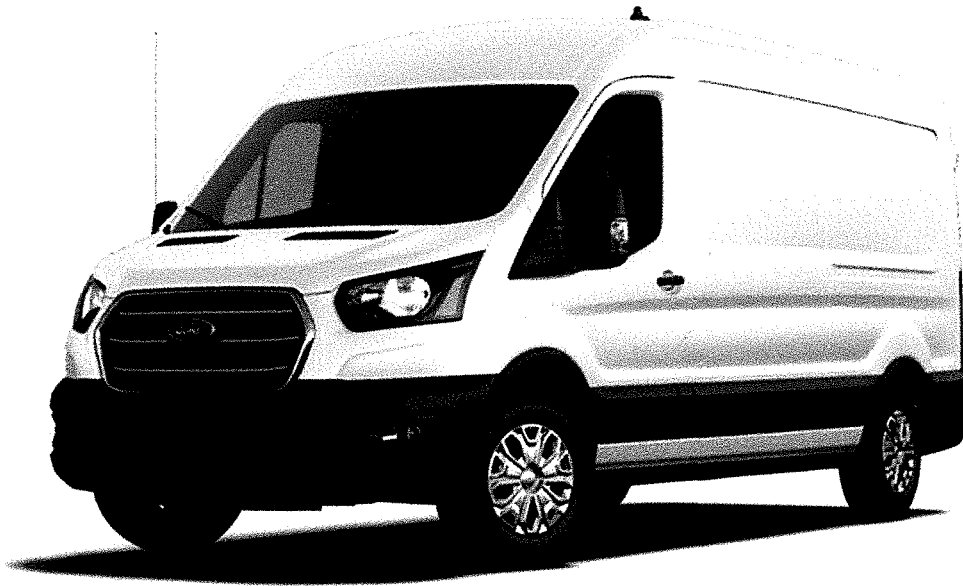
Length-Long

Wheelbase 148.0

Max Payload 3776lbs

Additional information provided in the next pages.

Digitally generated image shown. Actual vehicle may vary. See your dealer for details.



2024 E-TransitTM

CARGO VAN

PAINT ^{S4}

COLOR

Oxford White | INCLUDED

SUMMARY

PAINT ^{S4}

Oxford White

POWERTRAIN ^{S4}

Electric Motor

Rear Wheel Drive

Single-Speed Transmission

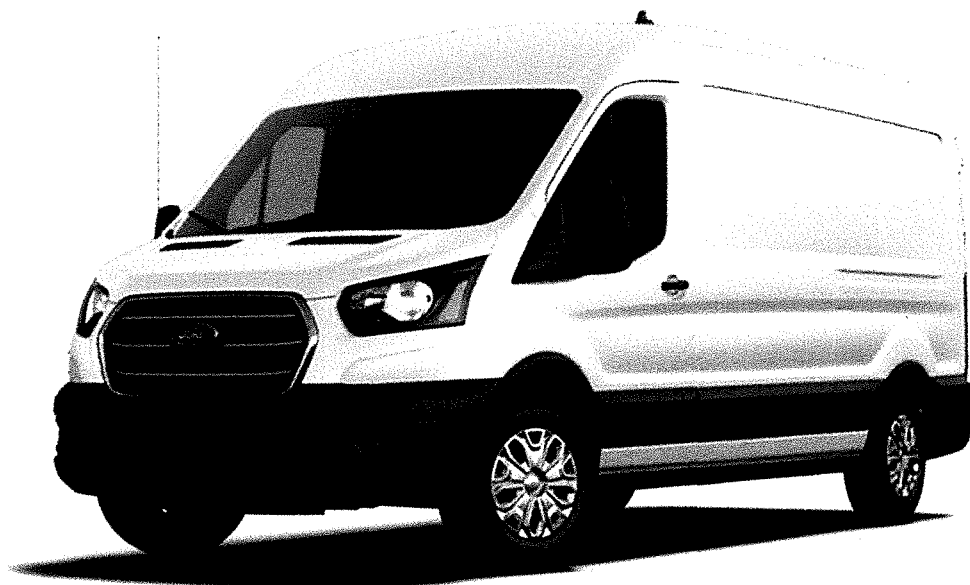
Electric Axle

PACKAGES ^{S4}

Cargo Van

Interior Upgrade Package – Cargo Van

Digitally generated image shown. Actual vehicle may vary. See your dealer for details.



EXTERIOR ^{S4}

16" Steel Wheels with Full Silver Wheel Cover

235/65R16C 121/119 R BSW All-Season Tires

Short-Arm, Power Adjusting, Power-Folding Heated with Turn Signals

Power Sliding Door

Glass – Tinted

Running Board

Keys – Two (2) Additional

Spare Tire and Wheel

Horn – Dual-Note

Blind Spot Assist 1.0

Reverse Sensing System

Front Sensing System

Side Sensing System

Enhanced Active Park Assist

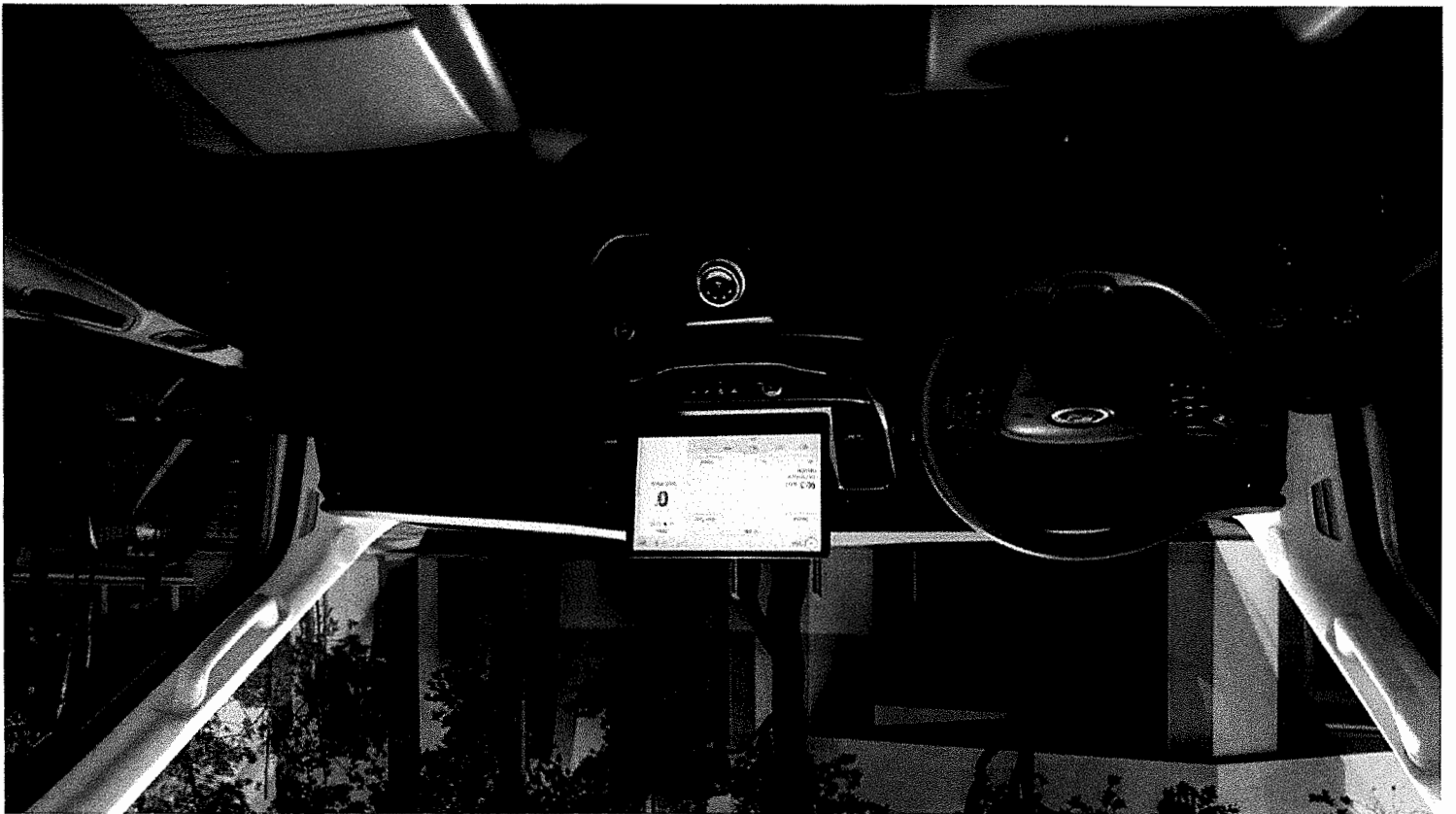
Reverse Brake Assist

360-Degree Camera with Split View and Front Washer

Front Fog Lamps

Roof Marker Lamp Delete

Fixed Rear Cargo Door Glass



INTERIOR ^{S4}

Ebony

Ebony Cloth, 2-Way Manual Driver and 2-Way Manual Passenger Seats with Armrests

Scuff Plate Kit – Heavy-Duty

D-Pillar – Assist Handles

Bulkhead – Lockable Door with Window

Cargo Tie-Down Hooks

Floor Covering – Vinyl - Front Only

Illuminated Sun Visors

Assist Handle – B-Pillar (Passenger Side)

Heavy-Duty Cargo Flooring

Rearview Mirror

Less Rear Seats

Cruise Control

Horn – Dual-Note

Powerpoint – 12V

SYNC® 4, 12" Multi-Function Display with Connected Navigation (3 Years of Service available through Ford Pro Intelligence)

Rank	Name	Pricing sheet	Model Year	Make
1	Van Bortel Ford, Inc	Vehicles Built to Specifications Pricing Sheet	2023	FORD
2	Creative Bus Sales	Vehicles Built to Specifications Pricing Sheet	2023	Ford
3	Creative Bus Sales	Pre-Existing Vehicles Pricing Sheet	2023	Ford

Model & Trim Level	NYS Price for Vehicle	Total Number of Vehicle	Total Price for Mini-Bid	Phase
E-TRANSIT XL	\$58,555.08	1	\$58,555.08	Evaluation
ETransit	\$73,575.00	1	\$73,575.00	Evaluation
ETransit			\$77,931.00	Evaluation

Rank	Name	Model Year	Make	Model & Trim Level	NYS Price for Vehicle
1	Van Bortel Ford, Inc	2023	FORD	E-TRANSIT XL	\$58,555.08
2	Creative Bus Sales	2023	Ford	ETransit	\$73,575.00

Total Number of Vehicle	Total Price for Mini-Bid	Phase
1	\$58,555.08	Evaluation
1	\$73,575.00	Evaluation

Rank	Name	Model Year	Make	Model & Trim Level	Total Number of Vehicle
1	Creative Bus Sales	2023	Ford	ETransit	1

Total Price for Mini-Bid	Phase
\$77,931.00	Evaluation

Albany County Request for Contract Approval

Contract # 2023-1221
Contract Type B) CAB Contract
Contract Action B) Amendment
Contract Action Type N) None
Department G8130 - Sewage Treatment
Date Submitted Tuesday, August 08, 2023
Contact Person Gaudio, Angelo
Contact Phone () -518
Vendor Info GAMMIE AIR MONITORING, LLC
16 PROGRESS CIRCLE, UNIT 1B, NEWINGTON, CT 06111
Estimated Amount \$47,600.00
Estimated Term 5/1/2023 to 12/31/2023
Scope of Services CONTRACT VALUE AMENDED AN ADDITIONAL \$15,000 TO COVER RETEST
Budget Line Item GG8130 - 44108 - - -
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

August 8, 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: RFB-2023-028-Incinerator Air Compliance Testing
Gammie Air Monitoring LLC – Contract Amendment**

Dear Messrs. McCoy, Joyce, Hidley:

The Water Purification District (District) is requesting a contract amendment with Gammie Air Monitoring to conduct additional air compliance testing that is required to meet our EPA Title V emission permit. The North Plant incinerator was tested on June 13, 2023 and the furans that were sampled fell above the allowable threshold requiring retesting.

The amount to retest is estimated to be \$15,000 resulting in an amended contract amount of \$47,600 and the contract term, which is set to run through December 31, 2023, would remain unchanged.

Should you have any questions please feel free to contact me at 518-447-1617.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Angelo Gaudio', with a stylized flourish at the end.

Angelo Gaudio, P.E.
Executive Director

Enc: Existing Contract

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

Lee, Deshanna

From: Masick, Tyler
Sent: Tuesday, August 8, 2023 9:24 AM
To: Gaudio, Angelo
Subject: FW: Draft report

Angelo,

Here's the number for Gammie to re-test dioxins/furans. It's not cheap but most of it is probably the mobilization costs, plus dioxins/furans are the more intensive tests to run and analyze. The state did mention that it would be good to have the re-test scheduled before we submit the report next week. And I think you had stepped out, but the state indicated that we should be hauling our sludge instead of burning as we're technically in non-compliance. If purchasing needs justification for amending Gammie's contract, let them know that hauling sludge would cost us a minimum of \$50k/week, probably more if we had to contract with someone in an emergency. Let me know if you need anything else.

Thanks,

Tyler J. Masick
Superintendent of Operations
Albany County Water Purification District
112 State Street, Basement
Albany, New York 12207
Phone: 518-447-1610
Fax: 518-433-0369
tyler.masick@albanycountyny.gov
www.albanycounty.com



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From: John Gammie <jsg@gamair.com>
Sent: Monday, August 7, 2023 8:41 PM
To: Hurteau, Craig <Craig.Hurteau@albanycountyny.gov>
Cc: Masick, Tyler <Tyler.Masick@albanycountyny.gov>
Subject: RE: Draft report

Hi guys,
As promised \$14,980 for retest.
Thank you,

John S. Gammie



16 Progress Circle Suite 1B
Newington, CT 06111
860 757.3340 (O)
860 757.3341 (F)
860 604.1117 Cell

From: Hurteau, Craig <Craig.Hurteau@albanycountyny.gov>
Sent: Monday, August 7, 2023 12:01 PM
To: John Gammie <jsg@gamair.com>
Cc: Masick, Tyler <Tyler.Masick@albanycountyny.gov>
Subject: RE: Draft report

John,

No problem, we understand the need to get these comments back to you as quickly as possible. We are working on it now and hope to have our comments back soon. I did want to ask if you had a back of the envelope cost for a retest of the North Plant for Dioxins/Furans for planning purposes.

Thank you,

Craig

Craig A. Hurteau

*Permit Compliance Manager
Albany County Water Purification District
112 State Street, Basement
Albany, New York 12207
Phone: 518-447-1619
Fax: 518-433-0369
Craig.Hurteau@albanycountyny.gov
www.albanycounty.com*



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From: John Gammie <jsg@gamair.com>
Sent: Monday, August 7, 2023 11:26 AM
To: Hurteau, Craig <Craig.Hurteau@albanycountyny.gov>
Cc: Masick, Tyler <Tyler.Masick@albanycountyny.gov>
Subject: RE: Draft report

Hi Guys,
FYI, technically it is due next Monday to NYDEC, 60 days is August 14.
John

From: Hurteau, Craig <Craig.Hurteau@albanycountyny.gov>
Sent: Friday, August 04, 2023 11:01 AM
To: John Gammie <jsg@gamair.com>
Cc: Masick, Tyler <Tyler.Masick@albanycountyny.gov>
Subject: RE: Draft report

Good morning John,

We received the Draft report and will start reviewing it next week. We will try to get back to you as quick as we can on any comments on the draft.

Thank you,

Craig

Craig A. Hurteau
Permit Compliance Manager
Albany County Water Purification District
112 State Street, Basement
Albany, New York 12207
Phone: 518-447-1619
Fax: 518-433-0369
Craig.Hurteau@albanycountyny.gov
www.albanycounty.com





TOILETS ^{ARE}
~~NOT~~
TRASHCANS



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From: John Gammie <jsg@gamair.com>
Sent: Thursday, August 3, 2023 2:22 PM
To: Hurteau, Craig <Craig.Hurteau@albanycountyny.gov>
Cc: Masick, Tyler <Tyler.Masick@albanycountyny.gov>
Subject: Draft report

Hi Guys,

Please find the draft report for your review. Can you get this back to me early next week? Not sure what's up with page numbers, I'll deal with that once your edits if any come back.

Thank you,

John S. Gammie



16 Progress Circle Suite 1B
Newington, CT 06111
860 757-3340 (O)
860 757-3341 (F)
860 604-1117 Cell

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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.

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND GAMMIE AIR MONITORING, LLC
FOR AIR COMPLIANCE TESTING REGARDING THE ALBANY COUNTY WATER
PURIFICATION DISTRICT NORTH AND SOUTH PLANT INCINERATORS

CONTRACT NO. 2023-967

THIS AGREEMENT is made by and between Albany County, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and Gammie Air Monitoring, LLC, a Connecticut limited liability company registered to do business in New York, with its principal place of business located at 16 Progress Circle Suite 1B, Newington, CT 06111 (hereinafter, the "Contractor;" and with the County, may be referred to herein individually as a "[P]arty, or together as the "[P]arties").

WITNESSETH:

WHEREAS, the North and South Plant incinerators of the Albany County Water Purification District (hereinafter, the "ACWPD" or "District") require air compliance testing per its permits; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division" has issued a request for proposals for the aforesaid air compliance testing, said request having been denominated RFP #2023-028, issued on March 2, 2023, and published on March 2, 2023 (hereinafter, the "RFP"); and

WHEREAS, the Contractor has submitted a proposal on March 17, 2023 to provide the aforesaid air compliance testing (hereinafter, the "Proposal"); and

WHEREAS, the County has accepted the Proposal of the Contractor to provide the aforesaid air compliance testing; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFP, which is incorporated by reference and made a part hereof; and the Proposal, which is incorporated by reference and made a part hereof (collectively, called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFP; and 3) the Proposal.

ARTICLE 2: SCOPE OF SERVICES

2.1 The Contractor shall provide all of the air compliance testing services described in the RFP, including, but not limited to, the services described on pages RFP3 through RFP7, and as requested by the ACWPD (hereinafter, the "work/services"). The Consultant shall comply with all of the requirements, provisions, terms and conditions, etc. contained/described in the RFP, and also shall provide any and all equipment, supplies, labor, materials and incidentals necessary to perform the work/services.

2.2 In addition to the services described in Paragraph 2.1, the Consultant shall provide the services described in the Proposal, in a manner consistent with the requirements, provisions, terms and conditions, etc. contained in the RFP.

2.3 While providing the work/services described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, any Governor executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government, and the Contractor shall be subject to the provisions of any County Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 The Contractor shall provide all services in a professional and workmanlike manner, consistent with all applicable codes, laws, rules and regulations.

ARTICLE 3. COMPENSATION

In consideration of the terms and obligations contained in this Agreement, the County agrees to pay, and the Contractor agrees to accept, compensation in an amount not to exceed THIRTY TWO THOUSAND, SIX HUNDRED AND 00/100 DOLLARS (\$32,600.00).

ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to ACWPD, and after review and approval by the County of the claim form.

ARTICLE 5. TERM OF THE AGREEMENT

The term of the Agreement shall commence on May 1, 2023 and continue in effect through December 31, 2023.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the

Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 If the County determines that the quality of services rendered by the Contractor is not satisfactory, and/or that the Contractor is not meeting the specifications' requirements, the County may terminate this Agreement and employ another contractor to fulfill its requirements.

6.3 In the event of a breach by the Contractor, the 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 work, together with the County's own costs incurred in procuring a substitute vendor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of the Contractor to the end that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in

terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP OF THE PARTIES

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver, and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued, or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 18. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 19. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 20. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend, or affect the provisions hereof.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or

promises have been made except as herein expressly set forth.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment

as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. EXTRA WORK/SERVICES

If the Contractor is of the opinion that any work/services it has been directed to perform is beyond the scope of this Agreement and constitutes extra work/services, the Contractor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work/services is in fact beyond the scope of this Agreement and whether or not it constitutes extra work/services. In the event the County determines such work does constitute extra work/services, it shall provide extra compensation to the Contractor on a negotiated basis.

ARTICLE 25. PREVAILING WAGE RATES AND SUPPLEMENTS

The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW § 220 [3-a]a.

ARTICLE 26. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that the Contractor is in compliance with N.Y. GENERAL MUNICIPAL LAW § 103-g entitled "Iranian Energy Sector Divestment," in that Contractor has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including, but not limited to, the provision of oil or liquefied natural gas

tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

(b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. MISCELLANEOUS PROVISIONS

27.1 In addition to the policies and procedures described above, the Contractor also acknowledges that it shall follow the Affirmative Action Requirements, Non Interruption of Work Agreement (per Res. No. 298 for 1986) and all other policies and procedures contained in the RFP.

27.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

27.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

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

27.5 The County shall bear no responsibility other than that set forth in this Agreement.

27.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

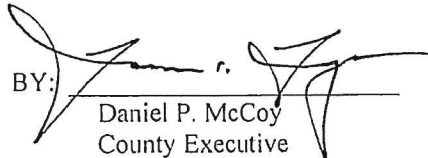
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SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

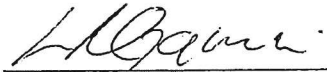
COUNTY OF ALBANY

DATED: 6/30/

BY: 
Daniel P. McCoy
County Executive
or
Daniel C. Lynch
Deputy County Executive

GAMMIE AIR MONITORING, LLC

DATED: 12 June 2023

BY: 
Name:
Leigh A. Gammie
Principal
Title:

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

On the ____ day of _____, 2023, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 31st day of June, 2023, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

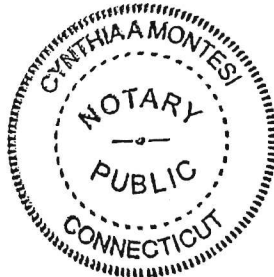
NOTARY PUBLIC

EUGENIA K. CONDON
Notary Public, State of New York
Registration No: 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

STATE OF Connecticut
COUNTY OF Hartford) SS.:

On the 12th day of June, 2023, before me, the undersigned, personally appeared Leigh A. Gammie personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Cynthia A Montes
NOTARY PUBLIC



CYNTHIA A MONTESI
Notary Public, State of Connecticut
My Commission Expires FEB. 28, 2027

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.
3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, 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.

Albany County Request for Contract Approval
--

Contract #	2023-1188
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	N) None
Department	A7410 - Parks & Recreation
Date Submitted	Friday, July 21, 2023
Contact Person	Atlas, Justin
Contact Phone	1 (518) 655-7907
Vendor Info	WBE Fence Company, Inc 11 Deer Court, Brewster, NY 10509
Estimated Amount	\$23,310.00
Estimated Term	7/21/2023 to 9/30/2023
Scope of Services	Supply and Install Fencing for New Pickleball Court, per Scope of Services detailed in Bid 2023-083.
Budget Line Item	AA7410 - HHYA - - -
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

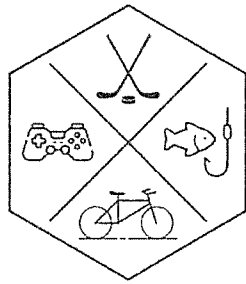
Date**For Contract Board Use:**

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



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. 2023-1188, for contracting supply and installation of fencing for a new Pickleball court, per scope of services detailed in Bid 2023-083. The vendor listed on the contract was selected through having the lowest bid of all bids being received for RFB 2023-083.

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

Sincerely,



Justin L. Atlas
Commissioner



COUNTY OF ALBANY



NEW YORK

PARKS & RECREATION

www.albanycounty.com

County Executive Daniel P. McCoy
Commissioner Justin Atlas

Memo 23-003

To: Maureen Shea | Deputy Purchasing Agent
From: Justin Atlas | Commissioner
Re: RFB 2023-083 Letter of Recommendation
Date: 7/21/23

Parks & Recreation have reviewed the bids submitted for RFB 2023-083, and find the bid by WBE Fence Company to be the lowest price and satisfactory to our needs of fencing for the Pickleball Court. It is my recommendation that we accept their bid and award the project to the company.

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:
Pamela O'Neil, Purchasing Agent



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
Purchasing Agent

DATE: July 21, 2023

RE: RFB-2023-083

I am in receipt of your recommendation to award the aforementioned to WBE Fence Company in the amount of \$23,310.00.

As WBE Fence Company is the lowest responsible and responsive bidder, I concur with your recommendation.

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

COUNTY OF ALBANY

REQUEST FOR BIDS ALBANY COUNTY PARKS AND RECREATION



RFB #2023-083

SUPPLY AND INSTALL FENCING FOR NEW PICKLEBALL COURT

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

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

TITLE: Supply and Install Fencing for New Pickleball Court RFB NUMBER: 2023-083

Receipt Confirmation Form

Please complete and return this confirmation form as soon as possible:

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

**IF YOU PLAN TO SUBMIT A BID, YOU MUST RETURN
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL
FURTHER COMMUNICATION REGARDING THIS RFB.**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____ E-Mail: _____

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:

☐ Yes / ☐ No

I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method (check):

Fax Number: _____ E-Mail: _____

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

NON-BIDDER RESPONSE

RFB #2023-083

Supply and Install Fencing for New Pickelball Court

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders fail to submit bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- ☐ Could not meet specifications or Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements are too restricting.
- ☐ Bond requirements are too restricting.
- ☐ Specifications or Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to firm.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid.
- ☐ Other reasons; please state and define:

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

**NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2023-083**

Sealed Bids for Supply and Install Fencing for New Pickleball Court as requested by Albany County Parks and Recreation will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, July 20, 2023

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **July 6, 2023**.

A site visit will be held on Wednesday July 12, 2023 @10:00am at the Albany County Hockey Facility 18 Hockey Lane, Albany NY 12211. This is the only scheduled site visit. Interested bidders are strongly urged to attend.

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
June 28, 2023

PUBLISH ONE DAY – July 6, 2023 -- THE EVANGELIST
PUBLISH ONE DAY – July 6, 2023 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

The County of Albany officially distributes bidding documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of bidding documents obtained from any other source are not considered official documents. Only those vendors who obtain bidding documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **Supply and Install Fencing for New Pickleball Court**
- 1.2 Requesting Department: **Albany County Parks and Recreation**
- 1.3 Bid Number: **2023-083**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **Supply and Install Fencing for New Pickleball Court** as requested by **Albany County Parks and Recreation**.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

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

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00am Thursday July 20, 2023** at the following address:

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

- 4.2 All bids received after the time stated in the "Notice to Bidders", or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.
- 4.4 A site visit will be held on Wednesday July 12, 2023 @10:00am at the Albany County Hockey Facility 18 Hockey Lane, Albany NY 12211. This is the only scheduled site visit. Interested bidders are strongly urged to attend.

SECTION 5: TERM OF BID

- 5.1 The bid shall be in effect from the date of contract execution until completion of all work under the contract. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

- 6.1 There will be no bid security requested for this bid.

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 No formal written Bidder Qualification questionnaire is being requested for this bid.
- 7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.
- 7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be

requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 8: Section not in use

SECTION 9: DISQUALIFICATION

9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
- (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.
- (c) Bidder's default under previous contracts with the County.
- (d) Bidder's unsatisfactory work on previous contracts with the County.

9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

- (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

(c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: PREVAILING WAGE

10.1 All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Schedule of Wages.

10.2 All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The County has applied for and has received a PRC number for this project, which has been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (585) 258-4505. Actual rates are available via the internet at: <https://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt> or from the Albany County Purchasing Department at the address listed on the Notice to Bidders.

10.3 Payrolls and Payroll Records: Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provide, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall receive and maintain such payrolls.

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

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

SECTION 12: BID FORM

12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.

- 12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- 12.5 All names must be printed or typed below the signature.
- 12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).
- 12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

- 13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

- 14.1 All inquiries with respect to this Request for Bids must be directed to the Albany County Purchasing Agent as follows:

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

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

SECTION 15: BID EVALUATION

- 15.1 Bids shall remain valid until:

- (a) the execution of a contract by Albany County; or
- (b) the award of a purchase order by Albany County; or
- (c) as otherwise rejected by Albany County.

- 15.2 Bids received will be evaluated by Albany County and will be based, as a minimum, upon the following criteria:

- (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
- (b) Completeness of the bid; and
- (c) Bidder's demonstrated capabilities and professional qualifications.

- 15.3 The County reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the County of Albany. Bidders need not submit bids for all items listed to be eligible for an award of this contract.

- 15.4 The County reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or other Governmental Agency or New York State Preferred Sources within its discretion.

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

- 16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.

- 16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

- 17.1 After the award has been approved by the proper County governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties.

The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the County, within the contract between Albany County and the apparent successful Bidder: the successful Bidder's bid, this Request For Bids and any written Addenda issued by Albany County in response to inquiries of prospective bidders as set forth in Section 12.2 hereof.

- 17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Albany County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Albany County of an attachment against the Successful Bidder, the County of Albany shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 18: PERFORMANCE BOND

- 18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

- 19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:
- (a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
 - (b) **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership,

maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

- (c) **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance with limits of not less than:

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

- (d) **Disability Insurance:** A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL)

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

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

19.3 No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Bidder shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

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

SECTION 23: CASH DISCOUNT

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

SECTION 24: EXTENSION OF BIDS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

- 24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.
- 24.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such

officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.

- 24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
- 24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)
- 24.6 The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized bid.

SECTION 25: MACBRIDE PRINCIPLES

- 25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 25.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds,

certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

- 25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: NON-INTERRUPTION OF WORK AGREEMENT

- 26.1 The following is taken from Resolution No. 298 adopted by the Albany County Legislature on December 4, 1986:

“RESOLVED, That any person, firm, corporation, partnership or other entity (hereinafter “contractor”) as a prerequisite to the award of any public works contract by the County of Albany, shall agree that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the contractor or by any of the trades working in or about the public works and/or premises where the work is being performed, and, be it further

“RESOLVED, That in awarding contracts for public works, the County of Albany shall consider the ability of the contractor to undertake the work without interruption due to labor strife or unrest, and, be it further

“RESOLVED, That unless such contractor shall demonstrate to the satisfaction of the County of Albany that it will not intentionally engage in such conduct as aforesaid which will or may result in the interruption of the performance of the public work, then and in that event, such public works contract shall not be awarded to such contractor.”

A signed Non-Interruption of Work Agreement is required to be submitted with each bid in the form specified with the bid documents.

SECTION 27: APPRENTICESHIP TRAINING PROGRAMS

Contractors on an Albany Construction Project with an **anticipated total project cost** of more than \$250,000 are subject to the following:

- A. In accordance with Albany County Legislative Resolution No. 70 of February 10, 2003, Resolution No. 251-a of September 12, 2011 and Resolution No. 373 of August 13, 2018, together with Section 816-b of the New York State Labor Law, contractors of County

construction projects with an aggregate value (which shall mean the total cost of all contracts of the project) in excess of \$250,000 or more shall have in place agreements providing appropriate apprenticeship training programs approved by the Commissioner of the Department of Labor for the type and scope of work to be performed, at the time of bid date and prior to entering into a contract with Albany County.

B. A bidder who submits a bid for a County construction contract for which the contract amount is \$250,000 or more **shall submit with the bid package** the following documents **for each apprentice agreement** intended to meet the requirements of Res. No. 373 for 2018:

- (1). A copy of the current New York State Department of Labor (NYS DOL) "Apprentice Training Program Registration Agreement" (NYS DOL Agreement) issued to the bidder as a sponsor –or- issued to a NYS DOL apprenticeship sponsor with whom the bidder has an apprenticeship training agreement; AND
- (2). If the bidder is not the named sponsor on the NYS DOL Agreement described in (a), a copy of the apprenticeship training agreement between the bidder and the named sponsor.

C. Prior to entering into a construction agreement with Albany County, a contractor shall submit, Certificates of Completion showing that the contractor, or its sponsor, graduated at least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, except for the trade of laborer for which the length of the program is hereby defined to be two years. If a contractor is a signatory to a sponsor, the contractor shall submit to the County a letter from the sponsor verifying its signatory status.

Note: Apprenticeship agreements which are in probationary status shall be exempt from the graduation requirement during the period of probationary status, and apprenticeship agreements in place as of August 13, 2018 which were in probationary status during the period preceding the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, shall be exempt from the graduation requirement for a period measured from the date of the apprenticeship program is registered with the New York State Department of Labor, plus the specific trade's program length, plus two years.

D. The contractor shall submit the required Certificates of Completion as part of any bid submitted in connection with a construction contract and shall provide to the County department or agency administering the construction contract the identity of apprentices who have graduated from its apprenticeship program.

E. If a contractor utilizes a subcontractor on the project, the contractor shall submit Certificates of Completion showing that the subcontractor or the subcontractor's sponsor graduated at

least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, except for the trade of laborer for which the length of the program is hereby defined to be two years. The contractor shall submit these certificates at a time designated by the department or agency administering the construction contract, but in any event, these forms must be received by the County prior to a subcontractor beginning work under the contract. If the subcontractor is a signatory to a sponsor, the contractor shall submit to the County a letter from the sponsor verifying the signatory status.

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

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

SECTION 29: ANTI DISCRIMINATION CLAUSE

29.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section

covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

SECTION 30: SUBCONTRACTORS

30.1 When the preparation of separate specifications is not required, each bidder must submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform the work on the contract, and the agreed upon amount to be paid to each, for (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus, and (3) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list submitted with the low bid must be opened and the names of the subcontractors announced. The sealed lists submitted by all other bidders must be returned unopened after the award of the contract.

Any subsequent change of subcontractor or agreed upon amount to be paid to each subcontractor must be approved by the political subdivision, upon a showing of "legitimate construction need" for the change, which must be open to public inspection. The term "legitimate construction need" is defined to include, but not be limited to (1) a change in project specification, (2) a change in construction material costs, (3) a change in subcontractor status as determined pursuant to Labor Law §222(2)(e), relative to project labor agreements, or (4) a situation in which the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract.

SECTION 31: INTERPRETATION

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

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

33.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

33.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

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

33.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 34: STORMWATER MANAGEMENT PROGRAM

34.1 Bidder understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Bidder also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder's own liability. **Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment "E").**

SECTION 35: Section not in use

**ALBANY COUNTY DEPARTMENT OF PARKS AND RECREATION
FURNISH AND INSTALL FENCING FOR A NEW PICKLEBALL COURT LOCATED AT 830
ALBANY SHAKER ROAD, ALBANY NY 12211
SCOPE OF SERVICES**

1. The scope of services shall be as outlined herein, and shall be performed in accordance with all applicable building codes, standards and material specifications.
2. The successful contractor shall provide all equipment, materials, labor and incidentals to perform the following work:

Furnish and install 288 LF 10'H 1 3/4"x9 gauge fuse bonded black vinyl coated chain link fence with 1 5/8" diameter black SS40 top, mid and bottom rail and (1) 8'H x 5'W manual single swing gate. 2 1/2" diameter black SS40 line posts will be set at 10' on center in 12" diameter by 48" deep concrete footings. 3" diameter black SS40 terminal posts will be set in 12" diameter by 48" deep concrete footings. 4" diameter black SS40 gate posts will be set in 12" diameter by 48" deep concrete footings. 2" diameter black SS40 will be used for gate framing along with fabric to match the installed fence. 180 degree industrial hinges and a fulcrum style latch with padlock receiver will be installed on the gate.

4. The successful Contractor shall coordinate access to job site and all work activities with the facility supervisor present.
5. The successful Contractor shall field verify all dimensions **PRIOR** to commencing work.
6. Contractor shall clean all work areas each day to the satisfaction of the Facility Supervisor present. Contractor shall remove and legally dispose of all construction debris.
7. Contractor shall be responsible for all site staging and safety operations, as well as complete restoration of any disturbed areas to the satisfaction of the Facility Supervisor present.
8. Contractor shall erect temporary construction barriers and provide warning signs where required to ensure safety of pedestrians.
9. Contractor shall comply with all necessary OSHA regulations and standards, including but not limited to "PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION".
10. Contractor shall protect existing systems and surfaces to remain, all damage resulting from the contractor's operations shall be replaced or repaired to a condition acceptable to the County Engineer, by the contractor at no additional cost to the County.

11. Contractor shall determine exact location of existing utilities before commencing work. Contractor agrees to be fully responsible for any and all damages which might be incurred by his failure to exactly locate and preserve utilities.
12. Incorrectly fabricated, damaged or otherwise misfitting or non-conforming materials or conditions shall be reported to the County prior to remedial or corrective action. Any such action shall require approval.
13. Contractor shall provide warranty to cover contractor workmanship for a minimum of 90 days from date of final completion of work.
14. Contractor shall provide manufacturer's standard warranty for materials. Warranty shall take effect upon final approval of work by Albany County.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Albany County
Pamela O'Neill, Purchasing Agent
112 State Street
Albany NY 12207

Schedule Year 2022 through 2023
Date Requested 06/15/2023
PRC# 2023006934

Location 830 Albany Shaker Road
Project ID# RFB-2023-083
Project Type Supply and Install Fencing for a New Pickleball Court for the Albany County Parks and Recreation

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 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, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the 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 Public Work 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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Supply and Install Fencing For New Pickleball Court**
Bid Number: **2023-083**

THIS BID IS SUBMITTED TO:

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

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

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

Date

Number

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

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

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

- 4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
- 5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
- 6. The following documents are attached to and made a condition of this Bid:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (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")
 - (h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27)

- 7. Communication concerning this Bid shall be addressed to:

Phone: _____

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Supply and Install Fencing for New Pickleball Court**
Bid Number: **2023-083**

All bid prices must include all materials, labor, equipment, incidentals and other associated costs to complete the installation

Lump Sum Base bid shall carry a 5% Base Bid Contingency Allowance for additional work discovered during the installation beyond the scope of work. Awarded vendor shall receive advance approval from the County prior to performing any additional work.

Lump sum Base Bid \$ _____

5% Contingency Allowance \$ _____

Total Bid \$ _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, 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 _____)
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 _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # 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		7. TELEPHONE NUMBER	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 THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	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:		☐ 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 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 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>	☐ Yes ☐ No
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>	☐ Yes ☐ No
c)	Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ 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

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ :

☐ 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.

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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 ____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

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:

Signature

Printed Name

Title

Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? _____ years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. _____

2. _____

3. _____

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

7. Do you plan to sublet any part of this work? If so, give details.

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Correct Name of Bidder

(a) The business is a: _____

(b) The address of principal place of business is: _____

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes ____ No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Firm

Dated: _____

By _____

(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: _____

By: _____
(Signature)

(Typed)

Title: _____

Date: _____

RFB-2023-083 Tabulation

Bidder	WBE Fence Company	Sierra Contractors	Afsco Fence	Bruce Fence	Giacorp Contracting	Spitale Construction
Base Bid	\$ 22,200.00	\$ 82,500.00	\$ 31,200.00	\$ 25,878.00	\$ 45,100.00	\$ 36,482.00
5% Contingency	\$ 1,110.00	\$ 4,125.00	\$ 1,560.00	\$ 1,293.00	\$ 2,255.00	\$ 1,824.10
Total Bid Amount	\$ 23,310.00	\$ 86,625.00	\$ 32,760.00	\$ 27,171.00	\$ 47,355.00	\$ 38,306.10

Hybrid Building Solutions	Siena Fence Company	Hershy's Fencing
\$ 72,201.00	\$ 29,910.00	\$ 33,800.00
\$ 3,610.00	\$ 1,495.50	\$ 1,690.00
\$ 75,811.00	\$ 31,405.50	\$ 35,490.00

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Supply and Install Fencing For New Pickleball Court**
Bid Number: **2023-083**

THIS BID IS SUBMITTED TO:

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

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:
 - (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date	Number
July 7, 2023	#1
July 11, 2023	#2
July 13, 2023	#3

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

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

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (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")
 - (h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27)

7. Communication concerning this Bid shall be addressed to:

WBE Fence Company, Inc.

11 Deer Court

Brewster, NY 10509

Phone: 845-279-5335

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Supply and Install Fencing for New Pickleball Court**
Bid Number: **2023-083**

All bid prices must include all materials, labor, equipment, incidentals and other associated costs to complete the installation

Lump Sum Base bid shall carry a 5% Base Bid Contingency Allowance for additional work discovered during the installation beyond the scope of work. Awarded vendor shall receive advance approval from the County prior to performing any additional work.

Lump sum Base Bid	\$	<u>22,200.00</u>
5% Contingency Allowance	\$	<u>1,110.00</u>
Total Bid	\$	<u>23,310.00</u>

COMPANY: WBE Fence Company Inc.

ADDRESS: 11 Deer Court

CITY, STATE, ZIP: Brewster, NY 10509

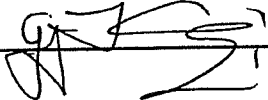
TEL. NO.: 845-279-5335

FAX NO.: 914-930-8876

FEDERAL TAX ID NO.: 45-4972756

REPRESENTATIVE: Gjylfidon Krasniqi

E-MAIL: wbefence@gmail.com

SIGNATURE AND TITLE 

DATE 7/12/23

BF3

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

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

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

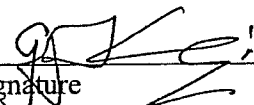
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

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

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

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

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



Signature

President

Title

WBE Fence Company Inc.
Company Name

7/12/23

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, 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 New York)
COUNTY OF Putnam) SS.:

On this 12th day of JULY, 20023 before me personally appeared Gjylfidon Krasnigi to me known, who, being by me sworn, did say that he resides at (give address) 11 Deer Court Brewster, NY 10509; that he is the (give title) President of the (name of corporation) WBE Fence Company Inc, 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.

CRYSTAL L. CONRAD
Notary Public, State of New York
No. 01CO4970818
Qualified in Putnam County
Commission Expires August 20, 2026

Crystal L. Conrad
Notary Public, State of New York

Qualified in Putnam County

Commission Expires August 20, 2026

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 _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME WBE Fence Company Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 45-4972756 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 11 Deer Court, Brewster, NY 10509		7. TELEPHONE NUMBER 845-279-5335	8. FAX NUMBER 914-930-8876
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> 11 Deer Court, Brewster, NY 10509		10. TELEPHONE NUMBER 845-279-5335	11. FAX NUMBER 914-930-8876
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Gjylfidon Krasniqi Title President Telephone Number 845-279-5335 Fax Number 914-730-8876 e-mail wbefence@gmail.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Gjylfidon Krasniqi	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 PRICIPAL 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 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:	☐ Yes ☒ No
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
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 AFFILIATES¹ : ☐ 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.

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # 45-4972756

State of: New York)
County of: Putnam) 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 WBE Fence Company, Inc

Signature of Owner

Address 11 Deer Court

Printed Name of Signatory Gjylfidon Krasniqi

City, State, Zip Brewster, NY 10509

Title President

Sworn before me this 12th day of JULY, 2023
Notary Public

CRYSTAL L. CONRAD
Notary Public, State of New York
ID# 1604970818
Qualified in Putnam County
Commission Expires August 20, 2023

Gjylfidon Krasniqi

Printed Name

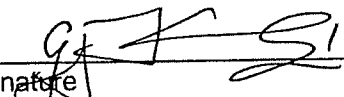
Signature

Date

7/12/23

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

President

Title

WBE Fence Company, Inc.

Company Name

7/12/23

Date

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: WBE Fence Company Inc.

Address: 11 Deer Court
Brewster, NY 10509

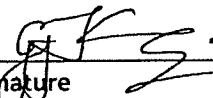
Phone Number(s): 845-279-5335

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):

Supply and install fencing for New Pickleball Court

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

Albany County Hockey Facility - 18 Hockey Lane - Albany, NY 12211


Signature

Gjylfidon Krasniqi

Printed Name

President

Title

Date

7/12/23

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? 12 years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. See attached references

2. _____

3. _____



11 Deer Ct Brewster, NY, 10509
Phone: (845-279-5335)
Fax: (845-279-5333)
Email: wbefence@gmail.com

References

Harrison Central School District
50 Union Avenue
Harrison, NY 10528

Lenny Purcell #914-835-2715
7/2012 - current
email: purcell@harrisoncsd.org

Greenburgh Central School District
475 W. Hartsdale Ave
Hartsdale, NY 10530

Michael Falcone #914-761-6000 x3135
7/2012 - current
email: mfalcone@greenburghcsd.org

City of White Plains DPW
255 Main Street
White Plains, NY 10601

Angelo Finateri #914-422-1213
1/2015 - current
email: afinateri@whiteplainsny.gov

City of Yonkers DPW
1 Larkin Center, 3rd Floor
Yonkers, NY 10701

Steve Radziminsky #914-377-6034
11/2015 - current
email: Jamal.Ibahim@yonkersny.gov

White Plains CSD
5 Homeside Lane
White Plains NY 10605

Sandro Sansotta #914-874-3574
7/2016 - current
email: sandrosansotta@wpcsd.k12.ny.us

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

Furnish & install Fence Otsinigo North Dog Park - \$62,250.00

Project has not started yet

Newburgh School District - time and material fence installation -

Project has not started yet

Frontier Companies - Fence for retail strip - \$15,000.00

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

No

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

NO

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

No

7. Do you plan to sublet any part of this work? If so, give details.

No

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

Lanconic Risk Solutions - Yannis Legakis - 646-863-6350

Orange Bank & Trust - Michael Golio - 914-930-6279

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

See Attached

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

WBE Fence Company, Inc

Correct Name of Bidder

(a) The business is a: Corporation that supplies and installs fence

(b) The address of principal place of business is: 11 Deer Court

Brewster, NY 10509

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Gjylfidon Krasniqi, President

10:50 AM

07/17/23

Accrual Basis

WBE Fence Company Inc

Profit & Loss

January through December 2022

	Jan - Dec 22
Ordinary Income/Expense	
Income	
Income	1,167,805.12
Income Quality	165,000.00
Total Income	1,332,805.12
Cost of Goods Sold	
Purchases - Resale Items	
Purchases - Quality	130,000.00
Purchases - Resale Items - Other	537,442.50
Total Purchases - Resale Items	667,442.50
Salaries	
Salaries - Installers	269,909.87
Salaries - Labor	72,299.05
Total Salaries	342,208.92
Other Job Related Costs	7,630.00
Supplies Shop	26,738.49
Bid Fees	50.00
Bond Expenses	10,983.11
Truck expense	14,161.72
Total COGS	1,069,214.74
Gross Profit	263,590.38
Expense	
fees	1,022.77
Advertising	5,254.84
Automobile Expense	33,938.25
Bank Service Charges	35.00
Computer and Internet Expenses	
Cable/Internet Services	5,861.42
Computer and Internet Expenses - Other	239.94
Total Computer and Internet Expenses	6,101.36
Depreciation Expense	5,938.78
Filing Fees	385.00
Gifts	5,927.31
Insurance expense	
Health Insurance	27,957.87
Life Insurance	887.52
Insurance expense - Other	28,288.31
Total Insurance expense	57,133.70
Interest Expense	1,000.00
Office Supplies	12,275.02
Outside services	6,266.56
Permits & Filing fees	525.00
Postage and Delivery	417.12
Professional Fees	13,500.00
Repairs and Maintenance	
Alarm	892.17
Repairs and Maintenance - Other	2,125.94
Total Repairs and Maintenance	3,018.11
Taxes	
Fica	30,714.46
Futa	203.08
Sui expense	3,880.09
Total Taxes	34,797.63

10:50 AM

07/17/23

Accrual Basis

WBE Fence Company Inc

Profit & Loss

January through December 2022

	Jan - Dec 22			
Telephone Expense				9,222.85
Travel & Entertainment Expense				61,476.30
Utilities				4,744.18
Total Expense	4,744.18	61,476.30	9,222.85	262,979.78
Net Ordinary Income				610.60
Other Income/Expense				
Other Expense				
Fines and Penalties				55.20
NJ Corp taxes				769.00
NYS Corp. Taxes				200.00
Total Other Expense	769.00	55.20	200.00	1,024.20
Net Other Income				-1,024.20
Net Income				-413.60

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes X No ____.

If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

WBE Fence Company Inc.

Firm

Dated: _____

7/12/23

By _____



Gjylfidon Krasniqi

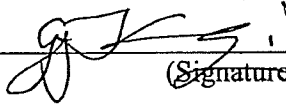
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: WBE Fence Company, Inc.

By: 
(Signature)

Gjylfidon Krasniqi
(Typed)

Title: President

Date: 7/12/23



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) WBE FENCE COMPANY INC. ATTN: D. KRASNIQI 11 DEER COURT BREWSTER, NY 10509 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 914-755-2583 1c. Federal Employer Identification Number of Insured or Social Security Number 454972756
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Albany County Department of General Services 112 State Street, Rm 1000 Albany, NY 12207	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL376225 3c. Policy effective period 04/15/2023 to 04/14/2024

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 7/12/2023 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

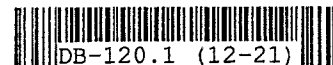
State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) WBE Fence Company, Inc. 11 Deer Court Brewster, NY 10509 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured (845) 279-5335 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 45-4972756
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Albany County Department of General Services 112 State Street, Rm 1000 Albany, NY 12207	3a. Name of Insurance Carrier Selective Insurance Company of America 3b. Policy Number of entity listed in box "1a" WC 9024981 3c. Policy effective period <u>4/7/2023</u> to <u>4/7/2024</u> 3d. The Proprietor, Partners or Executive Officers are: ☐ included. (Only check box if all partners/officers included) ☒ all excluded or certain partners/officers Excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premium or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

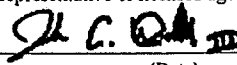
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: John C. Webb III
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  7/12/2023
(Signature) (Date)

Title: President & Chief Operating Officer
Telephone Number of authorized representative or licensed agent of insurance carrier: (845) 896-6727

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

www.wcb.state.ny.us

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



WBEFENC-01

BERMI1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Emery & Webb, Inc. - Pawling Office 33 East Main Street Suite 2 Pawling, NY 12564	CONTACT NAME:		
	PHONE (A/C, No, Ext): (845) 855-1112	FAX (A/C, No): (845) 855-1115	
INSURED WBE Fence Company, Inc. 11 Deer Court Brewster, NY 10509	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Selective Insurance Company of New York		13730
	INSURER B: Selective Insurance Company of America		12572
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	X		S 2206446	4/7/2023	4/7/2024	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
	☐ POLICY ☒ PROJECT ☒ LOC					PRODUCTS - COM/OP AGG	\$ 3,000,000	
	OTHER:							\$
A	☒ AUTOMOBILE LIABILITY			S 2206446	4/7/2023	4/7/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	☐ SCHEDULED AUTOS							\$
	☐ NON-OWNED AUTOS ONLY							\$
A	☒ UMBRELLA LIAB			S 2206446	4/7/2023	4/7/2024	EACH OCCURRENCE	\$ 3,000,000
	☐ EXCESS LIAB						AGGREGATE	\$ 3,000,000
	☐ DED ☒ RETENTION \$ 10,000							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 9024981	4/7/2023	4/7/2024	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Albany is included as additional insured on a primary and non contributory basis as required by written contract or written agreement subject to the language of the policy.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Vincent P. Ranaoli

Albany County Department of General Services
112 State Street, Rm 1000
Albany, NY 12207

Albany County Request for Contract Approval

Contract #	2023-1207
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	
Department	A4010 - Health
Date Submitted	Monday, July 31, 2023
Contact Person	Moore, Ransom
Contact Phone	1 (518) 447-4584
Vendor Info	DeNooyer Chevrolet 127 Wolf Road, Colonie, NY 12205
Estimated Amount	\$56,830.20
Estimated Term	7/31/2023 to 12/31/2023
Scope of Services	Albany County DOH is requesting authorization to purchase two (2) Chevrolet Bolts from DeNooyer Chevrolet, which was the low bidder for an electric vehicle. Each Chevrolet Volt will cost \$28,415.10 for a total of \$56,830.20.
Budget Line Item	AA4010 - 22400 - - -
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



DANIEL P. McCOY
County Executive

ELIZABETH F. WHALEN, MD, MPH
Commissioner of Health

DEPARTMENT OF HEALTH
COUNTY OF ALBANY
175 GREEN STREET
ALBANY, NEW YORK 12202

The Dr. John J.A. Lyons
ALBANY COUNTY HEALTH FACILITY
(518) 447-4580 FAX (518) 447-4698
www.albanycounty.com

MARIBETH MILLER, BSN, MS
Assistant Commissioner for Public Health

RANSOM E. MOORE III
Assistant Commissioner Finance and Administration

MEMORANDUM

TO: Honorable Daniel P. McCoy, County Executive
Honorable Bruce A. Hidley, County Clerk
Honorable Andrew Joyce, Chairman, County Legislature

FROM: Elizabeth F. Whalen MD, MPH, Commissioner of Health

DATE: July 27, 2023

RE: DeNooyer Chevrolet

Albany County DOH is requesting authorization to purchase two (2) Chevrolet Bolts from DeNooyer Chevrolet, which was the low bidder for an electric vehicle. Each Chevrolet Volt will cost \$28,415.10 for a total of \$56,830.20.

One vehicle will be purchased with funds from the Adolescent Tobacco Use Prevention Act (ATUPA) grant and one vehicle will be purchased with funds from the Drinking Water Enhancement (DWE) grant. ATUPA regulates the sale of tobacco and vaping products to restrict their access by youth and young adults. The DWE program oversees greater than 70 public water systems in Albany County that provide potable water to the public.

If you have any questions or are in need of additional information, please do not hesitate to contact me directly at 447-4695.

Thank you for your consideration of this request.



Albany County Department of Health is nationally accredited and meets rigorous public health standards set forth to best meet the needs of our community.



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: Elizabeth F. Whalen, MPH, Commissioner
Health Department

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: July 28, 2023

RE: Purchase of (2) Chevrolet Bolt EUV's, NYS Contract Vehicle Marketplace

I am in receipt of your recommendation to award the aforementioned to DeNooyer Chevrolet in the amount of \$56,830.20.

As DeNooyer Chevrolet 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.

Rank	Name	Pricing sheet	Model Year	Make	Model & Trim Level	NYS Price for Vehicle	Total Number of Vehicles	Total Price for Mini-Bid	Phase
1	Denooyer Chevrolet Inc	Pre-Existing Vehicles Pricing Sheet	2023	chevrolet	bolt euv ssv			\$28,415.10	Evaluation
1	Denooyer Chevrolet Inc	Pre-Existing Vehicles Pricing Sheet	2023	chevrolet	bolt euv ssv			\$28,415.10	Evaluation
1	Denooyer Chevrolet Inc	Pre-Existing Vehicles Pricing Sheet	2023	chevrolet	bolt euv ssv			\$28,415.10	Evaluation
1	Denooyer Chevrolet Inc	Pre-Existing Vehicles Pricing Sheet	2023	chevrolet	bolt euv ssv			\$28,415.10	Evaluation
5	Chevrolet of Smithtown	Pre-Existing Vehicles Pricing Sheet	2023	Chevrolet	Bolt EUV LT SSV			\$28,974.85	Evaluation
5	Chevrolet of Smithtown	Pre-Existing Vehicles Pricing Sheet	2023	Chevrolet	Bolt EUV LT SSV			\$28,974.85	Evaluation
5	Chevrolet of Smithtown	Pre-Existing Vehicles Pricing Sheet	2023	Chevrolet	Bolt EUV LT SSV			\$28,974.85	Evaluation
5	Chevrolet of Smithtown	Pre-Existing Vehicles Pricing Sheet	2023	Chevrolet	Bolt EUV LT SSV			\$28,974.85	Evaluation
9	Kingston Automotive Ilc	Pre-Existing Vehicles Pricing Sheet	2023	NISSAN	LEAF SV PLUS			\$31,345.28	Evaluation
9	Kingston Automotive Ilc	Pre-Existing Vehicles Pricing Sheet	2023	NISSAN	LEAF SV PLUS			\$31,345.28	Evaluation
11	Kingston Automotive Ilc	Pre-Existing Vehicles Pricing Sheet	2023	NISSAN	LEAF SV PLUS			\$32,262.10	Evaluation
12	Kingston Automotive Ilc	Pre-Existing Vehicles Pricing Sheet	2023	NISSAN	LEAF SV PLUS			\$32,859.70	Evaluation



Vehicle Locator

Dealer Information

DENOOYER CHEVROLET, INC.
127 WOLF RD
ALBANY, NY 12205
Phone: 518-458-7700
Fax: 518-458-8263

CFJD4G

Model Year: 2023

Make: Chevrolet
Model: Bolt EUV
1FF48-2LT

PEG: 2LT-Preferred Equipment Group
Primary Color: GAZ-Summit White
Trim: H1N-Jet Black Cloth Seating Surfaces
Engine: N/A
Transmission: MMF-Electric drive unit

Event Code: 3000-Order Accepted by Production Control
Order #: CFJD4G

Order Type: FNR-Fleet Commercial
Stock #: N/A
Inventory Status: Available

Additional Vehicle Information

GM Marketing Information

Vehicle Options

All Options

2LT-Preferred Equipment Group
5W4-Fleet Special Service Vehicle
AEF-Window power operated, pass, exp up/down
B32-Floor Mats, carpeted front
CBT-DC Fast Charging Capability
D31-Mirror, inside rearview manual day/night
GK8-Storage, rear cargo, double floor
IOS-Chevrolet Infotainment 3 Plus System
MMF-Electric drive unit
NE1-Emissions: NE
(CT/DE/MA/MD/ME/NJ/NJ/OR/PA/RI/VT/WA)
PPW-Phone Projection, Wireless
QBM-Tires P215/50R17 all season blackwall
RSR-Rear Seat Reminder
UE1-OnStar
UHY-Low Speed Forward Automatic Braking
VV4-OnStar with 4G LTE

5J3-Surveillance Mode Int. Lighting Calibration
A2X-Adjuster Driver Seat 8-way, Pwr Recline
AMF-Remote Keyless Entry Package
B33-Floor Mats, carpeted rear
D06-Console, Front Compartment
GAZ-Summit White
H1N-Jet Black Cloth Seating Surfaces
MCR-Receptacle Memory Card
N52-Steering Wheel, 3 spokes, Deluxe
PED-Chevy Safety Assist
PRF-Remote Access Plan
RSB-Aluminum Wheel, 17 X 7.0
U2K-Sirius XM Satellite Radio
UHX-Sensor Indicator Lane Keep Assist
VK3-Front License Plate Bracket
XL8-FREQUENCIES RATING 433 MHZ

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

Albany County Request for Contract Approval

Contract #	2023-1176
Contract Type	B) CAB Contract
Contract Action	B) Amendment
Contract Action Type	N) None
Department	A1170 - Public Defender
Date Submitted	Monday, July 17, 2023
Contact Person	Bulatao, Keith
Contact Phone	1 (518) 447-7771
Vendor Info	New York State Defenders Association 194 Washington Ave., Suite 500, Albany, NY 12210
Estimated Amount	\$68,460.00
Estimated Term	1/1/2023 to 12/31/2023
Scope of Services	Access to and software maintenance, new software releases, and training for the Public Defender's client management system (PDCMS). This service includes discovery files stored in the cloud and integrated with PDCMS.
Budget Line Item	AA1170 - 44120 - - -
Fiscal Impact	County: 18.00% State: 82.00% 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

July 17, 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

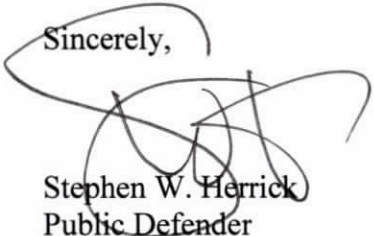
Dear County Executive McCoy, Clerk Hidley, and Chairman Joyce:

On behalf of the Public Defender's Office, I am requesting authorization of a one-year extension to the Public Defender's PDCMS contract with New York State Defenders Association. PDCMS is the Office's client management software that stores and manages client data, as well as provides cloud storage of and access to discovery files.

The contract amendment will extend the term of the contract through December 31, 2023.

Please feel free to contact me with any questions.

Sincerely,


Stephen W. Herrick
Public Defender

**EXTENSION
TO
PUBLIC DEFENSE CASE MANAGEMENT SYSTEM
“SAAS CONVERSION AMENDMENT”
BETWEEN
COUNTY OF ALBANY
AND
NEW YORK STATE DEFENDERS ASSOCIATION, INC.**

THIS AGREEMENT, made this _____ day of _____, 2023 by and between the COUNTY OF ALBANY, having offices located at 112 State Street, Albany, New York 12207, hereinafter referred to as "COUNTY" and NEW YORK STATE DEFENDERS ASSOCIATION, INC., a New York not-for-profit corporation, with offices located at 194 Washington Avenue, Suite 500, Albany, New York 12210-2314, hereinafter referred to as "NYSDA,"

WITNESSETH:

WHEREAS, the COUNTY and NYSDA entered into an Amendment to convert to a SaaS subscription (“SaaS conversion amendment”) dated April 11, 2022, wherein NYSDA agreed to provide services to host the PDCMS (Public Defense Case Management System) in the cloud, provide cloud storage for Discovery and provide support and maintenance for these services for the Albany County Public Defender Office; and

WHEREAS, the COUNTY and NYSDA desire to extend these services for one year (covering 01/01/23 – 12/31/23);

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto mutually agree as follows:

1. Section 6 of the “SaaS conversion amendment”, stating: “This Agreement shall terminate on December 31, 2022 unless otherwise extended by written agreement by the parties.” shall be deleted and replaced with the following:

“This Agreement shall terminate on December 31, 2023 unless otherwise extended by written agreement by the parties.”

2. Exhibit 1, referenced in Sections 3a and 7 of the “SaaS conversion amendment” is replaced with the attached January 2023 PDCMS Fee Structure.
3. Exhibit 2 (the “Order”) referenced in Section 3b of the “SaaS conversion amendment” is replaced with the attached Order for the new Subscription Term (01/01/23 – 12/31/23).

4. All other terms and conditions of the “SaaS conversion amendment” shall remain unchanged.

IN WITNESS WHEREOF, the parties have hereunto executed this Extension as of the date set forth above.

COUNTY OF ALBANY

By: _____
Daniel P. McCoy
Albany County Executive
or
Daniel C. Lynch
Deputy County Executive

NEW YORK STATE DEFENDERS ASSOCIATION, INC.

By: _____
Susan C. Bryant, Esq.
Executive Director

State of New York)
County of Albany) SS:

On the ____ day of _____ in the year ____ before me, the undersigned, personally appeared **DANIEL P. MCCOY** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
County of Albany) SS:

On the ____ day of _____ in the year ____ before me, the undersigned, personally appeared **Daniel C. Lynch** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
County of Albany) SS:

On the ____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared **SUSAN C. BRYANT**, to me known, who being by me duly sworn did depose and say that she is the Executive Director of the New York State Defenders Association, and person described in and who executed the foregoing instrument in the name of the New York State Defenders Association, and she duly acknowledged to me that she executed the same as and for the act and deed of said New York State Defenders Association.

Notary Public

Exhibit 1.

**New York State Defenders Association
January 2023 PDCMS Fee Structure**

NYSDA PDCMS CLOUD HOSTING SAAS FEES	MONTHLY FEES
Access to “legacy” PDCMS (current) in the cloud	\$ 35/Authorized User/Month
Access to PDCMSCloud (new generation software)	\$ 20/Authorized User/Month
Discovery files stored in cloud and integrated with PDCMSCloud, which allows viewing of these files from anywhere with an internet connection by computer or phone	\$ 100/TB/Month
ONE-TIME INTEGRATION/SET UP FEE	ONE-TIME FEE
One-time fee to set up cloud environment for the site, migrate & integrate PDCMS database, etc.	\$ 5,000 (Not applicable)
One-time fee to migrate site’s existing Discovery files and integrate with PDCMSCloud (including normalizing folder structure, cleaning long names, etc.)	\$ 5,000+ (Not applicable)
SUPPORT	ANNUAL FEE
PDCMS Maintenance and Software Support Agreement - This annual fee is based on the total number of PDCMS authorized users and includes software maintenance, bug fixes, new software releases, telephone support and remote support.	\$ 500/Authorized User/Year
TRAINING	
PDCMS training (remote)	\$ 750 per day
PDCMS On-Site Training – If on-site training is requested, site will also be charged travel expenses.	\$ 1,500 per day
CUSTOMIZED PROGRAMMING	
Special Features/Custom Requests - If site requires customized features or reports, they can be provided at an additional fee.	\$ 150.00/hr



New York State Defenders Association, Inc.

Public Defense Backup Center

194 Washington Ave. • Suite 500 • Albany, NY 12210-2314

Telephone (518) 465-3524

Fax (518) 465-3249

www.nysda.org

Exhibit 2.

ORDER for the Public Defense Case Management System (Cloud)

This Order for the County of Albany located at 112 State Street, Albany, NY 12207 is for the services outlined below, covering the period 01/01/23 – 12/31/23.

01/01/23 – 12/31/23

Description of Service	Fee	Total Fee
Access to "legacy" PDCMS in the Cloud (hosted by NYSDA) – 20 authorized users	\$35/user/month (\$35 x 20 users = \$ 700 (\$700 x 12 months = \$ 8,400)	\$ 8,400.00
Monthly fee – access to PDCMSCloud – 54 named users	\$20/user/month (\$20 x 54 users = \$1,080/mos) (\$1,080 x 12 months = \$ 12,960)	\$ 12,960.00
Discovery files stored in cloud and integrated with PDCMSCloud, which allows viewing videos, documents, etc from your phone or computer, printing, downloading, creating Notes, etc.	Amortized for 12 month period growing from 12 TB – 24 TB (see Excel sheet) (NOTE: \$1,900 credit issued for storage not used during previous contract period.)	\$ 22,000.00 (\$ 1,900.00) \$ 20,100.00
Annual support (54 authorized users) This fee includes software maintenance, bug fixes, new software releases, remote training and unlimited telephone and/or remote support.	\$500/user/year 54 x \$500 = \$27,000	\$ 27,000.00
Total		\$ 68,460.00

IN WITNESS WHEREOF, the parties have duly executed this Order on the date first above written.

COUNTY OF ALBANY

NEW YORK STATE DEFENDERS ASSOCIATION, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**AMENDMENT
TO
PUBLIC DEFENSE CASE MANAGEMENT SYSTEM™
AGREEMENTS
BETWEEN
COUNTY OF ALBANY
AND
NEW YORK STATE DEFENDERS ASSOCIATION, INC.**

THIS AMENDMENT, made this 11th day of April, 2022 by and between County of Albany, having offices located at 112 State Street, Albany, New York 12207 ("OFFICE"), and NEW YORK STATE DEFENDERS ASSOCIATION, INC., a New York not-for-profit corporation, with offices located at 194 Washington Avenue, Suite 500, Albany, New York 12210-2314 ("NYSDA").

WITNESSETH:

WHEREAS, OFFICE and NYSDA are parties to a Professional Services Agreement, (the "Agreement"), and a Maintenance and Software Support Agreement, ("Attachment A"), (Contract #05-1170-0001) which is extended and/or amended each year, giving OFFICE the rights, among other things, to run and use NYSDA's legacy *Public Defense Case Management System*™ computer program ("Legacy PDCMS"), and to receive NYSDA's software support and maintenance services in connection with its use of the Legacy PDCMS;

WHEREAS, OFFICE desires to have its Legacy PDCMS database moved from its local server (on-premises) to the cloud to be hosted by NYSDA and to retain its access to the functionality available in the Legacy PDCMS while hosted in the cloud; and

WHEREAS, NYSDA is in the process of converting the Legacy PDCMS to an online software-as-a-service ("SaaS") application ("PDCMSCloud", and collectively with Legacy PDCMS, "PDCMS") and will give OFFICE access to PDCMSCloud through a SaaS subscription;

WHEREAS, OFFICE desires to subscribe to Legacy PDCMS and PDCMSCloud and to receive NYSDA's support and maintenance services for one additional year (the "Subscription Term").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto mutually agree as follows:

1. OFFICE understands and agrees that, following the move of its Legacy PDCMS database to the cloud, OFFICE's license rights to use the Legacy PDCMS locally (pursuant to

Section 37 of the "Agreement") shall terminate, and NYSDA shall no longer provide any support or maintenance services to any locally-hosted (on-premises) version of the Legacy PDCMS program.

2. Section 31 (Year 2000 Compliance) of the "Agreement" is no longer applicable, is deleted in its entirety, and hereby replaced with the following:

"(OFFICE'S ACCESS AND DATA)"

a. NYSDA shall provide OFFICE with commercially reasonable access to PDCMS, subject to reasonable downtime for scheduled or unscheduled maintenance. NYSDA will provide OFFICE with prior notice within a reasonable time before scheduled downtime. NYSDA will routinely backup all electronic data and information submitted by OFFICE to PDCMS in connection with its use of the PDCMS in accordance with this Agreement, including, without limitation, all OFFICE discovery materials, and the documents and data described in Sections 33 – 35 of this "Agreement" (individually and collectively, "OFFICE Content"). NYSDA shall use industry-standard security measures to maintain OFFICE Content in confidence and to maintain OFFICE's login information and will provide a secure method of authenticating and accessing the PDCMS by utilizing code that follows password management best practices.

b. PDCMS and all OFFICE Content, shall be hosted on a Federal Risk and Authorization Management Program (FedRAMP) cloud server employing FIPS 140-2 validated encryption in-transit services and FIPS-197 compliant encryption for data at-rest. NYSDA shall ensure the hosting services shall be performed in the United States of America, and no portion of the hosting services shall be performed outside of the US.

c. OFFICE hereby grants to NYSDA, its contractors, agents and licensees, and the contractors, agents and licensees of the foregoing, the non-exclusive right and license to access, copy, store, configure, display and transmit OFFICE Content as NYSDA deems necessary to provide the PDCMS services to OFFICE under this Agreement. OFFICE Content is the Confidential Information of OFFICE, subject to the limitations of Sections 55 and 56 of this "Agreement".

3. A new Section 37-A is hereby added to the "Agreement", as follows:

"(SOFTWARE-AS-A-SERVICE)"

- a. For the term of the Maintenance Agreement, NYSDA hereby grants to OFFICE a subscription ("**Subscription**") to the PDCMS service for "**Authorized Users**" in accordance with the Order. Cloud server fees and NYSDA's Legacy PDCMS hosting fees are outlined in the Fee Structure attached to this Agreement as Exhibit 1.
- b. The "Order" attached to this Agreement as Exhibit 2 sets forth OFFICE fees for the PDCMS for the Subscription Term. OFFICE shall pay such fees in full prior to the commencement of the Subscription Term and the grant of access to PDCMS to OFFICE's authorized users.
- c. OFFICE shall provide NYSDA with a list of Authorized Users and level of access (role) requested for each Authorized User.
- d. OFFICE acknowledges and agrees that NYSDA may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to provide the services.
- e. Once Legacy PDCMS is moved to the cloud, OFFICE should delete current Legacy PDCMS icons from all computers and replace them with PDCMSCloud icons or link to browser address, as PDCMS users will no longer be able to access Legacy PDCMS on their local server (on-premises). Additional log-ins will be made available for PDCMSCloud (SaaS) screens for Authorized Users at this time. Access to the Legacy PDCMS and PDCMSCloud will be limited to Authorized Users. OFFICE is responsible for notifying NYSDA when an Authorized User's log-in should be deactivated.
- f. OFFICE shall not grant access to PDCMS to (i) another person or entity other than OFFICE's named Authorized Users, or (ii) provide case management service to a third party. OFFICE shall notify NYSDA promptly upon becoming aware of any unauthorized access to the PDCMS or related systems.
- g. OFFICE acknowledges that NYSDA and its subcontractors exercise no control over the content of the information transmitted by OFFICE or its Authorized Users through PDCMS. OFFICE shall not unlawfully upload, post, reproduce or distribute any information, software or other material protected by copyright, or

any other intellectual property right using PDCMS.

- h. OFFICE is responsible for accuracy, quality, integrity, legality, reliability and appropriateness of all OFFICE Content. OFFICE shall not use PDCMS to: store or transmit any infringing, libelous, unlawful or tortious material; store or transmit material in violation of third-party privacy rights; to store or transmit Malicious Code; or interfere with or disrupt the integrity or performance of PDCMS or data contained in it. As used in this Agreement, the term "**Malicious Code**" means any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs."
- i. NYSDA shall report to OFFICE, with all relevant details, any event that NYSDA reasonably believes represents unauthorized access to, disclosure of, use of, or damage to OFFICE content (a "**Security Breach**").
- j. In the event of a Security Breach, NYSDA shall (a) cooperate with OFFICE to identify the cause of the breach and to identify any affected OFFICE Content; (b) assist and cooperate with OFFICE in investigating and preventing the recurrence of the Security Breach; and (c) assist and cooperate with OFFICE in any litigation or investigation against third parties that OFFICE undertakes to protect the security and integrity of OFFICE Content.
- k. At all times, NYSDA, and any third party vendors and hosting partners it utilizes to provide these services, shall (a) use industry standard information security practices for transmitting and storing OFFICE Content; (b) employ industry standard practices with respect to network security techniques, including, but not limited to, firewalls, intrusion detection, encryption, and authentication protocols, vulnerability, and patch management, and (c) ensure its host facilities maintain industry standards for security and privacy. Notwithstanding the foregoing, OFFICE acknowledges that there remains a material risk that Confidential Information and OFFICE Content stored and transmitted electronically through PDCMS may be intercepted by third parties, which risk increases if PDCMS is accessed outside the United States, and agrees to accept that risk and will not hold NYSDA, its officers, employees, contractors, agents or licensees liable for any loss, damage, or injury resulting from the interception of OFFICE Content.
- l. OFFICE shall not assign, sublicense, transfer, pledge, lease, rent or share any of its rights under this Agreement, copy, frame or mirror any content forming part of PDCMS, access or use PDCMS to build a competitive product or service, or to copy, evaluate or

monitor ideas, features, functions or graphics, or to monitor or evaluate the availability, performance or functionality of PDCMS, NYSDA's services, or for any other benchmarking or competitive purposes.

- m. OFFICE shall comply with all applicable laws and governmental rules and regulations in connection with its use of PDCMS.
- 3. References in Section 38 of the "Agreement" (Warranty) to "products" are hereby deemed to include, without limitation, all services provided to OFFICE by NYSDA and all contractors of NYSDA under the "Agreement" and "Attachment A", including the provision and hosting of PDCMS.
- 4. Section 42 of the "Agreement" is hereby amended by adding at the end of such provision the following:

In addition, and not by way of limitation of any other right or remedy available to NYSDA, NYSDA may suspend the PDCMS services and OFFICE's access to PDCMS upon the occurrence of one of the following events:

(a) if OFFICE fails to timely pay any undisputed amounts due to NYSDA in accordance with this Agreement, but only after NYSDA notifies OFFICE of such failure and nonpayment continues for fifteen (15) days after OFFICE's receipt of such notice; or

(b) immediately without prior notice if NYSDA or its hosting contractor reasonably concludes that OFFICE or its Authorized User is causing immediate and ongoing material harm to NYSDA, its contractor or agent, the PDCMS service or any related software or hardware arising out of any OFFICE conduct prohibited by Section 37-A(h). NYSDA shall advise OFFICE of the suspension under clause (b) as soon as practicable under the circumstances, and OFFICE shall cooperate with NYSDA and its contractor to diligently attempt to resolve the issue.

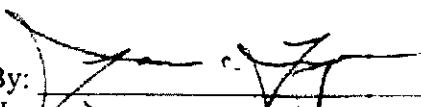
Suspension of the PDCMS services shall not release OFFICE of its payment obligations under this Agreement. NYSDA AND ITS CONTRACTORS AND AGENTS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY OFFICE OR ANY AUTHORIZED USER AS A RESULT OF NYSDA'S EXERCISE OF ITS SUSPENSION RIGHTS IN ACCORDANCE WITH THIS SECTION.

5. Section 3 of the Maintenance Agreement (“Attachment A” of the “Agreement”) is hereby amended as follows:
 - a. by replacing the sentence “The fee will be based upon twenty-five to thirty PDCMS concurrent licenses (distributed between the APDO and AAPDO offices) may be modified no more frequently than annually and will not exceed a percentage increase equivalent to the annual rate of increase in the Consumer Price Index.” with “The annual support fee will be based upon your number of Authorized Users ; and
 - b. by replacing the sentence “This PDCMS Maintenance and Software Support Agreement fee shall be paid by COUNTY within forty-five (45) days of invoice at the beginning of each annual maintenance period.” with “This PDCMS Maintenance and Software Support Agreement fee shall be paid by OFFICE upon receipt of the invoice at the beginning of each annual maintenance period.”
6. Section 12 of the Maintenance Agreement (“Attachment A” of the “Agreement”) is deleted and replaced in its entirety with the following:

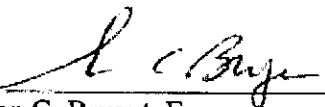
“This Agreement shall terminate on December 31, 2022 unless otherwise extended by written agreement of the parties.”
7. Exhibit 3 to the Maintenance Agreement (“Attachment A” of the “Agreement”) – the PDCMS Fee Structure - is deleted in its entirety and is replaced by the attached Exhibit 1 (January 2022 PDCMS Fee Structure).
8. Except as expressly amended hereby and but for such obligations of the parties as shall have been performed, all other terms and conditions of the “Agreement” and “Attachment A” shall remain unchanged and in force.

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment as of the date set forth above.

COUNTY OF ALBANY (for Albany Public Defender Office)

By: 
Name: Daniel C. Lynch
Title: Deputy County Executive

NEW YORK STATE DEFENDERS ASSOCIATION, INC.

By: 
Susan C. Bryant, Esq.
Executive Director

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On this 4th day of April, in the year 2022 before me, the subscriber, personally came Daniel L. Ryan, to me known, who being by me duly sworn did depose and say that [s/he] is the Deputy of the COUNTY OF ALBANY, and the person described in and who executed the foregoing instrument in the name of the Albany County Public Defender Office, and [s/he] duly acknowledged to me that [s/he] executed the same as and for the act and deed of said Albany County Public Defender Office.

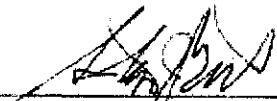


Notary Public, State of New York

EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On this 17th day of April in the year 2022 before me, the subscriber, personally came **SUSAN C. BRYANT**, to me known, who being by me duly sworn did depose and say that she is the Executive Director of the New York State Defenders Association, Inc. and the person described in and who executed the foregoing instrument in the name of the New York State Defenders Association, Inc., and she duly acknowledged to me that she executed the same as and for the act and deed of said New York State Defenders Association, Inc.



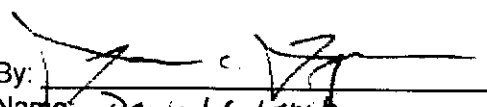
Notary Public; State of New York

STEPHANIE J. BATCHELLER
02BA6094728
My commission expires 06/23/2023

IN WITNESS WHEREOF, the parties have duly executed this Order on the date first above written.

COUNTY OF ALBANY

NEW YORK STATE DEFENDERS ASSOCIATION, INC.

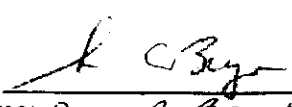
By: 

Name:

Daniel C. Lynch

Title:

Deputy County Executive

By: 

Name:

Susan C. Bryant

Title:

Executive Director



New York State Defenders Association, Inc.

Public Defense Backup Center

194 Washington Ave. • Suite 500 • Albany, NY 12210-2314

Telephone (518) 465-3524

Fax (518) 465-3249

www.nysda.org

Exhibit 2.

ORDER for the Public Defense Case Management System (Cloud)

This Order for the County of Albany located at 112 State Street, Albany, NY 12207 is for the services outlined below, covering the period 03/15/22 – 12/31/22.

03/15/22 – 12/31/22

Description of Service	Fee	Total Fee
Access to "legacy" PDCMS in the Cloud (hosted by NYSDA) – 45 authorized users	\$35/user/month (\$35 x 45 users = \$1,575) (\$1,575 x 9.5 mos = \$14,963)	\$ 14,963.00
Cloud server for PDCMS Cloud & Legacy PDCMS	This is the annual fee to maintain & manage the Cloud server for between 41 – 50 named users.	\$ 4,800.00
14 TB storage on cloud server	\$100/TB/month (\$100 x 14 TB = \$1,400/month) (\$1,400 x 9.5 mos = \$13,300)	\$ 13,300.00
One-time fee to transition to the cloud	One-time fee to set up cloud server, set up active directory, migrate current data to the cloud, etc.	\$ 5,000.00
Annual support (45 authorized users) This fee includes software maintenance, bug fixes, new software releases, remote training and unlimited telephone and/or remote support.	\$500/12 = \$42/mos x 9.5 mos = \$399/month per user 20 users* x \$399/month = \$7,980 *NYSDA has already received payment for PDCMS support for 25 licenses (for the PD office) covering the period 12/19/21 – 12/18/22 via Invoice# 101521-1. (Note, there are a total of 30 licenses on Invoice# 101521-1, but 5 of them are for the Albany Alternate Defender office.) The fee for the remaining 20 licenses (starting with this new contract period & prorated for 9.5 months) is outlined in this section (above).	\$ 7,980.00
Total		\$ 46,043.00

Albany County Request for Contract Approval

Contract #	2023-1218
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	N) None
Department	A2960 - Service for Physically Handicapped Children
Date Submitted	Friday, August 04, 2023
Contact Person	McNelis, Scott
Contact Phone	() -518
Vendor Info	See Attached See Attached, City, State Zip Code
Estimated Amount	\$50,000.00
Estimated Term	9/1/2023 to 8/31/2024
Scope of Services	Nurse needed on bus/vehicle to assure that a child in need of individual and continuous care participating in center-based sessions are transported safely and that the child's health needs are being met. The nursing services may include but are not limited to: catherization, tube feeding and tracheotomy maintenance. Children approved for Special Education center-based programs, may require the same type of nursing services as listed above, during the transporting of the child to and from the center-based program on a vehicle that is contracted through Albany County.
Budget Line Item	AA2960 - 44046 - - -
Fiscal Impact	County: 40.50% State: 59.50% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

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
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET 5 SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

TO: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

FROM: Scott McNelis
Contract Administrator

RE: Contract Request #1218 for Provision of Nursing Services

DATE: August 8, 2023

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contract renewal with ProLink Healthcare and Equiliem Healthcare for the Provision of Nursing Services for children with special needs. The requested contract terms will be September 1, 2023 – August 31, 2024 in the amount not to exceed \$50,000.

Please call me at 447-7306 if you have any questions.

Enclosure

The Department for Children, Youth and Families

Justification for Contract Renewal Authorization with
ProLink Staffing Services and Equiliem Healthcare for the
Provision of Nursing Services for Children with Special Needs

Dear Messrs. McCoy, Ward, Hidley:

The Department for Children, Youth and Families respectfully requests Contract Administration Board approval for Albany County to enter into contractual renewal agreements with ProLink Staffing Services and Equiliem Healthcare for the Provision of Nursing Services for children with special needs. The requested contract term will be September 1, 2023- August 31, 2024 in amounts not to exceed \$50,000. The Department is seeking authorization to exercise the first of two options to renew these agreements.

It is the intention of Albany County to continue to contract with Proposers who can provide Nursing services to support children with special needs (ages three to five years) to meet their medical needs. Such services may be conducted by a Registered Nurse (RN) or a Licensed Practical Nurse (LPN) under the direction of an RN with pediatric experience. Services are to be provided in the child's educational setting in accordance with the needs and frequency indicated on the child's Individualized Education Plan (IEP). Children are approved by the Committee on Preschool Special Education (CPSE) for skilled nursing in order for the child to successfully access their educational setting. The nursing services may include but are not limited to: catheterization, tube feeding and tracheotomy maintenance. Children approved for Special Education center-based programs, may require the same type of nursing services as listed above, during the transporting of the child to and from the center-based program on a vehicle that is contracted through Albany County.

The Department is seeking to continue to contract with these provider to ensure that when such mandated service is required by a child that there is availability of such service immediately and that there is the availability of service choice by families.

The Department issued a Request for Proposals for Nursing Services. RFP #2022-097 - NURSING SERVICES on August 4, 2022. Five proposers responded to the RFP.

The Department now desires to enter into renewal agreements with ProLink Staffing Services and Equiliem Healthcare under RFP #2022-097- NURSING SERVICES.

ProLink Healthcare LLC
4600 Montgomery Road, Ste 300
Cincinnati, OH 45212

Equiliem Healthcare
25 Kennedy Blvd., Ste. 200
East Brunswick, NJ 08816