Albany County Request for Contract Approval

Contract #	2024-1902
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	
Department	A3110 - Sheriff
Date Submitted	Thursday, April 25, 2024
Contact Person	Harris, Tina
Contact Phone	1 (518) 487-5435
Vendor Info	Milo Range 1229 OAK VALLEY DRIVE, ANN ARBOR, MI 48108
Estimated Amount	$93,226.48
Estimated Term	4/1/2025 to 3/31/2028 (Approximately 35 months)
Scope of Services	THIS IS FOR A 3-YEAR, PLATINUM WARRANTY FOR OUR MILO RANGE THEATER 300 TRAINING SYSTEM.
Budget Line Item	AA3110 - 2 - 22750
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF

MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

Date: April 25, 2024

To: Contract Administration Board (CAB)

From: Craig D. Apple Sr., Sheriff

Subject: Milo Range Warranty (Contract 2024-1902)

Briefly, this request is to renew our warranty agreement with Milo Range for our Milo Range Theater 300 Training System. This agreement is a three-year agreement (2025-2028) with a total cost of $93,226.48.

Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce A. Hidley, County Clerk

QUOTE

A PRODUCT OF FAAC INCORPORATED · 1229 OAK VALLEY DRIVE · ANN ARBOR MI 48108 · 800-344-1707 · WWW.MILORANGE.COM

AN ARDTECH TRAINING & SIMULATION COMPANY

Bill To: Albany County Sheriff's Office
Attn: Chief William Rice
16 Eagle St
Albany, NY, 12207

MILO Reference: 006307

Other Reference:

Quote Date: 2024-04-05

Expires: 2024-03-31

Payment Terms: NET 30

Comments:

This Quote is for a Bronze Warranty on your MILO Range Classic Training System.

The Bronze Warranty provides 12 months of warranty coverage, per year purchased, on all provided hardware (excludes batteries and bulbs), software and peripherals on new or existing MILO systems.

The Warranty will start based on the receipt of the Purchase Order and/or Payment, whichever is received first. The start date will be the first of the month. MILO will notify you upon receipt of the Purchase Order/Payment of your start date.

Warranty Account #: 003273

*Taxes: (domestic)
a.) Prices quoted do not include local, state or federal taxes unless indicated otherwise..
b.) If this sale is subject to Use Tax, Buyer is liable for the tax and should make payment direct to its taxing authority. However, FAAC will collect applicable Sales Tax for the following States: CA, FL, HI, IA, KY, MA, MI, NY, TN, UT, WA, WV.
c.) If applicable, please include a copy of your Proof of Sales Tax Exemption Certificate or Direct Pay Permit with your Purchase Order or Payment.

If you will be submitting a Purchase Order, please email to CustomerCare@faac.com.
Remit payment to FAAC Incorporated, 1229 Oak Valley Drive, Ann Arbor MI 48108.
Payment can be made by EFT (preferred), Check, or Credit Card with 3% surcharge added (MC/VISA, AMEX Only).

Part Number	Description	Quantity	Price	Item Total
BRONZE	Extended Warranty Program - 1 Year Coverage - (Classic)	1	$1,409.50	$1,409.50
			Shipping	$0.00
			Total Due	$1,409.50

MILO

QUOTE

A PRODUCT OF FAAC INCORPORATED · 1229 OAK VALLEY DRIVE · ANN ARBOR MI 48108 · 800-344-1707 · WWW.MILORANGE.COM

AN ARDTECH TRAINING & SIMULATION COMPANY

Bill To: Albany County Sheriff's Office
Attn: Chief William Rice
16 Eagle St
Albany, NY, 12207

MILO Reference: 006306

Other Reference:

Quote Date: 2024-04-05

Expires: 2025-03-31

Payment Terms: NET 30

Comments:

This Quote is for a Platinum Warranty for your MILO Range Theater 300 Training System

Notes for the Platinum Warranty:
- A System Exchange with 1 day of Installation/Training at the end of the 3 years is included.
- Purchase can be made in 3 yearly installments of $30,605.66 each.
- All 3 years must be purchased to receive the System Exchange at the end of the 3 years.
- Total Period of Performance: 04-01-2025 to 03-31-2028

The Platinum Warranty provides 36 months of warranty coverage on all items (excludes batteries and bulbs). This warranty includes a system exchange at the end of the final year. The system exchange may be completed at an alternate time if specified above. The Platinum Warranty may only be purchased in 36 month increments.

Warranty Account #: 003273

*Taxes: (domestic)
a.) Prices quoted do not include local, state or federal taxes unless indicated otherwise..
b.) If this sale is subject to Use Tax, Buyer is liable for the tax and should make payment direct to its taxing authority. However, FAAC will collect applicable Sales Tax for the following States: CA, FL, HI, IA, KY, MA, MI, NY, TN, UT, WA, WV.
c.) If applicable, please include a copy of your Proof of Sales Tax Exemption Certificate or Direct Pay Permit with your Purchase Order or Payment.

If you will be submitting a Purchase Order, please email to CustomerCare@faac.com.
Remit payment to FAAC Incorporated, 1229 Oak Valley Drive, Ann Arbor MI 48108.
Payment can be made by EFT (preferred), Check, or Credit Card with 3% surcharge added (MC/VISA, AMEX Only).

Part Number	Description	Quantity	Price	Item Total
PLATINUM	Extended Warranty Program & System Exchange - 3 Year Coverage w/ 1 day install	3	$30,605.66	$91,816.98
			Shipping	$0.00
			Total Due	$91,816.98

Albany County Request for Contract Approval

Contract #	2024-1938
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	A3110 - Sheriff
Date Submitted	Wednesday, May 1, 2024
Contact Person	Harris, Tina
Contact Phone	1 (518) 487-5435
Vendor Info	Pittsfield Communications Systems, Inc. 1502 West Housatonic Street, Pittsfield, MA 01201
Estimated Amount	$39,520.00
Estimated Term	5/1/2024 to 4/30/2029 (Approximately 59 months)
Scope of Services	Provide Two-way Radio Service and Preventative Maintenance for the Albany County Sheriff's Office
Budget Line Item	AA3110 - 2 - 44070
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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	Joanne Cunningham, Chairwoman Albany County Legislature

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF

MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

Date: May 6, 2024

To: Contract Administration Board (CAB)

From: Craig D. Apple Sr., Sheriff

Subject: Contract Board Request 2024-1938

Briefly, this request is to enter into an agreement between Albany County Sheriff's Office and Pittsfield Communications Systems, Inc. for a term of five years to provide Two-Way Radio Service and Preventative Maintenance.

Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwomen
Hon. Bruce A. Hidley, County Clerk

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF

MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

To: Pamela O'Neill, Purchasing Agent

From: Michael S. Monteleone, Executive Undersheriff

Re: RFB #2024-050 Two-Way Radio Service & P/M

Date: May 2, 2024

We have solicited and reviewed the bid tabulation for the above referenced bid and have no objection with the selection of Pittsfield Communications Systems, Inc. the sole vendor to submit a bid.

RFB-2024-050
Two-Way Radio Service and P.M.

Vendor	Pittsfield Communications Systems
Hourly Rate Weekly Site Visit	$ 760.00
Hourly Rate Additional Hours	$ 760.00
Onsite Hourly Rate X 52 Weeks $39,520.00	

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Two Way Radio Service and Preventative Maintenance**
Bid Number: **2024-050**

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: Stormwter 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:

   Pittsfield Communications Systems, Inc

   1502 West Housatonic Street

   Pittsfield, MA 01201

   Phone: 413-448-8214

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: **Two Way Radio Service and Preventative Maintenance**
Bid Number: **2024-050**

Hourly Rate for 8 Hours on Site Weekly $ 760.00 x 52 weeks $ 39,520.00

Hourly Rate for additional 8 Hours Weekly if required $ 760.00

COMPANY: Pittsfield Communications Systems, Inc

ADDRESS: 1502 West Housatonic Street

CITY, STATE, ZIP: Pittsfield, MA 01201

TEL. NO.: 413-448-8214

FAX NO.: 413-448-6263

FEDERAL TAX ID NO.: 043204725

REPRESENTATIVE: John Ullrich

E-MAIL: jullrich@pittsfieldcommunications.com

SIGNATURE AND TITLE PRESIDENT

DATE 4-22-2024

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? 31 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. Albany County - Kevin Demerest - 58 Verda Drive, Clarksville NY 12041 518-857-9559

$39,520.00 - Completion 3-31-2024

2. Greene County NY - Dan King - 25 Volunteer Drive, Cairo NY 12413 518-622-3643

$278,800.00 - Completion - 2022

3. Schoharie County - Sheriff Stevens - 157 Steadman Way, Howes Cave, NY 12092

518-295-8114

$365,786.00 - Completion - 2022

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.

   Albany Police Department - $99,840.00 - Expires 3/31/2029

   Schoharie County - $32,549.00 - Expires - 12-31-2024

   Fulton County Sheriff - $21,601.00 - Expires 12-31-2024

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.

   Killeen Arace & Quinn, PC

   4 Second Street

   Pittsfield Ma. 01202

   413-443-7366

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 sheet.

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.

Pittsfield Communications Systems, Inc
Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 1502 West Housatonic Street, Pittsfield Ma 01201

18 Wade Road, Latham NY 12110

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

John Ullrich - President

PITTSFIELD COMMUNICATIONS SYSTEMS, INC.
STATEMENTS OF
INCOME AND RETAINED EARNINGS
For the Years Ended December 31, 2023 and 2022

	2023	% of Income	2022	% of Income
INCOME	$ 4,186,883	100.00	$ 3,949,688	100.00
COST OF GOODS SOLD				
Beginning Inventory	55,827	1.33	53,916	1.37
Add: Materials	1,037,863	24.79	753,933	19.09
Freight	23,838	0.57	27,715	0.70
Direct Labor	941,061	22.48	923,086	23.37
Contracted Services	39,675	0.95	95,918	2.43
Related Payroll Taxes	72,983	1.74	72,905	1.85
Less: Ending Inventory	(60,225)	(1.44)	(55,827)	(1.41)
Total Cost of Goods Sold	2,111,022	50.42	1,871,646	47.40
GROSS PROFIT	2,075,861	49.58	2,078,042	52.60
OPERATING EXPENSES	2,200,566	52.56	1,997,987	50.59
INCOME (LOSS) FROM OPERATIONS	(124,705)	(2.98)	80,055	2.01
OTHER INCOME AND EXPENSES				
Interest Income	5,162	0.12	48	0.00
Gain on Sale of Assets	117,335	2.80	139,000	3.52
INCOME (LOSS) BEFORE INCOME TAXES	(2,208)	(0.06)	219,103	5.53
PROVISION FOR INCOME TAXES	7,575	0.18	16,076	0.41
NET INCOME (LOSS)	(9,783)	(0.24)	203,027	5.12
RETAINED EARNINGS, beginning	784,845		646,831	
LESS: SUBCHAPTER S DISTRIBUTIONS	(206,438)		(65,013)	
RETAINED EARNINGS, ending	$ 568,624		$ 784,845	

See Accountants' Compilation Report

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.

Pittsfield Communications Systems, Inc
Firm

Dated: 4-22-2024

By _____

John Ullrich - President
(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: Pittsfield Communications Systems, Inc

By: _____
(Signature)

John Ullrich
(Typed)

Title: John Ullrich - President

Date: 4-22-2024

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

4-22-2024
Date

Pittsfield Communications Systems, Inc
Company Name

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:

☒ PRIME CONTRACTOR

2. VENDOR'S LEGAL BUSINESS NAME	3. IDENTIFICATION NUMBERS
Pittsfield Communications Systems, Inc	a) FEIN # 04-3204725 b) DUNS #80-899-7241
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
1502 West Housatonic Street, Pittsfield Ma 01201	413-448-8214	413-448-6263
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER
18 Wade Road, Latham NY 12110	518-250-5190	518-313-7104

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE

Name John Ullrich
Title President
Telephone Number 413-448-8214
Fax Number 413-448-6263
e-mail jullrich@pittsfieldcommunications.com

13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.

a) NAME	TITLE	b) NAME	TITLE
John Ullrich	President		
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? ☐ Yes ☑ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☑ No
List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.

Type text here

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), AFFLITIATE 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? ***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.***	☐ Yes ☑ No
	b) file returns or pay New York State unemployment insurance? ***Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.***	☐ Yes ☑ No
	c) Property Tax *Indicate the years the vendor failed to file.*	☐ 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 OR 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 Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☑ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : 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.	☐ Yes ☑ No

Type text here

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: Massachusetts
) ss:
County of: Berkshire)

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 ad 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
Pittsfield Communications Systems, Inc
Address
1502 West Housatonic Street
City, State, Zip
Pittsfield, MA 01201

Signature of Owner
Printed Name of Signatory John Ullrich
Title President

Sworn before me this 22nd day of April, 2024
Brooke Morgan Morehouse
Notary Public

BROOKE MORGAN MOREHOUSE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 15, 2026

Brooke Morgan Morehouse
Printed Name
Brooke Morgan Morehouse
Signature
4/22/24
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 Massachusetts)
COUNTY OF Berkshire) **SS.:**

On this 22nd day of April, 2024, before me personally appeared John Ullrich to me known, who, being by me sworn, did say that he resides at (give address) 487 Sheffield Plain, Sheffield Ma. 01257; that he is the (give title) President of the (name of corporation) Pittsfield Communications Systems, 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.

BROOKE MORGAN MOREHOUSE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 15, 2026

Brooke Morgan Morehouse

Notary Public, State of Massachusetts

Qualified in Massachusetts

Commission Expires 5/15/26

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 "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

4-22-2024
Date

Pittsfield Communications Systems, Inc
Company Name

Albany County Request for Contract Approval

Contract #	2024-1913
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	Sole Source
Department	A1410 - County Clerk
Date Submitted	Tuesday, April 30, 2024
Contact Person	Gould, Geraldine
Contact Phone	() -518
Vendor Info	Info Quick Solutions Inc 7460 Morgan Road, Liverpool, NY 13090
Estimated Amount	$60,000.00
Estimated Term	5/1/2024 to 4/30/2025 (Approximately 11 months)
Scope of Services	Renew our contract to allow us to expand our current digital images of mortgages and deeds back to 1922-1929, adding additional images online for public viewing/searching
Budget Line Item	AA1410 - 2 - 44046
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

COUNTY OF ALBANY, N.Y.
OFFICE OF THE COUNTY CLERK

INTEROFFICE MEMORANDUM

To: Hon. Daniel McCoy, County Executive
Hon. Joanne Cunningham, Chair, County Legislature
Hon. Bruce A. Hidley, County Clerk

From: Geraldine M. Gould, Exec Deputy County Clerk

Subject: CAB Contract Approval for the Renewal of the Software Update to include 10 additional years of Images of Mortgages and Deeds between the Albany County Clerk and Info Quick Solutions, Inc.

Date: April 30, 2024

Our office is looking to renew our contract #6583 of 2021, with Info Quick Solutions Inc. at 7460 Morgan Road, Liverpool, NY 13090 to include in our current County Clerk System, digital images of deeds and mortgages dated back to 1922, which coincide with the digital index books that will be uploaded, as well.

This upgrade would expand our current records with the addition of 10 more years of records available online and in the office in digital format. It will also eliminate the need for the daily use of the physical handwritten index books and will prevent further deterioration of these irreplaceable books.

The County Clerk has appropriated the necessary funds in the 2024 Budget in A1410.44046 Fees for Services in the amount of $60,000.

Thank you for your attention to this matter, and please feel free to contact me if I can provide any further information.

Info Quick Solutions, Inc.

7460 MORGAN ROAD
LIVERPOOL, NEW YORK 13090
(315) 463.1400 (800) 320.2617
FAX (315) 463.6202
EMAIL: matta@iqsworks.com
www.iqsworks.com

October 6, 2023

Honorable Bruce A. Hidley
Albany County Clerk
16 Eagle Street, Room 128
Albany, NY 12207

Dear Mr. Hidley,

Thank you for the opportunity to provide a quote to add the deed indices and record books to our IQS proprietary Infodex system, pricing is good for one (1) year.

This proposal will allow the staff and searchers of Albany County to search the manual deed indices back to the year 1922 from both the county search terminals and online. The deed record images will also be available on the web back to volume 581, adding to the existing revenue stream for the county. Additionally, Infodex will eliminate the need for daily use of the physical deed books to prevent further deterioration of the books and will also allow for the county staff and constituents to search more efficiently.

I have enclosed our plan, pricing, specifications, and references for your review. The counts listed in this proposal are estimates only, this project will be billed on actual units delivered. If you have any questions, please do not hesitate to contact me.

Sincerely,

Matt Abert

October 6, 2023

IQS Proposal for Infodex Proprietary Software

Plan of work and pricing for conversion of Index Books to Infodex

- IQS will image the original index books.
- IQS will program TIFF group IV images of the index pages and key tables, then load them into Infodex program enabling the electronic search of indices.
- IQS will provide Infodex PC and Web versions and include installation and support. Software may be installed on any number of PC's in the Clerk's office.

Pricing to include all above **.....$950.00/book**
(Transportation of the books for scanning is included)

Plan of work and pricing for imaging and linking of source documents to Infodex (Unbound)

- IQS will create TIFF images directly from the books or microfilm provided by the county. All images will be edited for quality and completeness.
- IQS will tag and program all images to be searchable in the Infodex software, enabling the retrieval of source documents.

Pricing to include all above scanning black and white from the microfilm.....$0.23 per image

Pricing

Grantor and Grantor series 1929-1939... .....8 books..... $7,600.00
Grantor and Grantor series 1922-1928... .....8 books..... $7,600.00
Deed Books 581-945 (black and white).....Estimated 195,200 images.....$44,896.00
(Transportation of the books/microfilm for scanning is included)

Est. Total $60,096.00

PROFESSIONAL SERVICE

AGREEMENT BETWEEN

THE COUNTY OF ALBANY AND

INFO QUICK SOLUTIONS, INC.

Contract No. 6583 of 2021

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation organized under the laws of the State of New York, acting by and through its County Executive, with a principal located at the Albany County Office Building, 112 State Street, Albany New York 12207 (hereinafter the "County"), and Info Quick Solutions, Inc., a New York corporation, with its principal office located at 7460 Morgan Road, Liverpool, New York, 13090 (hereinafter the "Contractor," the County and the Contractor may be referred to singly as a "party" and collectively as the "Parties").

WITNESSETH

WHEREAS, the Parties had enter into an agreement for a Cashiering, Scanning, and Indexing System for the Albany County Clerk's Office on May 11, 2015 via **Resolution No. 170 for 2015;** and

WHEREAS, the County requires an upgrade to increase the efficiencies and web revenue through the enhancement of the system allowing the conversion of deed and mortgage indexes into an electronic format ; and

WHEREAS, the Contractor is able to provide the upgrades required by the County, and is the only vendor that can upgrade its-proprietary software; thus the Contractor is thus a sole-source provider; and

WHEREAS, in response thereto, Contractor has submitted a quote dated August 30, 2021 to render the requested services (hereinafter called the "Quote") and the County has accepted the Quote of the Contractor; and

WHEREAS, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned services, and to execute a fully-integrated agreement with respect thereto;

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement and the Quote, which is attached hereto as Schedule A and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, 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 Quote.

ARTICLE 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR.

The Contractor shall add deed and mortgage indices to the County's IQS proprietary Infodex system. These services are more particularized in the Quote, which is attached hereto as Schedule A.

ARTICLE 3. COMPENSATION

In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed SIXTY THOUSAND AND 00/100 DOLLARS ($60,000.00) (US CURRENCY) as full compensation for all products and services rendered under this Agreement.

ARTICLE 4. PAYMENT

Payment shall be made to the Contractor upon Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the County, and acceptance by the County of the Claim Form.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence upon execution and continue in effect for one (1) year.

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, 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, upon a force majeure event, order the Contractor in writing, to suspend, delay, or interrupt the work in whole or in part for such a 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 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 contractor.

ARTICLE 7. PROHIBITION OF CONTRACT ASSIGNMENT

7.1 Pursuant to §109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of its right, title, or interest therein, to any other person or entity 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

Contractor shall cooperate with the agents, representatives, and employees of the County and the County shall cooperate with the agents, representatives, and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor its County-approved subcontractors shall, by reason of age, race, creed, color, national origin,

sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status 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. COMPLIANCE WITH MACBRIDE PRINCIPLES

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 Contractor (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 §4 of the said Local Law No. 3 for 1993 including, but not limited to, imposing sanctions, enforcing compliance, recovering damages, declaring the Contractor in default, and/or seeking debarment or suspension of the Contractor.

ARTICLE 12. IRANIAN ENERGY SECTOR DIVESTMENT

Contractor hereby represents that Contractor is in compliance with New York State General Municipal Law Section 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 13. RELATIONSHIP OF THE PARTIES

Contractor is, and will 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 agents, representatives and employees of the Contractor shall not in any manner be, or be held out to be, the agents, representatives or employees of the County.

ARTICLE 14. INDEMNIFICATION

Contractor shall defend, indemnify and save harmless the County, its agents representatives and employees, from and against any and all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any negligent or intentional act or omission of the Contractor, its agents or employees, to the extent of its or their responsibility for such third party claims, damages, losses or expenses.

ARTICLE 15. INSURANCE COVERAGE

15.1 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 B attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

15.2 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 Contractor. 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.

15.3 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 B of this Agreement.

ARTICLE 16. 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 17. ACCOUNTING RECORDS

17.1 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.

17.2 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.

17.3 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 18. CHANGE IN LEGAL STATUS OR DISSOLUTION

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.

ARTICLE 19. LICENSES.

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.

ARTICLE 20. PARTIAL INVALIDITY

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.

ARTICLE 21. HEADINGS—CONSTRUCTION

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

ARTICLE 22. NOTICES

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.

ARTICLE 23. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

ARTICLE 24. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

ARCTICLE 25. MODIFICATION

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

COUNTY OF ALBANY

DATED: 11/22/2021

BY: _____

Daniel P. McCoy

Albany County Executive

or

Daniel C. Lynch

Deputy County Executive

INFO QUICK SOLUTIONS, INC.

DATED: 11/1/21

BY: _____

Brian Owens, VP Sales

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2021, 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 2nd day of November, 2021, 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
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

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

On the 1st day of November, 2021, before me, the undersigned, personally appeared Brian Owens, 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/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Christine A. Lohr
Notary Public

CHRISTINE A LOHR
Comm. Exp. 05-20-2023
NOTARY PUBLIC
Comm. No. 01L06391909
STATE OF NEW YORK

SCHEDULE A

CONTRACTOR'S QUOTE

Info Quick Solutions, Inc.

7460 MORGAN ROAD
LIVERPOOL, NEW YORK 13090
(315) 463.1400 (800) 320.2617
FAX (315) 463.6202
EMAIL: sales@iqsworks.com
www.iqsworks.com

August 30, 2021

Honorable Bruce A. Hidley
Albany County Clerk
16 Eagle Street, Room 128
Albany, NY 12207

Dear Mr. Hidley,

Thank you for the opportunity to provide a quote to add both the deed and mortgage indices to our IQS proprietary Infodex system, pricing is good for sixty days.

This proposal will allow the staff and searchers of Albany County to search the manual deed and mortgage indices back to the year 1954 from both the county search terminals and online. The deed record images will also be available on the web back to volume 1371 and mortgages back to volume 1909, adding to the existing revenue stream for the county. Additionally, Infodex will eliminate the need for daily use of the physical deed books to prevent further deterioration of the books and will also allow for the county staff and constituents to search more efficiently.

I have enclosed our plan, pricing, specifications, and references for your review. If you have any questions, please do not hesitate to contact me.

Sincerely,

Matt Abert

August 30, 2021

IQS Proposal for Infodex Proprietary Software

Plan of Work and Pricing for conversion of Indices to Infodex

- IQS will program TIFF group IV images of the index pages and key tables, then load them into Infodex program enabling the electronic search of indices.
- IQS will collaborate with the Albany County Clerk's office to determine the optimal deployment of the software.
- IQS will provide Infodex PC and Web versions, and include installation, training, and support. Software may be installed on any number of PC's in the Clerk's office.

Pricing to include all above **$800.00/book**
(If any index books need to be re-filmed a $150 per book charge would apply)

Plan of Work and Pricing for imaging and linking of Source Documents to Infodex

- IQS will create TIFF images from microfilm or books provided by the county. All images will be edited for quality and completeness.
- IQS will tag and program all images to be searchable in the Infodex software, enabling the retrieval of source documents.

Pricing to include all above scanning photostats from the books.....$0.25 per image*
(IQS will pick up and return the books to and from Albany County)

Pricing

Grantor and Grantor Corps series 1954-1959.....10 books.....$8,000.00
Mortgagor and Mortgagor Corps series 1954-1959.....10 books.....$8,000.00
Deed Books 1371-1636.....Estimated 146,300 images.....$36,575.00*
Mortgage Books 1909-1961.....Estimated 29,415 images.....$7,353.75*
Est. Total $59,928.75

SCHEDULE B

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	$1,000,000.00
Bodily Injury	$1,000,000.00
Personal Injury	$1,000,000.00

Albany County Request for Contract Approval

Contract #	2024-1912
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	None
Department	A1410 - County Clerk
Date Submitted	Tuesday, April 30, 2024
Contact Person	Gould, Geraldine
Contact Phone	() -518
Vendor Info	Info Quick Solutions Inc 7460 Morgan Road, Liverpool, NY 13090
Estimated Amount	$96,000.00
Estimated Term	6/1/2024 to 5/31/2025 (Approximately 11 months)
Scope of Services	Fourth-1 year renewal per contract (5709 of 2020) for the continuation of the Cashiering, Scanning & Indexing System for Land and Court Records, Pistol Permits, Liens, Maps, and various miscellaneous filings, also allowing online access to County Records
Budget Line Item	AA1410 - 2 - 44046
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

COUNTY OF ALBANY, N.Y.
OFFICE OF THE COUNTY CLERK

INTEROFFICE MEMORANDUM

To: Hon. Daniel McCoy, County Executive
Hon. Joanne Cunningham, Chair, County Legislature
Hon. Bruce A. Hidley, County Clerk

From: Geraldine M. Gould, Exec Deputy County Clerk

Subject: CAB Contract Approval with Info Quick Solutions Inc. for the County Clerk Cashiering, Scanning & Indexing System, 1 year renewal

Date: April 30, 2024

Attached is the IQS Records Management Software Summary, along with a copy of our contract with the vendor to continue to provide us with our County Clerk Cashiering, Scanning and Indexing System. Our contract with IQS was renewed in June 2020 (contract# 5709 of 2020).

We have been using this system with IQS since November 2015. At that time, they converted our old database and provided us with numerous new features, allowing us to improve document processing of all Land and Court records in our office, including expanding online access for the public. This software system is proprietary and no other company can offer the maintenance service they provide. They have continued to improve their system and update us on a regular basis. They have also given us the ability to eFile and eRecord documents, lowering the amount of traffic into the office.

We would like to continue this relationship and the price has remained the same ($96,000/yr.) with 90% of the online web revenue generated to the county.

We request approval for a 1-year renewal, per the terms of our contract, with no change in current pricing.

The County Clerk has appropriated the funds in the 2024 Budget in A1410.44046 Fees for Services.

Thank you for your attention to this matter, and please feel free to contact me if I can provide any further information.

Info Quick Solutions, Inc.
7460 Morgan Road Liverpool, NY 13090
briano@iqsworks.com • (800) 320-2617

April 26, 2024

Hon. Bruce Hidley
County Clerk
16 Eagle Street
Albany, NY 12207

Dear Mr. Hidley:

As you know, our contract for a proprietary Cashiering, Scanning, and Indexing System for the Albany County Clerk's office is due to expire 5/31/2024.

Our software suite (Solution) is proprietary, and no other company can offer the maintenance services we provide. IQS provides all services in-house and does not use any resellers.

We at IQS would like to continue our relationship. We would like to exercise the final optional 1-year renewal as specified in contract 5709 of 2020. We will hold your current pricing and terms. I look forward to hearing from you.

Sincerely,

Brian J. Owens
Vice President of Sales

AGREEMENT BETWEEN

THE COUNTY OF ALBANY AND

INFO QUICK SOLUTIONS, INC.

For Continuation to the Clerk's Office's Cashiering Scanning and Indexing System

Contract No. 6409 of 2021

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation organized under the laws of the State of New York, acting by and through its County Executive, with a principal located at the Albany County Office Building, 112 State Street, Albany New York 12207 (hereinafter the "County"), and Info Quick Solutions, Inc., a New York corporation, with its principal office located at 7460 Morgan Road, Liverpool, New York, 13090 (hereinafter the "Contractor," the County and the Contractor may be referred to singly as a "party" and collectively as the "Parties").

WITNESSETH

WHEREAS, the County has an Agreement with the Contractor for the Cashiering, Scanning, and Indexing System, said Agreement having been entered into pursuant to Contract No. 5709 of 2020; and

WHEREAS, the County wishes to enter into its first of four (4), 1-year renewals, with no change in current pricing, with the Contractor; and

WHEREAS, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned services, and to execute a fully-integrated agreement with respect thereto;

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement and the Quote, which is attached hereto as Schedule A and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, 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 Quote.

ARTICLE 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR.

During the term of this Agreement, Contractor shall execute the entire work described in the Contractor's Quote, attached hereto as Schedule A.

ARTICLE 3. COMPENSATION

In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY-SIX THOUSAND AND 00/100 DOLLARS ($96,000.00) (US CURRENCY) as full compensation for all products and services rendered under this Agreement.

ARTICLE 4. TERM OF AGREEMENT

This contract shall commence on June 1, 2021 and shall continue in effect through May 31, 2022.

ARTICLE 5. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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 Contractor.

ARTICLE 6. PROHIBITION OF CONTRACT ASSIGNMENT

6.1 Pursuant to §109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of its right, title, or interest therein, to any other person or entity without the prior written consent of the County.

6.2 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 7. 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 8. COOPERATION

Contractor shall cooperate with the agents, representatives, and employees of the County and the County shall cooperate with the agents, representatives, and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

ARTICLE 9. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status 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 10. COMPLIANCE WITH MACBRIDE PRINCIPLES

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 Contractor (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 §4 of the said Local Law No. 3 for 1993 including, but not limited to, imposing sanctions, enforcing compliance, recovering damages, declaring the Contractor in default, and/or seeking debarment or suspension of the Contractor.

ARTICLE 11. IRANIAN ENERGY SECTOR DIVESTMENT

Contractor hereby represents that Contractor is in compliance with New York State General Municipal Law Section 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 12. RELATIONSHIP OF THE PARTIES

Contractor is, and will 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 agents, representatives and employees of the Contractor shall not in any manner be, or be held out to be, the agents, representatives or employees of the County.

ARTICLE 13. INDEMNIFICATION

Contractor shall defend, indemnify and save harmless the County, its agents representatives and employees, from and against any and all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any negligent or intentional act or omission of the Contractor, its agents or employees, to the extent of its or their responsibility for such third party claims, damages, losses or expenses.

ARTICLE 14. INSURANCE COVERAGE

14.1 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 B attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

14.2 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 Contractor. 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.

14.3 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 B of this Agreement.

ARTICLE 15. 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 16. ACCOUNTING RECORDS

16.1 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.

16.2 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.

16.3 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 17. CHANGE IN LEGAL STATUS OR DISSOLUTION

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.

ARTICLE 18. LICENSES.

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.

ARTICLE 19. PARTIAL INVALIDITY

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.

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 the Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 21. NOTICES

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.

ARTICLE 22. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

ARTICLE 23. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

ARCTICLE 24. MODIFICATION

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

(The Rest Of This Page Left Intentionally Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

COUNTY OF ALBANY

DATED: 8/18/2021

BY: _____

Daniel P. McCoy

Albany County Executive

or

Daniel C. Lynch

Deputy County Executive

INFO QUICK SOLUTIONS, INC.

DATED: 8/2/21

BY: _____

Brian J. Owens

VP Sales

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____day of _____, 2021, 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 18th day of August, 2021, 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
State of New York
No. 01CO4969817
Qualified in Albany County
My Commission Expires July 23, 2022

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

On the 2 day of August, 2021, before me, the undersigned, personally appeared Brian Owens, 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/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Christine A. Lohr
Notary Public

CHRISTINE A LOHR
Comm. Exp. 05-20-2023
NOTARY PUBLIC
Comm. No. 01L06391909
STATE OF NEW YORK

SCHEDULE A

CONTRACTOR'S QUOTE

Info Quick Solutions, Inc.

7460 Morgan Road
Liverpool, New York 13090
(315) 463.1400 • (800) 320.2617
Fax (315) 463.6202
Email: sales@iqsworks.com
www.iqsworks.com

May 28, 2021

Hon. Bruce Hidley
County Clerk
16 Eagle Street
Albany, NY 12207

Dear Mr. Hidley:

As you know, our contract for a proprietary Cashiering, Scanning, and Indexing System for the Albany County Clerk's office is due to expire 5/31/2021.

Our software suite (Solution) is proprietary and no other company can offer the maintenance services we provide. IQS provides all services in-house and does not use any resellers.

We at IQS would like to continue our relationship. We would like to exercise the first of four (4) optional 1-year renewals specified in contract 5709 of 2020. We will hold your current pricing and terms. I look forward to hearing from you.

Sincerely,

Brian J. Owens
Vice President of Sales

Info Quick Solutions, Inc.

7460 Morgan Road
Liverpool, New York 13090
(315) 463.1400 • (800) 320.2617
Fax (315) 463.6202
Email: sales@iqsworks.com
www.iqsworks.com

May 13, 2020

Hon. Bruce Hidley, County Clerk
16 Eagle Street
Albany, NY 12207

Dear Mr. Hidley:

As you know, our contract for a proprietary Cashiering, Scanning, and Indexing System for the Albany County Clerk's office is due to expire 5/31/2020.

Our software suite (Solution) is proprietary and no other company can offer the maintenance services we provide. IQS provides all services in-house and does not use any resellers.

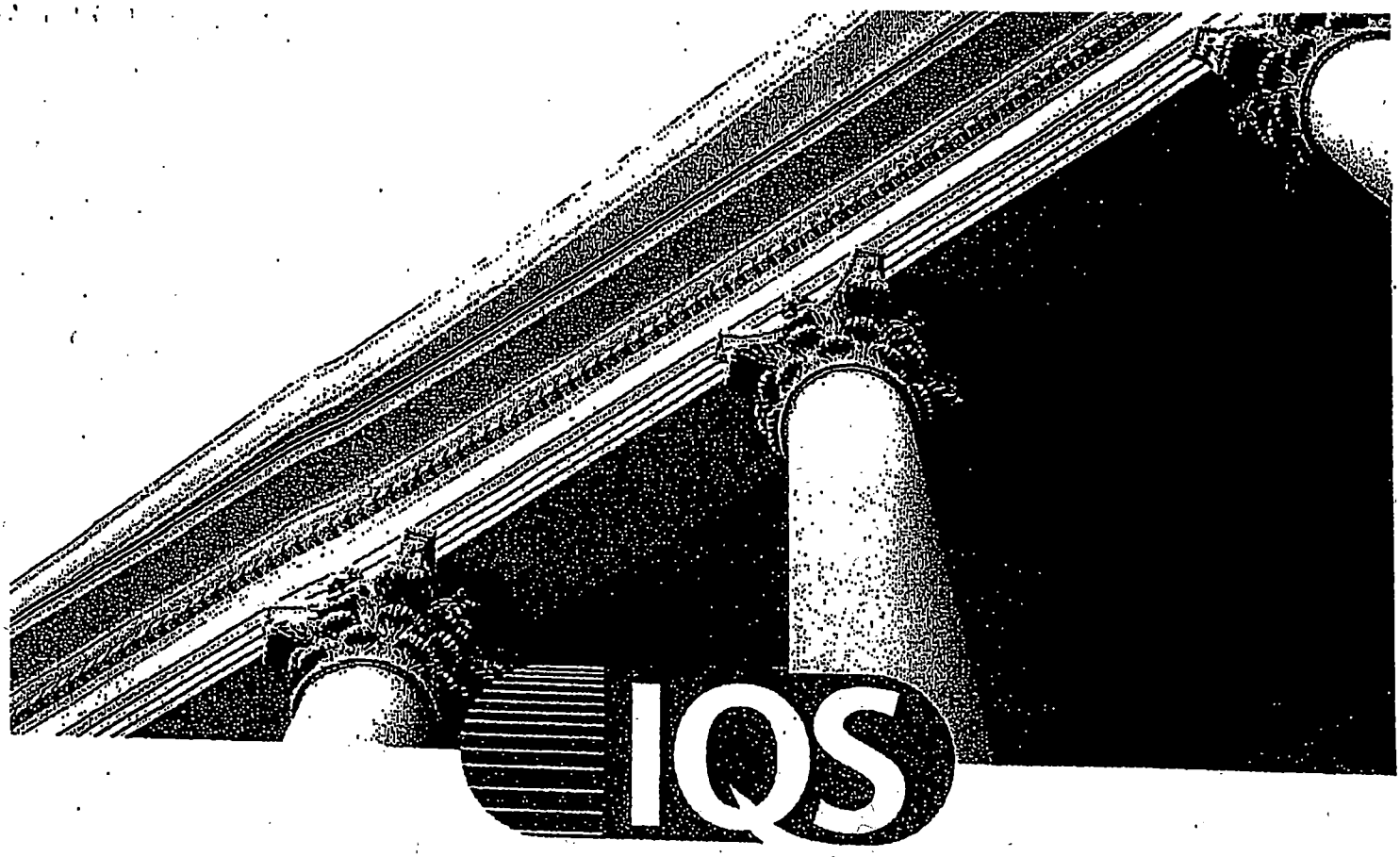
We at IQS have enjoyed our partnership with the Albany County Clerk's office over the past 5 years. During this time, we have produced many results together, including:

- Streamlined and integrated E-Filing process
- Implemented Electronic Recording of Land records, improving document processing efficiency and turnaround
- Modernized the Pistol Permitting process with card based licensing and electronic tracking system
- Provided modern online records search which increased constituent access to records and created a revenue stream for the County
- Provided backfile conversion of paper records into the County Clerk system
- Implemented electronic processing of real property transfer records to the Office of Real Property and Town Assessors

IQS would like to continue our relationship and would like to offer a 1- year contract at ($96,000/yr.) with four (4) optional 1-year renewals at the same rate ($96,000/yr.) The web revenue sharing plan shall remain at 90% of revenue generated going to the County and 10% to IQS. I look forward to hearing from you.

Sincerely,

Brian J. Owens
Vice President of Sales



Records Management Software Summary
Albany County, NY

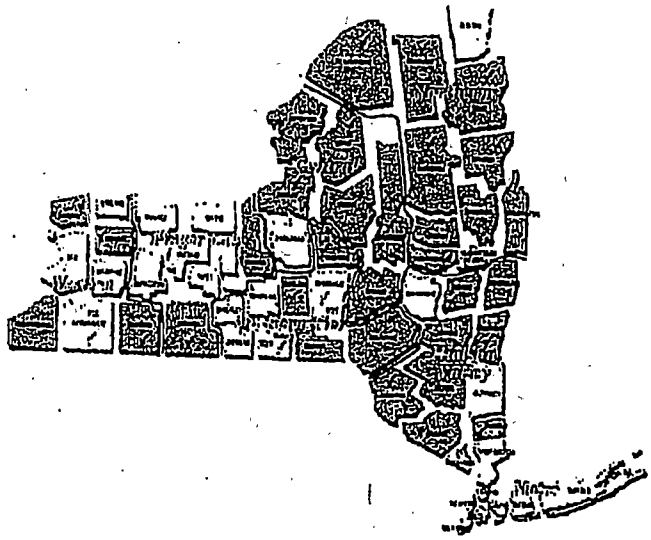
May 7, 2020

Info Quick Solutions, Inc.
7460 Morgan Rd. Liverpool, NY 13090
briano@iqsworks.com | (800) 320-2617

I. Executive Summary

Info Quick Solutions, Inc. (IQS) is pleased with the prospect of continuing our business relationship with the Albany County Clerk's Office.

It has been a privilege to serve Albany County over the past 5 years and many other New York State County Clerks over the past 20 years. During that time, we have established a track record of excellent service, quality products, and innovation. We have delivered many software updates and enhancements consistent with our commitment to continuous improvement.



Our proprietary software suite, Solution, integrates all office functions into a user-friendly and easily-adaptable interface. The system includes value-added features which further increase efficiency and streamline office functions to fee, index and image public land, court, pistol permit, and veterans' records.

Company Profile

IQS is a privately-held, veteran-owned, debt-free New York State corporation specializing in records management services. Our founder, Bernie Owens, has more than 40 years of experience in the field and has spearheaded numerous industry innovations throughout his career.

Our Liverpool, NY facility includes a state-of-the-art microfilming and imaging lab, indexing department, support center, programming staff, and data center. We employ approximately 50 people, representing many collective years of experience. We pride ourselves on high staff retention, which correlates to our excellent customer service and ability to innovate.

II. Solution

A. System Overview

Our software suite, Solution, integrates all office functions into a user-friendly and easily-adaptable interface. It is designed using Microsoft .NET technologies.

The application logic resides in modules that are independent of both the database and the user interface. This architecture allows functionality to be delivered to both Windows desktop clients and intranet/internet Web clients.

The system features a flexible workflow that can be adjusted as the situation demands. Administrators may easily identify the status of all documents via a real time "Work Status" console which facilitates ad hoc adjustments to workflows.

Users can scan documents at any time during the workflow, including prior to recording.

1. Technology Architecture

Program: Microsoft .NET
Database: Oracle 12c
Server: Windows Server 2014 or higher
Workstation: Windows 10 Professional

IQS does not use any proprietary hardware. We can provide hardware recommendations based on our experience with a variety of devices.

2. Security

The application security model uses a familiar users and groups structure. User access to screens and/or specific functions on a screen is easily controlled within the system. Sealed documents require users to have additional security credentials.

The system requires a username and password for access. Security levels are controlled by the system administrator using a flexible administrative interface within the program. Various access levels are granted for processing rights such as scanning, indexing, cashiering, reporting, and searching. Additional access levels are granted for supervisory functions such as voiding, revising/editing transactions, rescanning, deleting records, etc.

The system maintains extensive audit logs which record all modifications made to transactions and the administrative tables.

B. Software Features

1. Data Entry

Data entry screens are optimized for efficiency and accuracy. Where appropriate, data fields have auto-fill or select lists to minimize keystrokes. Repeated data may be carried over from one screen to the next, from one document to the next, or held in a clipboard ring. Validation and auto-cleanup rules may be applied to fields to ensure consistency of data. Document screens automatically reconfigure to show fields specific to the current document.

2. Fees

Fee formulas may be configured for document groups or individual document types. Fee line items may be exempted or overridden. Pricing for fees (cost per page, per name, etc.) is easily changed by an authorized user. Receipts may be configured to print in either detail or summary mode.

3. Cashiering

The system contains a fully integrated cashiering module. All tax and fee calculation methods are supported.

Main features include:

- Ability to optionally fully index a document at the counter
- Ability to optionally scan at the counter
- Easily rearrange documents on a receipt prior to recording
- Ability to quickly enter multiple documents of the same type (e.g. tax liens)
- Ability to suspend a transaction
- Ability to automatically generate rejection letters
- Ability to automatically generate certified copies
- Simple one-click method to manage apportionments
- Integration with Quick Books
- Integration with financial packages (e.g. MUNIS)

4. Indexing

Indexing can be performed at either the cashiering stage or later. The indexing module features a queue whereby the user either predefines attributes of the documents to be indexed (e.g. deeds only) or simply requests the next document in the queue.

Main features include:

- Optimized screen layout for indexing from the scanned image
- Dual monitor support
- Multiple devices to facilitate more efficient indexing (lookup tables, repeat keys, etc.)
- User-defined filters for record selection
- One-click access to view document receipt from the screen
- Easily regenerate a cover page from the indexing screen when information initially entered at the counter was inaccurate

5. Verification

The verification module provides ultimate flexibility for the user. The system supports sight, key, and combination verification options. Selection criteria may be defined by the user in the same manner as the indexing module.

Main features include:

- Optimized screen layout for verifying from the scanned image
- Dual monitor support
- User-defined filters for record selection
- One-click access to view document receipt from the screen
- Easily regenerate a cover page from the indexing screen when information initially entered at the counter was inaccurate

6. Imaging

The system supports both single and batch scanning during any point in the workflow. The scanning module contains numerous automatic and manual cleanup functions as well as the ability to skip blank pages and automatically detect the page length.

7. E-Recording/E-Filing/E-Tax Warrants/Corporations

The system features full integration of E-Recording and is operational in 26 New York counties. IQS partners with the County's current E-Recording vendors.

The E-Filing module is seamlessly integrated with the NYSCEF system and is operational in 27 New York counties, with new counties being added on a regular basis.

IQS has partnered with the New York State Department of Tax and Finance to receive Tax Warrants, Satisfactions, and Vacates electronically, saving the County a tremendous amount of time.

Corporations may also be electronically filed with a few clicks of the mouse.

8. Public Search

The in-office public search module is simple enough for the average user, yet powerful enough for the professional.

Main features include:

- Ability to view results in index or document mode
- Ability to simultaneously search multiple names, document types, and municipalities
- Ability to search names on both sides of a document (e.g. Deed where John Smith is the Grantor and Mary Jones is the Grantee)
- Document cart for easy printing of entire documents or specific pages
- Supports escrow or drawdown accounts for document printing
- Features document queue for the general public prints, allowing prints to be released when payment is collected.

The system also includes an internet access component. IQS handles customer support, maintenance, and fee collection. Public users will only see documents designated by the County Clerk; staff members can be given password-protected access to other data.

Images and data from the County's in-house production server are replicated and stored on a web server maintained at our Liverpool, NY facility. IQS maintains redundant FIOS lines to maximize system uptime and an automatic natural gas generator to provide service continuity.

9. Reporting

The application uses Crystal Reports as the main report engine. Reports can be printed or exported in several formats including Microsoft Word, Excel, ASCII, and PDF.

The Report Explorer module categorizes and displays the authorized reports for each user. Reports can be archived for future reference.

IQS will develop custom reports as needed at no extra cost to the County.

10. Archiving

A variety of archiving methods are available to ensure the permanence of the County's critical data. The system provides a simple method to prepare scanned images for conversion to archival microfilm. Images can be exported to a variety of formats suitable for archiving, including TIFF and PDF.

11. Pistol Permit Management

An integrated pistol permit management program is included in the proposed solution. This module prints permit cards, generates amendments, manages fee, and allows for document imaging.

12. Real Property Module

A Real Property module is provided whereby deeds and RP 5217 forms may be electronically submitted to the Real Property office for review and electronic delivery to local assessors. No paper needs to be generated during this process.

13. New York State Real Property Notification Law

Solution will calculate appropriate fees and generate property notification letters required by the State (Real Property Law §291) for residential deeds. Users are able to index all necessary fields.

The software is fully compliant with New York State law. IQS will make changes to adhere to future legislation at no charge to the County.

14. Fraud Alert

Fraud Alert allows users to sign up online and receive email alerts whenever a document, such as a deed or mortgage, is recorded under their name in the County Clerk's office. It gives homeowners peace of mind and allows them to quickly take action on unauthorized transactions. IQS offers this service at no cost to the County or its constituents. It is available at https://searchiqs.com/fraudalert.

C. Value-Added Considerations

In addition to the current office functions, these value-added considerations are available to the County at no charge.

1. Passport Transmittal

The proposed system includes a passport transmittal module that includes the ability to collect application fees and generate transmittals (normal and expedited).

2. Fines Module

The fines module enables the setup and collections of fines (DWI, DNA, etc.) The program features the ability to prioritize and automatically apply payments in the correct order. Payments flow directly into the AC909 report for further efficiency. The module also features a robust set of statistical and collections reports.

3. Data Integration

A great deal of information originating in the County Clerk's office is consumed by other departments, such as Real Property and Finance. IQS is eager to work with counties who wish to make that process more efficient and accurate. It is rare that these efforts result in extra fees.

D. Ongoing Services

1. Training and Support

Unlimited training and support are included for the duration of the contract. This includes both remote and on-site methods, depending on the situation.

IQS provides email and toll-free telephone support Monday through Friday from 8:00 AM to 5:00 PM EST.

Our support procedure is as follows:

1. Call or email is received by technical support personnel
2. Severity level is determined
3. Support specialist responds within required time frame
4. Problem resolution

IQS responds to support calls in relation to problem severity. For example, mission critical failures such as the system being down will receive immediate action. IQS will respond to less severe issues within 1 hour.

2. Software Updates

Our philosophy is that software is never done. As a result, feature updates and enhancements are provided at no additional charge during the contract.

Historically, major updates have been delivered every six months. This occurs primarily through a VPN connection during non-business hours.

Our modular design provides users with ultimate flexibility. Although all customers receive the upgrades, features may be enabled or disabled based upon customer preference.

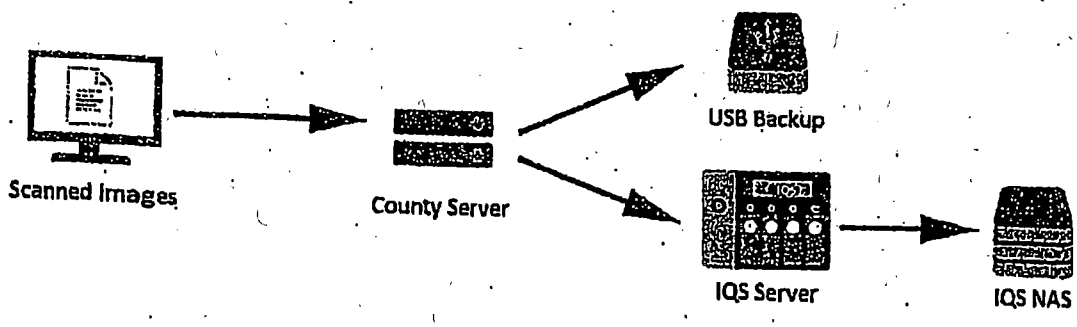
Since IQS maintains all customers on the current version of the software, there are no end of life cycle issues.

IQS utilizes several methods to keep customers current with any system changes or updates including user group meetings, our website, webinars, and email. When updates become available, IQS will contact the County Clerk to determine the best method to deliver the update or change. Updates could be delivered either remotely or on-site.

3. File Backup and Disaster Recovery

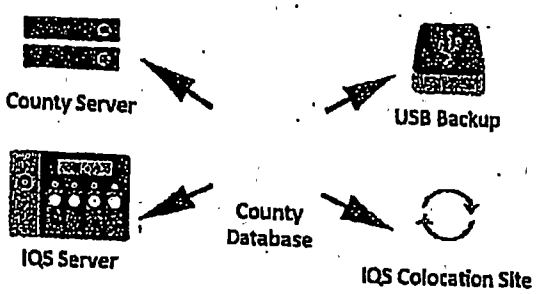
IQS has stringent backup policies in place to ensure the safety and security of the County's data.

IMAGE BACKUP



Images are immediately backed up to a USB backup drive on the server as they are scanned. They are simultaneously pushed across the Internet to our FTP site. Once a day, those images are backed up from our storage server over to our NAS. IQS verifies that all files are accounted for at the end of each month.

DATABASE BACKUP



IQS runs scripts that securely transmit the database over an encrypted VPN tunnel to our servers. There is also a copy that gets transferred over to an external hard drive at the client facility, a copy on the County server, and a copy at the IQS colocation site.

Our customers are not dependent upon IQS to run on a day-to-day basis. All processing is done at the client site. IQS maintains redundant fiber-optic lines as well as a gas-powered backup generator.

In the event of a system failure, IQS would provide remote access to the database while restoring local hardware and software.

Experience

As an industry leader in land records management, IQS has deep knowledge and expertise in the business operations of the County Clerk's office. We provide a wide range of solutions to municipalities of all sizes in New York, Pennsylvania, Connecticut, Rhode Island, Maine, and New Jersey. IQS has implemented more than 70 installations.

Solution

Our philosophy is that software is never done. Our software suite is constantly being improved upon to accommodate feedback from our customers and integrate industry changes. IQS has been on the forefront of new technologies, including E-Filing and E-Recording.

Albany County will continue to receive the expert consultation it has come to expect from IQS. As a full-service company, IQS has the resources and knowledge to develop creative solutions in partnership with the County. Additionally, we strive to develop relationships with other stakeholders including title professionals, the New York State Department of Taxation and Finance, and the New York State Office of Court Administration to deliver comprehensive technology solutions.

In addition to our best-in-class software suite, we deliver unlimited, world-class support. Calls to our office are answered by live people and routed to the appropriate support person, who is empowered to solve any problems that may arise.

Conclusion

IQS is excited by the opportunity to continue to provide the Albany County Clerk's Office with a system that can expand well into the future.

If you have any questions, feel free to reach out to Brian Owens, Vice President of Sales, at briano@iqsworks.com or (800) 320-2617.

SCHEDULE B

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	$1,000,000.00
Bodily Injury	$1,000,000.00
Personal Injury	$1,000,000.00

Albany County Request for Contract Approval

Contract #	2024-1872
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	D5110 - Maintenance of Roads and Bridges
Date Submitted	Tuesday, April 9, 2024
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Gorman Brothers, Inc. 200 Church St., Albany, NY 12202
Estimated Amount	$99,000.00
Estimated Term	5/1/2024 to 11/30/2024 (Approximately 6 months)
Scope of Services	Approval to enter into a contract with Gorman Brothers, Inc. for the Joint and Crack Sealing of various County Roads.
Budget Line Item	DD5110 - 2 - 44075
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. McCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518)447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: May 2, 2024

Re: Contract Request

The Public Works Department is requesting the approval to enter into a contract with Gorman Brothers, Inc. for the Joint and Crack Sealing of various County Roads. Gorman Brothers, Inc. is a vendor listed on the NYS Liquid Bituminous Material Contract Award #23334 PC #70343. The term of this contract will be from May 1, 2024 through November 30, 2024. Budget Line D5110.44075 Bridge and Road Material will be used for the contract amount not to exceed $99,000.00.

This is the eighth year the County has used this method of pavement preservation. Crack sealing prolongs pavement life by pavement life by preventing water penetration which accelerates pavement deterioration.

If you have any questions, please contact my office.

DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO, PE
COMMISSIONER

Memorandum

To: ***Pamela O'Neill, Purchasing Agent***

From: ***Lisa M. Ramundo, Commissioner***

Date: ***May 2, 2024***

RE: ***Crack Sealing-NYS Contract***

Public Works is requesting approval to utilize NYS Contract **Award #23334 PC #70343,** ***Group 31555 for Liquid Bituminous Material (Joint and Crack Filler/Sealer) with Gorman Bros., Inc. for an amount not to exceed $99,000.00.***

If you have any questions or further information is needed, please let me know.

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: Lisa Ramundo
Commissioner

FROM: Pamela O Neill
Purchasing Agent

DATE: May 3, 2024

RE: NYS Contract #PC70343

I am in receipt of your recommendation to award the aforementioned to Gorman Bros., Inc. in the amount not to exceed $99,000.00.

As Gorman Bros., Inc. is on the NYS Contract Group #31555 Award #23334 for Liquid Bituminous Material, I concur with your recommendation.

Please obtain the necessary contract approval of the Contract Administration Board.

Gorman Construction
All States Materials Group®

200 Church Street
Albany, NY 12202
518-462-5401
www.asmg.com

May 2, 2024

Mrs. Lisa Ramundo
Albany County D.P.W.

Dear Mrs. Ramundo:
The following is information regarding Cracksealing for Albany County:
NYS OGS Liquid Bituminous Materials (Joint and Crack Filler/Sealer) **Award#23334 PC #70343 (May 2024, $623/ton).**
The pricing for Cracksealing **Type II Option 2 (D6690 Type II)** is as follows:

301-500 gallons per day-	**$17.00**
WZTC 2 way 301-500 gallons per day-	**$9.40**
Estimated Total Price per Gallon-	**$26.40**

The pricing for approximately 3,750 gallons at $26.40: **$99,000**

Total Crackseal price not to exceed $99,000

If you should have any questions, please do not hesitate to contact me at 518-207-6963. We look forward to working with you to make your 2024 program a success.

Thank you,

Adam Vandenburgh

Adam Vandenburgh
Sales Representative

Gorman Construction
All States Materials Group®

200 Church Street
Albany, NY 12202
518-462-5401
www.asmg.com

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made at unit prices listed above.

☐Maintenance and Protection of Traffic Control with signage provided by Municipality

_____ Signature

_____ Date

Note: This proposal may be withdrawn by us if not accepted in 30 days

Gorman Construction guarantees workmanship and materials but is not responsible for failures due to inadequate subbase, poor drainage, or the result of poorly prepared/treated shim. Damage to Gorman Construction equipment due to abandoned structure(s) may result in extra charges to the customer.

If the customer changes the lab approved application rate or mix design, they will assume all liability for the process's performance and warranty.

Any alteration or deviation from the above-mentioned specifications or any change in the scope of the job involving extra costs will be executed only upon written orders and will become an extra charge over and above this estimate. During the prosecution of the work, Gorman Construction will comply with all specification requirements regarding calendar cutoff dates and minimum application temperatures.

If there are no applicable or relevant project specifications, Gorman Construction will comply with either the applicable State specifications or accepted industry standard requirements. For this quotation, the calendar cutoff dates are listed below along with the minimum application temperatures.

Process	Dates	Min Temp
Surface Treatment	May 1 – Sept 7	50 F
Cold Recycling/Cold Mix	May 1 – Oct 7	50 F
PPST	April 15 – Oct 31	50 F
Crack Sealing	April 1- Nov 15	40 F
Micro Surfacing/Slurry Seal	April 15 - 3rd Sat in Sept	50 F

avandenburgh@asmg.com
Cell:518-207-6963

Albany County Request for Contract Approval

Contract #	2024-1883
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	BID
Department	G8130 - Sewage Treatment
Date Submitted	Tuesday, April 16, 2024
Contact Person	Gaudio, Angelo
Contact Phone	() -518
Vendor Info	Bearings Distributors Inc. 1 Charles Blvd, Guilderland, NY 12084
Estimated Amount	$30,000.00
Estimated Term	5/14/2024 to 11/14/2024 (Approximately 6 months)
Scope of Services	Purchase and delivery of bearings and seals
Budget Line Item	GG8130 - 2 - 44070
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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	Joanne Cunningham, Chairwoman 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

NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

April 15, 2024

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

Hon. Joanne Cunningham
Chairwomen
Albany County Legislature
112 State Street – Suite 710
Albany, NY 12207

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

Re: Contract #2023-1251 Bearings and Seals
Renewal Authorization - Bearing Distributors, Inc.

Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to renew the above subject contract to Bearing Distributors, Inc, (BDI), for the supply of bearings and seals. The contract terms will be for six months from date of award with an option for one (1) additional consecutive six (6) month renewal. The total estimated contract value is $30,000 for the contract term.

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

Sincerely,

Angelo Gaudio, P.E.
Executive Director

Enc: Signed Renewal Acceptance Letter

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

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

RE: BID #2023-093
Bearings and Seals

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID **#2023-093** AND WILL HOLD AWARDED BID PRICES THROUGH **September 12, 2024**

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR: BDI

REPRESENTATIVE: Byron Kempf

TELEPHONE # 518-862-9854

FAX #: 518-862-9855

SIGNATURE:

PLEASE RETURN THIS FORM BY FAX
TO (INSERT BUYER NAME) **@ 518-447-5588.**

Albany County Request for Contract Approval

Contract #	2024-1905
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	RFP
Department	G8130 - Sewage Treatment
Date Submitted	Friday, April 26, 2024
Contact Person	Gaudio, Angelo
Contact Phone	() -518
Vendor Info	Adirondack Environmental Services, Inc. 314 N. Pearl Street, Albany, NY 12207
Estimated Amount	$40,000.00
Estimated Term	5/14/2024 to 5/14/2025 (Approximately 12 months)
Scope of Services	Various environmental laboratory testing needed to comply with the District's SPDES permits.
Budget Line Item	GG8130 - 2 - 44108
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
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
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NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

April 25, 2024

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

Hon. Joanne Cunningham
Chairwoman
Albany County Legislature
112 State Street – Suite 710
Albany, NY 12207

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

Re: Contract #2023-958 Environmental Testing
Renewal Authorization – Adirondack Environmental Services, Inc.

Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to renew the above subject contract to Adirondack Environmental Services, Inc. for environmental lab testing. The contract terms will be for one year from date of award with an option for two (2) additional consecutive one (1) year renewals. The total estimated contract value is $40,000 for the contract term.

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

Sincerely,

Angelo Gaudio, P.E.
Executive Director

Enc: Signed Renewal Acceptance Letter

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

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

RE: RFP # 2023-029
Environmental Laboratory Services

PLEASE CHECK THE APPROPRIATE BOX BELOW:

[X] I WISH TO RENEW RFP # 2023-029 AND WILL HOLD AWARDED BID PRICES THROUGH March 30, 2025

[ ] I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR: Adirondack Environmental Services, Inc.

REPRESENTATIVE: Patrick Daniels

TELEPHONE # 518-434-4546

FAX #: 518-434-0891

SIGNATURE: Patrick Daniels

PLEASE RETURN THIS FORM BY FAX
TO Tina King @ **518-447-5588.**

Albany County Request for Contract Approval

Contract #	2024-1940
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	State Contract
Department	NH6020 - Residential Health Care Facility
Date Submitted	Thursday, May 2, 2024
Contact Person	Thelen, Shawn
Contact Phone	1 (518) 447-7108
Vendor Info	UniFirst Corporation 157 Troy Schenectady Road, Watervliet, NY 12189
Estimated Amount	$76,760.00
Estimated Term	6/1/2024 to 5/31/2026 (Approximately 23 months)
Scope of Services	Purchase of a micro scrubber mop system. UniFirst will supply, launder and service microfiber floor mops. This is to replace the current traditional string mop system used at Shaker Place.
Budget Line Item	NH6020 - 2 - 22150
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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	Joanne Cunningham, Chairwoman Albany County Legislature

Shaker Place
REHABILITATION & NURSING CENTER

Daniel P. McCoy
County Executive

Mark S. Olsen
Executive Director

TO: The Honorable Daniel P. McCoy
Albany County Executive

The Honorable Joanne Cunningham
Chairwoman, Albany County Legislature

The Honorable Bruce Hidley
Albany County Clerk

FROM: Mark S. Olsen
Executive Director
Shaker Place Rehabilitation and Nursing Center

DATE: 05/01/2024

SUBJECT: UniFirst Corporation

Shaker Place Rehabilitation and Nursing Center (SPRNC) respectfully requests to enter into a contract with UniFirst Corporation for the rental and servicing of microfiber floor mops.

SPRNC currently uses a traditional string mop system to clean floors. The microfiber floor mop system is the industry standard in healthcare providing better infection control and has a more ergonomic use. Microfiber floor pads are used per individual room and not shared in comparison to a traditional mop. Furthermore, the microfiber mop system is lighter and more manageable then the current traditional mop system in current use.

Laundering of the current mop system is approximately $12,000.00 per year which will be greatly reduced with this floor cleaning system. UniFirst Corporation is a Sourcewell National Cooperative vendor. The contract request is for two years, June 1st, 2024 through May 31st, 2026. The weekly cost is estimated to be $690.00 per week or $35,880 per year. The total request is for $76,760.00. This sum is equal to $35,880 each year for two years and $5,000.00 in contingency for any additional rental or servicing required.

We respectfully request approval of this contract.

UniFirst

NEW ACCOUNT ☐ EXISTING ACCOUNT ☐

INSTALLATION DATE _____ MM/DD/YYYY

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) Shaker Place Rehab LOC. NO. 052

ADDRESS 100 Heritage Lane ROUTE NO. _____

Albany, NY, 12211 DATE 5/1/2024

PHONE 518-213-8927 SIC/NAICS _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED

ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON-STANDARD[1]	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE[2]
Service will be twice a week								
$343.00 + DEFE per delivery								
8423 - Micro 18" Scrubber Pad		EW		4900/9800	.14	S	686.00	
Minimum weekly charge applies, equal to 75% of the initial weekly install value.								

OTHER CHARGES	AMOUNT
Garment preparation per piece	
Name emblem per piece	
Company emblem per piece	
Direct Embroidery: Wearer name per piece	
Company name per piece	

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	
Special cuts per piece	
Restock/Exchange per piece	
Automatic Wiper Replacement	
Automatic Linen Replacement	
DEFE (See description on reverse side)	2.00
Energy Charge	

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge[3] ☐

COMMENTS

24 Month Agreement , all need hampers and bulk bins free of charge. Price locked for 24 month.

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.[4]

The undersigned agrees to the attached Customer Service Agreement Terms and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

SALES REP: Michael Flood 5/1/2024
SALES REP (Print Name) DATE

ACCEPTED[5]: _____
LOCATION MANAGER (Signature) DATE

_____
LOCATION MANAGER (Print Name and Title)

ACCEPTED: _____
CUSTOMER (Signature) DATE

_____
CUSTOMER (Print Name and Title)

_____
EMAIL

[1] Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
[2] Merchandise which is Val-U-Leased is not cleaned by UniFirst.
[3] Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.
[4] All returned checks and declined credit/debit cards subject to $35 processing fee.
[5] This Agreement is effective only upon acceptance by UniFirst Location Manager.

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for ~~60 months~~ MF 24 month after installation of Merchandise (for new customers) or any renewal date. ~~This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.~~ MF

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property, and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present, and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation, and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil, and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty, or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries, or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") *Merchandise* supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. *(* Poly-bag services incur additional charges.)*

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed), pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, and governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees, and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special, or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

Shaker Place Rehabilitation & Nursing Center

UniFirst U1st

SOURCEWELL - US - GPO PRICING 4/1/2024

UniFirst Code	Item Description	Delivery Quantity	Unit Rate	Tuesday Total
8423	Micro Fiber Wet Mop 18" Scrubber Pad	2450	$ 0.140	$ 343.00
DEFE	Delivery, Environmental, Fuel, Energy	1	$ 2.00	$ 2.00
			Total	**$ 345.00**

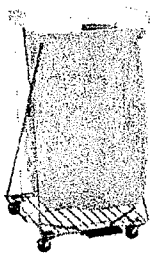
UniFirst Code	Item Description	Delivery Quantity	Unit Rate	Friday Total
8423	Micro Fiber Wet Mop 18" Scrubber Pad	2450	$ 0.140	$ 343.00
DEFE	Delivery, Environmental, Fuel, Energy	1	$ 2.00	$ 2.00
			Total	**$ 345.00**

Weekly Rental Total	**$ 690.00**

STORAGE SOLUTIONS - FREE OF CHARGE

Wire Economy Hamper Stand with Foot Pedal

Hamper Dimensions
17 - 3/4" L
18 - 1/2 " W
37 " H



Standard Laundry Lockup

Laundry Lockup Dimensions
16 - 1/4" L
21 - 7/16" W
80 - 13/16" H

Front Plastic Bulk Truck

Truck Dimensions
46 3/4" L
27 1/2" W
64" H

Albany County Request for Contract Approval

Contract #	2024-1919
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFP
Department	A4010 - Health
Date Submitted	Tuesday, April 30, 2024
Contact Person	Moore, Ransom
Contact Phone	1 (518) 447-4584
Vendor Info	St. Peter's Hospital Foundation - Laboratory Services 310 S. Manning Blvd., Albany, NY 12208
Estimated Amount	$99,999.00
Estimated Term	1/1/2024 to 12/31/2028 (Approximately 59 months)
Scope of Services	The Successful Proposer will conduct bacteriological, biological, pathological, and chemical examinations on facility-submitted specimens. It will provide all necessary materials and supplies for these services. Timely cumulative and patient-specific test reports will be furnished. Records will be maintained per federal and state regulations and made available as needed.
Budget Line Item	AA4010 - 2 - 44048
Fiscal Impact	County: 64.00% State: 36.00% Federal: 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	Joanne Cunningham, Chairwoman Albany County Legislature

DANIEL P. McCOY
County Executive

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
Interim Commissioner of Health

RANSOM E. MOORE III
Assistant Commissioner of Finance and Administration

MEMORANDUM

TO: Honorable Daniel P. McCoy, County Executive
Honorable Bruce A. Hidley, County Clerk
Honorable Joanne Cunningham, Chairwoman, County Legislature

FROM: Maribeth Miller, BSN, MS, Interim Commissioner of Health

DATE: April 30, 2024

RE: St. Peter's Hospital Foundation

The Albany County Department of Health is requesting authorization to enter into an agreement with St. Peter's Hospital Foundation for its Laboratory Services needs. Three bidders submitted proposals for RFP 2024-04 and St. Peter's was chosen as the recommended provider.

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

Thank you for your consideration of this request.

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

DANIEL P. McCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Ransom Moore
Health Department

FROM: Pamela O Neill
Purchasing Agent

DATE: May 1, 2024

RE: Request for Proposals #2024-04R
Clinical Laboratory Services

I am in receipt of your recommendation to award the aforementioned to St. Peter's Hospital Foundation for the amount of not to exceed $99,999.00 for the five year contract.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposals submitted. I have no objection to the selection of St. Peter's Hospital Foundation.

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

St Peters

RFP #2024-04R: Clinical Laboratory Services

Proposal Rating Worksheet

Proposer: St. Peter's Hospital Laboratory

		Reviewer 1		Reviewer 2		Combined Scores	
	Weight	**Rate**	**Score**	**Rate**	**Score**	**Rate**	**Score**
Ability of the Proposer to meet the requirements of the Scope of Services	30%	5	1.5	5	1.5		1.5
Reports that are available including timeliness, format of reports and variety of reports available	10%	5	0.5	4	0.4		0.45
The means of how test results will be communicated	10%	5	0.5	4	0.4		0.45
Relevance and effectiveness of the quality assurance program that will be provided as stipulated in Section 3.7 and 3.8	10%	5	0.5	5	0.5		0.5
Experience of the Proposer in providing like services to other facilities in similar size	10%	5	0.5	5	0.5		0.5
Cost to Albany County Health Department for laboratory tests	30%	5	1.5	4	1.2		1.35
TOTALS:			5		4.5		4.75

NOTES:

ACCU

RFP #2024-04R: Clinical Laboratory Services

Proposal Rating Worksheet

Proposer: ACCU Reference Medical Lab

		Reviewer 1		Reviewer 2		Combined Scores	
	Weight	**Rate**	**Score**	**Rate**	**Score**	**Rate**	**Score**
Ability of the Proposer to meet the requirements of the Scope of Services	30%	2	0.6	3	0.9		0.75
Reports that are available including timeliness, format of reports and variety of reports available	10%	5	0.5	4	0.4		0.45
The means of how test results will be communicated	10%	5	0.5	3	0.3		0.4
Relevance and effectiveness of the quality assurance program that will be provided as stipulated in Section 3.7 and 3.8	10%	5	0.5	3	0.3		0.4
Experience of the Proposer in providing like services to other facilities in similar size	10%	4	0.4	4	0.4		0.4
Cost to Albany County Health Department for laboratory tests	30%	5	1.5	3	0.9		1.2
TOTALS:			4		3.2		3.6

NOTES:

Cian

RFP #2024-04R: Clinical Laboratory Services

Proposal Rating Worksheet

Proposer: CIAN Diagnostics

		Reviewer 1		Reviewer 2		Combined Scores	
	Weight	**Rate**	**Score**	**Rate**	**Score**	**Rate**	**Score**
Ability of the Proposer to meet the requirements of the Scope of Services	30%	2	0.6	2	0.6		0.6
Reports that are available including timeliness, format of reports and variety of reports available	10%	5	0.5	3	0.3		0.4
The means of how test results will be communicated	10%	5	0.5	3	0.3		0.4
Relevance and effectiveness of the quality assurance program that will be provided as stipulated in Section 3.7 and 3.8	10%	5	0.5	3	0.3		0.4
Experience of the Proposer in providing like services to other facilities in similar size	10%	4	0.4	3	0.3		0.35
Cost to Albany County Health Department for laboratory tests	30%	0	0	3	0.9		0.45
TOTALS:			2.5		2.7		2.6

NOTES:

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY HEALTH DEPARTMENT

RFP#2024-004

CLINICAL LABORATORY SERVICES

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: Clinical Laboratory Services RFP NUMBER: 2024-004

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 PROPOSAL, YOU MUST RETURN THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL FURTHER COMMUNICATION REGARDING THIS RFP.

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-PROPOSER RESPONSE

RFP #2024-004
Clinical Laboratory Services

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

- ☐ Could not meet Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ 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/proposal.
- ☐ Other reasons; please state and define:_____

_____
_____
_____
_____
_____

Vendor Name:_____
Contact Person:_____
Vendor Address:_____
Vendor Telephone:_____

NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS # 2024-004

Sealed Proposals for **Clinical Laboratory Services** as requested by the Albany County Health Department will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, February 16, 2024 and or electronic submission Bid Net, Empire State Purchasing Group.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP 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 Thursday, February 01, 2024

Pamela O Neill
Purchasing Agent

Dated: **January 26, 2024**
Albany, New York

PUBLISH ONE DAY – Thursday, February 01, 2024 -- THE EVANGELIST
PUBLISH ONE DAY – Thursday, February 01, 2024 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
CLINICAL LABORATORY SERVICES
ALBANY COUNTY DEPARTMENT OF HEALTH
RFP#2024-004

RFP DISTRIBUTION- ***IMPORTANT NOTICE***

The County of Albany officially distributes RFP documents through the Purchasing Division Office or through the Empire State Bid System website at **http://www.empirestatebidsystem.com**. Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain proposal 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: PURPOSE

1.1 The County of Albany is seeking proposals for **Laboratory Services** as requested by the Albany Department of Health.

1.2 The Albany County Department of Health is seeking a qualified provider of Laboratory Services to provide services to the patients and staff of the Albany County Department of Health. The provider must possess experience in providing these services to Article 28 Diagnostic and Treatment facilities. The provider and their staff must at all times be licensed or certified in New York State to perform laboratory services.

SECTION 2: RECEIPT OF PROPOSALS

2.1 One (1) copy and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on** ***Friday, February 16, 2024*** at the following address:

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

Or electronic submission on BidNet Empire State Purchasing Group
http://www.empirestatebidsystem.com

2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.

2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.

2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.

2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.

2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.

2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.

2.8 Proposals will be examined and evaluated by **the Albany County Health Department.**

2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

3.1 Provide the name, a brief history and description of your firm. Include your firm's most recent annual report.

3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.

3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).

3.4 Detail your firm's experience with providing laboratory services to an Article 28 outpatient facility.

3.5 Provide at least two (2) references from similar projects including name, addresses, and telephone numbers.

3.6 Provide any additional information that would distinguish your firm in its service to Albany County.

3.7 The Proposer and its staff must at all times maintain the required license and certifications as required.

3.8 The Proposer will at all times abide by any and all federal and state rules and regulations that pertain to laboratory services. New York State has a Clinical Laboratory Evaluation Program and the lab must have certification under the Clinical Laboratory Improvement Amendments (CLIA) protocol, as well as internal monitoring of procedures.

3.9 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.

3.10 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer 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 Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

4.1 The Successful Proposer shall make all bacteriological, biological, pathological and chemical examinations and re-examinations which may be required on specimens submitted by the facility.

4.2 The Successful Proposer will furnish all required material and supplies to perform these services.

4.3 The Successful Proposer will provide cumulative and patient specific test reports in a timely manner.

4.4 The Successful Proposer will pick up specimens at a mutually agreed upon scheduled basis. STAT orders will be picked up, as needed.

4.5 The Successful Proposer will have STAT results available within ninety (90) minutes of draw. STAT results will be phoned in, with follow up over fax. Grossly abnormal results will be repeated automatically.

4.6 All reference ranges must be age specific.

4.7 The Successful Proposer will provide all necessary request forms.

4.8 The Successful Proposer will keep records in such form and for such duration as may be required by federal and state statutes and regulations as supply these records as necessary.

4.9 The Proposer shall indicate if they have an automated system to allow the facility access to test results on-line through the internet.

FACILITY'S RESPONSIBILITIES:

4.10 The Health Department will assume payment for lab services as required by regulation (e.g., uninsured/underinsured patients being screened for sexually transmitted disease and patients with tuberculosis related diagnosis).

4.11 The facility will pay for patient testing at the prevailing Medicaid rate for uninsured patients. If the patient has insurance the Proposer will bill the patient's insurance and accept insurance payment as payment in full. If the patient has a deductible or co-pay, the Facility will pay the lesser of the deductible/co-pay amount, OR the Medicaid rate charge as required by regulations.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be ***for a period of five (5) years and shall commence on the date of the fully executed contract.***

5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services.

6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.

6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

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

APPENDIX "1"

The following is a list of frequently performed tests. Please provide a cost schedule for each test and include it in your proposal.

ChrgCodeDesc
Hepatic Function Panel
Bilirubin, Total
Bilirubin, Direct
Alkaline Phosphatase
Ast/sgot
Alt/sgpt
Protein Total, Serum
Urea Nitrogen Quant.
CBC w/ differential
CBC
Platelets
Dscpc-single Drug Class, Each
Lead, Blood
Hepatitis B Surface Ab (HbsAb)
Hepatitis B Surface Ag w/confirm
Treponema Pallidum IgG (EIA) w/ relflex RPR w/reflex titer
TP Particle Agglutination (TP-PA)
RPR w/reflex titer
FTA-ABS
HSV Ab Type 1
HSV Ab Type 2
AFB Culture
AFB Smear (Stain)
Comprehensive Metabolic Panel (CMP)
M. Tuberculosis Amplified NA Probe
M. Tuberculosis DNA Probe
MPOX PCR Testing
QUANTIFERON PL 1T (TB GOLD+)
QUANTIFERON PL 4T (TB GOLD+)
Chest X-Ray

COUNTY OF ALBANY

RFP #2024-004R

CLINICAL LABORATORY SERVICES

ADDENDUM # 1

Date

The following Addendum No. 01 consisting of two (2) pages (including this cover page) is hereby issued on the 22 day of March 2024, in connection with the Request for Proposal 2024-004R as requested by the Health Department.

COUNTY OF ALBANY

RFP #2024-004R

CLINICAL LABORATORY SERVICES

ADDENDUM # 1

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: The due date for the proposal has been extended by two (2) weeks.

Proposals will be received by Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, April 12, 2024 and or electronic submission Bid Net, Empire State Purchasing Group.

End of Addendum # 1

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Clinical Laboratory Services
RFP Number: 2024-004R

THIS PROPOSAL 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 Proposer proposes and agrees, if this Proposal 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 Proposal and in accordance with the Contract Documents.

2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.

3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

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

Date	Number
3/22/2024	1

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

   (b) Proposer 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 Proposer deems necessary;

(c) This Proposal 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; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

4. Proposer will complete the Work for the following prices(s): (Attach Proposal)

5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer 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 Proposal:

   (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")

7. Communication concerning this Proposal shall be addressed to:

   Lisa R. Smith, GPC

   SPHP Center for Philanthropy, 310 S. Manning Blvd.

   Albany, NY 12208

   Phone: 518-525-1099

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

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Clinical Laboratory Services
RFP Number: 2024-004R

Submit a cost proposal as described in Section 4 Scope of Services and in Appendix 1.

COMPANY:	**St. Peter's Hospital Foundation**
ADDRESS:	**310 S. Manning Blvd.**
CITY, STATE, ZIP:	**Albany, NY 12208**
TEL. NO.:	**518-482-4433**
FAX NO.:	**518-482-4593**
FEDERAL TAX ID NO.:	**22-2262982**
REPRESENTATIVE:	**Lisa R. Smith, GPC**
E-MAIL:	**LisaR.Smith@sphp.com**
SIGNATURE AND TITLE	Director of Grants

DATE **March 28, 2024**

SECTION I

Title Page

LABORATORY SERVICES RFP

#2024 – 004 - R

Submitted by:
St. Peter's Hospital Foundation on behalf of
St. Peter's Hospital – St. Peter's Hospital Laboratory

FEIN: 22-2262982 (St. Peter's Hospital Foundation)
FEIN: 14-1348692 (St. Peter's Hospital)

Contacts:

Lisa Smith, Director of Grants
St. Peter's Health Partners – Center for Philanthropy
310 South Manning Boulevard
Albany, NY 12208
Phone: 518-525-1099
Fax: 518-482-4593
Email: LisaR.Smith@sphp.com

Thomas LaPorta
Administrative Director, Laboratory Services
315 South Manning Boulevard
Albany, NY 12208
Phone: 518-525-1470
Fax: 518-525-6301
Email: thomas.laporta@sphp.com

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

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Acknowledgement by Proposer Vendor	Attachment B
Responsibility Questionnaire	Attachment C
Iranian Energy Divestment Certification	Attachment D
Resumes	Attachment E

SECTION 3

Qualification/Experience

St. Peter's Hospital Foundation was founded in 1978 through the sponsorship of the Religious Sisters of Mercy. Since its founding, the Foundation has manifested its vision to advance the delivery of high-quality health care at St. Peter's Hospital – especially as it relates to creating and maintaining programs and services for the poor and marginalized members of our community. The Foundation provides St. Peter's Hospital and other components of St. Peter's Health Partners with a vital source of funding for patient-centered program support, advancements in technology as well as capital funding for building and infrastructure improvement to sustain the healing ministry of St. Peter's Hospital. St. Peter's Hospital Foundation submits this application on behalf of St. Peter's Hospital Laboratory Services.

St. Peter's Hospital Laboratory, formerly known as St. Peter's Bender Laboratory, is one of the country's oldest continuously active laboratories, offering clinical and environmental testing. Founded in 1895 as a nonprofit institution for the community, Bender provided educational training for laboratory professionals and pathologists. Originally located on South Lake Avenue in Albany, Bender moved next to Child's Hospital in 1969. Bender Laboratory was originally responsible for laboratory services of several northeastern New York hospitals and was the precursor of the present Red Cross Blood Program of Northeastern New York.
Bender maintained its community orientation as an outpatient laboratory for the greater Albany area. While providing necessary support for public health programs of many county health departments, Bender also served hospitals, nursing homes, physician offices, homebound patients, and other institutions.

In 1997, Bender Laboratory merged with St. Peter's Hospital to form St. Peter's Hospital Laboratory. Then, in 2011, St. Peter's Health Partners was formed through the merger of St. Peter's Health Care Services (including St. Peter's Hospital), Northeast Health (including Samaritan and Albany Memorial Hospitals), and Seton Health (including St. Mary's Hospital). Continuing the tradition of service to the community, St. Peter's Hospital Laboratory is a full-service laboratory offering a wide range of testing and phlebotomy services at several convenient locations throughout the Capital Region.

St. Peter's Hospital Laboratory is accredited by The Joint Commission and the American Association of Blood Banks (AABB) and is licensed by the New York State Department of Health.

St. Peter's Hospital Laboratory is an experienced provider of laboratory services to Article 28 outpatient facilities. It currently provides non-residential lab services to the Albany County Department of Mental Health. St. Peter's Hospital Laboratory also provides non-residential lab services at free clinics offered by the City Mission of Schenectady and at the New Choices Recovery Center.

In addition, St. Peter's Hospital Laboratory currently provides services to Our Lady of Mercy Life Center, St. Peter's Nursing and Rehabilitation Center, Delmar Center for Rehabilitation and Nursing, Hudson Park Rehabilitation and Nursing Center, and The Grand Rehabilitation and Nursing at Guilderland.

St. Peter's Hospital Laboratory is a leader in the industry, providing the highest-quality laboratory services to all our customers and serving as a resource for the community. We offer superior quality, convenience, and customer service for both patients and physicians. We offer a comprehensive array of tests, including many that do not appear on general requisition lists.

Our experienced staff consists of seven Board-Certified Pathologists and more than 150 professionals, including Medical Technologists, Cytotechnologists, Histotechnicians, Medical Laboratory Technicians, and Laboratory Assistants. St. Peter's Hospital Laboratory is located within St. Peter's Hospital, in Albany, NY.

Patricia Belair, MD, is the Medical Laboratory Co-Director and Co-Chief of Pathology. Dr. Belair has been a part of St. Peters Health Partners since 2003. Dr. Belair holds Certificates of Qualification in the following areas: Andrology, Bacteriology, Blood Banking, Blood Lead, Clinical Chemistry, Clinical Toxicology, Endocrinology, Hematology, Histopathology, Mycobacteriology, Mycology, Oncology, Parasitology, Transfusion Services, Virology.

Dalia Eldeiry, MD, is the Medical Laboratory Co-Director and Co-Chief of Pathology. Dr. Eldeiry has been a part of St. Peters Health Partners since 2005. She holds Certificates of Qualification in the following areas: Bacteriology, Blood Services-Transfusion Services, Clinical Chemistry, Cytopathology – Gynecological/Non-gynecological, Diagnostic Immunology, Endocrinology, Hematology, Histopathology, Immunohematology, Mycobacteriology, Mycology, Parasitology, Toxicology and Virology.

Thomas LaPorta, BS, MT, is the Administrative Director for Laboratory Services. He has held this position since November of 2023. Mr. LaPorta holds a BS in Biochemistry from the College of Saint Rose. He has 22 years of experience as a Medical Technologist and 7 years of management experience. His area of concentration is Microbiology.

Jose Halder is the Manager for Laboratory Outreach, Patient Service Centers (PSC), and Inpatient Phlebotomy. He is responsible for supervising, evaluating, and mentoring all home-draw phlebotomists. As such, he will be extensively involved in the proposed services for Albany County. Mr. Halder has been employed with St. Peters Health Partners for over 5 years.

A seasoned professional supervises each laboratory unit. Jude Williams, MT is the Transfusion Services and Hematology Manager with over 26 years of experience. Thomas LaPorta, BS, MT is the Manager of Microbiology with 22 years of experience. Charles Pastor, BS, MT is the Chemistry Supervisor with over 40 years of experience. Melissa Kovatchitch CT is the Pathology Supervisor with more than 15 years of experience.

See Attachment E for resumes of primary professional staff members who will be involved in the County engagement.

<u>Authorized to Bind</u>
Shannon Galuski
Executive Director
St. Peter's Hospital Foundation
310 S. Manning Boulevard
Albany, NY 12208
518-482-4433

SECTION III

References

Aimee Carlson
Chief Nursing Officer, Continuing Care
Our Lady of Mercy Life Center
2 Mercycare Lane
Guilderland, NY 12203
518-464-8100

Rebecca Murray, RN, BSN
Director-Clinical Services, MGPS
425 New Scotland Ave
Albany, NY 12065
518-525-6009

SECTION IV

Plan Implementation

St. Peter's Hospital Laboratory proposes to conduct the scope of services outlined in the Albany County RFP (#2024-004-R). The lab is sufficiently staffed to initiate services immediately upon receipt of an executed contract.

St. Peter's Hospital Laboratory will make all bacteriological, biological, pathological, and chemical examinations and re-examinations that may be required on specimens submitted by the facility. Currently, one of our phlebotomists goes to Shaker Place Rehabilitation & Nursing Center daily, Monday through Friday, to draw blood, and there is a scheduled pick up every evening, Monday through Friday, at 5:20 pm. Additional lab specimens are sent to the hospital by courier. We are planning on continuing this schedule in a new contract; alternate accommodations can be made as necessary with advance notification.

St. Peter's Hospital Laboratory will furnish all New York State-approved supplies to conduct tests and preprint all necessary request forms with facility information for the facilities. Laboratory Services are promptly consistent with accepted laboratory practices and follow 10 NYCRR Subpart 58-1.

St. Peter's Hospital Laboratory will provide report information including, but not limited to, cumulative and patient test-specific reporting, as well as antibiogram reporting, to assist in pharmaceutical cost containment. Signed and written reports of laboratory and pathology services for inclusion in the patient's clinical record will be provided within one business day of completing such services. Laboratory reports will be delivered via courier service and/or electronically. State test results and/or critical values will be immediately called, faxed, or sent electronically to the facility. All notifications will be documented.

St. Peter's Hospital Laboratory will keep records as federal and state statutes and regulations require. The Laboratory and its staff will maintain certifications and licenses as required.

The Lab will provide the facility with STAT test results within 90 minutes of receipt in the lab. Results will be relayed by phone, followed by fax. STAT collection and analysis are available 24 hours daily, seven days weekly.

SECTION V

Cost Proposal

St. Peter's Hospital Laboratory will bill Medicare Part B, Medicaid, and third-party carriers for insured patients. Co-pay balances and services for uninsured patients will be billed to the Albany County Department of Health.

A group purchasing account for Albany County already exists with St. Peter's Hospital Laboratory. St. Peter's Hospital Laboratory will bill ACDOH at the prevailing Medicare Part B rates for uninsured patients. Below is a fee schedule of the current Medicare rates for frequently requested tests. The fee structure includes all materials and services.

Charge Code	Description	Cost
4030897	Hepatic Function Panel	$10.09
4030008	Bilirubin Total	$6.19
4030147	Bilirubin Direct	$6.19
4030005	Phosphatase Alkaline	$6.39
4030055	Ast/sgot	$6.39
4030038	Alt/sgpt	$6.54
4030051	Protein Total Serum	$4.53
4030040	Urea Nitrogen Quan	$4.88
4070615	CBC w/differential	$9.59
4070600	CBC	$7.98
4070607	Platelets	$5.53
4030835	Dscpc-single Drug Class, Each	$71.83
4030106	Lead	$14.95
4080011	Hepatitis B Surf Ab(hbsab)	$13.26
4080167	Hep B Surf Ag W/confirm	$12.75
4080800	Treponema Pallidum Igg Ab	$16.34
4080198	TP PARTICLE AGGLUTINATION	$12.58
4080146	RPR W/rflx Titer &fta	$5.27
	FTA - ABS	$16.34
4060345	HSV type 1	$16.28
4060346	HSV type 2	$23.90
4080295	AFB Culture	$13.34
4080002	AFB – Smear (Stain)	$6.65
4030707	Comprehensive Metabolic Panel (CMP)	$13.04
4060128	M. Tuberculosis Amplified NA Probe	$43.33
4080595	M. Tuberculosis DNA Probe	$24.76
36971	MPOX PCR Testing	unknown
86480	QUANTIFERON PL 1T (TB GOLD+)	$365.00
N/A	QUANTIFERON PL 4T (TB GOLD+) -- N/A	N/A
71045	Chest X-Ray	$97.91

SECTION VI

Mandatory Documentation

Non-Collusive Bidding Certificate	Attachment A
Acknowledgment by Proposer	Attachment B
Vendor Responsibility Questionnaire	Attachment C
Iranian Energy Divestment Certification	Attachment D
Resumes	Attachment E

Attachment A

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

Executive Director
Title

3/28/24
Date

St. Peter's Hospital Foundation
Company Name

Attachment B

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) **SS.:**

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

_____

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

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

On this 28th day of MARCH, 2024, before me personally appeared SHANNON GALUSKI to me known, who, being by me sworn, did say that he resides at (give address) 16 PADDLEWHEEL CT WATERFORD NY that (she) is the (give title) EXECUTIVE DIRECTOR of the (name of corporation) ST. PETER'S HOSPITAL FOUNDATION, 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.

CHERYL A. RANKEY
Notary Public - State of New York
01RA6040841
Qualified in ALBANY County
My Comm. Expires MAY 01, 20 24

Cheryl A Rankey

Notary Public, State of NEW YORK

Qualified in ALBANY

Commission Expires MAY 1, 2024

If Partnership:

STATE OF _____)
COUNTY OF _____) **SS.:**

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

_____

Notary Public, State of _____

Qualified in _____

Commission Expires _____

Attachment C

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: X PRIME CONTRACTOR		
2. VENDOR'S LEGAL BUSINESS NAME St. Peter's Hospital Foundation	3. IDENTIFICATION NUMBERS a) FEIN # 22-2262982 b) DUNS # 781491725	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: Albany Co.	5. WEBSITE ADDRESS (if applicable) givetostpeters.org	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 310 S. Manning Blvd., Albany, NY 12208	7. TELEPHONE NUMBER 518-482-4433	8. FAX NUMBER 518-482-4593
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE	
Name	Lisa R. Smith, GPC
Title	Director of Grants
Telephone Number	518-525-1099
Fax Number	518-482-4593
e-mail	LisaR.Smith@sphp.com

13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.

a) NAME Shannon Galuski	TITLE Exec. Director	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? ☐ Yes ☒ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☒ No
List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.

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), AFFLITIATE 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? ***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.***	☐ Yes ☒ No
	b) file returns or pay New York State unemployment insurance? ***Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.***	☐ Yes ☒ No
	c) Property Tax *Indicate the years the vendor failed to file.*	☐ 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 OR 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 Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] :	☐ 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.

17. - Enforcement Actions for St. Peter's Health Partners' Affiliates

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."	X Yes No All cases have been resolved.

SPHP Affiliate	Nature of Violation	Agency	Date	Case #	Resolved ?	Fine Paid
1. Eddy Heritage House Nursing and Rehabilitation Ctr.	Infection control; PPE; sterilization	DOH	Feb 2021	NH-21-038	Yes	$10,000
	Failure to notify next of kin when resident tested positive for Covid or suffered Covid related death	DOH	Feb 2021	NH-21-028	Yes	$16,000
	Minor reg violations	CMS	Nov 2021	2021-02-LTC-051	Yes	$5,000
	Late reporting of Covid data	DOH	Nov 2021		Yes	$650
	Late reporting of Covid data	CMS	Feb 2022	2022-02-COV-266	Yes	$650
	Civil monetary penalty for failure to comply with standard re Free of Accident Hazards/Supervision/Devices	CMS	Jan 2023	2023-02-LTC-057	Yes	$7,901
2. Eddy Memorial Geriatric Center	Infection control infraction	DOH	May 2020	NH-20-049	Yes	$4,000
	Infection control – face mask, sterilization, distancing	DOH	August 2020	NH-20-074	Yes	$12,000
3. Eddy Village Green (Cohoes)	Infection control – social distancing; PPE	DOH	Jan 2021	NH-21-010	Yes	$2,000
	Late HERDS report	DOH	Jan. 2020	NH-21-021	Yes	$2,000
	Infection control – face mask; distancing	DOH	April 2021	NH-21-069	Yes	$16,000
	Failure to implement care plan and to ensure resident supervision	DOH	May 2022	NH 22-060	Yes	$10,000
	Civil monetary penalty with 35% reduction	CMS	March 2022		Yes	$7,433
4. Eddy Village Green at Beverwyck	Violation of resident visitation rights	DOH	Sept 2021	NH-21-246	Yes	$2,000

5. Eddy Visiting Nurse Rehab Assoc	Minor deficiencies	DOH			Yes	$3,500
6. Hawthorne Ridge	OSHA Inspection Violation (Covid-related)	NYSDOL	Dec 2021		Yes	$13,653
	late reporting of Covid data	DOH	August 2021		Yes	$650
7. Our Lady of Mercy Life Center	Late reporting of Covid data	CMS	Jan 2022	2022-02-COV-214	Yes	$975
	Mold in physician office building	OSHA	June 2019	1375647.015	Yes	$4736

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

State of: NEW YORK)
) ss:
County of: ALBANY)

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 ad 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: St. Peter's Hospital Foundation

Address: 310 S. Manning Blvd.

Albany, NY 12208

City, State, Zip

Signature of Owner Lisa R Smith

Printed Name of Signatory Lisa R. Smith, GPC

Title Director of Grants

Sworn before me this 28 day of MARCH, 2024

Notary Public

CHERYL A. RANKEY
Printed Name

Cheryl A Rankey
Signature

MARCH 28, 2024
Date

CHERYL A. RANKEY
Notary Public - State of New York
01RA6040841
Qualified in ALBANY County
My Comm. Expires MAY 01, 20 24

Attachment D

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

Executive Director
Title

3/28/24.
Date

St. Peter's Hospital Foundation
Company Name

Attachment E

Thomas J. LaPorta

29 McDonald Ln.
Rensselaer, New York 12144
Phone: (518) 729-5099
E-mail: tomlaporta1@gmail.com

Objective:

Seeking to obtain a position in a facility where I can utilize my leadership skills and experience.

Education:

Bachelor of Science in Biochemistry
The College of St. Rose, Albany, NY — May 2004
GPA: 3.28

Honors:

The Dean's List, The College of St. Rose — Fall 2003/Spring 2004
Science Leadership Award — May 2004

Work Experience:

Laboratory Director
St. Peters Health Partners, Albany, NY — November 2023 - Present
Interim Director of Laboratory Services

Manager
St. Peters Health Partners, Albany, NY — March 2017 - Present
Microbiology Line Manager

Licensed Clinical Laboratory Technologist
Albany Medical Center, Albany, NY — July 2002 – February 2017
Microbiology Laboratory

Monitor patient specimen and test requests in order to ensure accurate microbiological processing

- Ensure appropriate specimen received for test required
- Practice appropriate specimen collection/handling/storage methods
- Verify specimens meet minimum laboratory labeling requirements

Communicate with a variety of medical professionals and co-workers routinely to facilitate overall patient care

- Address inquiries
- Solve discrepancies
- Report test results

Perform the necessary testing procedures for disease diagnosis and determination of appropriate antibiotic treatment within a timely manner

- Direct microscopic examination of specimens
- Appropriate solid/liquid growth media utilization
- Proper incubation conditions
- Rapid identification and susceptibilities of pathogenic organisms

Operate and maintain computer and diagnostic instruments

- Sunquest 7.1
- Soarian Clinical
- BacT/Alert 3D
- Vitek II Compact
- Sensititre (super user)
- MALDI-TOF (super user)
- BD Affirm
- Film Array (BioFire Diagnostic)

Thomas J. LaPorta

29 McDonald Ln.
Rensselaer, New York 12144
Phone: (518) 729-5099
E-mail: tomlaporta1@gmail.com

Practice basic laboratory safety

- Proper methods for sterilizing/disinfecting
- Chemical safety
- Fire safety
- Proper handling/disposal of hazardous materials including use of biological safety cabinets and sharps containers
- Proper handling of compressed gases
- Proper usage of personal protective equipment

Demonstrate leadership

- Training new staff, students, residents
- Experience adjusting work schedule to account for shortages in personnel
- Experience writing and reviewing standard operating procedures (SOP's)
- Experience working alone and in a group setting
- Maintain annual competencies on personnel

Exhibit extensive diagnostic knowledge

- Routine
  - Urine, stool, wounds, sputum, throat, anaerobic, genital, bloods
- Specialty
  - Ova and parasites, Malaria, Babesia
  - Surveillance cultures (MRSA, VRE, KPC, ESBL, other MDR)
  - Legionella cultures
- Virology
  - FA smears
  - Maintain Hep-2, MRC5, and RhMK cell lines for viral production and detection
  - Prepare virus for PCR quality control
- Quality Control Experience
  - Maintain blood machine
  - Perform daily and weekly reagent quality control

Laboratory Assistant

The College of St. Rose Science Department, Albany, NY August 2000 – May 2002
Organic Chemistry Laboratory

Participated in water quality assessment study of Cayadutta Creek

- Recorded and analyzed data on collected water samples in order to assess the quality of water above and below a wastewater treatment facility
- Correlated information from a variety of sources to create appropriate data tables, which were integrated into a yearly report
- Compile information on discharge violations detected by the wastewater treatment facility

Organized and prepared scientific equipment and chemicals necessary for instruction in undergraduate chemistry laboratories

Melissa Kovatchitch
57 Pike Creek Drive
Cohoes, NY 12047

518-331-8176
Melissa.Kovatchitch@sphp.com

Professional Experience

Anatomic Pathology Manager **10/2022- present**

St. Peter's Health Partners

- Accountable for personnel staffing, training, scheduling, accuracy and timeliness of procedure performance, budgeting, materials management and evaluation of results within the Pathology Department.
- Oversee day to day technical processes for Histology and Cytology Departments.
- Create and update department SOPs as necessary.
- Departmental QA and KPI metrics necessary for regulatory agencies and ancillary departments.
- Member of the Anatomic Pathology expert panel for Trinity Health.
- Participate in Lab inspections for NYS DOH and JCA.
- Communicate changes and updates with staff.
- Maintain records and process requests for Medical Legal cases and patient research.

Cytologist **09/2008-10/2022**

St. Peter's Health Partners

Albany Memorial Hospital/ St. Mary's Hospital/ Samaritan Hospital/ St. Peter's Hospital

- Screen and prepare GYN and Non-GYN/ FNA specimens.
- Rapid on-site evaluation (ROSE) with assist during procedures in Interventional Radiology, during transbronchial needle aspiration (EBUS-TBNA), and endoscopic ultrasound fine needle aspirations (EUS).
- Credentialed Trainer for the Epic Beaker module. Responsible for training all current and new staff on using Epic applications relevant to job role. Provide support during and post go-live for troubleshooting problems and creating new workflows involving LIS.
- Participate in Epic workflow groups (RDG, CLG Expert Panel, Readiness)
- Trained for some Histology coverage, including grossing of small specimens, cutting and staining frozen sections, preparing bone marrow aspirations and IHC QC.
- Create and maintain personal screening logs. Track and provide monthly and yearly department statistics per NYS DOH / CAP / JCHAO requirements. Review and revise department SOPs.
- QC screening of target and 10% cytology slides.

Adjunct Professor **09/2009- 09/2011**

Albany College of Pharmacy and Health Sciences, Albany, NY

- Hold multi-head microscope sign-out sessions with cytology students.
- Grade student's technique and skills.
- Grade clinical rotation assignments and screening logs.

Clerical Radiology Team Leader **06/2001 – 06/2009**

Albany Memorial Hospital, Albany, NY

- Maintain and update databases relating to the radiology department.
- Monitor exam flow, identify and correct problems arising in the department.
- Created and maintain reference materials and policies for staff members and physicians.
- Responsible for creating and maintaining Medical legal files and fulfilling legal requests.
- Assist cancer registrar to prepare cases for Tumor Board and create Rad files in PACS for radiologists.

Melissa Kovatchitch
57 Pike Creek Drive
Cohoes, NY 12047

518-331-8176
Melissa.Kovatchitch@sphp.com

- Meditech ITS Core Team Leader
  - Build software dictionaries to best suit departmental goals, test software and provide end-user training to other staff members.
- Cover unstaffed modalities after additional training.
  - Nuclear Medicine stress test technician (Persantine & Cardiolyte stress testing), Medical Transcription, and PACS Administration.

Education

Albany College of Pharmacy and Health Sciences

Cytotechnology, certificate program; 2007-2008

Internships:

- Student Cytotechnologist, *Albany Memorial Hospital, Albany, NY*, 2008
- Student Cytotechnologist, *St. Mary's Hospital, Troy, NY*, 2008

Russell Sage College

Biology, BA; Psychology, minor; 09/2001- 05/2005

Internships:

- Student Researcher, *Wadsworth Laboratory, NYS DOH, Immunology Labs* 09/2004- 05/2005
  - Project Name: Pathogenesis of neuropsychiatric systemic lupus erythematosus in the NZM88 Murine Model. (Data used for Senior Research Symposium at RSC)
    - Duties: Work with lab animals/ specimens, ELISA plating and data analysis.

Additional Training / Certification

NYS Cytotechnologist License 2008-present

CT (ASCP)^{CM} Certification 2008-present

- *St. Peter's Hospital*
  - Trinity Health StandOut Ignite Program, 2023
  - Pathology IHC / Special Stain QC, 2022
  - Dragon Dictation System Training, 2021
  - Trinity Health Credentialed Trainer, Beaker AP, 2020
- *Samaritan Hospital*
  - Histology Specimen Grossing, 2018
  - Histology Frozen Section Cutting/ Staining, 2018
- *Albany College of Pharmacy and Health Sciences*
  - ThinPrep Certification, 2008
  - SurePath Certification, 2008
- *Albany Memorial Hospital*
  - Radiology PACS/Synapse Administration Training, 2005
  - Meditech ITS Training (Boston, MA), 2005
  - PVR Technician Training, 2004
  - Nuclear Medicine Stress Test Technician Training, 2004
  - Powerscribe Administrator Training, 2003

Jose Halder

23 Tourtise Dr. Mechanicville, NY 12118 | 347-665-5380 | josehalder1@gmail.com

HEALTHCARE LEADER

Goal-oriented and client-focused healthcare management leader looking to grow and develop within a management role. Over 7 years of experience leading IT, laboratory and supply chain management within the healthcare setting. Focused on building effective teams through the use of collaboration, innovation, creativity, and belonging.

EXPERIENCE

St. Peter's Health Partners, Albany, NY — April 2018 — Present

Manager, Central Receiving and Patient Service Center

- Lead a 140-person team, including phlebotomists, that work within the laboratory as well as complete lab draws offsite to provide services that result in customer satisfaction, quality outcomes, and increased employee productivity
- Oversee laboratory services for the health system, including 178 primary care physician offices, 16 draw sites, and 23 point-of-care collection vehicles
- Supervise, hire, and provide mentoring to laboratory team members for improved laboratory quality of services
- Evaluate and identify opportunities for improvement within the end-to-end supply chain, cost of products, and productivity in the distribution of supplies
- Initiate process redesign for service improvements and cost reduction in logistics, distribution, and inventory management
- Manage and held accountable for $5.3M budget for St. Peter's Health System Laboratory Services
- Focus on improving the financial impact of laboratory services on the health system while simultaneously improving customer service and providing exceptionally reliable laboratory testing results for physician decision-making
- Foster effective relationships with existing and potential suppliers to ensure suppliers comply with established cost, quality, and delivery expectations
- Develop sustainable targets and evaluate performance metrics to find opportunities for cost reduction through efficiencies and elimination of redundant processes

CynergisTek, Albany, NY — February 2014 — February 2018

Customer Service Manager – Trinity Health

- Built and maintained relationships with C-Suite executives, providers, and key stakeholders relative to supply chain process improvement, workflow redesign, and opportunities for cost reduction
- Reduced overall costs by 30% through elimination of device fleet by 15%, despite expansion and growth of company
- Conducted needs assessments to determine right-sizing opportunities as well as areas for improved efficiencies
- Analyzed billing to ensure accuracy and coordinated asset refresh plan and deployment

Staples Advantage, Albany, NY — May 2009 — June 2014

Business to Business Sales Consultant

- Responsible for increasing sales of office products and services in the healthcare, education, and government industries by positively promoting the brand image
- Established and expanded relationships with new and existing clients, leading to a 110% increase in new business sales in 2012 and a 142% increase in 2013
- Increased total order revenue with existing clients by at least 5% each quarter of employment
- Ranked 17th in the company for Q4 of 2013 and 8th in Staples National Ranking in Q1 of 2014

Gallery Church of Manhattan, New York, NY — January 2006 — January 2009

Logistics Coordinator

- Provided leadership to the local Church associations with 50-3,000 members
- Supervised a team of 50 individuals daily to manage transportation and stage setup
- Monitored financial transactions and decreased office expenditures by 15% through the implementation of ordering procedures and inventory controls

EDUCATION

Madras Christian College, Chennai, India

Bachelor of Arts

Charles J. Pastor

46 Grandview Lane, Warrensburg, NY, 12208

518-623-2629

1967 Graduated Siena College, BS Biology

1967-1971 Served in the USAF Medical Technologist

1971–1996 Glens Falls Hospital, Glens Falls NY

Rotating Technologist, Chemistry Supervisor, Assistant Administrative Director, Administrative Director, Operation Manager LIS.

1996-2002 Upper Connecticut Valley Hospital, Colebrook New Hampshire

Laboratory Manager

2002-2007 Central Vermont Hospital, Barre, VT

Rotating Medical Technologist

2003-2007 Gifford Medical Center, Randolph VT

Part-Time Rotation Medical Technologist

2007-2017 Moses-Ludington Hospital, Ticonderoga, NY

Laboratory Manager

2017-Current St. Peter's Health Partners, Albany, NY

Chemistry Line Manager for St. Peter's Hospital, Albany Memorial Hospital, Samaritan Hospital, Troy NY, St. Mary's Hospital, Troy NY, and Sunnyview Rehabilitation Hospital, Schenectady, NY

Related Employment:

Adirondack Community College, Chemistry Laboratory Instructor

Insurance Company at Home Blood Collection, Physicals, Chain of Custody Urine drug Screen collection and EKGs

ASCP Certification

New York State Licensed Clinical Laboratory Technologist #011479

Albany County Request for Contract Approval

Contract #	2024-1916
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	None
Department	A2960 - Service for Physically Handicapped Children
Date Submitted	Tuesday, April 30, 2024
Contact Person	McNelis, Scott
Contact Phone	() -518
Vendor Info	See Attached N/A, N/A, N/A N/A
Estimated Amount	$89,500.00
Estimated Term	7/1/2024 to 6/30/2025 (Approximately 11 months)
Scope of Services	Mandated Related Services to meet the physical and educational needs of children ages 3 to 5 with disabilities. The Individualized Education Programs (IEP's) of many special education children prescribe instruction by Special Education Itinerant Teachers, as well as Related Services, such as Speech Pathology, Physical or Occupational therapies, to help the children attain their educational goals.
Budget Line Item	AA2960 - 2 - 44252
Fiscal Impact	County: 40.50% State: 59.50% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DIVISION FOR CHILDREN WITH SPECIAL NEEDS
112 STATE STREET - SUITE 300
ALBANY, NEW YORK 12207
(518) 447-4820 - FAX (518) 447-5686

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

TO: Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman of the Legislature
Hon. Bruce Hidley, County Clerk

FROM: Scott McNelis
Contract Administrator

RE: Contract Requests – Related Services Providers

DATE: May 3, 2024

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contracts for Mandated Related Services to meet the physical and educational needs of children ages 3 to 5 with disabilities. The Individualized Education Programs (IEP's) of many special education children prescribe instruction by Special Education Itinerant Teachers, as well as Related Services, such as Speech Pathology, Physical or Occupational therapies, to help the children attain their educational goals.

Municipalities contract with private service providers. Rates are set by the State. The requested contract term is for July 1, 2024 – June 30, 2025.

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

Enclosure

Related Service	Providers	CAB Requests	07/01/2024-	6/30/2025
PROVIDER	ADDRESS	DISCIPLINE	PAYMENTS 01/01/23 - 12/31/23	CONTRACT REQUEST 7/01/24 - 6/30/25
Cathryn Abbey	12 Darnley Greene Delmar NY 12054	Speech Language Pathology	$45,160.00	$47,418.00
Access Therapy Group	515 Moe Road Clifton Park 12065	OT, PT, Psych, Speech	$47,470.00	$49,843.50
Advanced Therapy PLLC	1 Rapp Road Albany NY 12203	OT, PT, Psych, Speech	$23,677.00	$24,860.85
Blooming Tree LLC	33 Maxwell Street Albany NY 12208	Occupational Therapy	$49,896.00	$52,390.80
Marisa Bryant	53 Middlesex Drive Slingerlands NY 12159	Speech Language Pathology	$29,452.00	$30,924.60
Camille Bushell	631 Salvia Lane Schenectady NY 12303	Speech Language Pathology	$56,595.00	$59,424.75
Capital District Beginnings	597 Third Ave Troy NY 12182	OT, PT, Psych, Speech	$40,483.00	$42,507.15
Circle of Friends	14379 Route 9W Ravena NY 12143	OT, PT, Psychology, Speech	$85,239.00	$89,500.95
Barbara Collins	208 Delaware Avenue Delmar NY 12054	Occupational Therapy	$26,276.00	$27,589.80
Betty Gebauer	5005 Colonial Drive Schenectady NY 12303	Speech Language Pathology	$25,352.00	$26,619.60
Heidi Gray	28 Hancock Drive Glenmont NY 12077	Occupational Therapy	$30,954.00	$32,501.70
Kristine Griffin	17 Outlook Drive South Mechanicville NY 12118	Speech Language Pathology	$33,148.00	$34,805.40
Kimberly Hayes	480 Baker Avenue Cohoes NY 12047	Speech Language Pathology	$20,617.00	$21,647.85
Roberta Katz-Carmody	15 Williams Park Road Loudonville NY 12211	Occupational Therapy	$23,389.00	$24,558.45
Catherine Kunz	749 Sixth Avenue Troy NY 12182	Speech Language Pathology	$25,699.00	$26,983.95
Amy Leonard	26 Normanside Drive Albany NY 12208	Occupational Therapy	$20,443.00	$21,465.15
Kathleen Megahey dba Reaching New Heights	53 Brookhaven Lane Glenmont NY 12077	Speech Language Pathology	$36,844.00	$38,686.20
Randi Meier	1138 Delaware Tpke Delmar NY 12054	Speech Language Pathology	$27,489.00	$28,863.45
Julie Murphy	29 Little Drive Ballston Spa NY 12020	Speech Language Pathology	$62,716.00	$65,851.80
Amie Murray-Thomson	504 Legion Drive Schenectady NY 12303	Speech Language Pathology	$39,905.00	$41,900.25
Michelle Nash dba Dragonfly and Owl LLC	3 Dale Street Latham NY 12110	Occupational Therapy	$24,890.00	$26,134.50
Thomas Nicolla / Kids Care	711 Troy-Schenectady Rd Latham NY 12110	Physical Therapy	$25,237.00	$26,498.85
Anna Patka	2 Glenwood Street Albany NY 12203	Speech Language Pathology	$49,723.00	$52,209.15
Project for Learning	185 County Route 359 Rensselaerville NY 12147	Speech Language Pathology	$23,446.00	$24,618.30
Sarah Rosa	109 Pheasant Walk Schenectady NY 12303	Speech Language Pathology	$68,087.00	$71,491.35
Christine Roylance	11 Sandalwood Drive Loudonville NY 12211	Occupational Therapy	$36,844.00	$38,686.20
Lori Hart-Ryan	108 Seneca Street Troy NY 12180	Physical Therapy	$30,203.00	$31,713.15
St. Anne Institute	160 North Main Avenue Albany NY 12206	OT, PT, Psych, Speech	$19,161.00	$20,119.05
Denise Senick - Pirri	14 Ridgefield Way Watervliet NY 12189	Speech Language Pathology	$71,379.00	$74,947.95
Carolyn Turner	232 Walnut Ln Slingerlands NY 12159	Speech Language Pathology	$82,813.00	$86,953.65
A Child's Place @ Unity House	435 Fourth Street Troy NY 12180	OT, PT, Psych, Speech	$24,809.00	$26,049.45
			$1,207,396.00	$1,267,765.80

Albany County Request for Contract Approval

Contract #	2024-1917
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	None
Department	A2960 - Service for Physically Handicapped Children
Date Submitted	Tuesday, April 30, 2024
Contact Person	McNelis, Scott
Contact Phone	() -518
Vendor Info	See Attached N/A, N/A, N/A N/A
Estimated Amount	$31,500.00
Estimated Term	7/1/2024 to 6/30/2025 (Approximately 11 months)
Scope of Services	Center Based Preschool Providers. The NYS Education Law (4410) requires Municipalities to provide an approved preschool special education program for children ages 3 to 5 who have been determined by the Board of Educ. to having a disabling condition. Albany County contracts with service providers who have been approved by the BOE as having an appropriate structured program capable of offering preschool education services to children with disabilities. Contract dollar amounts vary for each provider.
Budget Line Item	AA2960 - 2 - 44252
Fiscal Impact	County: 40.50% State: 59.50% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DIVISION FOR CHILDREN WITH SPECIAL NEEDS
112 STATE STREET - SUITE 300
ALBANY, NEW YORK 12207
(518) 447-4820 - FAX (518) 447-5686

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

TO: Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman of the Legislature
Hon. Bruce Hidley, County Clerk

FROM: Scott McNelis
Contract Administrator

RE: Contract Requests - Center Based Pre-School Providers

DATE: May 3, 2024

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contracts for Center Based Pre-School Providers to provide an approved preschool special education program for children age 3 to 5 who have been determined by the Board of Education to have a disabling condition. Albany County contracts with service providers who have been approved by the Board of Education as having an appropriate, structured program capable of offering preschool education to children with disabilities.

Municipalities contract with private service providers. Rates are set by the State. The requested contract term is for July 1, 2024 – June 30, 2025.

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

SEIT / Center Based CAB Requests 07/01/2024- 6/30/2025				
PROVIDER	ADDRESS	SPECIAL CLASSES/ DISCIPLINE	PAYMENTS 01/01/23 - 12/31/23	CONTRACT REQUEST 7/01/24 - 6/30/25
Access Therapy Group	515 Moe Road Clifton Park 12065	EVALUATIONS	$19,179.00	$20,137.95
Helping Hands Preschool	4 Fairchild Square Clifton Park, NY 12065	FULL DAY INTEGRATED / SEIT	$29,938.00	$31,434.90
			$49,117.00	$51,572.85

Albany County Request for Contract Approval

Contract #	2024-1893
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A1680 - Information Services
Date Submitted	Monday, April 22, 2024
Contact Person	Gross, Sue
Contact Phone	() -1518
Vendor Info	Brite 7647 Main Street Fishers, Victor, NY 14564
Estimated Amount	$20,398.60
Estimated Term	6/25/2024 to 6/25/2025 (Approximately 12 months)
Scope of Services	HW/SW Maintenance Renewal- GSA Schedule ActiveCare Advance 1 Year From 6/25/2024-6/24/2025 for the following parts: Forescout 5140 HW appliance, Forescout eyeSight and Forescout eyeControl for 100 endpoints.
Budget Line Item	AA1680 - 2 - 44021
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

PATRICK ALDERSON
DEPUTY COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
ALBANY, NEW YORK 12207
PHONE: (518) 447-7277 FAX: (518) 447-3000
www.albanycounty.com

CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

April 30, 2024

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
Harold L. Joyce Albany County Office Building
112 State Street, Room 710
Albany, NY 12207

Hon. Bruce A. Hidley, Albany County Clerk
Albany County Courthouse
16 Eagle Street, Room 128
Albany, NY 12207

Hon Daniel P. McCoy, Albany County Executive
Harold L. Joyce Albany County Office Building
112 State Street, Room 1200
Albany, NY 12207

Dear Contract Administration Board Members,

The Division of Information Services is requesting authorization to purchase ActiveCare Advanced 1 year support for Forescout 5140 HW Appliance - SN: D20D800PA03601CM and ActiveCare Advanced 1 year support for Forescout eyesight and eyeControl for 100 endpoints. The Forescout CounterACT security appliance monitors and identifies network traffic and provides information about the network hardware, installed software, services and patch state. The coverage period is 6/25/24 – 6/24/25. This contract amount is not to exceed $20,398.60.

This vendor is on GSA Contract GS-35F-0119Y.

Thank you!

Sincerely,

David S. Berkun/spg

David S. Berkun
Deputy Chief Information Officer

Attachments

Brite

We have prepared a quote for you

Forescout Renewal 2024

Quote # 007630
Version 1

Prepared for:

Albany County Division of Information Technology

. .
infoservices@albanycounty.com

Brite

Forescout Renewal

Description		Price	Qty	Ext. Price
GSA Schedule No: GS-35F-0119Y				
FS-AC-A-HW-5140-1	**ActiveCare Advanced 1 Year - Forescout 5140 HW appliance*From 6/25/2024-6/24/2025 for SN: D20D800PA03601CM (EOL 6/25/2025)** List $3,449.00 GSA: $3,405.56	$3,405.00	1	$3,405.00
FS-AC-A-SIGHTCONTROL-100-1	**ActiveCare Advanced 1 year - Forescout eyeSight and eyeControl for 100 endpoints*From 6/25/2024 - 6/24/2025** LIST: $460.00 GSA: $454.21	$395.20	3	$1,185.60
FS-AC-A-SIGHTCONTROL-100-1	**ActiveCare Advanced 1 year - Forescout eyeSight and eyeControl for 100 endpoints*From 6/25/2024- 6/24/2025** LIST: $460.00 GSA: $454.21	$395.20	40	$15,808.00
			Subtotal:	$20,398.60

[redacted]

Description		Price	Qty	Ext. Price
[redacted]				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
			[redacted]	[redacted]

Brite

Forescout Renewal 2024

Prepared by:

Brite

Randie Olson
585-869-6023
Fax 585-758-0222
rolson@brite.com

Prepared for:

Albany County Division of Information Technology

112 State Street
Room 500
Albany, NY 12207
. .
(518) 447-7142
infoservices@albanycounty.com

Quote Information:

Quote #: 007630

Version: 1
Delivery Date: 03/28/2024
Expiration Date: 06/21/2024

Quote Summary

Description	Amount
Forescout Renewal	$20,398.60
Total:	$20,398.60

- Agreed upon payment terms: NET 30
- Any changes to the orders after acceptance may result in additional fees.
- Any returns must be accompanied by a return authorization and will be subject to restocking fees.
- Any returns must be approved with 30 days of shipping dates
- All services will be invoiced upfront and efforts debited against the units described above.
- All Professional Services credits are valid for a period of 1 year from time of purchase and shall be planned in advance with a minimum of four (4) week notice period
- All hardware and accessories will be invoiced when shipped.
- All software will be invoiced upon delivery of license.
- All subscriptions will be invoiced when activated.
- Terms and conditions listed within a Master Services Agreement or Statement of Work supersede any listed here.
- Travel costs will be billed separately unless otherwise stated.
- All support is considered manufacturers depot warranty support unless otherwise stated.
- All taxes on this quote are estimated. Appropriate taxes will be calculated and included at the time of Invoice.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Brite

Albany County Division of Information Technology

Signature: _____

Name: _____

Date: _____

Albany County Request for Contract Approval

Contract #	2024-1777
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	RFP
Department	A1420 - Law
Date Submitted	Tuesday, March 19, 2024
Contact Person	Condon, Eugenia
Contact Phone	+1 5184477114
Vendor Info	Arthur J Gallgher Risk Managment Services 30 Century Hill Drive Suite 200, Latham , ny 12110
Estimated Amount	$99,999.00
Estimated Term	6/1/2024 to 6/1/2025
Scope of Services	Acts as broker of record for county insurance coverages. Fees are paid by insurance carriers and are estimated based upon premiums. No fees are paid directly by the county.
Budget Line Item	CS1931 - 44902 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE COUNTY ATTORNEY
COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 600
ALBANY, NEW YORK 12207-2021
(518) 447-7110 - FAX (518) 447-5564
WWW.ALBANYCOUNTY.COM

EUGENIA KOUTELIS CONDON
COUNTY ATTORNEY

YORDEN C. HUBAN
DEPUTY COUNTY ATTORNEY

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Joanne Cunningham
Chair, County Legislature

FROM: Eugenia Koutelis Condon EKC
County Attorney

DATE: March 19, 2024

RE: Request for Contract Authorization
RFP for Insurance Broker of Record
RFP #2021-147 (Year three)
Proposed Contractor: Arthur J. Gallagher Risk Management Services, Inc.
Fee: No direct fee to County
Contract Period: One Year

Enclosed is a completed Request for Contract Authorization relative to our request that the Contract's Administration Board award the third year of the broker of record agreement to Arthur J. Gallagher Risk Management Services, Inc., under the above referenced RFP. This is the second renewal under the RFP, with two (2) additional one year options to renew.

This broker of record provides services in connection with the County's procurement of its medical malpractice, liability, casualty and excess worker's compensation insurance program. The broker of record is responsible for representing the County with respect to all aspects of its liability insurance needs. Each year the broker takes the County's insurance needs to market and assists the County in securing the most appropriate insurance package at the optimum cost. The broker

assists with the marketing and placement of the insurance and follows up with the carriers for timely issuance of the policies and ensures that they conform to the County's specifications and needs. In addition, services provided by the broker include, issuing opinion letters, making recommendations on coverage, issuing certificates of insurance, assisting with contractual insurance language, responding on the scene in the event of significant property losses and assisting the County with risk management issues. In addition, they assist in procuring additional coverage on an as needed basis including but not limited to, builder's risk insurance for our projects.

Since the County moved to a broker of record model in 2013, Gallagher has been the County's broker of record. During that time, they have assisted the County by significantly expanding our coverage base while promoting cost savings where appropriate. Three years ago, we moved the Excess Worker's Compensation package to a new carrier with a savings in premium. They assisted the County with a re-valuing of the Courthouses and other County owned properties so that they were insured at up to date values, and are again undergoing a full valuation of properties this year. Some of these properties had not been appraised since the 1980's. We secured pollution coverage for the Water Purification District in the event of a spill. This coverage had never been in place prior to 2013. Similarly, they were able to negotiate Flood Zone coverage for the Health Department and Water Purification District through our property carrier. We changed malpractice carriers and moved our entire market without a change in deductible after our long term carrier left the nursing home market. Finally, Gallagher implemented an aggressive annual marketing of certain targeted policies where premium increases were occurring particularly during the last several years as a result of a hardening of the market as a result of a large municipal insurance carrier exiting the marketplace.

This year on renewal, the marketplace remains hard. In addition, we have paid several large claims over the last few years which will impact our loss runs. The broker will be aggressively marketing the liability package and property.

I will be presenting this request to the Board and will be available to answer any questions. Thank you for your consideration of this matter.

EKC:e
Enclosure

Albany County Request for Contract Approval

Contract #	2024-1909
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1420 - Law
Date Submitted	Monday, April 29, 2024
Contact Person	Condon, Eugenia
Contact Phone	+1 5184477114
Vendor Info	The Zougling Group PLLC 300 State STreet Suite 502 , Rochester, NY 14614
Estimated Amount	$99,999.00
Estimated Term	4/29/2024 to 4/29/2025
Scope of Services	Legal services for outside counsel to provide legal services to the County on an as needed basis in the areas of personal/bodily injury, property damage, civil rights, employment practices, environmental law claims, personnel and similar areas of law.
Budget Line Item	CS1931 - 44902 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE

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EUGENIA KOUTELIS CONDON
COUNTY ATTORNEY

YORDEN C. HUBAN
DEPUTY COUNTY ATTORNEY

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Joanne Cunningham
Chair, County Legislature

FROM: Eugenia Koutelis Condon
County Attorney

DATE: April 29, 2024

RE: Request for Contract Authorization
RFP for Legal Services
RFP #2024-020
Contract Period: One Year with options to renew
for four additional one year periods

Enclosed is a completed Request for Contract Authorization for award of legal services for outside counsel to provide legal services to the County on an as needed basis in the areas of personal/bodily injury, property damage, civil rights, employment practices, environmental law claims, land use personnel and similar areas of law.

Reference is made to Contract Authorizations No. 2024-1837 – 1845 awarded at the April Contract Administration Board meeting. A copy of the memo requesting those contracts is attached for reference. At the time of submission of those contracts, one of the proposers was inadvertently left off of the list. At this time, I am requesting an agreement as follows:

The Zoughlin Group, PLLC
300 State Street, Suite 502
Rochester, NY 14614

Senior Partner:	$352.75/hour
Partner:	$332.00/hour
Associate:	$207.50/hour
Law Clerks	$124.50/hour
Paralegals	$124.50/hour

Disbursements will be charged as incurred.

I will be presenting this request to the Board and will be available to answer any questions. Thank you for your consideration of this matter.

EKC:e

The Zoghlin Group PLLC
Attorneys at Law
300 State Street, Suite 502
Rochester, New York 14614
Tel: 585-434-0790
Fax: 585-563-7432
http://www.ZogLaw.com

VIA UPLOAD AND SUBMISSION TO EmpireStateBidSystem.com

February 26, 2024

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

RE: THE ZOGHLIN GROUP, PLLC'S RESPONSE TO RFP 2024-20 FOR THE PROVISION OF ENVIRONMENTAL LAW LITIGATION DEFENSE SERVICES

Dear Ms. O'Neill:

Attached please find The Zoghlin Group's response to Albany County's request for proposals for legal services.

Sincerely,

Mindy L. Zoghlin, Esq.
Sr. Partner
Mindy@ZogLaw.com
Tel: 585-434-0790
Fax: 585-563-7432

RATED BY
Super Lawyers
Mindy L. Zoghlin
SuperLawyers.com

NEW YORK STATE OF OPPORTUNITY
Certified Women-Owned Business Enterprise

SECTION I: TITLE PAGE AND TABLE OF CONTENTS

The Zoghlin Group, PLLC's Response to the Albany County Department of Law's Request for Proposals for Legal Services

RFP# 2024-020

Mindy L. Zoghlin, Esq.
300 State Street, Suite #502
Rochester, NY 14614
(585) 434-0790

SECTION II: QUALIFICATIONS/EXPERIENCE

1. History and Description of The Zoghlin Group, PLLC

The Zoghlin Group PLLC is a single member LLC. Mindy Zoghlin, Esq. is its sole member. The firm was granted a Women-Owned Business Enterprise certification by the Empire State Development's Division of Minority and Women's Business Development.

Mindy's passion for state and local government law began in law school, where she was the recipient of one of SUNY Buffalo's first Baldy Fellowships in Law and Social Policy, and she was awarded a Certificate of Specialization in State and Local Government Law. Immediately after graduating from law school, Mindy worked for the Commonwealth of Pennsylvania's Department of Environmental Resources. She then moved to Rochester, NY to work for a medium-sized law firm, before starting her first general practice law firm, Bansbach Zoghlin P.C.

At Bansbach Zoghlin P.C., Mindy developed a successful practice in municipal, land use, environmental, and zoning law. She represented citizen groups and municipalities in a wide range of litigation arising under state and local zoning laws, the New York State Constitution, New York's State Environmental Quality Review Act (SEQRA), New York's Oil Spill law, the federal Resource Conservation and Recovery Act, and common law. This experience included litigating the validity of municipal approvals and SEQRA compliance, cost-recovery actions to obtain reimbursement for damages associated with contaminated properties, litigating the Constitutionality of the Oswego County Flow Control Law (which dealt with where municipal waste could be disposed of), and other claims. Beginning in the 1990s, Mindy became a frequent lecturer on topics related to environmental, zoning, land use, and municipal law.

In 2016, Mindy decided to form The Zoghlin Group, PLLC. Mindy's goal was to establish a legal team that solely focused on the areas of law where they most enjoyed working and found they were best able to contribute. These areas of law include land-use, zoning, municipal, environmental, and governance. The Zoghlin Group has grown to be a statewide practice. The Zoghlin Group is located in the former Button Factory in Rochester's historic High Falls District. The Zoghlin Group is a boutique law firm that prides itself on providing exceptional service to local governments and citizens in a wide array of land use, zoning, municipal, environmental, and governance matters. Mindy has expanded her representation of local governments to help municipal bodies conduct governmental affairs in New York State.

2. Employee Qualifications and Resumes

The Zoghlin Group employs Mindy Zoghlin, Esq. (Senior Partner), Jacob Zoghlin, Esq. (Partner), Ryan Ockenden, Esq. (Associate Attorney), and Julie Wallace (Operations Manager/Legal Assistant).

2.1. Mindy Zoghlin, Esq., Senior Partner at The Zoghlin Group, PLLC is authorized to bind the Firm and will serve as contact person to coordinate services. Her contact information is: 300 State Street, Suite 502, Rochester, NY 14614. Telephone: (585) 434-0790.

2.2. All attorneys are admitted to practice in New York. Mindy and Jacob are admitted to practice in the Northern District of New York. Ryan will be applying for admission to practice in all U.S. District Courts for New York, and will not appear in District Court until he is admitted to practice there.

2.3. Please see Section IV for information on the firm's proposed methods to represent the County despite being located in Rochester, NY, and the firm's proposed plan to address legal representation outside of New York State.

Resumes of professional staff who will be involved in procuring legal services may be found below:

MINDY L. ZOGHLIN, ESQ.

Mindy@zoglaw.com

Mindy founded The Zoghlin Group, PLLC in 2016. She previously practiced with Rochester law firms and the Pennsylvania Department of Environmental Resources.

Mindy represents municipalities, individuals, small businesses, developers, and citizens' groups in a wide range of environmental and land use matters including Article 78 proceedings, zoning and regulatory permitting proceedings, toxic tort, and property damage cases. Mindy's practice includes litigating in state and federal courts and counseling clients on ways to minimize and/or avoid litigation risks.

Mindy is an avid yogi, holds a fifth-degree black belt in Isshin-Ryu karate and is an amateur home wine maker.

ADMISSIONS

- United States Supreme Court
- United States Court of Appeals for the Second Circuit
- United States District Court for the Western District of New York
- United States District Court for the Northern District of New York
- United States District Court for the Eastern District of New York
- New York State
- Pennsylvania

PROFESSIONAL ASSOCIATIONS

- Executive Committee Member, New York State Bar Association State and Local Government Law Section.
- Executive Committee Member, New York State Bar Association Environmental and Energy Law Section.
- Former co-Chair of the Monroe County Bar Association Environmental Law Committee.
- Member of the Greater Rochester Association of Women Attorneys, Monroe County, New York State and American Bar Associations.
- Served on the Board of Trustees of the Monroe County Bar Association, was past President and Board Member of the Greece Chamber of Commerce.

SELECT RELEVANT CASES

- *Bruckel v. Town of Conesus, et al* (Sup. Ct. Monroe Cnty, Index No. 2016-7575) and *Carl Myers Enterprises, Inc. v. Town of Conesus Zoning Board of Appeals* (Sup. Ct. Livingston Cnty, 2022) (Successfully defended the Zoning Board of Appeals against multiple challenges to its issuance of a special use permit).
- *Pittsford Canalside Properties v. Village of Pittsford, et al* (Sup. Ct. Monroe Cnty, Index No. I2015-011620) (Successfully defended the ZBA's determination that a Project was not compatible with the historic character of the Village).
- *JWJ Industries, Inc. v. Oswego Cnty,* 795 F.Supp.2d 211 (NDNY 2011) (We successfully represented a solid waste facility who challenged a County Flow Control Law as unconstitutionally vague. The federal court struck down the law and awarded our client attorneys' fees against the County).
- *Town of Ellery v. NYS DEC*, 40 N.Y.S.3d 877 (Sup. Ct. Chautauqua Cnty, 2016) (Represented the Town regarding its opposition to the expansion of the Chautauqua County landfill. This included the permitting and SEQRA public comment period and prosecuting an Article 78 proceeding against the DEC and County challenging the issuance of permits to expand the Ellery Landfill.

SELECT RELEVANT SEMINARS

- 2020 Association of Towns Annual Meeting. Topics: Article 10: Environmental Review; PILOTS and Host Community Benefit Agreements; and Article 10 Power Plan Siting: Considerations When Drafting Wind and Solar Zoning Laws. (We help municipalities legally adopt new laws in developing legal areas).
- 2018 NYSBA State & Local Government Section Annual Meeting. Topic: "Municipal Sign Ordinances After *Reed v. Town of Gilbert*." (We help municipalities craft new laws that are likely to withstand judicial scrutiny).

- 2017 Advanced Legal Issues Affecting Local Governments and Municipalities Seminar sponsored by NBI. Topic: "Drones: What Local Governments and Municipalities Need to Know Now." (We remain current in developing areas of law and are able to counsel municipalities as to their rights and liabilities when novel legal issues arise).
- 2005 Zoning, Subdivision and Land Development Law Seminar, sponsored by Lorman Educational Services. Topic: "Suing Public Entities"(Our experience suing public entities helps us better understand and defend against challenges to municipal determinations).
- 2002 Basic Administration and Enforcement of Land Use Controls Seminar, sponsored by the New York State Bar Association. Topic: "Statutory Basis of Municipal Land Use Control"(We have over 20 years' experience both litigating SEQRA, and litigating land use and development laws).

JACOB H. ZOGHLIN, ESQ.

Jacob@Zoglaw.com

Jacob is a Partner with The Zoghlin Group where he counsels individuals, businesses, & municipalities, and helps them resolve their issues by advocating, educating, advising, defending, and litigating on their behalf.

In his municipal practice, Jacob provides special counsel services to municipal boards, and advises clients on a wide range of procedural and legal issues. His practice also focuses on ensuring government entities comply with the law.

In his zoning and land use practice, Jacob works on matters involving site plan, incentive zoning, special local approvals/permits, variances, and other real estate development applications. Jacob has prosecuted and argued Article 78 proceedings in New York State trial and appellate courts, advised public and private sector clients on the State Environmental Quality Review Act, and worked with clients on environmental and land use regulations.

Jacob was born and raised in the Rochester, New York area and enjoys soup-making, skiing, being outdoors, and traveling with his wife and son.

ADMISSIONS

- United States Court of Appeals for the Second Circuit
- United States District Court for the Eastern District of New York
- United States District Court for the Northern District of New York
- United States District Court for the Western District of New York
- United States District Court for the Northern District of Ohio
- United States Court of Appeals for the Sixth Circuit
- New York State
- State of Ohio

EDUCATION

- **AMERICAN UNIVERSITY, WASHINGTON COLLEGE OF LAW,** J.D., May 2014
  - Honors: *Cum Laude,* Highest Grade (Elec. Law); Merit Scholarship (1L); Pro-Bono Honors.
  - Activities: Human Rights Litigation Clinic; Journal of Gender, Social Policy, & the Law; Legislation & Policy Brief; Law and Government Society (Vice President); Equal Justice Foundation.
- **HAVERFORD COLLEGE,** B.A. in Philosophy; Political Science Minor (Bryn Mawr), May 2011
  - Honors: Philadelphia Philosophy Consortium Conference Presenter (2011); Miller Fellow (2010-11).

RELEVANT PROFESSIONAL ASSOCIATIONS

- Executive Committee Member, New York State Bar Association Cannabis Law Section.
- Chair of Local Government Committee, New York State Bar Association Cannabis Law Section.
- Member, New York State Bar Association State and Local Government Law Section.
- Member, New York State Bar Association Environmental and Energy Law Section.
- Member, Monroe County Bar Association Environmental Law Committee

RELEVANT LEGAL EXPERIENCE

THE ZOGHLIN GROUP PLLC, Rochester, NY, *Partner* June 2016 – Present

Chair of Zoning and Land Use Law Practice Group (2023-Present)

- Oversee Zoning and Land Use Law practice group.
- Manage Zoning and Land Use Law matters including applications for variances, special use permits, and other local authorizations; administrative proceedings before municipal boards, zoning boards, planning boards, & other administrative boards; and research memoranda and recommendations on specific questions.
- Supervise Zoning and Land Use Law practice group, conduct client intakes, and function as lead attorney on Zoning and Land Use Law cases.
- Cultivate network of professionals to assist clients in Zoning & Land Use Law practice.

- Draft blog posts on Zoning and Land Use Law, manage social media communications regarding Zoning and Land Use Law practice group, and engage with bar associations and professional associations regarding developing areas of Zoning and Land Use Law.
- Prosecuting and defending Zoning and Land Use Law claims.

Partner (2022-Present), Senior Associate Attorney (2019-2022), Associate Attorney (2016-2019)

- Civil litigation; extensive motions practice in environmental, land-use, municipal, zoning, cannabis & energy law.
- Advise individuals, municipalities, businesses, groups, & boards in administrative proceedings & litigation.
- Prosecute & defend Article 78 proceedings, declaratory judgment actions, & hybrid proceedings.
- Manage cases, prepare settlement demands, & attend mediation/dispute resolution meetings.
- Negotiate settlements of litigated cases and prepare settlement documents to resolve disputes.
- Draft pleadings, conduct discovery, conduct/defend depositions, and brief/argue motions and appeals.
- Guide municipalities in conducting environmental reviews and adopting local laws and resolutions.
- Coordinate with environmental consultants and expert witnesses regarding affidavits and testimony.
- Present seminars and Continuing Legal Education programs for attorneys and municipal officials.

BANSBACH ZOGHLIN PC, Rochester, NY, *Staff Attorney* August 2014 – June 2016

- Draft pleadings, petitions, motions, briefs, administrative applications, and administrative appeals.
- Author legal memoranda on federal and state environmental, administrative, and Constitutional law.
- Organize voluminous document reviews, prepare affirmative discovery motions, and oppose same.

RELEVANT SEMINARS

- "Practical Guide to Zoning and Land Use Law in New York: Navigate the Zoning Process With an In-Depth Understanding of Zoning Regulations." Topic: "Roadmap for Navigating the Approval Process." Sponsored by NBI, November 13, 2023, *available at* https://www.nbi-sems.com/97387 .
- "New York Adult Use Marijuana: What Local Municipalities Need To Know" (Panelist), New York State Bar Association (Committee on Cannabis Law), June 2, 2021.
- Ensuring Local Governments Comply With The Law: An Overview of New York's Open Meetings Law, National Business Institute, April 5, 2019, *available at* https://www.nbi-sems.com/95516 .

RELEVANT BLOGS AND OTHER WRITINGS (full list available at Firm Website: HERE)

- November 9, 2023: Understanding Type I Actions Under SEQRA
- September 1, 2023: Airbnb's Challenge to NYC's Short-Term Rental Rules Dismissed.
- September 1, 2023: The Power of State Constitutions: Montana's Environmental Rights Ruling .
- August 8, 2023: New York State's Green Amendment: An Examination of its Scope & Implications.
- May 30, 2023: Understanding Article 78 Proceedings: Why You Need an Experienced Attorney.
- May 30, 2023: Understanding Use Variances in New York State.
- May 30, 2023: Understanding Area Variances in New York State.
- September 28, 2019: Court Annuls Town Condemnation For Failure To Comply With SEQRA.

PROFESSIONAL HONORS

- **2024 Best Lawyers: Ones to Watch in America** Award in (1) Environmental Law & (2) Land Use & Zoning Law (issued August 2023).
- **2023 Super Lawyers**, Upstate New York — "Rising Star" Award in State, Local & Municipal Law.
- **2022 Super Lawyers**, Upstate New York — "Rising Star" Award in Cannabis Law.
- **2021 Excellence in Law,** Rochester Business Journal and The Daily Record – "Up and Coming Attorney" Award.
- **2021 Super Lawyers**, Upstate New York — "Rising Star" Award in Environmental Litigation.
- **2020 Super Lawyers**, Upstate New York — "Rising Star" Award in Zoning and Land Use Law.

SECTION V: COST PROPOSAL

1. **Customary and Proposed Hourly Rates.** Rates for each employee of The Zoghlin Group who would provide services to the County are as follows:

Person	Customary Hourly Rate	Proposed Hourly Rate (for court and out of court)
Mindy Zoghlin, Senior Partner	$425	$352.75
Jacob Zoghlin, Partner	$400	$332
Ryan Ockenden, Associate	$250	$207.50
Law Clerk – none currently	$150	$124.50
Julie Wallace, Legal Assistant	$150	$124.50

**Flat fees or other rates may be negotiated on a case-by-case basis.

2. **Anticipated Disbursements.** The Zoghlin Group does not bill back for routine clerical support. Actual disbursements will be billed back to the County as incurred. The following disbursements can be anticipated in connection with a matter litigated in state court:

   - Motion or Cross-motion fee $45
   - Demand for a Jury Trial $65
   - Stipulation of Settlement or Voluntary Discontinuance $35
   - Notice of Appeal $65
   - Perfect Appeal $315

   The following disbursements can be anticipated in connection with a matter litigated in federal court:

   - Notice of Appeal filing fee $505
   - Fee to perfect the appeal $500

3. **Other Expenses.** The firm charges back the actual cost out-of-pocket costs associated with e-discovery tools and case management software. Actual out-of-pocket travel expenses will be charged back as incurred.

4. **Lump Sum Retainer Proposals.** Not applicable to this Response.

5. **Alternative Fee Proposals.** Not applicable to this Response.

Albany County Request for Contract Approval

Contract #	2024-1943
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	A1345 - Central Purchasing
Date Submitted	Thursday, May 2, 2024
Contact Person	Cronin, Kayla
Contact Phone	1 (518) 447-5585
Vendor Info	Attention Pest Solutions PO Box 164, Ballston Spa, State Zip Code
Estimated Amount	$24,890.00
Estimated Term	7/1/2024 to 6/30/2027 (Approximately 35 months)
Scope of Services	Pest control services for various county facilities.
Budget Line Item	AA1620 - 2 - 44046
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

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

DANIEL P. McCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham Chairwoman of the Legislature
Hon. Bruce Hidley, County Clerk,

FROM: Pamela O Neill, Purchasing Agent Pamela

DATE: May 2, 2024

RE: Contract Request ID #2024-1943

The Purchasing Division respectfully requests approval of the referenced contract for ATTENTION Pest Solutions to provide Pest Control Services for various Albany County departments during the term 7/1/2024-6/30/2027. ATTENTION Pest Solutions is the apparent low, responsible and responsive bidder.

Albany County Pest Control Services
BID TABULATION
Bid #2024-015

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
Mercantile Building-Probation									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.50	$55.00	$110.00	0.50	$57.88	$115.75
10 months of the first year	0.30	$39.00	$390.00	0.50	$55.00	$550.00	0.50	$38.58	$385.80
Second Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Third Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00			$1,980.00			$1,427.48
% mark up materials cost			0%			0%			0%
162 Washington Ave.-Social Services									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.50	$55.00	$110.00	0.50	$57.88	$115.76
10 months of the first year	0.30	$39.00	$390.00	0.50	$55.00	$550.00	0.50	$38.58	$385.80
Second Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Third Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00			$1,980.00			$1,427.48
% mark up materials cost			0%			0%			0%
Court House									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.50	$55.00	$110.00	0.50	$57.88	$115.76

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
10 months of the first year	0.30	$39.00	$390.00	0.50	$55.00	$550.00	0.50	$38.58	$115.76
Second Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$385.80
Third Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00			$1,980.00			$1,427.48
% mark up materials cost			0%			0%			0%

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
95 Tivoli Street-Hall of Records									
First 60 days (two months) first year	0.30	$39.00	$78.00	1.00	$110.00	$220.00	0.50	$57.88	$115.76
10 months of the first year	0.30	$39.00	$390.00	1.00	$110.00	$1,100.00	0.50	$38.58	$385.80
Second Year	0.30	$39.00	$468.00	1.00	$110.00	$1,320.00	0.50	$38.58	$462.96
Third Year	0.30	$39.00	$468.00	1.00	$110.00	$1,320.00	0.50	$38.58	$462.96
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00			$3,960.00			$1,427.48
% mark up materials cost			0%			0%			0%
112 State Street-Co. Office Bldg.									
First 60 days (two months) first year	6.50	$507.00	$1,014.00	2.00	$220.00	$440.00	1.00	$176.68	$347.36
10 months of the first year	6.50	$507.00	$5,070.00	2.00	$220.00	$2,220.00	1.00	$176.68	$1,736.80
Second Year	6.50	$507.00	$6,084.00	2.00	$220.00	$2,640.00	1.00	$154.38	$1,852.56
Third Year	6.50	$507.00	$6,084.00	2.00	$220.00	$2,640.00	1.00	$154.38	$1,852.00
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$18,252.00			$7,940.00			$5,789.28
% mark up materials cost			0%			0%			0%
Shaker Place Rehabilitation and Nursing									
First 60 days (two months) first year	18.00	$1,404.00	$2,808.00	8.00	$880.00	$1,760.00	4.00	$639.98	$1,279.96
10 months of the first year	18.00	$1,404.00	$14,040.00	8.00	$880.00	$8,800.00	4.00	$639.68	$6,399.80

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
Second Year	18.00	$1,404.00	$16,848.00	8.00	$880.00	$10,560.00	4.00	$639.98	$7,679.76
Third Year	18.00	$1,404.00	$16,848.00	8.00	$880.00	$10,560.00	4.00	$639.98	$7,679.76
Materials Cost	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			**$50,544.00**			**$31,680.00**			**$23,039.28**
% mark up materials cost			0%			0%			0%

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
Correctional Facility									
First 60 days (two months) first year	10.00	$780.00	$1,560.00	3.00	$330.00	$660.00	1.00	$239.98	$479.96
10 months of the first year	10.00	$780.00	$7,800.00	3.00	$330.00	$3,330.00	1.00	$239.98	$2,399.80
Second Year	10.00	$780.00	$9,360.00	3.00	$330.00	$3,960.00	1.00	$239.98	$2,879.76
Third Year	10.00	$780.00	$9,360.00	3.00	$330.00	$3,960.00	1.00	$239.98	$2,879.76
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$28,080.00			$11,910.00			$8,639.28
% mark up materials cost			0%			0%			0%
Hockey Facility									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.50	$55.00	$110.00	1.00	$77.18	$154.36
10 months of the first year	0.30	$39.00	$390.00	0.50	$55.00	$550.00	1.00	$77.18	$771.80
Second Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	1.00	$57.88	$694.56
Third Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	1.00	$57.88	$694.56
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00			$1,980.00			$2,315.28
% mark up materials cost			0%			0%			
6 Lodge Street-Justice Building									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.50	$55.00	$110.00	1.00	$77.18	$154.36
10 months of the first year	0.30	$39.00	$390.00	0.50	$55.00	$550.00	1.00	$77.18	$771.80
Second Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	1.00	$57.88	$694.56

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
Third Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	1.00	$57.88	$694.56
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00			$1,980.00			$2,315.28
% mark up materials cost			0%			0%			0%

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
224-260 S. Pearl Street - Mental Health, Board of Elections, CAC									
First 60 days (two months) first year	0.45	$58.00	$116.00	$0.50	$55.00	$110.00	0.50	$38.58	$77.16
10 months of the first year	0.45	$58.00	$580.00	$0.50	$55.00	$550.00	0.50	$38.58	$385.80
Second Year	0.45	$58.00	$696.00	$0.50	$55.00	$660.00	0.50	$38.58	$462.96
Third Year	0.45	$58.00	$696.00	$0.50	$55.00	$660.00	0.50	$38.58	$462.96
Materials Cost	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			**$2,088.00**			**$1,980.00**			**$1,388.88**
% mark up materials cost			0%			0%			0%
Water Purification District North Plant, 1 Canal Road South									
First 60 days (two months) first year	2.50	$195.00	$390.00	2.00	$220.00	$440.00	0.50	$38.58	$77.16
10 months of the first year	1.50	$117.00	$1,170.00	1.00	$110.00	$1,210.00	0.50	$38.58	$385.80
Second Year	1.50	$117.00	$1,404.00	1.00	$110.00	$1,320.00	0.50	$38.58	$462.96
Third Year	1.50	$117.00	$1,404.00	1.00	$110.00	$1,320.00	0.50	$38.58	$462.96
Materials Cost	$0.00	$0.00	$0.00	$350.00	$350.00	$350.00	$0.00	$0.00	$0.00
Total All			**$4,368.00**			**$4,640.00**			**$1,388.88**
% mark up materials cost			0%			0%			0%
Water Purification District South Plant, 209 Church									
First 60 days (two months) first year	2.00	$156.00	$312.00	2.00	$220.00	$440.00	0.50	$38.58	$77.16
10 months of the first year	1.00	$78.00	$780.00	1.00	$110.00	$1,210.00	0.50	$38.58	$385.80
Second Year	1.00	$78.00	$936.00	1.00	$110.00	$1,320.00	0.50	$38.58	$462.96

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
Third Year	1.00	$78.00	$936.00	1.00	$110.00	$1,320.00	0.50	$38.58	$462.96
Materials Cost	0.00	$0.00	$0.00	$0.00	$350.00	$350.00	$0.00	$0.00	$0.00
Total All			$2,964.00			$4,640.00			$1,388.88
% mark up materials cost			0%			0%			0%

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
175 Green St.-Health Dept.									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.50	$55.00	$110.00	0.50	$38.58	$77.16
10 months of the first year	0.30	$39.00	$390.00	0.50	$55.00	$550.00	0.50	$38.58	$385.80
Second Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Third Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Materials Cost	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00			$1,980.00			$1,388.88
% mark up materials cost			0%			0%			0%
William Rice Center									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.75	$82.50	$165.00	1.00	$77.18	$154.36
10 months of the first year	0.30	$39.00	$390.00	0.75	$82.50	$825.00	1.00	$57.88	$578.80
Second Year	0.30	$39.00	$468.00	0.75	$82.50	$990.00	1.00	$57.88	$694.56
Third Year	0.30	$39.00	$468.00	0.75	$82.50	$990.00	1.00	$57.88	$694.56
Materials Cost	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00			$2,970.00			$2,112.28
% mark up materials cost			0%			0%			0%
Ann Lee White House									
First 60 days (two months) first year	0.30	$39.00	$78.00	$0.50	$55.00	$110.00	0.50	$38.58	$77.16
10 months of the first year	0.30	$39.00	$390.00	$0.50	$55.00	$550.00	0.50	$38.58	$385.80
Second Year	0.30	$39.00	$468.00	$0.50	$55.00	$660.00	0.50	$38.58	$462.96

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
Third Year	0.30	$39.00	$468.00	$0.50	$55.00	$660.00	0.50	$38.58	$462.96
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00			$1,980.00			$1,388.88
% mark up materials cost			0%			0%			0%

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
Albany County Family Court Building									
First 60 days (two months) first year	0.35	$45.50	$91.00	0.50	$55.00	$110.00	1.00	$77.18	$154.36
10 months of the first year	0.35	$45.50	$455.00	0.50	$55.00	$550.00	0.50	$57.88	$578.80
Second Year	0.35	$45.50	$546.00	0.50	$55.00	$660.00	0.50	$57.88	$694.56
Third Year	0.35	$45.50	$546.00	0.50	$55.20	$660.00	0.50	$57.88	$694.56
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,638.00			$1,980.00			$2,122.28
% mark up materials cost			0%			0%			0%
Sheriff's Patrol Station 58 Verda									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.75	$82.50	$165.00	0.50	$57.88	$115.76
10 months of the first year	0.30	$39.00	$390.00	0.75	$82.50	$825.00	0.50	$38.58	$385.80
Second Year	0.30	$39.00	$468.00	0.75	$82.50	$990.00	0.50	$38.58	$462.96
Third Year	0.30	$39.00	$468.00	0.75	$82.50	$990.00	0.50	$38.58	$462.96
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00			$2,970.00			$1,466.08
% mark up materials cost			0.00%			0.00%			0%
Sheriff's E911 Communication Center									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.50	$55.00	$110.00	0.50	$57.88	$115.76
10 months of the first year	0.30	$39.00	$390.00	0.50	$55.00	$550.00	0.50	$38.58	$385.80
Second Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
Third Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$4,626.96
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00		$55.00	$1,980.00			$1,466.08
% mark up materials cost			0.00%			0.00%			0%
Sheriff's Communication Center- 26 Olive Street									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.50	$55.00	$110.00	0.50	$57.88	$115.76
10 months of the first year	0.30	$39.00	$390.00	0.50	$55.00	$550.00	0.50	$38.58	$385.80
Second Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Third Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00		$	$1,980.00			$1,466.08
% mark up materials cost			0%			0.00%			0%
Sheriff's Ambulance EMS 21 Voorheesville									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.50	$55.00	$110.00	0.50	$57.88	$115.76
10 months of the first year	0.30	$39.00	$390.00	0.50	$55.00	$550.00	0.50	$38.58	$385.80
Second Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Third Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Materials Cost	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00			$1,980.00			$1,466.08
% mark up materials cost			0%			0%			0%

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
Lawson's Lake Caretaker House									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.50	$55.00	$110.00	0.50	$57.88	$115.76
10 months of the first year	0.30	$39.00	$390.00	0.50	$55.00	$550.00	0.50	$38.58	$385.80
Second Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Third Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00			$1,980.00			$1,466.08
% mark up materials cost			0%			0%			0%
Albany County Sheriff's Office Fox Creek Road Medusa									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.50	$55.00	$110.00	0.50	$57.88	$115.76
10 months of the first year	0.30	$39.00	$390.00	0.50	$55.00	$550.00	0.50	$38.58	$385.80
Second Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Third Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00			$1,980.00			$1,466.08
% mark up materials cost			0.00%			0%			0%
TOTAL COST 3 YEARS ALL FACILITIES			$128,994.00			$99,000.00			$67,793.76

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
Entomologist Hourly Rate		$275.00		$0.00	$0.00	$0.00		$90.00	
Supervisors Hourly Rate		$185.00			$110.00	$0.00		$60.00	
Technician Hourly Rate		$78.00		$25.00	$110.00	$2,750/month		$38.60	
Bed bug treatment price per square foot	$0.95			$1.50	$450.00 Minimum		$1.00		

Total Bid Amount: $19,890.00

Total Award with $5,000 added for incidental costs: $24,890.00

Total Bid Amount: $44,412.24

Total Award with $10,000 added for incidental costs: $54,412.24

COUNTY OF ALBANY

COPY

BID FORM

BID IDENTIFICATION:

Title: **Pest Control Services through Integrated Pest Management (IPM)**
Bid Number: **2024-015**

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
03/28/24	#1
03/29/24	#2

   (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")

7. Communication concerning this Bid shall be addressed to:

ATTENTION Pest Solutions	Jason Garney
PO Box 164	jason.garney@attentionpestsolutions.com
Ballston Spa NY 12020	cell: 518-937-5981

Phone: office: 518-203-1315

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

Albany County Pest Control Services
BID FORM

Bid #2024-015

Building			
	Est. Hours per month	**Monthly Fees**	**Totals**
Mercantile Building-Probation			
First 60 days (two months) first year	.30	$ 39.00	78.00
10 months of the first year	.30	$ 39.00	390.00
Second Year	.30	$ 39.00	468.00
Third Year	.30	$ 39.00	468.00
Materials Cost	0	$	0
Total All		$	1404.00
% mark up materials cost	0		0
162 Washington Ave.-Social Services			
First 60 days (two months) first year	.30	$ 39.00	78.00
10 months of the first year	.30	$ 39.00	390.00
Second Year	.30	$ 39.00	468.00
Third Year	.30	$ 39.00	468.00
Materials Cost	0	$	0
Total All		$	1404.00
% mark up materials cost	0		0
Court House			
First 60 days (two months) first year	.30	$ 39.00	78.00
10 months of the first year	.30	$ 39.00	390.00
Second Year	.30	$ 39.00	468.00
Third Year	.30	$ 39.00	468.00
Materials Cost	0	$	0
Total All		$	1404.00
% mark up materials cost	0		0

Building			
	Est. Hours per month	Monthly Fees	Totals
95 Tivoli Street-Hall of Records			
First 60 days (two months) first year	.30	$ 39.00	78.00
10 months of the first year	.30	$ 39.00	390.00
Second Year	.30	$ 39.00	468.00
Third Year	.30	$ 39.00	468.00
Materials Cost	0	$	0
Total All		$	1404.00
% mark up materials cost	0		0
112 State Street-Co. Office Bldg.			
First 60 days (two months) first year	6.5	$ 507.00	1014.00
10 months of the first year	6.5	$ 507.00	5070.00
Second Year	6.5	$ 507.00	6084.00
Third Year	6.5	$ 507.00	6084.00
Materials Cost	0	$	0
Total All		$	18252.00
% mark up materials cost	0		0
Shaker Place Rehabilitation and Nursing			
First 60 days (two months) first year	18	$ 1404.00	2808.00
10 months of the first year	18	$ 1404.00	14040.00
Second Year	18	$ 1404.00	16848.00
Third Year	18	$ 1404.00	16848.00
Materials Cost	0	$	0
Total All		$	50544.00
% mark up materials cost	0		0

Building			
	Est. Hours per month	Monthly Fees	Totals
Correctional Facility			
First 60 days (two months) first year	10	$ 780.00	1560.00
10 months of the first year	10	$ 780.00	7800.00
Second Year	10	$ 780.00	9360.00
Third Year	10	$ 780.00	9360.00
Materials Cost	0	$	0
Total All		$	28080.00
% mark up materials cost	0		0
Hockey Facility			
First 60 days (two months) first year	.30	$ 39.00	78.00
10 months of the first year	.30	$ 39.00	390.00
Second Year	.30	$ 39.00	468.00
Third Year	.30	$ 39.00	468.00
Materials Cost	0	$	0
Total All		$	1404.00
% mark up materials cost	0		0
6 Lodge Street-Justice Building			
First 60 days (two months) first year	.30	$ 39.00	78.00
10 months of the first year	.30	$ 39.00	390.00
Second Year	.30	$ 39.00	468.00
Third Year	.30	$ 39.00	468.00
Materials Cost	0	$	0
Total All		$	1404.00
% mark up materials cost	0		0

Building			
	Est. Hours per month	Monthly Fees	Totals
224-260 S. Pearl Street - Mental Health, Board of Elections, CAC			
First 60 days (two months) first year	.45	$ 58.00	116.00
10 months of the first year	.45	$ 58.00	580.00
Second Year	.45	$ 58.00	696.00
Third Year	.45	$ 58.00	696.00
Materials Cost	0	$	0
Total All		$	2088.00
% mark up materials cost	0		0
Water Purification District North Plant, 1 Canal Road South			
First 60 days (two months) first year	2.5	$ 195.00	390.00
10 months of the first year	1.5	$ 117.00	1170.00
Second Year	1.5	$ 117.00	1404.00
Third Year	1.5	$ 117.00	1404.00
Materials Cost	0	$	0
Total All		$	4368.00
% mark up materials cost	0		0
Water Purification District South Plant, 209 Church			
First 60 days (two months) first year	2	$ 156.00	312.00
10 months of the first year	1	$ 78.00	780.00
Second Year	1	$ 78.00	936.00
Third Year	1	$ 78.00	936.00
Materials Cost	0	$	0
Total All		$	2964.00
% mark up materials cost	0		0

Building			
	Est. Hours per month	Monthly Fees	Totals
175 Green St.-Health Dept.			
First 60 days (two months) first year	.30	$ 39.00	78.00
10 months of the first year	.30	$ 39.00	390.00
Second Year	.30	$ 39.00	468.00
Third Year	.30	$ 39.00	468.00
Materials Cost	0	$	0
Total All		$	1404.00
% mark up materials cost	0		0
William Rice Center			
First 60 days (two months) first year	.30	$ 39.00	78.00
10 months of the first year	.30	$ 39.00	390.00
Second Year	.30	$ 39.00	468.00
Third Year	.30	$ 39.00	468.00
Materials Cost	0	$	0
Total All		$	1404.00
% mark up materials cost	0		0
Ann Lee White House			
First 60 days (two months) first year	.30	$ 39.00	78.00
10 months of the first year	.30	$ 39.00	390.00
Second Year	.30	$ 39.00	468.00
Third Year	.30	$ 39.00	468.00
Materials Cost	0	$	0
Total All		$	1404.00
% mark up materials cost	0		0

Building			
	Est. Hours per month	Monthly Fees	Totals
Albany County Family Court Building			
First 60 days (two months) first year	.35	$ 45.50	$ 91.00
10 months of the first year	.35	$ 45.50	$ 455.00
Second Year	.35	$ 45.50	$ 546.00
Third Year	.35	$ 45.50	$ 546.00
Materials Cost	0	$	$ 0
Total All		$	$ 1638.00
% mark up materials cost	0		0

Sheriff's Patrol Station 58 Verda			
First 60 days (two months) first year	.30	$ 39.00	$ 78.00
10 months of the first year	.30	$ 39.00	$ 390.00
Second Year	.30	$ 39.00	$ 468.00
Third Year	.30	$ 39.00	$ 468.00
Materials Cost	0	$	$ 0
Total All		$	$ 1404.00
% mark up materials cost	0		0
Sheriff's E911 Communication Center			
First 60 days (two months) first year	.30	$ 39.00	$ 78.00
10 months of the first year	.30	$ 39.00	$ 390.00
Second Year	.30	$ 39.00	$ 468.00
Third Year	.30	$ 39.00	$ 468.00
Materials Cost	0	$	$ 0
Total All		$	$ 1404.00
% mark up materials cost	0		$ 0
Sheriff's Communication Center- 26 Olive Street			
First 60 days (two months) first year	.30	$ 39.00	$ 78.00
10 months of the first year	.30	$ 39.00	$ 390.00

Building			
	Est. Hours per month	Monthly Fees	Totals
Second Year	.30	$ 39.00	$ 468.00
Third Year	.30	$ 39.00	$ 468.00
Materials Cost	0	$	$ 0
Total All		$	$ 1404.00
% mark up materials cost	0		0
Sheriff's Ambulance EMS 21 Voorheesville			
First 60 days (two months) first year	.30	$ 39.00	$ 78.00
10 months of the first year	.30	$ 39.00	$ 390.00
Second Year	.30	$ 39.00	$ 468.00
Third Year	.30	$ 39.00	$ 468.00
Materials Cost	0	$	$ 0
Total All		$	$ 1404.00
% mark up materials cost	0		0
Lawson's Lake Caretaker House			
First 60 days (two months) first year	.30	$ 39.00	$ 78.00
10 months of the first year	.30	$ 39.00	$ 390.00
Second Year	.30	$ 39.00	$ 468.00
Third Year	.30	$ 39.00	$ 468.00
Materials Cost	0	$	$ 0
Total All		$	$ 1404.00
% mark up materials cost	0		0
Albany County Sheriff's Office Fox Creek Road Medusa		$	$
First 60 days (two months) first year	.30	$ 39.00	$ 78.00
10 months of the first year	.30	$ 39.00	$ 390.00
Second Year	.30	$ 39.00	$ 468.00
Third Year	.30	$ 39.00	$ 468.00

Building			
	Est. Hours per month	Monthly Fees	Totals
Materials Cost	0	$	$ 0
Total All		$	$ 1404.00
% mark up materials cost	0		0
TOTAL COST 3 YEARS ALL FACILITIES		$	$ 128,994.00
Entomologist Hourly Rate		$ 275.00	
Supervisors Hourly Rate		$ 185.00	
Technician Hourly Rate		$ 78.00	
Bed bug treatment price per square foot	$ 0.95		
Company	ATTENTION Pest Solutions		
Company Representative (Print)	Jason Garney		
Signature			
Date 04/11/24			

Vendor agrees to provide all necessary maintenance and inspections in this bid, for the Albany County facilities listed at the price bid above.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Pest Control Services Through Integrated Pest Management (IPM)Bid**
Number: **2024-015**

COMPANY:	ATTENTION Pest Solutions
ADDRESS:	233 Greenfield Ave
CITY, STATE, ZIP:	Ballston Spa NY 12020
TEL. NO.:	OFFICE 518-203-1315 CELL 518-937-5981
FAX NO.:	518-602-8144
FEDERAL TAX ID NO.:	45-5640460
REPRESENTATIVE:	JASON GARNEY
E-MAIL:	pests@attentionpestsolutions.com
SIGNATURE AND TITLE:	CEO
DATE:	04/08/2024

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

CEO
Title

04/09/24
Date

ATTENTION Pest Solutions
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 New York)
COUNTY OF Saratoga) **SS.:**

On the 9TH day of April, 2024, before me personally came Jason Garney, 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 Attention Pest Solutions 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.

Mary F. Krywy

MARY F. KRYWY
Notary Public, State of New York
Saratoga County, No. 01KR5026324
Commission Expires: April 18, 2026

Notary Public, State of New York

Qualified in Saratoga County

Commission Expires 04/18/2026

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:

☒ PRIME CONTRACTOR

2. VENDOR'S LEGAL BUSINESS NAME	3. IDENTIFICATION NUMBERS
ATTENTION Pest Solutions, LLC	a) FEIN # 45-5640460 b) DUNS # 03 3374388
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:	5. WEBSITE ADDRESS (if applicable) www.attentionpestsolutions.com

6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE	7. TELEPHONE NUMBER	8. FAX NUMBER
233 Greenfield Ave Ballston Spa NY 12020	518-203-1315	518-602-8144
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE

Name Jason Garney
Title CEO
Telephone Number 518-937-5981
Fax Number 518-602-8144
e-mail jason.garney@attentionpestsolutions.com

13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.

a) NAME Adam Garney	TITLE COO	b) NAME Linda LaQue	TITLE CFO
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? ☐ Yes ☒ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☒ No
List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.

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), AFFLITIATE 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; ☐ Yes ☒ No

2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;

3. entered into an agreement to a voluntary exclusion from bidding/contracting;

4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;

5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;

6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;

7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;

8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or

9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.

b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ 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? ☐ Yes ☒ No

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."

18. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:

a) file returns or pay any applicable federal, state or city taxes? ☐ Yes ☒ No
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.

b) file returns or pay New York State unemployment insurance? ☐ Yes ☒ No
Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.

c) Property Tax ☐ Yes ☒ No
Indicate the years the vendor failed to file.

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 OR THE DATE OF FILING? ☐ Yes ☒ No

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.

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 Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. ☐ Yes ☒ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : 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.	☐ Yes ☒ No

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: New York)
) ss:
County of: Saratoga)

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 ad 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 Attention Pest Solutions Signature of Owner

Address 233 Greenfield Avenue Printed Name of Signatory Jason Garney

City, State, Zip Ballston Spa, NY 12020 Title CEO

Sworn before me this 9TH day of April, 2024:

Notary Public

MARY F. KRYWY
Notary Public, State of New York
Saratoga County, No. 01KR5026324
Commission Expires: April 18, 2026

Jason Garney
Printed Name

Signature

04/09/24
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.

Jason Garney
Signature

CEO
Title

04/08/2024
Date

ATTENTION Pest Solutions
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: ATTENTION Pest Solutions, LLC

Address: 233 Greenfield Ave

Ballston Spa NY 12020

Phone Number(s): 518-203-1315

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):

NONE

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

N/A

Signature

Jason Garney

Printed Name

CEO

Title

04/08/24

Date

ATTENTION
Pest Solutions

P.O. Box 164
Ballston Spa, NY 12020
(518) 203-1315
www.attentionpestsolutions.com

CONFIRMATION:

ATTENTION Pest Solutions understands all terms and conditions contained in RFB # 2024-015 and will comply with all provisions of RFB # 2024-015. If awarded the contract, ATTENTION Pest Solutions will be prepared to begin services on July 1, 2024.

Contact: Jason Garney jason.garney@attentionpestsolutions.com
Chief Operating Member
Service Consultant
(518) 937-5981 cell
(518) 203-1315 office

Company Info

Company Name: ATTENTION Pest Solutions,LLC
Operating Since 2012

Physical Address: 233 Greenfield Ave
Ballston Spa NY 12020

Mailing/ Billing Address: PO Box 164
Ballston Spa NY 12020

EXPERIENCE

Jason Garney, Chief Operating Member
Commercial Applicator 3A, 5B, 7A, 7C, 7F & Wildlife and Nuisance Control certifications

NUMBER OF CONSECUTIVE YEARS BIDDER HAS BEEN ACTIVELY IN THE IPM BUSINESS:

Jason Garney, Chief Operating Member of ATTENTION Pest Solutions has been actively in the business of IPM since 1999 with Linendoll/ Rentokil/ Ehrlich Pest Control. Acting as Operations Manager for Rentokil from January 2009- August 2012. Acting Chief Operating Member of ATTENTION Pest Solution, LLC from August 2012 to current.

COUNTY OF ALBANY

RFB-2024-015

PEST CONTROL SERVICES THROUGH INTEGRATED PEST MANAGEMENT (IPM)

ADDENDUM #1

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: **The Albany County Sheriff has added the following location to their detailed specifications:**

Albany County Sheriff
380 Fox Creek Rd.
Medusa, NY 12120

End of Addendum #1

COUNTY OF ALBANY

RFB-2024-015

PEST CONTROL SERVICES THROUGH INTEGRATED PEST MANAGEMENT (IPM)

ADDENDUM #2

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: To Schedule a Site Visit at the Albany County Sheriff's location located at:

380 Fox Creek Rd.
Medusa, NY 12120
Please call Dennis Wood at 518.858.8991

ITEM #2: The due date for this RFB has been extended by one (1) week. Bids are now due by 11:00AM on Thursday, April 11, 2024.

End of Addendum #2

COUNTY OF ALBANY

PEST CONTROL SERVICES THROUGH INTEGRATED PEST MANAGEMENT (IPM)

RFB-2024-015

ADDENDUM # 3

April 10, 2024

The following Addendum No. 3 consisting of ten (10) pages (including this cover page) is hereby issued on the 10th day of April, 2024, in connection with the Request for Bids# 2024-015 as requested by Various Albany County Departments.

COUNTY OF ALBANY

RFB-2024-015

PEST CONTROL SERVICES THROUGH INTEGRATED PEST MANAGEMENT (IPM)

ADDENDUM #3

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: **Please use the attached updated Bid Form worksheet in your bid submission. This updated worksheet has the Sheriff's location at Fox Creed Road, Medusa added.**

ITEM #2: **The due date for this bid has been extended one (1) week. Bids are now due on Thursday, April 18, 2024 at 11:00 AM.**

End of Addendum #3

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Attention Pest Solutions

Vendor Representatives Name: Holly Diggins-McWain

Vendor Address: 233 West Milton Rd
Ballston Spa, NY 12020

Facility Name: Mercantile Building

Address: Probation Department
60 S. Pearl Street, Albany, NY

Date of Visit: 3/26/2024

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Don Ballard

Signature: Don Ballard

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Attention Pest Solutions

Vendor Representatives Name: Holly Diggins-McCann

Vendor Address: 233 West Milton Rd
Ballston Spa, NY 12020

Facility Name: Albany County Department of Social Services

Address: 162 Washington Ave
Albany, NY 12210

Date of Visit: 3/26/2024

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Don Brand

Signature: Don Brand

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Attention Pest Solutions

Vendor Representatives Name: Holly Diggins-Muntai

Vendor Address: 233 West Milton Rd
Ballston Spa, NY 12020

Facility Name: The Albany County Court House

Address: Eagle and Columbia Streets
Albany, NY 12207

Date of Visit: 3/26/2024

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: David Quinn

Signature: [signature]

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Attention Pest Solutions

Vendor Representatives Name: Holly Diggins-McKain

Vendor Address: 233 West Milton Rd
Ballston Spa, NY 12020

Facility Name: The Albany County Hall of Records

Address: 95 Tivoli Street
Albany, NY 12207

Date of Visit: 3/27/2024

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Jill Brothers

Signature: Jill Brothers

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Attention Pest Solutions

Vendor Representatives Name: Mike Cammarere

Vendor Address: 233 West Milton Rd
Ballston Spa NY 12020

Facility Name: The Albany County Hockey Facility

Address: 18 Hockey Lane
Loudonville, NY 12211

Date of Visit: 3/29/2024

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Paul Hebert

Signature:

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Attention Pest Solutions

Vendor Representatives Name: Holly Diggins - McWain

Vendor Address: 233 West Milton Rd
Ballston Spa, NY 12020

Facility Name: The Albany County Judicial Center

Address: 6 Lodge Street
Albany, NY 12207

Date of Visit: 3/26/2024

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: David Quinn

Signature: [signature]

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Attention Pest Solutions

Vendor Representatives Name: Holly Diggins-Mcwain

Vendor Address: 233 West Milton Rd
Ballston Spa, NY 12020

Facility Name: Albany County Board of Elections, Mental Health + CAC

Address: 224-260 South Pearl Street
Albany, NY

Date of Visit: 3/26/2024

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Don Bullard

Signature: Don Bullard

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Attention Pest Solutions

Vendor Representatives Name: Holly Diggins-McWain

Vendor Address: 233 West Milton Rd
Ballston Spa, NY 12020

Facility Name: Albany County Water Purification District north Plant

Address: 1 Canal Road South
Albany, NY 12204

Date of Visit: 3/27/2024

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Jason Stephens

Signature:

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Attention Pest Solutions

Vendor Representatives Name: Holly Diggins-McWain

Vendor Address: 233 West Milton Rd
Ballston Spa, NY 12020

Facility Name: Albany County Water Purification District South Plant

Address: 209 Church Street
Albany, NY 12202

Date of Visit: 3/27/2024

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Jason Stephen

Signature:

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Attention Pest Solutions

Vendor Representatives Name: Holly Diggins-McLain

Vendor Address: 233 West Milton Rd
Ballston Spa, NY 12020

Facility Name: Albany County Department of Health

Address: 175 Green Street
Albany, NY

Date of Visit: 3/26/2024

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Don Ballard

Signature: Don Ballard

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Attention Pest Solutions

Vendor Representatives Name: Holly Diggins-McMahin

Vendor Address: 233 West Milton Rd
Ballston Spa, NY 12020

Facility Name: William Rice Extension Center

Address: PO Box 497, 24 Martin Rd
Voorheesville, NY 12186

Date of Visit: 3/26/2024

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Dan Ballard

Signature: Dan Ballard

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Attention Pest Solutions

Vendor Representatives Name: Holl, Diggins-McWain

Vendor Address: 233 West Milton Rd
Ballston Spa, NY 12020

Facility Name: Ann Lee White House

Address: 114 Heritage Lane
Colonie, NY 12205

Date of Visit: 3/26/2024

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Don Bahlau

Signature: Don Bahlau

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Attention Pest Solutions

Vendor Representatives Name: Holly Diggins-mulvain

Vendor Address: 233 West Milton Rd
Ballston Spa, NY 12020

Facility Name: Albany County Family Court

Address: 30 Clinton Ave
Albany, NY 12207

Date of Visit: 3/26/2024

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: David Quinn

Signature: DQ

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Attention Pest Solutions

Vendor Representatives Name: Holly Diggins-McMain

Vendor Address: 233 West Milton Rd
Ballston Spa, NY 12020

Facility Name: Albany County Patrol Station

Address: 58 Verda Avenue
Clarksville, NY 12041

Date of Visit: 3/27/2024

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Matthew Nash

Signature: Matthew Nash

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Attention Pest Solutions

Vendor Representatives Name: Holly Diggins-McMain

Vendor Address: 233 West Milton Rd
Ballston Spa, NY 12020

Facility Name: Albany County E911 Communications Building

Address: 449 New Salem Rd
Voorheesville, NY 12186

Date of Visit: 3/27/2024

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Timothy Playford

Signature:

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Attention Pest Solutions

Vendor Representatives Name: Holly Diggins-McWain

Vendor Address: 233 West Milton Rd
Ballston Spa, NY 12020

Facility Name: Communications Center

Address: 26 Olive Street
Clarksville, NY 12041

Date of Visit: 3/27/2024

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: KEN BOYD

Signature:

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Attention Pest Solutions

Vendor Representatives Name: Holly Diggins-McNair

Vendor Address: 233 West Milton Rd
Ballston Spa, NY 12020

Facility Name: Albany County

Address: 21 Voorheesville Avenue
Voorheesville, NY 12186

Date of Visit: 3/27/2024

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Timothy Playford

Signature:

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Attention Pest Solutions

Vendor Representatives Name: Holly Diggins-McWain

Vendor Address: 233 West Milton Rd
Ballston Spa, NY 12020

Facility Name: Lawson Lake Caretaker House

Address: 2772 Lawson Lake Rd
Fenna Bush, NY 12067

Date of Visit: 3/26/2024

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Don Ballard

Signature: Don Ballard

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Attention Pest Solutions

Vendor Representatives Name: Holly Diggins-McMahon

Vendor Address: 233 West Milton Rd
Ballston Spa, NY 12020

Facility Name: Albany County Sheriff
Address: 380 Fox Creek Rd
Medusa, NY 12120

Date of Visit: 4/2/2024

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Kevin Korish

Signature:

PEST CONTROL SERVICES THROUGH INTEGRATED PEST MANAGEMENT (IPM)

SCOPE OF SERVICES

BID #2024-015

Scope: The County of Albany desires maintaining a pest free environment to promote the safety and health of our resident and employee population. This service is desired at multiple locations, as described by the attached "Detailed Specifications."

General

The County of Albany is seeking cost proposals from eligible contractors to review current operations and establish an effective IPM program to be consistent with the provisions of Resolution #46a, attached as Attachment D, adopted on 5/11/98. The intent is to pursue a multi-year contract to continue an effective Pest Control Program utilizing Integrated Pest Management Practices and, when required and approved by the Pest Control Committee, chemicals restricted to Tox Cat III, non-carcinogenic.

Integrated pest management shall mean the use of a variety of economical and environmentally sensitive strategies to prevent and to control pests. These strategies shall employ non-toxic or where necessary and in the public interest the least toxic means available to accomplish pest control. These strategies shall include but shall not be limited to: 1) regular monitoring and evaluation to enable early detection; 2) mechanical controls such as manual removal, barriers, and traps; 3) biological controls; and 4) least toxic chemical controls where pesticides are deemed necessary. These strategies shall minimize the reliance upon routine application of chemical pesticides while maximizing the use of other preventive and responsive measures.

Therefore, it will be the duty and obligation of the contractor to institute an IPM program in each participating facility and to supply all services within the framework of this program. The contractor shall provide cooperation to the user department and others concerned in order to protect the health, safety and well-being of residents, staff and pest control technicians, to insure compliance with applicable regulations and guidelines and to guarantee the maximum effectiveness for the money and effort invested.

Pests Included and Excluded

The Contractor Shall Adequately Suppress the Following Pests:

- Indoor populations of rats, mice, snakes, cockroaches, ants, flies, fruit flies, cluster flies, fleas, Indian meal moths, confused flour beetles, midges, silverfish, bees, wasps (yellow jackets) hornets, termites and other wood destroying organisms, spiders and any other arthropod pests not specifically excluded from the contract.

- Populations of the above pests that are located outside of the specified buildings, but within the property boundaries of the facilities.

- Winged termite swarmers emerging indoors.

- Incidental non-rodent invaders inside buildings.

Contractor shall offer separate pricing for the treatment of Bed Bugs (Cimex lectularius Unnaeus) as requested or on as needed basis with the mutual agreement of both parties.

- Upon the discovery of bed bugs in any County Facility, the Contractor shall alert the Facility Manager immediately.

- Contractor shall offer a treatment plan, as it deems appropriate, to eliminate the bed bugs. Due to the nature of the work being performed, proper documentation is a necessity for Albany County. Albany County will require status reports from the Contractor be turned into the Facility Manager prior to each application procedure and subsequent inspections detailing dates, times, locations and summary of work performed.

- Contractor shall provide a time line, which must include: the amount of time to treat each affected area, how they will be treated, the size of the crew per day and what warranty is being offered.

The Population of the Following Pests is Excluded From This Contract:

- Birds, bats, and all other vertebrates other than commensal rodents.

- Mosquitoes

- Pests that primarily feed on outdoor vegetation.

Personnel Requirements

Qualifications and Experience: Pest control technicians assigned to County facilities by the contractor must possess the following minimum qualifications and experience:

- Good knowledge of problem pests and methods of reducing or eliminating food and harborage of same, and the proper and safe use of least toxic pesticides.

- Possess NYS DEC certification in all appropriate categories.

- At least one year of recent full-time paid experience in professional pest control with experience in facilities similar to those outlined herein.

The contractor shall provide, under this contract, only qualified pest management personnel with adequate experience in the conduct of IPM programs. All on-site personnel must understand current practices in this field and be able to make judgments regarding IPM techniques.

The contractor must meet the following specific staff requirements:

Entomologist: The contractor shall have access to an entomologist who will have primary responsibility for the conduct of this contract and who will be available for routine and emergency consultation. It is preferred, but not required, that the entomologist be a full time employee. If the entomologist is not on staff, the contractor must show evidence of contractual or other arrangement to ensure availability of the entomologist. The following minimal documentation regarding this individual's experience and training shall be provided with the pest management plan:

- Resume

- Bachelor's Degree in entomology from an accredited university; or a Bachelor's Degree in biology, chemistry or other life science. Membership in the board of certified entomologist (BCE) is also highly desired, but not required.

- Current certification in the appropriate jurisdictions as a commercial pesticide applicator in the category of industrial, institutional, structural, and health related pest control with a minimum of subcategories to include "general pest control and rodent control."

On-Site Supervisor: A supervisor and an alternate must be identified in the Pest Management Plan. The supervisor shall be the contractor's authority to act on matters pertaining to the performance of services required under the contractor. This individual shall assure safety and carry out coordination and continuity of the program routine. The supervisor and alternate shall both have a working knowledge of this contract and the detailed Pest Management Plan and schedule for each building. The supervisor and alternate must both meet the qualifications identified below under "Pest Management Technicians.

Pest Management Technicians: The contractor shall provide, in the Pest Management Plan, the names of all pest management personnel assigned to this contract and pertinent information regarding their qualifications, experience and training. Throughout the life of this contract all personnel providing on-site pest management services must be certified in appropriate pest control categories. No uncertified personnel will be permitted to work under this contract.

General Program Requirements

General requirements of the IPM program shall include the following for each facility specified in the contract:

A. Initial Inspection

A thorough, initial inspection shall be conducted during the first month of the contract by the contractor's entomologist and the user department representative. The purpose of this initial inspection is for the contractor to evaluate the pest control needs of the premises and to discuss these needs with the user department. The following specific points should be addressed:

1. Identification of problem areas in and around the building.

2. Identification of structural features or personnel practices that are contributing to pest infestations.

3. Discussions of the effectiveness of previous control efforts.

4. Facilitation of contractor access to all necessary areas. Access to building space shall be coordinated with the user department representative.

5. Informing the contractor of any restrictions or special safety precautions.

6. Contractor shall provide the department contact with a list of current pesticide categories that the company's personnel are certified in.

B. Submission of Plan

Following the initial inspection, the contractor will develop a detailed Pest Management Plan and Service Schedule for each facility. This written plan and schedule must be submitted to the user department representative for approval prior to initiation. Each department will provide the name of their representative and the name of their alternate(s). The plan and schedule should identify any structural or operational changes which might facilitate the pest management effort. In addition, the plan must identify the proposed primary pesticides and alternatives by Environmental Protection Agency (EPA) accepted common name (generic name); the building; and rationale for each type of use. Proposed trapping devices for rodents, if any, should also be included. The plan should describe in detail the contractor's means for monitoring pest populations in and around the building.

Frequency of inspections and treatment by the contractor shall depend on the specific pest control needs of the premises. At a minimum, the inspections shall be done according to the detail specifications.

The plan and schedule shall be submitted not more than ten (10) working days following the initial inspection of the premises. The user department will render a decision regarding the acceptability of the plan and schedule within ten (10) working days following receipt. The contractor shall be on-site to implement the plan and schedule within five (5) working days following notice of approval of the plan. If the plan is disapproved, the contractor shall have three (3) working days to submit a revised plan and schedule.

Any subsequent changes in the plan and schedule and/or additions to the approved pesticide list must receive the concurrence of the user department.

C. Monitoring and Inspection

A critical aspect of the Pest Management Plan shall be the establishment of a monitoring and inspection program to identify infested areas and allow an objective assessment of pest population levels. Monitoring and inspection shall be continued throughout the duration of this contract. The contractor shall describe in his Pest Management Plan his approach to meeting this requirement. Where appropriate, glue traps shall be employed to monitor cockroach populations in selected areas.

D. Structural Modifications

Throughout the term of this contract, the Contractor shall be responsible for advising the department representative about any structural, sanitary, or procedural modifications that reduce pest food, water, harborage, or access. The contractor shall be responsible for adequately suppressing all pests included in this contract regardless of whether or not the suggested modifications are implemented. The contractor will not be held responsible for carrying out structural modifications as part of the pest control effort. However, minor applications of caulk and other sealing materials by the Contractor to eliminate pest harborage or access may be approved by the department representative on a case-by-case basis. The Contractor shall obtain the approval of the department representative prior to any application of sealing material or other structural modification.

E. Pesticide Products and Use

Contractor shall be required at all times to be consistent with Albany County Resolution #46a, attached as Attachment D, adopted on 5/11/98.

As a general rule, application of pesticides in any area inside or outside the premises (i.e. in any room, closet, hallway, stairwell, and similar locations) shall not occur unless inspections or monitoring indicate the presence of pests in that specific area and are in accordance with Albany County Resolution #46a.

Preventive treatments of inside and outside areas where inspections indicate a potential insect or rodent infestation are acceptable only on a case-by-case basis with approval from the Albany County Commissioner of Health or the Albany County Pest Management Committee based on Resolution #46a.

The Contractor shall be responsible for application of pesticides according to the manufacturer's label. All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA), state and/or local jurisdiction. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state, and local laws and regulations.

The Contractor shall adhere to the following rules for pesticide use:

- Approved Products: The Contractor shall not apply any pesticide product that has not been included in the Pest Management Plan and approved in writing by the DEPARTMENT REPRESENTATIVE consistent with Albany County Resolution #46a.

- Pesticide Storage: The Contractor shall not store any pesticide product on County premises.

- Application by Need: Pesticide application shall be according to need and as required by Albany County Resolution #46a.

- Minimizing Risk: When pesticide use is necessary, the Contractor shall employ a low risk material, most precise application technique, and minimum quantity of pesticide necessary to achieve control consistent with Albany County Resolution #46a.

- Pesticide Neighbor Notification Law: Contractor is responsible for notifying all parties of pesticide applications as required by state, county and/or local law.

F. Insect Control

1. Emphasis on Non-Pesticide Methods: The Contractor shall use non-pesticide methods of control wherever possible. For example:

    - Portable vacuums designed for pest control rather than pesticide sprays shall be used for initial cleanouts of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs wherever appropriate.

    - Trapping devices rather than pesticide sprays shall be used for indoor insect control wherever appropriate.

2. Application of Insecticides to Cracks and Crevices: As a general rule, the Contractor shall apply all insecticides as "crack and crevice" treatments only (application with a tool or nozzle specifically designed for crack and crevice injection), to be defined in this contract as treatments in which the formulated insecticide is not able to be contacted or is not visible to a bystander during or after the application process and in compliance with Albany County Resolution #46a.

3. Application of Insecticides to Exposed Surfaces or as Space Sprays: Application of insecticides to exposed surfaces or as space sprays (including fogs, mists, and ultra-low

volume applications) shall be restricted to unique situations where no alternative measures are practical. The contractor shall obtain the approval as per Albany County Resolution #46a prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space spray shall be made while tenant personnel are present. The Contractor shall take all necessary precautions to ensure resident and employee safety, and all necessary steps to ensure that containment of the pesticide to the site of application.

4. Insecticide Bait Formulations: Bait formulations shall be used for cockroach and ant control wherever appropriate.

5. Monitoring: Sticky traps shall be used to guide and evaluate indoor insect control efforts wherever necessary.

G. Rodent Control

1. Indoor Trapping: As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked daily unless otherwise agreed to by the department representative. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

2. Use of Rodenticides: In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain approval consistent with Albany County Resolution #46a prior to making any interior rodenticide treatment. All
rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.

3. Use of Bait Boxes: Frequency of bait box servicing shall depend upon the level of rodent infestation. Contractor shall provide lockable bait boxes in sufficient number to control rodent population as it changes. All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following five points:

    - All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.

    - The lids of all bait boxes shall be securely locked or fastened shut.

    - All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.

- Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.

- All bait boxes shall be labeled on the inside with the Contractor's business name and address, and dated by the Contractor's employee at the time of installation and each servicing.

- Contractor shall remove old bait and glue boards when replacing with new.

Preventive treatments of inside and outside areas where inspections indicate a potential insect or rodent infestation are acceptable only on a case-by-case basis with approval of the user department. The Contractor must indicate areas for the preventive treatment in the Pest Management Plan for the building site and list the methods of application.

H. Record Keeping and Reporting

The Contractor shall be responsible for maintaining a complete and accurate pest management log. Each building that is serviced under this contract shall have its own logbook which will be kept in the user department area and maintained on each visit by the contractor. Logbook and forms shall be provided by the contractor.

The log shall contain the following items:

1. A copy of the Pest Management Plan and Service Schedule for the building.

2. A copy of the current label and EPA registration number for each pesticide used in the facility, including the Material Safety Data Sheet.

3. Pest surveillance data sheets which record, in a systematic fashion, the number of pests or other indicators of pest population levels revealed by the contractor's monitoring program for the building: For example, number and location of cockroaches trapped by zone monitors, number and location of rodents trapped or carcasses removed, number and location of new rat burrows observed, degree of feeding in rodent bait stations, etc.

4. The location of all traps, trapping devices, and bait stations in or around the premises. This information can be in either tabular, list, or map format. However, map format is preferred.

5. The contractor's Service Report forms, documenting arrival and departure time of the contractor's representative performing the service, and all information on pesticide application required by statute. These report forms may incorporate some or all of the surveillance data required in item 3 above. A copy of this report shall be included with each monthly invoice.

Note: The IPM Coordinator for each site, shall receive an annual report during the first two weeks of January showing any chemical applications made during the past twelve (12) months.

I. Special Requests and Emergency Service

The regular service shall consist of performing all components of an IPM program other than in structural modification, as described in the contractor's detailed plan and schedule for each building during the period of this contract. Occasional requests for corrective action, special services beyond the routine requests or emergency service, shall be placed with the contractor's on-site supervisor by the user department representative. The contractor shall respond to requests for emergency service within 3 hours of the request. The contractor shall respond to special service requests within (1) working day after receipt of request. All emergency and special services shall be recorded. In the event that such services cannot be completed within the above stipulated time frame, the contractor shall immediately notify the user department representative and indicate an anticipated completion date.

The contractor shall describe in the plan his capability of meeting emergency and special service requests (e.g., radio-dispatched service, name of office personnel handling the account, availability of trucks and personnel, etc.).

The awarded contractor will be required to meet with the Albany County Pest Control Committee at the quarterly meetings to discuss the services being provided.

All other County owned or operated properties will be included in this contract for any corrective measures that may need to be taken. These properties shall be priced at the time and materials rate.

J. Health and Safety

The Contractor shall observe all safety precautions throughout the performance of this contract. All Federal, State and local laws pertaining to the use of pesticides must be complied with. Where there is a conflict between applicable regulations, the most stringent will apply.

The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

K. Inspection

Throughout the duration of this contract, the premises covered will be inspected by user department staff to determine the effectiveness of the program and contractor compliance with the contract. The contractor shall promptly initiate actions to correct all deficiencies found.

It shall be the contractor's responsibility to furnish an adequate supply of materials necessary for user department personnel to inspect the interior of all rodent bait stations. These materials may include allen wrenches to loosen and re-tighten fasteners, keys to open locks, or replacement self-locking plastic ties. Implements to cut plastic ties or seals are not included under this provision.

Specific Program Requirements

A. Manner and Time to Conduct Service

It shall be the contractor's responsibility to carry out work according to the Pest Management Plan and schedule developed for each building. The contractor's on-site supervisor shall be responsible for coordination with each user department or representative at the beginning of each visit. The purpose of this coordination is to review the plan and schedule and to receive information on problem areas needing corrective action.

Services which do not adversely affect resident or employee health or productivity may be performed during the regular hours of operation in the various buildings. When it is necessary to perform work on weekends or outside the regularly scheduled hours set in the contractor's plan and schedule, the contractor shall notify the user department representative at least two (2) days in advance, and all arrangements will be coordinated between the user department representative and the on-site supervisor. Unless otherwise agreed to in the plan, all application of toxicants is to be done at night or on weekends to allow for ventilation before tenants reenter the facility. The contractor shall allow the user department representative sufficient time to inform tenants of application and assure the security of the areas treated.

The contractor shall observe all safety precautions and security procedures throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering the building. Any restrictions associated with these special areas will be explained to the contractor by the user department or representative. These restrictions shall be adhered to and incorporated into the contractor's detailed plan and schedule for the building.

All contractor personnel, while working under this contract, shall wear distinctive uniform clothing and carry photo identification acceptable to the user department. The uniform shall have the contractor's name easily identifiable, affixed thereon in a permanent or semi-permanent manner. Additional personal protective equipment required for the safe performance of work must be determined and provided by the contractor. Protective clothing, equipment, and devices shall as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the contractor must be identified in accordance with State and local regulations.

Time and Materials Costs

The Contractor will provide the County a "time and materials" cost for any corrective measures not covered by the contract. Since this is a full service contract as specified herein, such corrective measures would be limited to vandalism, fire, Act of God, negligence by the County, or other unusual circumstances. The time and materials portion of the bid shall be computed as follows:

a. For the time charge, multiply the hourly rate for labor by the estimated number of hours that will be required.

b. For the materials charge, multiply the percent markup over the Contractors cost for parts and materials by the total dollar value of materials and parts that may be required. A copy of the invoice detailing the Contractor's cost of materials will be required to be submitted with each invoice submitted under the time and materials clause.
c. Work under this clause **must have prior approval** from the user agency.

DETAILED SPECIFICATIONS RFB-2024-015

MERCANTILE BUILDING

The Albany County Mercantile Building is a four (4)-story office complex with a full basement, two (2) passenger elevators and one (1) freight elevator. There are 14 restrooms, which average 150 square feet, reception areas, which average 8,000 square feet, and a full basement that contains a boiler room and several storage areas. This facility desires maintaining a pest free environment to promote the safety and health of our employee population.

PROJECT LOCATION

THE MERCANTILE BUILDING
Probation Department
60 S. Pearl Street, Albany NY
Don Ballard or Tom Stover
518-447-5562 - for site visit

The contractor will perform service at the facility monthly. The service shall be performed Friday afternoons, between 4:00 pm and 5:00 pm. At this time, individual offices need not be serviced. If additional problems arise, they will be serviced on an as needed basis as mutually agreed to by the Contractor and the County.

COUNTY OFFICE BUILDING, 112 STATE STREET

The Albany County Office Building is a 13-story office complex with a basement floor and six (6) elevators. The office occupants are mainly County agencies, but there are some private offices. There is also a small restaurant, and vending area on the first floor. This facility desires maintaining a pest free environment to promote the safety and health of our resident and employee population. The Deputy Commissioner is responsible for all future interactions in this regard.

The first floor includes a restaurant (1,200 sq. ft.), a small vending area (50 sq. ft.). The building contains 35 restrooms, which average 145 square feet. It also contains 14 janitor's closets, which average 24 square feet. The basement contains a boiler room (1,500 sq. ft.), HVAC room (1800 sq. ft.), and the Albany County Central Supply and Print Shop (1,300 sq. ft.). The bank and barber shop on the first floor each handle pest control separately themselves, and hence, are not included in this project description.

PROJECT LOCATION

THE ALBANY COUNTY OFFICE BUILDING
112 STATE STREET
ALBANY, NY, 12207
Don Ballard or Tom Stover
518-447-5562- for site visit

The contractor will perform service at the facility at least once per week for a time determined after the initial contractor review. Each week, the Contractor will service the basement area and the restaurant. In addition, three floors of the building will be serviced **per week**. The areas to be serviced on these floors shall be the rest rooms and janitor's closets ONLY. At this time, individual offices need not be serviced. If additional problems arise, they will be serviced on an as needed basis as mutually agreed to by the Contractor and the Deputy Commissioner.

SHAKER PLACE REHABILITATION AND NURSING CENTER

The Albany County Shaker Place Rehabilitation and Nursing Center is a residential nursing home with a population of 250 residents. The plant is comprised of one building and a freestanding laundry. These facilities desire maintaining a pest free environment to promote the safety and health of the residents and employee population. The Director of Environmental Services is responsible for the completion of the Project Definition and all future interactions in this regard.

PROJECT LOCATION

Shaker Place Rehabilitation and Nursing Center
100 Heritage Lane
Albany, NY 12211
Robert Edler
518-213-8927- For site visit

The Shaker Place Rehabilitation and Nursing Center is a 250 bed Nursing Home with a basement, 1st floor and a four (4) floor Hi-Rise. The first floor has a lobby, six (6) nursing units, 10 residential dining areas, an employee café, clinical areas, several offices, and a child daycare center. The basement has a kitchen area (3,373 sq. ft.), a soiled linen room, a receiving dock, several storage rooms, staff lounge, maintenance shops, locker rooms, and offices. Shaker Place totals 250,000 sq. ft. The Hi-Rise is currently unoccupied on the 2nd, 3rd, and 4th floors, but is subject to future use. The 5th floor has been converted to occupied office space.

The contractor will perform service at the main facility at least once per week for a time determined after the initial contractor review, but not to be less than two hours at Shaker Place. The time of service for these facilities may be reduced or increased as deemed appropriate by the Director of Environmental Services to maintain a pest free environment at a reasonable cost.

The contractor will provide in-service training for preparation prior to any service, including, but not limited to, videos, wall placards and related materials. The contractor will provide a service log with all Material Safety Data (MSD) sheets, product tables, schedules and customer service reports. The contractor will also provide, to the Director of Environmental Services, a Quality Assurance Survey at least every quarter.

The need for the application of chemical pesticides in the kitchen and dishwasher area shall be based on Resolution #46a. Contractor to provide weekly monitoring services for the luncheon and dishwasher areas.

The Albany County Shaker Place Rehabilitation and Nursing Center wishes to modify sections 4.1.C and 4.1.D of the General Overview for their purposes **ONLY**. These modifications shall not apply to other facilities.

4.1.C The contractor will submit with their bid a proposed budget outlining the hourly rate for the service to be provided. After **one (1) month**, the contractor shall meet with the Director of Environmental Services to determine if the hours are sufficient or if a reduction is in order. Any reduction shall result in a cost reduction to the facility. The Director of Environmental Services may act sooner in regard to the changes to the initial schedule if the anticipated results are not achieved.

4.1.D If, in the opinion of the Director of Environmental Services, that the IPM approach is not keeping the pest population within the guidelines of Federal Sanitary Code 487.70(h)(4), then the Director of Environmental Services reserves the right to go the Pest Control Committee and have the contractor apply chemical applications as per Resolution #46a.

HALL OF RECORDS

A preventative pest control program at Albany County Hall Records located at 95 Tivoli Street. This building is 45,080 square feet and houses offices and a warehouse used for records storage.

MONITORING and INSPECTION

On a monthly basis, the entire area will be monitored and inspected by a service technician. The areas of concern are the offices, restrooms, the lunch room and the storage area. The contractor will perform the services at the facility, at a mutually agreeable time, which will be determined after the initial contractor review.

PROJECT LOCATION

THE ALBANY COUNTY HALL OF RECORDS
95 TIVOLI STREET
ALBANY, NY, 12207
Craig Carlson, Executive Director
518-487-5141 - For site visit

ALBANY COUNTY COURT HOUSE

The Albany County Court House is a four (4)-story office complex with a basement and sub-basement, and four (4) elevators. The office occupants are mainly County and State agencies. There is also a small restaurant in the sub-basement. This facility desires maintaining a pest free environment to promote the safety and health of our resident and employee population. The Deputy Commissioner is responsible for all future interactions in this regard.

PROJECT LOCATION

THE ALBANY COUNTY COURT HOUSE
EAGLE AND COLUMBIA STREETS
ALBANY, NY, 12207
David Quinn, Building Maintenance Supervisor
518-487-5361 - For site visit

The County Court House (100,000 sq. ft. total) consists of four (4) floors, a basement, a sub-basement, and a boiler room. The sub basement contains a restaurant. The building contains 51 restrooms, which average 50 square feet. It also contains seven (7) janitor's closets, which average 30 square feet. The boiler room (1,440 sq. ft.) is located in a room below the sub-basement.

The contractor will perform service at the facility at least once per month for a time determined after the initial contractor review. Each month, the Contractor will service all hallways, the basement and sub-basement areas, the restaurant, the janitor's closets and all restrooms. At this time, individual offices need not be serviced. If additional problems arise, they will be serviced on an as needed basis as mutually agreed to by the Contractor and the Facility Superintendent.

ALBANY COUNTY HOCKEY FACILITY

The Albany County Hockey Facility is a one (1)-story building with an offset mechanical level. This facility desires maintaining a pest free environment to promote the safety and health of our employee population. The Facility Administrator is responsible for all future interactions in this regard.

PROJECT LOCATION

THE ALBANY COUNTY HOCKEY FACILITY
18 HOCKEY LANE
LOUDONVILLE, NY, 12211
Paul Hebert, Facility Manager
518-452-7397 - For site visit

The areas to be serviced at the County Hockey Facility include: a skate shop, Four (4) restrooms, main lobby, store room, maintenance closet, Zamboni room, six (6) locker rooms, meeting room and two (2) mechanical rooms.

The contractor will perform service at the facility monthly. The service shall be performed at a time mutually agreed to by both parties. This time may change due to the seasonal schedule of the Hockey Facility. If additional problems arise, they will be serviced on an as needed basis as mutually agreed to by the Contractor and the County.

ALBANY COUNTY CORRECTIONAL FACILITY

The Albany County Correctional Facility is a four (4)-story complex with five (5) elevators and a new mental health area, which totals 400,000 square feet. This facility desires maintaining a pest free environment to promote the safety and health of our resident and employee population. The Maintenance Supervisor is responsible for all future interactions in this regard.

Building Description

ALBANY COUNTY CORRECTIONAL FACILITY
840 ALBANY SHAKER ROAD
ALBANY, NY, 12211
Zach Porto 518-817-1429 for site visit

All inquiries concerning this PD or site visit will be addressed to: Maintenance Supervisor, Zach Porto, 518-817-1429

The contractor will perform service at the facility as called for in the enclosed schedule. At this time, individual offices need not be serviced. If additional problems arise, they will be serviced on an as needed basis as mutually agreed to by the Contractor and the Facility Superintendent.

The Facility proposes to be serviced as per the following tentative schedule, which may be subject to change, upon agreement between the parties:

Frequency: **Weekly Service**
Time of Service: **Day Portion: 12:30 pm to 2:30 pm, Tuesdays**

WEEK #1	East Wing	1st, 2nd, 3rd, and 6th Tiers Hallways, Catwalks and Bullpen
Areas		Cells (upon request) Gyms "A" and "B"

PEST CONTROL, SERVICE SCHEDULE (continued)
Albany County Correctional Facility

WEEK #2	East Wing	4th Tier Hallways, Catwalks and Bullpen
Areas		
		Cells (upon request) Medical Area - 5th Tier - Rooms Pharmacy Mental Health North and South Pods School Area Maintenance Shop - Generator Room, Boiler
House		
		Commissary - Old Library Areas Annex
WEEK #3	West Wing	1st, 2nd, 3rd, 4th and 5th Tiers Hallways, Catwalks and Bullpen
Areas		
		Cells (upon request) 6th, 7th, and 8th Tiers Entrance Areas, Hallways and Catwalks and Bullpen Areas Holding Areas Cage area, Offices, Hallways, etc.
WEEK #4		Food Service Storage Areas, Kitchen Freight Elevator and Pit Bakery Laundry Hallways Old Booking and I.D. Sections Complete Basement Floor - 7th East Tier
	New Building	"A", "B", and "C" Sections Bullpen and Cage Areas Cells (upon request) Visitation Area - Entrances, Reception Area, Waiting and Contact Visit Area School Library, Staff Recreation and Locker Area Control Room Inmate Service Unit - Classification Unit Administrative Offices and Hallways, Captain's & Sergeant's

Frequency: **Weekly Service**
Time of Service: **Days: 12:30 pm to 2:30 pm Tuesdays**

Main Kitchen Area
Bakery, Laundry, Storage Areas and Hallways
All Elevators and Pits
Staff Lounge / Dinette
Annex

Frequency: **Monthly Service**
Time of Service: **Days: 12:30 pm to 2:30 pm, Tuesdays**
[Second Week Each Month]

TOTAL FOOD SERVICE AREAS

Frequency: **Bi Weekly**
Time of Service: **During the day**

Monitor in the following areas:

Business Office
Administration Break Area
Civilian Lunch Room
Boiler House
Stockroom
Lobby Closet

SOCIAL SERVICES
162 WASHINGTON AVENUE

The Albany County Social Services Building is a seven (7)-story office complex with a full basement, two (2) passenger elevators and one (1) freight elevator. There are 14 restrooms, which average 150 square feet, four (4) restrooms which average 100 square feet, four (4) break rooms which average 340 square feet, three (3) break rooms which average 100 square feet, 1 break room which averages 470 square feet, seven (7) electrical closets, which average 100 square feet. The basement area contains several office and meeting rooms, boiler room which is 800 square feet. Main electrical switch room 450 square feet. This facility desires maintaining a pest free environment to promote the safety and health of our employee population.

MONITORING and INSPECTION

On a monthly basis, the entire area will be monitored and inspected by a service technician. The areas of concern are the Restrooms, the Break Rooms and Storage Areas. The contractor will perform the services at the facility, at a mutually agreeable time, which will be determined after the initial contractor review.

PROJECT LOCATION

Albany County Department of Social Services
162 Washington Ave.
Albany, NY 12210
Don Ballard or Tom Stover
518-447-5562– For site visit

ALBANY COUNTY BOARD OF ELECTIONS, MENTAL HEALTH, AND CAC CENTER
224-260 SOUTH PEARL STREET

Albany County Board of Elections is located at 224 South Pearl Street adjacent to the Albany County Mental Health Department. It is a one (1)-story office complex with no basement. There are four (4) restrooms averaging 165 square feet and two (2) mechanical rooms. The total area of the facility is 27,400 square feet. This facility desires maintaining a pest free environment to promote the safety and health of our employee population.

MONITORING and INSPECTION

On a monthly basis, the entire area will be monitored and inspected by a service technician. The areas of concern are the Restrooms, the Reception Area and Offices. The contractor will perform the services at the facility, at a mutually agreeable time, which will be determined after the initial contractor review.

The Albany County Mental Health Department Building is a two (2) story office complex with no basement, (1) one ADA elevator. There are four (4) restrooms, two (2) of the four (4) are large that average 264 square feet each, and the other two (2) are smaller and average 65 square feet. The reception area is approximately 500 square feet. There is a utility room, water service room, and maintenance storage room. The Mental Health portion of this building is approximately 19,107 square feet. This facility desires maintaining a pest free environment to promote the safety and health of our employee population.

MONITORING and INSPECTION

On a monthly basis, the entire area will be monitored and inspected by a service technician. The areas of concern are the Restrooms, the Break Rooms and Storage Areas. The contractor will perform the services at the facility, at a mutually agreeable time, which will be determined after the initial contractor review.

The Child Advocacy Center (CAC) is approximately 8,500 square feet of single story office space located adjacent to the Board of Elections.

MONITORING and INSPECTION

On a monthly basis, the entire area will be monitored and inspected by a service technician. The areas of concern are the restrooms, the break rooms and storage areas. The contractor will perform services at the facility, at a mutually agreed upon time, which will be determined after the initial contractor review.

PROJECT LOCATION

Albany County, Board of Elections, Mental Health, and CAC
224-260 South Pearl Street
Albany, NY
Don Ballard or Tom Stover
518-447-5562– For site visit

ALBANY COUNTY HEALTH DEPARTMENT
175 GREEN STREET

The Albany County Health Department Building is a two (2)-story office complex with a full basement, one (1) passenger elevator. There are 13 restrooms, which average 145 square feet. The reception areas average 3,000 square feet. There is a full basement area, which contains a boiler room, and additional storage areas. The building is approximately 47,500 square feet. This facility desires maintaining a pest free environment to promote the safety and health of our employee population.

MONITORING and INSPECTION

On a monthly basis, the entire area will be monitored and inspected by a service technician. The areas of concern are the Restrooms, the Break Rooms and Storage Areas. The contractor will perform the services at the facility, at a mutually agreeable time, which will be determined after the initial contractor review.

PROJECT LOCATION

Albany County Department of Health
175 Green Street
Albany, NY
Don Ballard or Tom Stover
518-447-5562 - For site visit

ALBANY COUNTY JUDICIAL CENTER

The Albany County Judicial Center is a four (4)-story office complex with a basement and HVAC room, and four (4) elevators. The office occupants are mainly County and State agencies. This facility desires maintaining a pest free environment to promote the safety and health of our resident and employee population. The Deputy Commissioner is responsible for all future interactions in this regard.

PROJECT LOCATION

THE ALBANY COUNTY JUDICIAL CENTER
6 LODGE STREET
ALBANY, NY, 12207
David Quinn, Building Maintenance Supervisor
518-487-5361 - For site visit

The Judicial Center (92,000 sq. ft. total) consists of four (4) floors, a basement (two (2) locker rooms, nine (9) holding cells, with a toilet in each), and boiler room. The building contains eight (8) public restrooms, which average 144 square feet. The building also contains 19 private restrooms, which average 49 square feet. It also contains five (5) janitor's closets, which average 30 square feet. The main entrance area, reception area averages 2,156 square feet. The boiler room is located in a room below the basement.

The contractor will perform service at the facility at least once per month for a time determined after the initial contractor review. Each month, the Contractor will service all hallways, the basement and HVAC area, the janitor's closets and all restrooms. At this time, individual offices need not be serviced. If additional problems arise, they will be serviced on an as needed basis as mutually agreed to by the Contractor and the County.

WILLIAM RICE EXTENSION CENTER, 24 MARTIN ROAD, VOORHEESVILLE

The William Rice Extension Center is a two (2)-story office building which houses the Albany County Sheriff's Patrol Station on the lower floor (basement). The main or upper floor houses Cornell Cooperative Extension, USDA Farm Service Agency, Albany County Soil & Water Conservation District and the Albany County Sheriff's Office EMS Unit. This facility desires maintaining a pest free environment to promote the safety and health of employees and customers. The maintenance supervisor is responsible for all future interaction in this regard.

The lower floor (basement) is 5,000 square feet total with 3,816 sq. ft. of office space and 1,184 sq. ft. of dead storage space. There are two (2) bathrooms on this floor. The main or upper floor is 16,000 sq. ft. in total. There are four bathrooms on this floor totaling 580 sq. ft. A maintenance room is 440 sq. ft. on this floor as well.

PROJECT LOCATION

William Rice Extension Center
PO Box 497, 24 Martin Road
Voorheesville, NY 12186
Don Ballard or Tom Stover
518-447-5562- For site visit

The contractor will perform service at this facility on a monthly basis after an initial contractor review. The contractor will service all areas of the facility on both floors. If additional problems arise, they will be serviced on an as needed basis as mutually agreed upon by the contractor and the County.

ALBANY COUNTY FAMILY COURT BUILDING

The Albany County Family Court Building is a 90,000 square foot building, with two (2) floors and a basement. The basement consists of a jail and parking garage along with some office space and locker rooms. The first floor is all clerk's office and county offices and on the third floor there are eight (8) courtrooms, chambers and public waiting rooms. There are approximately 40 toilets, two (2) showers and 12 kitchenettes along with three (3) large break rooms.

PROJECT LOCATION

Albany County Family Court
30 Clinton Ave.
Albany, NY 12207
David Quinn, 518-487-5361 - For site visit

The contractor will perform service at the facility at least once per month for a time determined after the initial contractor review. Each month, the Contractor will service all areas as deemed necessary. At this time, individual offices need not be serviced. If additional problems arise, they will be serviced on an as needed basis as mutually agreed to by the Contractor and the County.

ALBANY COUNTY SHERIFF'S DEPARTMENT

The Albany County Family Court Building is a 90,000 square foot building, with two (2) floors and a basement. The basement consists of a jail and parking garage along with some office space and locker rooms. The first floor is all clerk's office and county offices and on the third floor there are 8 courtrooms, chambers and public waiting rooms. There are approximately 40 toilets, two (2) showers and 12 kitchenettes along with three (3) large break rooms.

PROJECT LOCATION

Albany County Patrol Station
58 Verda Avenue
Clarksville, NY 12041

Communications Center
26 Olive Street
Clarksville, NY 12041

Eric Burns, 518-655-7807 - For site visit

PROJECT LOCATION

Albany County E911 Communications Building
449 New Salem Road
Voorheesville, NY 12186
Dennis Wood, 518-655-7848 - For site visit

PROJECT LOCATION

Albany County
21 Voorheesville Avenue
Voorheesville, NY 12186
Dennis Wood, 518-655-7848 - For site visit

The contractor will perform service at the facility at least once per month for a time determined after the initial contractor review. Each month, the Contractor will service all areas as deemed necessary. At this time, individual offices need not be serviced. If additional problems arise, they will be serviced on an as needed basis as mutually agreed to by the Contractor and the County.

LAWSON LAKE CARETAKER HOUSE

The Albany County Lawson Lake Caretaker House is a two story residential wood structure utilized as an office and welcome center. This facility desires maintaining a pest free environment to promote the safety and health of our employee population.

PROJECT LOCATION

Lawson Lake Caretaker House
2772 Lawson Lake Road
Feura Bush NY 12067
Don Ballard or Tom Stover
518-447-5562 - for site visit

The contractor will perform service at the facility monthly. Interior and Exterior areas to be serviced and inspected. Inspection and treatments for all warrantied pests, interior spot treatments to affected areas, Exterior treatments around windows, doors, foundation. Installation or inspection of all rodent control devices, re-bait as necessary. Inspect and treat any and all WOB nest that are visible and within 15 feet of ground. If additional problems arise, they will be serviced on an as needed basis as mutually agreed to by the Contractor and the County.

ALBANY COUNTY WATER PURIFICATION DISTRICT

The Albany County Water Purification District consists of two (2) administration buildings, a 12,000 square foot building at the North Plant, and a 5,000 square foot building at the South Plant. Two (2) Solids buildings, an 8,000 square foot building at the North Plant, and a 17,000 square foot building at the South Plant. 2 Preliminary Treatment buildings, a 16,000 square foot building at the North Plant, and a 7,000 square foot building at the South Plant. With nine (9) bathrooms, three (3) Janitor closets, and four (4) break rooms.

PROJECT LOCATION

Albany County Water Purification District North Plant
1 Canal Road South
Albany, NY 12204
David Klee, 602-290-1215 – For site visit

PROJECT LOCATION

Albany County Water Purification District South Plant
209 Church Street
Albany, NY 12202
David Klee, 602-290-1215 – For site visit

The contractor will perform service at the facility two (2) times per month for the initial three (3) months, followed by one (1) time per month thereafter. Consisting of drop ceiling trap and removal, UV light traps for flying insects, ant baits and outside poison stations.

ANN LEE WHITE HOUSE

The Albany County Ann Lee White House is a one story residential wood structure utilized as an office and public service center. This facility desires maintaining a pest free environment to promote the safety and health of our employee population.

PROJECT LOCATION

Ann Lee White House
114 Heritage Lane,
Colonie, NY 12205
Don Ballard or Tom Stover
518-447-5562 - for site visit

The contractor will perform service at the facility monthly. Interior and Exterior areas to be serviced and inspected. Inspection and treatments for all warrantied pests, interior spot treatments to affected areas, Exterior treatments around windows, doors, foundation. Installation or inspection of all rodent control devices, re-bait as necessary. Inspect and treat any and all WOB nest that are visible and within 15 feet of ground. If additional problems arise, they will be serviced on an as needed basis as mutually agreed to by the Contractor and the County.

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: May 1, 2024

Re: RFB 2024-015 Albany County Pest Control Services

I have reviewed the bids received for RFB 2024-015 Albany County Pest Control Services. I recommend awarding the DGS sites to Attention Pest Solutions and PestMaster Services as noted on the RFB 2024-015 Bid Tabulation.

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

DML:tas

From:	Harris, Tina
To:	Cronin, Kayla
Subject:	FW: RFB-2024-015, Pest Control Services
Date:	Thursday, May 2, 2024 12:58:59 PM
Attachments:	image001.png 2024-015 Pest Control Bid Tabulation Low Bid.xls

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Attention Pest Solutions is the recommendation for the locations listed below as they were the lowest vendor to submit.

Sheriff's Patrol Station 58 Verda
Sheriff's E911 Communication Center
Sheriff's Communication Center- 26 Olive Street
Sheriff's Ambulance EMS 21 Voorheesville
Albany County Sheriff's Office Fox Creek Road Medusa

From: Cronin, Kayla <Kayla.Cronin@albanycountyny.gov>
Sent: Thursday, May 2, 2024 12:50 PM
To: Atlas, Justin <Justin.Atlas@albanycountyny.gov>; Hebert, Paul <Paul.Hebert@albanycountyny.gov>; Donaldson, Cathy <Cathy.Donaldson@albanycountyny.gov>; Wood, Dennis <Dennis.Wood@albanycountyny.gov>; Harris, Tina <Tina.Harris@albanycountyny.gov>
Subject: RE: RFB-2024-015, Pest Control Services

Good afternoon,

Just following up to the request below.

Please send a response ASAP. A recommendation in the text of an email is sufficient.

Thank you,

Kayla Cronin
Specification Technician
Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207
tel 518.447.5585
fax 518.447.5588
kayla.cronin@albanycountyny.gov
www.albanycounty.com

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From: Cronin, Kayla
Sent: Wednesday, May 1, 2024 10:58 AM
To: Stover, Thomas <Thomas.Stover@albanycountyny.gov>; Latina, David <David.Latina@albanycountyny.gov>; Ballard, Donald R. Jr. (Father) <Donald.R.Ballard@albanycountyny.gov>; Quinn, David <David.Quinn@albanycountyny.gov>; Carlson, Craig <Craig.Carlson@albanycountyny.gov>; Atlas, Justin <Justin.Atlas@albanycountyny.gov>; Hebert, Paul <Paul.Hebert@albanycountyny.gov>; Donaldson, Cathy <Cathy.Donaldson@albanycountyny.gov>; Wood, Dennis <Dennis.Wood@albanycountyny.gov>; Harris, Tina <Tina.Harris@albanycountyny.gov>
Subject: RFB-2024-015, Pest Control Services

Good morning,

Attached you will find the tabulation for RFB-2024-015 Pest Control Services.

Please review the pricing for your facilities and send me the recommendation as soon as you are able.

Thank you,

Kayla Cronin
Specification Technician
Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207
tel 518.447.5585
fax 518.447.5588
kayla.cronin@albanycountyny.gov
www.albanycounty.com

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From:	Carlson, Craig
To:	Cronin, Kayla
Subject:	RE: RFB-2024-015, Pest Control Services
Date:	Wednesday, May 1, 2024 11:39:56 AM
Attachments:	image001.png

Kayla,
We concur and recommend Attention Pest based on their bid for the Hall of Records.

Craig A. Carlson
Deputy Albany County Clerk
Director, Albany County Hall of Records
Craig.Carlson@albanycountyny.gov
518-487-5141

From: Cronin, Kayla <Kayla.Cronin@albanycountyny.gov>
Sent: Wednesday, May 1, 2024 10:58 AM
To: Stover, Thomas <Thomas.Stover@albanycountyny.gov>; Latina, David <David.Latina@albanycountyny.gov>; Ballard, Donald R. Jr. (Father) <Donald.R.Ballard@albanycountyny.gov>; Quinn, David <David.Quinn@albanycountyny.gov>; Carlson, Craig <Craig.Carlson@albanycountyny.gov>; Atlas, Justin <Justin.Atlas@albanycountyny.gov>; Hebert, Paul <Paul.Hebert@albanycountyny.gov>; Donaldson, Cathy <Cathy.Donaldson@albanycountyny.gov>; Wood, Dennis <Dennis.Wood@albanycountyny.gov>; Harris, Tina <Tina.Harris@albanycountyny.gov>
Subject: RFB-2024-015, Pest Control Services

Good morning,

Attached you will find the tabulation for RFB-2024-015 Pest Control Services.

Please review the pricing for your facilities and send me the recommendation as soon as you are able.

Thank you,

Kayla Cronin
Specification Technician
Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207
tel 518.447.5585
fax 518.447.5588
kayla.cronin@albanycountyny.gov
www.albanycounty.com

From:	Atlas, Justin
To:	Cronin, Kayla
Subject:	RE: RFB-2024-015, Pest Control Services
Date:	Thursday, May 2, 2024 3:34:13 PM
Attachments:	image003.png image001.png

Kayla,

As Attention Pest Solutions is the lowest bidder, it is my recommendation to go with their bid.

Thank you.

-

Justin Atlas
Commissioner
Albany County
Parks & Recreation
390 New Salem Rd.
Voorheesville, NY 12186
tel 518.655.7907
www.albanycounty.com

ALBANY COUNTY
PARKS & RECREATION

From: Cronin, Kayla <Kayla.Cronin@albanycountyny.gov>
Sent: Thursday, May 2, 2024 12:50 PM
To: Atlas, Justin <Justin.Atlas@albanycountyny.gov>; Hebert, Paul <Paul.Hebert@albanycountyny.gov>; Donaldson, Cathy <Cathy.Donaldson@albanycountyny.gov>; Wood, Dennis <Dennis.Wood@albanycountyny.gov>; Harris, Tina <Tina.Harris@albanycountyny.gov>
Subject: RE: RFB-2024-015, Pest Control Services

Good afternoon,

Just following up to the request below.

Please send a response ASAP. A recommendation in the text of an email is sufficient.

Thank you,

Kayla Cronin
Specification Technician
Albany County Division of Purchasing

112 State Street, Room 1000
Albany, NY 12207
tel 518.447.5585
fax 518.447.5588
kayla.cronin@albanycountyny.gov
www.albanycounty.com

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From: Cronin, Kayla
Sent: Wednesday, May 1, 2024 10:58 AM
To: Stover, Thomas <Thomas.Stover@albanycountyny.gov>; Latina, David <David.Latina@albanycountyny.gov>; Ballard, Donald R. Jr. (Father) <Donald.R.Ballard@albanycountyny.gov>; Quinn, David <David.Quinn@albanycountyny.gov>; Carlson, Craig <Craig.Carlson@albanycountyny.gov>; Atlas, Justin <Justin.Atlas@albanycountyny.gov>; Hebert, Paul <Paul.Hebert@albanycountyny.gov>; Donaldson, Cathy <Cathy.Donaldson@albanycountyny.gov>; Wood, Dennis <Dennis.Wood@albanycountyny.gov>; Harris, Tina <Tina.Harris@albanycountyny.gov>
Subject: RFB-2024-015, Pest Control Services

Good morning,

Attached you will find the tabulation for RFB-2024-015 Pest Control Services.

Please review the pricing for your facilities and send me the recommendation as soon as you are able.

Thank you,

Kayla Cronin
Specification Technician
Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207
tel 518.447.5585
fax 518.447.5588
kayla.cronin@albanycountyny.gov
www.albanycounty.com

Albany County Request for Contract Approval

Contract #	2024-1944
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	A1345 - Central Purchasing
Date Submitted	Thursday, May 2, 2024
Contact Person	Cronin, Kayla
Contact Phone	1 (518) 447-5585
Vendor Info	Pestmaster 15 Barbarossa Lane, Kingston , NY 12401
Estimated Amount	$54,412.24
Estimated Term	7/1/2024 to 6/30/2027 (Approximately 35 months)
Scope of Services	Pest control services for various County facilities.
Budget Line Item	AA3150 - 2 - 44071
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

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

DANIEL P. McCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham Chairwoman of the Legislature
Hon. Bruce Hidley, County Clerk,

FROM: Pamela O Neill, Purchasing Agent Pamela

DATE: May 2, 2024

RE: Contract Request ID #2024-1944

The Purchasing Division respectfully requests approval of the referenced contract for Pestmaster to provide Pest Control Services for various Albany County departments during the term 7/1/2024-6/30/2027. Pestmaster is the apparent low, responsible and responsive bidder.

Albany County Pest Control Services
BID TABULATION
Bid #2024-015

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
Mercantile Building-Probation									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.50	$55.00	$110.00	0.50	$57.88	$115.75
10 months of the first year	0.30	$39.00	$390.00	0.50	$55.00	$550.00	0.50	$38.58	$385.80
Second Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Third Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			**$1,404.00**			**$1,980.00**			**$1,427.48**
% mark up materials cost			0%			0%			0%
162 Washington Ave.-Social Services									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.50	$55.00	$110.00	0.50	$57.88	$115.76
10 months of the first year	0.30	$39.00	$390.00	0.50	$55.00	$550.00	0.50	$38.58	$385.80
Second Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Third Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			**$1,404.00**			**$1,980.00**			**$1,427.48**
% mark up materials cost			0%			0%			0%
Court House									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.50	$55.00	$110.00	0.50	$57.88	$115.76

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
10 months of the first year	0.30	$39.00	$390.00	0.50	$55.00	$550.00	0.50	$38.58	$115.76
Second Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$385.80
Third Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00			$1,980.00			$1,427.48
% mark up materials cost			0%			0%			0%

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
95 Tivoli Street-Hall of Records									
First 60 days (two months) first year	0.30	$39.00	$78.00	1.00	$110.00	$220.00	0.50	$57.88	$115.76
10 months of the first year	0.30	$39.00	$390.00	1.00	$110.00	$1,100.00	0.50	$38.58	$385.80
Second Year	0.30	$39.00	$468.00	1.00	$110.00	$1,320.00	0.50	$38.58	$462.96
Third Year	0.30	$39.00	$468.00	1.00	$110.00	$1,320.00	0.50	$38.58	$462.96
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			**$1,404.00**			**$3,960.00**			**$1,427.48**
% mark up materials cost			0%			0%			0%
112 State Street-Co. Office Bldg.									
First 60 days (two months) first year	6.50	$507.00	$1,014.00	2.00	$220.00	$440.00	1.00	$176.68	$347.36
10 months of the first year	6.50	$507.00	$5,070.00	2.00	$220.00	$2,220.00	1.00	$176.68	$1,736.80
Second Year	6.50	$507.00	$6,084.00	2.00	$220.00	$2,640.00	1.00	$154.38	$1,852.56
Third Year	6.50	$507.00	$6,084.00	2.00	$220.00	$2,640.00	1.00	$154.38	$1,852.00
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			**$18,252.00**			**$7,940.00**			**$5,789.28**
% mark up materials cost			0%			0%			0%
Shaker Place Rehabilitation and Nursing									
First 60 days (two months) first year	18.00	$1,404.00	$2,808.00	8.00	$880.00	$1,760.00	4.00	$639.98	$1,279.96
10 months of the first year	18.00	$1,404.00	$14,040.00	8.00	$880.00	$8,800.00	4.00	$639.68	$6,399.80

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
Second Year	18.00	$1,404.00	$16,848.00	8.00	$880.00	$10,560.00	4.00	$639.98	$7,679.76
Third Year	18.00	$1,404.00	$16,848.00	8.00	$880.00	$10,560.00	4.00	$639.98	$7,679.76
Materials Cost	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			**$50,544.00**			**$31,680.00**			**$23,039.28**
% mark up materials cost			0%			0%			0%

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
Correctional Facility									
First 60 days (two months) first year	10.00	$780.00	$1,560.00	3.00	$330.00	$660.00	1.00	$239.98	$479.96
10 months of the first year	10.00	$780.00	$7,800.00	3.00	$330.00	$3,330.00	1.00	$239.98	$2,399.80
Second Year	10.00	$780.00	$9,360.00	3.00	$330.00	$3,960.00	1.00	$239.98	$2,879.76
Third Year	10.00	$780.00	$9,360.00	3.00	$330.00	$3,960.00	1.00	$239.98	$2,879.76
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			**$28,080.00**			**$11,910.00**			**$8,639.28**
% mark up materials cost			0%			0%			0%
Hockey Facility									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.50	$55.00	$110.00	1.00	$77.18	$154.36
10 months of the first year	0.30	$39.00	$390.00	0.50	$55.00	$550.00	1.00	$77.18	$771.80
Second Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	1.00	$57.88	$694.56
Third Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	1.00	$57.88	$694.56
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			**$1,404.00**			**$1,980.00**			**$2,315.28**
% mark up materials cost			0%			0%			
6 Lodge Street-Justice Building									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.50	$55.00	$110.00	1.00	$77.18	$154.36
10 months of the first year	0.30	$39.00	$390.00	0.50	$55.00	$550.00	1.00	$77.18	$771.80
Second Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	1.00	$57.88	$694.56

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
Third Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	1.00	$57.88	$694.56
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00			$1,980.00			$2,315.28
% mark up materials cost			0%			0%			0%

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
224-260 S. Pearl Street - Mental Health, Board of Elections, CAC									
First 60 days (two months) first year	0.45	$58.00	$116.00	$0.50	$55.00	$110.00	0.50	$38.58	$77.16
10 months of the first year	0.45	$58.00	$580.00	$0.50	$55.00	$550.00	0.50	$38.58	$385.80
Second Year	0.45	$58.00	$696.00	$0.50	$55.00	$660.00	0.50	$38.58	$462.96
Third Year	0.45	$58.00	$696.00	$0.50	$55.00	$660.00	0.50	$38.58	$462.96
Materials Cost	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			**$2,088.00**			**$1,980.00**			**$1,388.88**
% mark up materials cost			0%			0%			0%
Water Purification District North Plant, 1 Canal Road South									
First 60 days (two months) first year	2.50	$195.00	$390.00	2.00	$220.00	$440.00	0.50	$38.58	$77.16
10 months of the first year	1.50	$117.00	$1,170.00	1.00	$110.00	$1,210.00	0.50	$38.58	$385.80
Second Year	1.50	$117.00	$1,404.00	1.00	$110.00	$1,320.00	0.50	$38.58	$462.96
Third Year	1.50	$117.00	$1,404.00	1.00	$110.00	$1,320.00	0.50	$38.58	$462.96
Materials Cost	$0.00	$0.00	$0.00	$350.00	$350.00	$350.00	$0.00	$0.00	$0.00
Total All			**$4,368.00**			**$4,640.00**			**$1,388.88**
% mark up materials cost			0%			0%			0%
Water Purification District South Plant, 209 Church									
First 60 days (two months) first year	2.00	$156.00	$312.00	2.00	$220.00	$440.00	0.50	$38.58	$77.16
10 months of the first year	1.00	$78.00	$780.00	1.00	$110.00	$1,210.00	0.50	$38.58	$385.80
Second Year	1.00	$78.00	$936.00	1.00	$110.00	$1,320.00	0.50	$38.58	$462.96

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
Third Year	1.00	$78.00	$936.00	1.00	$110.00	$1,320.00	0.50	$38.58	$462.96
Materials Cost	0.00	$0.00	$0.00	$0.00	$350.00	$350.00	$0.00	$0.00	$0.00
Total All			$2,964.00			$4,640.00			**$1,388.88**
% mark up materials cost			0%			0%			0%

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
175 Green St.-Health Dept.									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.50	$55.00	$110.00	0.50	$38.58	$77.16
10 months of the first year	0.30	$39.00	$390.00	0.50	$55.00	$550.00	0.50	$38.58	$385.80
Second Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Third Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Materials Cost	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00			$1,980.00			$1,388.88
% mark up materials cost			0%			0%			0%
William Rice Center									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.75	$82.50	$165.00	1.00	$77.18	$154.36
10 months of the first year	0.30	$39.00	$390.00	0.75	$82.50	$825.00	1.00	$57.88	$578.80
Second Year	0.30	$39.00	$468.00	0.75	$82.50	$990.00	1.00	$57.88	$694.56
Third Year	0.30	$39.00	$468.00	0.75	$82.50	$990.00	1.00	$57.88	$694.56
Materials Cost	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00			$2,970.00			$2,112.28
% mark up materials cost			0%			0%			0%
Ann Lee White House									
First 60 days (two months) first year	0.30	$39.00	$78.00	$0.50	$55.00	$110.00	0.50	$38.58	$77.16
10 months of the first year	0.30	$39.00	$390.00	$0.50	$55.00	$550.00	0.50	$38.58	$385.80
Second Year	0.30	$39.00	$468.00	$0.50	$55.00	$660.00	0.50	$38.58	$462.96

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
Third Year	0.30	$39.00	$468.00	$0.50	$55.00	$660.00	0.50	$38.58	$462.96
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00			$1,980.00			$1,388.88
% mark up materials cost			0%			0%			0%

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
Albany County Family Court Building									
First 60 days (two months) first year	0.35	$45.50	$91.00	0.50	$55.00	$110.00	1.00	$77.18	$154.36
10 months of the first year	0.35	$45.50	$455.00	0.50	$55.00	$550.00	0.50	$57.88	$578.80
Second Year	0.35	$45.50	$546.00	0.50	$55.00	$660.00	0.50	$57.88	$694.56
Third Year	0.35	$45.50	$546.00	0.50	$55.20	$660.00	0.50	$57.88	$694.56
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,638.00			$1,980.00			$2,122.28
% mark up materials cost			0%			0%			0%
Sheriff's Patrol Station 58 Verda									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.75	$82.50	$165.00	0.50	$57.88	$115.76
10 months of the first year	0.30	$39.00	$390.00	0.75	$82.50	$825.00	0.50	$38.58	$385.80
Second Year	0.30	$39.00	$468.00	0.75	$82.50	$990.00	0.50	$38.58	$462.96
Third Year	0.30	$39.00	$468.00	0.75	$82.50	$990.00	0.50	$38.58	$462.96
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00			$2,970.00			$1,466.08
% mark up materials cost			0.00%			0.00%			0%
Sheriff's E911 Communication Center									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.50	$55.00	$110.00	0.50	$57.88	$115.76
10 months of the first year	0.30	$39.00	$390.00	0.50	$55.00	$550.00	0.50	$38.58	$385.80
Second Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
Third Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$4,626.96
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00		$55.00	$1,980.00			$1,466.08
% mark up materials cost			0.00%			0.00%			0%
Sheriff's Communication Center- 26 Olive Street									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.50	$55.00	$110.00	0.50	$57.88	$115.76
10 months of the first year	0.30	$39.00	$390.00	0.50	$55.00	$550.00	0.50	$38.58	$385.80
Second Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Third Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00		$	$1,980.00			$1,466.08
% mark up materials cost			0%			0.00%			0%
Sheriff's Ambulance EMS 21 Voorheesville									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.50	$55.00	$110.00	0.50	$57.88	$115.76
10 months of the first year	0.30	$39.00	$390.00	0.50	$55.00	$550.00	0.50	$38.58	$385.80
Second Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Third Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Materials Cost	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00			$1,980.00			$1,466.08
% mark up materials cost			0%			0%			0%

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
Lawson's Lake Caretaker House									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.50	$55.00	$110.00	0.50	$57.88	$115.76
10 months of the first year	0.30	$39.00	$390.00	0.50	$55.00	$550.00	0.50	$38.58	$385.80
Second Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Third Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00			$1,980.00			$1,466.08
% mark up materials cost			0%			0%			0%
Albany County Sheriff's Office Fox Creek Road Medusa									
First 60 days (two months) first year	0.30	$39.00	$78.00	0.50	$55.00	$110.00	0.50	$57.88	$115.76
10 months of the first year	0.30	$39.00	$390.00	0.50	$55.00	$550.00	0.50	$38.58	$385.80
Second Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Third Year	0.30	$39.00	$468.00	0.50	$55.00	$660.00	0.50	$38.58	$462.96
Materials Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total All			$1,404.00			$1,980.00			$1,466.08
% mark up materials cost			0.00%			0%			0%
TOTAL COST 3 YEARS ALL FACILITIES			$128,994.00			$99,000.00			$67,793.76

Building	Attention Pest Solutions			JC Ehrlich Co., Inc.			Pestmaster		
	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals	Est. Hours per month	Monthly Fees	Totals
Entomologist Hourly Rate		$275.00		$0.00	$0.00	$0.00		$90.00	
Supervisors Hourly Rate		$185.00			$110.00	$0.00		$60.00	
Technician Hourly Rate		$78.00		$25.00	$110.00	$2,750/month		$38.60	
Bed bug treatment price per square foot	$0.95			$1.50	$450.00 Minimum		$1.00		

Total Bid Amount:	$19,890.00	Total Bid Amount:	$44,412.24
Total Award with $5,000 added for incidental costs:	$24,890.00	Total Award with $10,000 added for incidental costs:	$54,412.24

Integrated Pest Management Program

PestMaster

QualityPro
the mark of excellence

GREENPRO
CERTIFIED
PEST MANAGEMENT

Pest
YOUR PARTNER IN PEST CONTROL

Cover Letter

Pestmaster of the Capital Region and Hudson Valley was formed in 1999 by Paul and Amy Alley. Our goal was and still is to provide the most effective pest management with an earnest concern for the environment. Over the years Paul Alley and Pestmaster have been at the forefront of our industry in learning and leading the way into what are now considered common standard operating procedures for our industry. Over our 25 years of experience, Paul Alley and Pestmaster are one of a handful of NY companies that offer canine bed bug detection. Paul Alley is an Associate Certified Entomologist. Through our Vision Statement:

The Pestmaster vision is simple: We want to be the most effective and sought after Pest management provider in the world.

Additionally, through our Mission Statement:

The Pestmaster mission is to become a household name and the gold standard of pest management. To accomplish that goal, we will remain focused on making a positive impact on the lives of our customers by providing education, innovative services and industry leading customer service that prioritizes customer's peace of mind above all else.

We offer an extensive resume and have managed contracts with a similar scope-of-services to yours, including being the incumbent provider for Integrated Pest Management for Ulster County and Sullivan County.

Our operations team brings experience along with products, methodology, and techniques for solving tough problems like yours. Our team looks forward to collaborating with you on solutions so that we can create a custom plan that delivers effective results, while maintaining the highest standards for quality control, record keeping, and schedules.

Pestmaster looks forward to the opportunity to earn your business and your trust. Should you have any questions about the items in this proposal, or require any additional information, please contact our President Paul Alley – pestmasterny@aol.com 845-340-9700.

Paul Alley, President

Introduction

Pestmaster, a **QualityPro** and **GreenPro** certified firm, has an established history as leaders in pest management. Pestmaster was established in April 1979 and shares a vision of providing the most effective services possible. Through our Vision Statement:

The Pestmaster vision is simple: We want to be the most effective and sought-after Pest management provider in the world.

Additionally, through our Mission Statement:

The Pestmaster mission is to become a household name and the gold standard of pest management. To accomplish that goal, we will remain focused on making a positive impact on the lives of our customers by providing education, innovative services and industry-leading customer service that prioritizes customers' peace of mind above all else.

We offer an extensive resume and have managed contracts with a similar scope-of-services to yours. Our operations team brings experience along with products, methodology, and techniques for solving tough problems like yours. Our team looks forward to collaborating with you on solutions so that we can create a custom plan that delivers effective results, while maintaining the highest standards for quality control, record keeping, and schedules. Pestmaster intends to perform all the services requested. Should Pestmaster be awarded this opportunity, it is our intention to enter into an agreement under the terms and conditions set forth in this solicitation.

Pestmaster looks forward to the opportunity to earn your business and your trust. Should you have any questions about the items in this proposal, or require any additional information, please contact our President Paul Alley.

Integrated Pest Management Program

Definition of Integrated Pest Management (IPM)

IPM is a pest management strategy that combines different **methods of control** to keep pests within a desired **threshold** (maximum desired level of pests) using the **least necessary** quantity of pesticides. IPM includes preventive and corrective approaches through cultural, mechanical, biological, physical, and chemical controls, along with monitoring and client education.

The thresholds may be based on aesthetic, health, economic, or safety considerations. Their levels will depend on the Pest Prevention Specialist risk analysis per customer, per area. In many situations it will not be a preset number.

In some case scenarios, pesticide usage will be the first method implemented, but in the majority of situations it will be used in the minimum amount necessary and our last resource. It will be used in combination with other control methods. Pestmaster focuses on a targeted application, using pesticides only when and where needed, reducing risks of intoxication and environmental contamination.

Cultural Control

It encompasses changes in the environment to suppress pests. It includes changes in temperature, humidity, wind, and lighting.

Examples of physical control:

- Changing outdoor lamps from LED to low-pressure sodium-vapor types that are less attractive to flying insects towards the facility.
- Freezing incoming goods that arrive infested stop the spread of stored product pests indoors.
- Using heat/steam to control bed bugs.
- Reduction of humidity levels to suppress mite infestations.

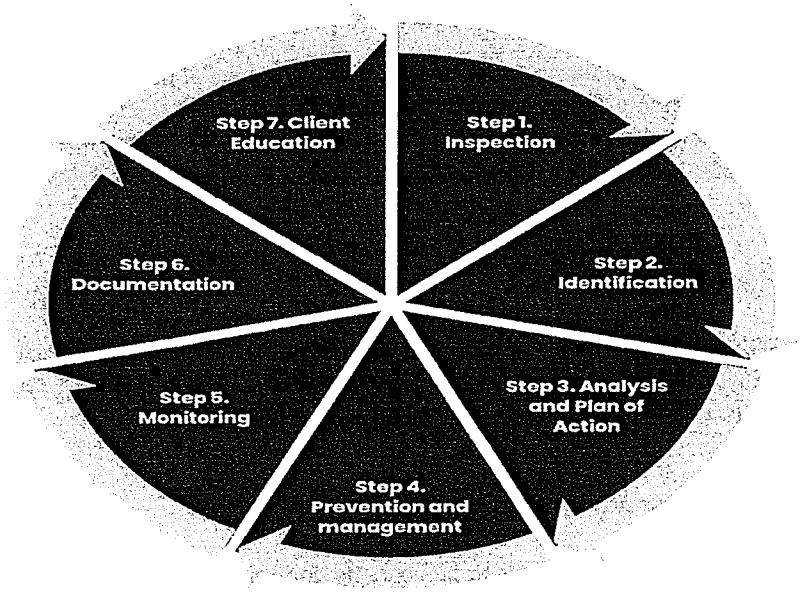
Chemical Control

It is the use of pesticides to prevent or control pest infestations. In IPM, pesticides are used only when needed and in combination with other approaches for more effective, long-term control. With IPM, less toxic and more selective pesticides will be used in targeted applications, whenever possible to minimize people, animals, and non-target organisms' exposures, and the environment contamination.

Why IPM is Important

Integrated Pest Management (IPM) is a proactive approach that takes careful consideration of all available pest control techniques and appropriate preventive measures to discourage the development of pest populations and keep pesticides and other interventions to levels that are economically justified and reduce risk to human health and the environment.

To follow a true IPM program, we service all customers following Pestmaster's 7 Steps of IPM:



Step 1. Inspection

Whenever possible, our approach will be to choose non-chemical or least toxic methods first. As needed, we will integrate or progress to conventional methods, always considering products with lower toxicity. Typically, IPM starts with cultural control, followed by mechanical, physical, biological methods, and then chemical control.

Mechanical methods may be used (such as trapping, vacuuming, screening, caulking, removing harborage and other exclusion methods mentioned earlier). If these are not practical or possible, we will then consider chemical options, starting with the least toxic alternatives like exempt products and targeted applications with granular or gel baits, and ending with the more traditional application of pesticides. Traditional pesticides are used only when all other options are exhausted.

Step 5. Monitoring

It is the collection of data over a period to inform if an infestation is present, the type of pest, its level of infestation, and possibly where they are coming from. Monitoring also helps determine if the control measures are effective through time or need adjusting. Devices like glue boards, insect light traps, ovitraps (for mosquitoes), rodent monitoring stations can be used for monitoring purposes. In many cases, a site map identifying these traps and their locations will be created to help with data collection and report creation.

Monitoring also includes inspection and will happen after the initial services.

Step 6. Documentation

An important part of IPM is documenting activities performed in the service tickets, reviewing pest sighting logs, and providing clients with documents with pre/ post-service instructions, along with tips on how to prevent pests. Other documents that can be provided to clients include service agreements, inspection reports, trending reports, IPM plan, pesticide logs, etc.

Step 7. Client Education

At Pestmaster, our communication process happens verbally and through documentation Before, during, and after services. Client education is a vital portion of IPM, since many sanitation and exclusion approaches should be performed by the client to support the control methods implemented by Pestmaster.
During our client education step, we set up the expectations with our clients and delivered what was informed.

Specific Approach to Pests

Some Pests listed may not be part of the requested services but are discussed to demonstrate our capabilities should mitigation of such pests be requested in the future as additional services.

RODENTS – MICE AND RATS:

Mice are considered one of the most troublesome and economically important rodent's categories in the United States. Mice live and thrive under a variety of conditions. They are found in cities, tending towards a food source such as restaurants and around homes and farms as well as in open fields and agricultural lands. Mice consume and contaminate food meant for humans, livestock, or other animals. They cause damage to structures and property, and they may transmit diseases. The deer mouse has been identified as the carrier of Hantavirus.

A key point in our rodent control program is a thorough inspection of all buildings, both inside and out. As rodents can squeeze through a space as small as ¼", and they can build nests in crawl spaces, attics, walls, and other hidden areas, care should be taken to minimize the entry to the building from the outside as well as preventing the rodents from moving inside the structure if they do gain access. We perform exclusion as necessary on cracks and crevices and report other conditions requiring structural modification when identified.

Trapping:

Trapping is an effective control method. It is our preferred method in structures where only a few rodents are present. Trapping has several advantages: 1) it is an effective non-chemical method; 2) it permits confirmation that the rodent has been killed and 3) it allows for simple disposal of the rodent carcasses.

The simple wood-based snap trap is very effective. It can be baited with peanut butter, candy, dried fruit, or nuts tied securely to the trigger; these baits are completely safe if there is ever contact with humans. The traps are set so that the trigger is sensitive and will spring easily. We will always place these traps in areas that should not have contact with your staff and customers.

For the exterior we use bait stations that look like rocks. These stations blend into the habitat and work well for all rodent populations. We will tend to use Detex for monitoring purposes even after an infestation has been contained. Once monitoring shows a station to be part of a habit, we will switch to a low toxic bait such as Eco Smart.

Chemical Methods of Control:

Rodent baits are placed inside tamper-proof rodent bait stations, which are then strategically placed, based on the knowledge of the rodent infestation. As with the snap traps, bait stations are placed along the walls and runways where rodents are known to travel.

COCKROACHES:

There are five species of cockroaches found throughout the US, however during this contract there are three that are of concern, the American Cockroach, Oriental Cockroach, and the German Cockroach. They are found in different environments but will need similar approaches for control.

They eat the same food as humans and prefer an inside habitat. The American Cockroach is usually found in residential homes, restaurants and outside, in environments such as sewers and irrigation boxes. They also prefer a damp climate, thus making sewers, residential homes, and restaurant drains the perfect environment. Oriental Cockroaches generally live-in damp areas but can survive in dry areas if they have access to water.

They prefer cooler temperatures around 75 degrees Fahrenheit and can over winter in protected areas outdoors where temperatures average 40 to 45 degrees Fahrenheit. These cockroaches are common in basements, crawl spaces, cracks and crevices of porches, foundations, and walkways adjacent to buildings. They feed on a wide variety of plant and animal material.

Non-Chemical Methods of Control:

The keys to success in pest management are, first, inspection to determine the nature and extent of the infestation, second, sanitation to eliminate readily available food and water and third, the choice of the right combination of tools, either non-chemical or chemical to eliminate the problem.

Improved Sanitation:

Improved Sanitation:

Ants need food, water, and shelter to survive. By limiting these three essentials, it is more difficult for ants to live in the infested area. Simply by improving sanitation you can often suppress existing populations and discourage new invasions. Food spills also feed ants. Consistent cleaning will help to minimize ants. Frequent vacuuming, sweeping, or mopping of floors and washing of counter and tabletops eliminates much of the food ants may be foraging on. Trash should be stored away from infested areas and monitored for spills.

Ants can get their water from many sources inside a structure: condensation on pipes and air conditioners, leaky plumbing, houseplant containers, floor drains, etc. As some of the factors may not be practical to limit, the knowledge of these conducive conditions will become a factor in the pest management strategies. We note food and water sources during our inspections.

Ant-Proofing/Exclusion:

Ants can enter and move through a structure through innumerable tiny cracks and openings. Caulking and otherwise sealing cracks and crevices being used by ants can often have a great effect in suppressing the population. Many easy-to-use and effective silicon sealers and expandable caulk products have been recently developed, including some designed specifically for pest management. Repairing torn screens and installing door sweeps can also prevent ants from easily entering a structure. We perform exclusion as necessary on cracks and crevices and report other conditions requiring structural modification when identified.

Habitat Modification:

By trimming the branches of trees located close to structures, the branches will act as runways from nest sites to building roofs. Altering landscaping can minimize the number of aphids and other honeydew-producing insects that attract ants. Moving trashcans is disruptive since ants often nest under objects. Conditions requiring habitat modification are reported during our inspections.

Chemical methods of control: The best baits for ants are those whose toxicant kills ants slowly. Worker ants live long enough to take the bait back to the nest and feed it to the colony and queen, thereby reducing the colony at its source. A variety of baits formulations are now available.

Some are prepackaged in tamper- resistant bait stations. Formulations in gel, paste, or granule form are strategically placed in small amounts at a point of infestation.

SPIDERS:

Most arachnids prey on insects. Prey caught in the web includes a variety of insects (cockroaches, flies, and beetles) and other arthropods. After ensnaring its prey in the web, the spider makes small punctures in the victim's body and sucks out the liquid contents. Black Widow spiders inhabit most of the warmer regions of the world to a latitude of about 45 degrees N. and S. They occur throughout all four deserts of the American Southwest. The female black widow spider, though it is the most venomous spider in North America, seldom causes death as it injects a very small amount of poison when it bites. Reports indicate human mortality at well less than 1% from black widow spider bites. Anyone bitten by a black widow spider should seek medical care; an attempt should be made to catch the spider for identification.

Non-Chemical Methods of Control:

into the buildings affected. When we inspect an area, we will note food left spoiled, trash not covered and any rot in the buildings themselves and the window screens.

Trapping:

We will place fly traps as necessary and report on any sanitation issues we encounter. Fly problems can be greatly reduced using traps that work by using bait to attract the flies into a container. Two effective baits used are ripe banana and vinegar. Another type of trap used works by luring the flies through a funnel or similar "one-way" opening. Control of food sources is important. All counters should be kept free of food and food remnants. Food brought into buildings should be refrigerated or covered. Garbage should be sealed and emptied on a regular basis. Fruit should not be left out in the open. We can use fly traps such as fly paper and cone traps for exterior areas.

Insect Light Traps:

Pestmaster will identify areas where flies are causing concerns with food production as well as storage and make recommendations for the installation of fly machines. These lights are designed to attract flies but catch them on a glue board.

Chemical Control:

Chemical control will be performed on areas outside the facilities if flytraps and sanitation are not sufficient for control within two calendar days. Except for odor-eliminating chemicals such as borax, pesticides are not recommended for fly control.

FLEAS:

It is important to properly identify fleas as there are numerous other insects and skin conditions that can cause bites and itching. Since an application is necessary for control, we want to ensure that it is necessary. Adult fleas live off the blood of animals and control is important to stop the spread of disease. While all fleas have a preferred host for blood supply, all fleas will bite any warm-blooded animal when hungry. Flea control in an urban area should be directed to dogs and cats along with rodents.

Non-Chemical Methods of Control:

The best method of non-chemical control for fleas is to maintain cleanliness of the premises. Vacuuming especially is helpful in the control of immature fleas. While adult fleas can be vacuumed, they are usually already on a host, and so not exposed to the vacuum. Frequent washing of any materials in a flea infestation will also help with immature fleas. By getting the immature fleas we at least slow down the future infestations.

Improved Sanitation:

While consistent vacuuming and washing do well to control immature fleas, they do not work well with adult fleas. The best sanitation for adult fleas is to prevent the influx into an area of rodents, dogs, and cats, especially non-domesticated animals. By confining the hosts of the fleas, you confine the fleas themselves. This also applies in the categories of harborage reduction and exclusion.

Trapping:

There is not a method to trap fleas per say; however, by trapping feral dogs and cats along with rodents you will be able to help maintain flea infestation.

Making sure we get up underneath the shelves, both larva and adults will hide in and under the little nooks and crannies, is especially important.

Chemical Control:

Chemical control will be performed only after all sanitation methods have failed.

OCCASIONAL INVADERS:

Occasional invaders include centipedes, pill bugs, sow bugs, silverfish, millipedes, clover mites, box elders, stinkbugs, ground beetles and crickets. Identification is important in choosing the best course of action. We will use a variety of methods to catch and identify the pests. Pestmaster will again, employ IPM strategies and approaches, to control the pests. Wherever possible this will include various non- pesticide approaches, as well as strategies that are effective.

Non-Chemical Methods of Control:

The methods involved in any Integrated Pest Management program can be used to manage multiple species. While pests are different in some ways, the protocols to prevent and manage infestations are consistent in many control processes. As with other species, non-chemical methods include improved sanitation, exclusion, and removal of harborage.

Improved Sanitation:

Pests need food, water, and shelter to survive. By limiting these three essentials, it is more difficult for pests to live in the infested area. Simply by improving sanitation you can often suppress existing populations and discourage new invasions.

Exclusion:

Pests can enter and move through a structure through innumerable tiny cracks and openings. Caulking and otherwise sealing cracks and crevices can often have a great effect in suppressing the population. Effective silicon sealers and expandable caulk products designed specifically for pest management are available. We perform exclusion as necessary on cracks and crevices and report other conditions requiring structural modification when identified.

Lighting:

For cricket control, the removal or changing the style of outside lights may prove very effective in controlling crickets. This control measure will be discussed with your representative if we find conducive conditions.

Chemical Methods of Control:

When chemical controls are necessary for miscellaneous pest species such as silverfish and crickets, and for that matter, any other pest that enters the building, small amounts of targeted pesticides are used, and only where the pests are seen inside or around the structures. By using a combination of Integrated Pest Management techniques and small applications of non-toxic pesticides, control can be achieved. Excessive applications of pesticides are not necessary for an effective control program. Baits, dusts, granules, and liquid pesticides have been developed that work on many different species.

BEE, WASP, HORNET and STINGING ARTHROPOD CONTROL:

Habitat Modification:

For control of all Pest Bird Species, we must perform habitat modification. There are several methods that can be used and all of them combine to the best solution available. Some of the methods we use are spikes, shock track system, netting, and gels. Spiking involves the setting of stainless-steel pigeon spikes being installed to prevent birds from continuing to roost. If birds, such as pigeons, cannot land to roost they will go elsewhere. Netting is a very effective method for all pest bird species. As a general description, stainless steel cable is installed using stainless steel clips or eyebolts as our end anchors and intermediate anchors. The netting is then attached permanently to the cable using stainless steel hog rings. Once the netting is installed the birds cannot access the areas to roost, nest or gather food and water. The shock track system is very effective, but a costly solution. The birds will receive a very mild shock when they try and land on the area. The shock will not harm the birds, but it makes for an unpleasant experience. This system is completely safe for the building. For a gel product we use optical gel, we have developed a great working relationship with this company and have wonderful technical backup for any bird problem.

Trapping:

The key to effective trapping is pre-baiting; leaving the trap doors open so birds can freely walk in and out, consuming water and feed and establishing an overall comfort with the trap. This pre-baiting process should be for a minimum of 2 weeks. At the start of week 3, the one-way trap doors are dropped so that when birds enter as they are accustomed to, they now find there is no way out. Once the birds are trapped, we will euthanize them and dispose of the carcasses.

Chemical Methods of Control:

OvoControl P is a once-a-day application for the contraception of pigeons. This ready-to-use birth-control-bait is designed specifically for feral pigeons and prevents egg fertilization. It is ideal for wide area sites where population reduction is desired. The product is administered to the birds in the form of pigeon friendly pellets as a once-a-day snack. The tool is non-lethal and supported by all leading animal welfare organizations including HSUS and PETA as well as conservation groups such as Audubon and the Peregrine Fund.

OvoControl acts to slowly reduce the number of birds and enhance other tools in our pest bird control arsenal (i.e., trapping and habitat modification). Under ideal conditions, with all pigeons in the area consuming the appropriate dose during the breeding season the expected outcome is no new pigeons. However, the average reduction in pigeon population is 3% per month.

TERMITES, CARPENTER ANTS AND OTHER WOOD DESTROYING ORGANISMS:

Pestmaster will offer the following service protocols for treatment of termites and other wood destroying pests:

- Fast knockdown of termite "swarmer's". Treatment methods will vary as approved by the COR using products such as Sentricon.
- Carpenter ants are nocturnal, so a nighttime inspection will help us locate the source of the infestation. Treatment methods will vary as approved by the COR.
- Other wood destroying organisms, such as fungus infections, will be treated once the cause is identified and checked. Examples of this would be excessive moisture buildups (in sub areas) due to a plumbing leak or possibly insufficient ventilation.

Bed Bugs:

Once infested areas are detected, we have a variety of control methods available to use. These steaming treatments eliminate bed bugs and their eggs by steaming the infested areas. This is an effective, non-chemical,

These are examples of the clean, identifiable and professional service vehicles that will be utilized

Materials and Equipment

Prior to the commencement of services, Pestmaster will provide current labels and SDS for all pesticide products to be used. In addition, the brand names will be provided for all application

equipment, rodent bait boxes, monitoring and trapping devices, and any other control equipment that may be used to provide service. No materials, equipment, or pesticide products will be used without prior approval.

Method for Providing Service Tickets

Pestmaster has implemented state-of-the-art, cloud-based scheduling and reporting software. Our technicians work on wireless mobile devices and receive scheduling information, real-time updates, contract details, and notes about an upcoming site visit all from their handheld devices. At each service call, the service technician record notes about their site visit, photos when important,
and other details which are recorded with entries on their mobile devices. The information can be e-mailed to you promptly, as work is completed.

We will ensure the designated Point-of-Contact (POC) is kept informed via regular e-mail communications. This e-mail system will also facilitate the response of our technicians in handling IPM inspection scheduling, treatments, and record keeping. You can access FieldRoutes Software at any time to review status updates of past or upcoming services, as well as confirm service dates, assess chemical usage, and review invoices for billing purposes. All data and information collected between Pestmaster, and the customer is strictly confidential.

Warranty

Pestmaster guarantees services for the duration of the active contract term.

Exceptions, Work Plan, and Schedule

Project Consultants

Dr. Stuart Mitchell, MD, PhD

- o IPM and LEED Approaches
- o Chemical use only when needed
  - ■ For identified target pests only and according to label

- Rodent Control
  - o Bait Stations
    - ■ Identify placement locations
    - ■ IPM/Exclusion/Remediation
  - o Snap Trap/Live Trapping Stations
    - ■ Identify placement locations
    - ■ IPM/Exclusion/Remediation

- More Services and Explanations
  - o Bee/Wasp Removal
  - o Trapping/Animal Removal
  - o Remediation
  - o Exclusion
  - o On Call Emergency Services
    - ■ Response time as specified per contract requirements
  - o Bed Bugs
    - ■ Response time as specified per contract requirements
  - o Burrowing Rodents
    - ■ Non-chemical approach, such as trapping and PERC.
  - o Birds
    - ■ Evaluations upon request.
    - ■ Maintenance: Decontamination, sanitizing, and deterrent measures
  - o Authority and Tenant Training

- Reporting
  - o Signing in/out of customer and logbooks as required
  - o Electronic delivery system (FieldRoutes) for reporting
  - o Line of communication with customer and tenants

<u>Schedule</u>

Pestmaster intends to assign a minimum of one technician and one supervisor to this project, with alternate staffing available for foreseen/unforeseen absences. All Pestmaster personnel will be pre-approved by the COR prior to the commencement of services. Scheduled services will be known and pre-approved by the COR, conforming to contract requirements. Non-emergency services will be handled at the time of request as agreed upon with the contract terms and COR. Emergency calls will be handled within contract specifications or as agreed upon with the COR.

Sustainability

Pestmaster understands that numerous laws and regulations govern pesticide applications within the various jurisdictions of New York. Pestmaster does not make any application of pesticides

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Pest Control Services through Integrated Pest Management (IPM)**
Bid Number: **2024-015**

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

   NONE

   (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;

Albany County Pest Control Services

BID FORM

Bid #2024-015

Building			
	Est. Hours per month	Monthly Fees	Totals
Mercantile Building-Probation			
First 60 days (two months) first year	0.5	$ 57.88	115.76
10 months of the first year	0.5	$ 38.58	385.80
Second Year	0.5	$ 38.58	462.96
Third Year	0.5	$ 38.58	462.96
Materials Cost		$	
Total All		$	1,427.48
% mark up materials cost		0%	0%
162 Washington Ave.-Social Services			
First 60 days (two months) first year	0.5	$ 57.88	115.76
10 months of the first year	0.5	$ 38.58	385.80
Second Year	0.5	$ 38.58	462.96
Third Year	0.5	$ 38.58	462.96
Materials Cost		$	
Total All		$	1,427.48
% mark up materials cost		0%	0%
Court House			
First 60 days (two months) first year	0.5	$ 57.88	115.76
10 months of the first year	0.5	$ 38.58	385.80
Second Year	0.5	$ 38.58	462.96
Third Year	0.5	$ 38.58	462.96
Materials Cost		$	
Total All		$	1,427.48
% mark up materials cost		0%	0%

Building			
	Est. Hours per month	Monthly Fees	Totals
Correctional Facility			
First 60 days (two months) first year	1.0	$ 239.98	479.96
10 months of the first year	1.0	$ 239.98	2,399.80
Second Year	1.0	$ 239.98	2,879.76
Third Year	1.0	$ 239.98	2,879.76
Materials Cost		$	
Total All		$	8,639.28
% mark up materials cost		0%	0%
Hockey Facility			
First 60 days (two months) first year	1.0	$ 77.18	154.36
10 months of the first year	1.0	$ 77.18	771.80
Second Year	1.0	$ 57.88	694.56
Third Year	1.0	$ 57.88	694.56
Materials Cost		$	
Total All		$	2,315.28
% mark up materials cost		0%	0%
6 Lodge Street-Justice Building			
First 60 days (two months) first year	1.0	$ 77.18	154.36
10 months of the first year	1.0	$ 77.18	771.80
Second Year	1.0	$ 57.88	694.56
Third Year	1.0	$ 57.88	694.56
Materials Cost		$	
Total All		$	2,315.28
% mark up materials cost		0%	0%

Building			
	Est. Hours per month	Monthly Fees	Totals
175 Green St.-Health Dept.			
First 60 days (two months) first year	0.5	$ 38.58	77.16
10 months of the first year	0.5	$ 38.58	385.80
Second Year	0.5	$ 38.58	462.96
Third Year	0.5	$ 38.58	462.96
Materials Cost		$	
Total All		$	1,388.88
% mark up materials cost		0%	0%
William Rice Center			
First 60 days (two months) first year	1.0	$ 77.18	154.36
10 months of the first year	1.0	$ 57.88	578.80
Second Year	1.0	$ 57.88	694.56
Third Year	1.0	$ 57.88	694.56
Materials Cost		$	
Total All		$	2,122.28
% mark up materials cost		0%	0%
Ann Lee White House			
First 60 days (two months) first year	0.5	$ 38.58	77.16
10 months of the first year	0.5	$ 38.58	385.80
Second Year	0.5	$ 38.58	462.96
Third Year	0.5	$ 38.58	462.96
Materials Cost		$	
Total All		$	1,388.88
% mark up materials cost		0%	0%

Building			
	Est. Hours per month	Monthly Fees	Totals
Sheriff's Communication Center- 26 Olive Street			
First 60 days (two months) first year	0.5	$ 57.88	115.76
10 months of the first year	0.5	$ 38.58	385.80
Second Year	0.5	$ 38.58	462.96
Third Year	0.5	$ 38.58	462.96
Materials Cost		$	
Total All		$	1,466.08
% mark up materials cost		0%	0%
Sheriff's Ambulance EMS 21 Voorheesville		$	
First 60 days (two months) first year	0.5	$ 57.88	115.76
10 months of the first year	0.5	$ 38.58	385.80
Second Year	0.5	$ 38.58	462.96
Third Year	0.5	$ 38.58	462.96
Materials Cost		$	
Total All			1,466.08
% mark up materials cost		0%	0%
Lawson's Lake Caretaker House		$	
First 60 days (two months) first year	0.5	$ 57.88	115.76
10 months of the first year	0.5	$ 38.58	385.80
Second Year	0.5	$ 38.58	462.96
Third Year	0.5	$ 38.58	462.96
Materials Cost		$	
Total All			1,466.08
% mark up materials cost		0%	0%
		$	

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Pest Control Services Through Integrated Pest Management (IPM)**Bid Number: **2024-015**

COMPANY:	PESTMASTER SERVICES
ADDRESS:	15 BARBAROSSA LANE
CITY, STATE, ZIP:	KINGSTON, NY 12401
TEL. NO.:	845-340-9700
FAX NO.:	N/A
FEDERAL TAX ID NO.:	141819529
REPRESENTATIVE:	PAUL ALLEY, PRESIDENT
E-MAIL:	PESTMASTERNY@AOL.COM
SIGNATURE AND TITLE:	/PRESIDENT
DATE:	3/27/2024

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

3/27/2024

Date

PESTMASTER SERVICES

Company Name

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:

X☐ PRIME CONTRACTOR

2. VENDOR'S LEGAL BUSINESS NAME	3. IDENTIFICATION NUMBERS
ALLEYMOR INC	a) FEIN # 14-181925 b) DUNS # 138066290
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: PESTMASTER SERVICES	5. WEBSITE ADDRESS (if applicable) www.pestmaster.com/hudson-valley/

6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE	7. TELEPHONE NUMBER	8. FAX NUMBER
15 Barbarossa Lane Kingston NY 12401	845-340-9700	N/A
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE

Name PAUL ALLEY

Title PRESIDENT

Telephone Number 845-340-9700

Fax Number N/A

e-mail PESTMASTERNY@AOL.COM

13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.

a) NAME PAUL ALLEY	TITLE PRESIDENT	b) NAME	TITLE
c) NAME AMY ALLEY	TITLE VICE PRESIDENT	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? ☐ Yes ☑ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☑ No
List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] :	☐ 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.

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

3/27/2024
Date

PESTMASTER SERVICES
Company Name

QualityPro

QualityPro

Presenting this certificate of excellence to

Pestmaster Services

In acknowledgment of your continuing efforts toward [illegible] excellence in the pest management industry by meeting the requirements for a QualityPro accredited company. You have achieved the mark of excellence in pest management.

NPMA
National Pest Management Associates
NPMAQualityPro.org

OFFICIAL SIGNATURE

QualityPro

GREENPRO SERVICE CERTIFICATION

GREENPRO CERTIFIED PEST MANAGEMENT

Presenting this certificate of excellence to

Pestmaster Services

in acknowledgment of your continuing efforts toward professional excellence and environmental awareness in the pest management industry by meeting the requirements to provide GreenPro Certified Service.

QualityPro

OFFICIAL SIGNATURE

ENTOMOLOGICAL SOCIETY OF AMERICA

ACE
Associate
Certified
Entomologist

RECOGNIZES

Paul E Alley

AS AN

ASSOCIATE CERTIFIED ENTOMOLOGIST

AS RECOGNIZED BY THE ESA CERTIFICATION PROGRAM

CERTIFICATION NUMBER *A01031*

CERTIFICATION DATE *12/2/2015*

DIRECTOR, CERTIFICATION BOARD

9 December 2015

DATE

STATE OF NEW YORK
PESTICIDE BUSINESS REGISTRATION

THIS REGISTRATION CANNOT BE SOLD OR TRANSFERRED

Date Issued
04/16/2021

Expiration Date
04/30/2024

Certified Applicators
C3881409
C3895531

Registration #: 11974

ALLEYMOR INC
DBA PESTMASTER SERVICES
PAUL E ALLEY
15 BARBAROSSA LN
KINGSTON, NY 12401

Category(s) of operation
3a - Ornamental and Turf
6a - Rights-of Way Vegetation
7a - Structural & Rodent
7c - Termite Control
7f - Food Processing
8 - Public Health

This is to certify that the holder of this certificate is registered with the Department of Environmental Conservation as a Pesticide Business pursuant to the provisions of the Environmental Conservation Law and the rules and regulation promulgated thereunder.

New York State Department of Environmental Conservation
Division of Materials Management, Bureau of Pest Management
Albany, New York 12233-7254

POST CONSPICUOUSLY

New York State Department of Taxation and Finance

Certificate of Authority

Identification number
14-1819529

(Use this number on all returns and correspondence)

VALIDATED

6/3/2023

Dept of Tax and Finance

ALLEYMOR INC
PESTMASTERS
15 BARBAROSSA LN
KINGSTON NY 12401-1221

Is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

Applicator Detail

ALLEY, PAUL E

Certified Commercial Pesticide Applicator
Pesticide Applicator ID: C3809815
Region 3 (ULSTER)

Renewal Date: 02/21/2027

Certification Categories

Code	Description	Requirement	Next Recertification
3a	Ornamental and Turf	10 credits to recertify	02/21/2027
6a	Rights-of Way Vegetation	8 credits to recertify	02/21/2027
7a	Structural & Rodent Control	12 credits to recertify	02/21/2027
7c	Termite Control	8 credits to recertify	02/21/2027
7f	Food Processing	12 credits to recertify	02/21/2027
8	Public Health	8 credits to recertify	02/21/2027

Core credits count for all categories; however, of the total amount of credits due, at least 25% must be specific to that particular category. The remaining 75% due can be category specific, core, or any combination of the two. For example: An applicator on a 3 year cycle recertifying in Category 7A must earn at least 3 credits in category 7A and the remaining 9 credits due can be either all category specific (7A), all core, or a combination of core and 7A. Certification renewals require a fee only; verify your category requirements to determine when your continuing education credits are due (if applicable).

Applicator Detail

STAFFORD, ADAM Q

Certified Commercial Pesticide Applicator
Pesticide Applicator ID: C3836323
Region 3 (ULSTER)

Renewal Date: 09/21/2026

Certification Categories

Code	Description	Requirement	Next Recertification
3a	Ornamental and Turf	10 credits to recertify	09/21/2026
5a	Aquatic Vegetation	8 credits to recertify	09/21/2026
7a	Structural & Rodent Control	12 credits to recertify	09/21/2026
7c	Termite Control	8 credits to recertify	09/21/2026
7f	Food Processing	12 credits to recertify	09/21/2026
8	Public Health	8 credits to recertify	09/21/2026

Core credits count for all categories; however, of the total amount of credits due, at least 25% must be specific to that particular category. The remaining 75% due can be category specific, core, or any combination of the two. For example: An applicator on a 3 year cycle recertifying in Category 7A must earn at least 3 credits in category 7A and the remaining 9 credits due can be either all category specific (7A), all core, or a combination of core and 7A. Certification renewals require a fee only; verify your category requirements to determine when your continuing education credits are due (if applicable).

Applicator Detail

SCHOONMAKER, TIMOTHY A

Certified Commercial Pesticide Applicator
Pesticide Applicator ID: C3875952
Region 3 (ULSTER)

Renewal Date: 05/21/2026

Certification Categories

Code	Description	Requirement	Next Recertification
7a	Structural & Rodent Control	12 credits to recertify	05/21/2026

Core credits count for all categories; however, of the total amount of credits due, at least 25% must be specific to that particular category. The remaining 75% due can be category specific, core, or any combination of the two. For example: An applicator on a 3 year cycle recertifying in Category 7A must earn at least 3 credits in category 7A and the remaining 9 credits due can be either all category specific (7A), all core, or a combination of core and 7A. Certification renewals require a fee only; verify your category requirements to determine when your continuing education credits are due (if applicable).

Applicator Detail

MCKEON, CHRISTOPHER J

Certified Commercial Pesticide Technician
Pesticide Applicator ID: T3911093
Region 3 (DUTCHESS)

Renewal Date: 02/21/2027

Certification Categories

Code	Description	Next Recertification
7a	Structural & Rodent Control	02/21/2027

Core credits count for all categories; however, of the total amount of credits due, at least 25% must be specific to that particular category. The remaining 75% due can be category specific, core, or any combination of the two. For example: An applicator on a 3 year cycle recertifying in Category 7A must earn at least 3 credits in category 7A and the remaining 9 credits due can be either all category specific (7A), all core, or a combination of core and 7A. Certification renewals require a fee only; verify your category requirements to determine when your continuing education credits are due (if applicable).

Applicator Detail

LEDFORD, JAMES G

Certified Commercial Pesticide Technician
Pesticide Applicator ID: T3911091
Region 3 (ORANGE)

Renewal Date: 02/21/2027

Certification Categories

Code	Description	Next Recertification
7a	Structural & Rodent Control	02/21/2027

Core credits count for all categories; however, of the total amount of credits due, at least 25% must be specific to that particular category. The remaining 75% due can be category specific, core, or any combination of the two. For example: An applicator on a 3 year cycle recertifying in Category 7A must earn at least 3 credits in category 7A and the remaining 9 credits due can be either all category specific (7A), all core, or a combination of core and 7A. Certification renewals require a fee only; verify your category requirements to determine when your continuing education credits are due (if applicable).

Applicator Detail

DIXON, MARCUS B

Certified Commercial Pesticide Applicator
Pesticide Applicator ID: C5883428
Region 5 (SARATOGA)

Renewal Date: 11/21/2026

Certification Categories

Code	Description	Requirement	Next Recertification
7a	Structural & Rodent Control	12 credits to recertify	11/21/2026

Core credits count for all categories; however, of the total amount of credits due, at least 25% must be specific to that particular category. The remaining 75% due can be category specific, core, or any combination of the two. For example: An applicator on a 3 year cycle recertifying in Category 7A must earn at least 3 credits in category 7A and the remaining 9 credits due can be either all category specific (7A), all core, or a combination of core and 7A. Certification renewals require a fee only; verify your category requirements to determine when your continuing education credits are due (if applicable).

Applicator Detail

SPRAGUE, HAROLD B

Certified Commercial Pesticide Applicator
Pesticide Applicator ID: C3895531
Region 3 (ULSTER)

Renewal Date: 05/21/2024

Certification Categories

Code	Description	Requirement	Next Recertification
3a	Ornamental and Turf	10 credits to recertify	05/21/2024
5a	Aquatic Vegetation	8 credits to recertify	05/21/2024
6a	Rights-of Way Vegetation	8 credits to recertify	05/21/2024
7a	Structural & Rodent Control	12 credits to recertify	05/21/2024
7f	Food Processing	12 credits to recertify	05/21/2024
8	Public Health	8 credits to recertify	05/21/2024

Core credits count for all categories; however, of the total amount of credits due, at least 25% must be specific to that particular category. The remaining 75% due can be category specific, core, or any combination of the two. For example: An applicator on a 3 year cycle recertifying in Category 7A must earn at least 3 credits in category 7A and the remaining 9 credits due can be either all category specific (7A), all core, or a combination of core and 7A. Certification renewals require a fee only; verify your category requirements to determine when your continuing education credits are due (if applicable).

Applicator Detail

SWEENEY, SHEILA A

Certified Commercial Pesticide Technician
Pesticide Applicator ID: T4898413
Region 4 (SCHOHARIE)

Renewal Date: 04/21/2025

Certification Categories

Code	Description	Next Recertification
7a	Structural & Rodent Control	04/21/2025

Core credits count for all categories; however, of the total amount of credits due, at least 25% must be specific to that particular category. The remaining 75% due can be category specific, core, or any combination of the two. For example: An applicator on a 3 year cycle recertifying in Category 7A must earn at least 3 credits in category 7A and the remaining 9 credits due can be either all category specific (7A), all core, or a combination of core and 7A. Certification renewals require a fee only; verify your category requirements to determine when your continuing education credits are due (if applicable).

Applicator Detail

CARPENTER, MATTHEW L

Certified Commercial Pesticide Applicator
Pesticide Applicator ID: C5893328
Region 5 (SARATOGA)

Renewal Date: 03/21/2024

Certification Categories

Code	Description	Requirement	Next Recertification
7a	Structural & Rodent Control	12 credits to recertify	03/21/2027

Core credits count for all categories; however, of the total amount of credits due, at least 25% must be specific to that particular category. The remaining 75% due can be category specific, core, or any combination of the two. For example: An applicator on a 3 year cycle recertifying in Category 7A must earn at least 3 credits in category 7A and the remaining 9 credits due can be either all category specific (7A), all core, or a combination of core and 7A. Certification renewals require a fee only; verify your category requirements to determine when your continuing education credits are due (if applicable).

Applicator Detail

FLECKINGER, FREDERICK A

Certified Commercial Pesticide Applicator
Pesticide Applicator ID: C3662427
Region 3 (ULSTER)

Renewal Date: 04/21/2024

Certification Categories

Code	Description	Requirement	Next Recertification
3a	Ornamental and Turf	10 credits to recertify	04/21/2024
7a	Structural & Rodent Control	12 credits to recertify	04/21/2024
7c	Termite Control	8 credits to recertify	04/21/2024
7f	Food Processing	12 credits to recertify	04/21/2024

Core credits count for all categories; however, of the total amount of credits due, at least 25% must be specific to that particular category. The remaining 75% due can be category specific, core, or any combination of the two. For example: An applicator on a 3 year cycle recertifying in Category 7A must earn at least 3 credits in category 7A and the remaining 9 credits due can be either all category specific (7A), all core, or a combination of core and 7A. Certification renewals require a fee only; verify your category requirements to determine when your continuing education credits are due (if applicable).

Applicator Detail

HOLMES, JERMAINE C

Certified Commercial Pesticide Applicator
Pesticide Applicator ID: C3871654
Region 3 (DUTCHESS)

Renewal Date: 06/21/2024

Certification Categories

Code	Description	Requirement	Next Recertification
7a	Structural & Rodent Control	12 credits to recertify	06/21/2024

Core credits count for all categories; however, of the total amount of credits due, at least 25% must be specific to that particular category. The remaining 75% due can be category specific, core, or any combination of the two. For example: An applicator on a 3 year cycle recertifying in Category 7A must earn at least 3 credits in category 7A and the remaining 9 credits due can be either all category specific (7A), all core, or a combination of core and 7A. Certification renewals require a fee only; verify your category requirements to determine when your continuing education credits are due (if applicable).

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Nuisance Wildlife Control Operator - General # 1254

LICENSE

Under the Environmental Conservation Law (ECL)

Licensee Information

License Issued To:
PAUL E ALLEY
24 Pro Ct
Hurley, NY 12443

(845) 340-9700
COUNTY: ULSTER
REGION: 3

DEC Contact Information

DIVISION of FISH and WILDLIFE
SPECIAL LICENSES UNIT
625 BROADWAY, ALBANY, NEW YORK 12233-4752
PHONE: (518) 402-8985 FAX: (518) 402-8925
WEBSITE: http://www.dec.ny.gov

License Authorizations

Nuisance Wildlife Control Operator - General
License # 1254

New License Effective Date: 10/24/2023 Expiration Date: 9/30/2024

NYSDEC Approval

By acceptance of this license, the licensee agrees that the license is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this license.

License Regulations

6 NYCRR Part 175
ECL 11-0524

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Nuisance Wildlife Control Operator - General # 1258

LICENSE

Under the Environmental Conservation Law (ECL)

Licensee Information

License Issued To:
ADAM Q STAFFORD
PESTMASTER SERVICES
37 EMERICK RD
SAUGERTIES, NY 12477

(845) 340-9700
COUNTY: ULSTER
REGION: 3

DEC Contact Information

DIVISION of FISH and WILDLIFE
SPECIAL LICENSES UNIT
625 BROADWAY, ALBANY, NEW YORK 12233-4752
PHONE: (518) 402-8985 FAX: (518) 402-8925
WEBSITE: http://www.dec.ny.gov

License Authorizations

Nuisance Wildlife Control Operator - General
License # 1258

Renewal Effective Date: 10/4/2023 Expiration Date: 9/30/2024

NYSDEC Approval

By acceptance of this license, the licensee agrees that the license is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this license.

License Regulations

6 NYCRR Part 175

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Nuisance Wildlife Control Operator - General # 2636

LICENSE

Under the Environmental Conservation Law (ECL)

Licensee Information

License Issued To:
MATTHEW L CARPENTER
1005 Schooner Ct
Halfmoon, NY 12065

(845) 340-9700
COUNTY: SARATOGA
REGION: 5

DEC Contact Information

DIVISION of FISH and WILDLIFE
SPECIAL LICENSES UNIT
625 BROADWAY, ALBANY, NEW YORK 12233-4752
PHONE: (518) 402-8985 FAX: (518) 402-8925
WEBSITE: http://www.dec.ny.gov

License Authorizations

Nuisance Wildlife Control Operator - General
License # 2636

New License Effective Date: 11/3/2023 Expiration Date: 9/30/2024

NYSDEC Approval

By acceptance of this license, the licensee agrees that the license is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this license.

License Regulations

6 NYCRR Part 175
ECL 11-0524

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Nuisance Wildlife Control Operator - General # 1994

LICENSE

Under the Environmental Conservation Law (ECL)

Licensee Information

License Issued To:
MICHAEL S FRANKLIN
1528 Rte 9 Lot 1
Clifton Park, NY 12065-5629

(585) 924-0325
COUNTY: SARATOGA
REGION: 5

DEC Contact Information

DIVISION of FISH and WILDLIFE
SPECIAL LICENSES UNIT
625 BROADWAY, ALBANY, NEW YORK 12233-4752
PHONE: (518) 402-8985 FAX: (518) 402-8925
WEBSITE: http://www.dec.ny.gov

License Authorizations

Nuisance Wildlife Control Operator - General
License # 1994

New License Effective Date: 10/5/2023 Expiration Date: 9/30/2024

NYSDEC Approval

By acceptance of this license, the licensee agrees that the license is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this license.

License Regulations

6 NYCRR Part 175
ECL 11-0524

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Nuisance Wildlife Control Operator - General # 2985

LICENSE

Under the Environmental Conservation Law (ECL)

Licensee Information

License Issued To:
SHEILA A SWEENEY
107 Fairview Dr Apt 2
Cobleskill, NY 12043

(518) 496-6773
COUNTY: SCHOHARIE
REGION: 4

DEC Contact Information

DIVISION of FISH and WILDLIFE
SPECIAL LICENSES UNIT
625 BROADWAY, ALBANY, NEW YORK 12233-4752
PHONE: (518) 402-8985 FAX: (518) 402-8925
WEBSITE: http://www.dec.ny.gov

License Authorizations

Nuisance Wildlife Control Operator - General
License # 2985

New License Effective Date: 10/19/2023 Expiration Date: 9/30/2024

NYSDEC Approval

By acceptance of this license, the licensee agrees that the license is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this license.

License Regulations

6 NYCRR Part 175
ECL 11-0524

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Pestmaster Services

Vendor Representatives Name: Perry Cole

Vendor Address: 15 Barbarossa Ln.
Kingston, NY 12401

Facility Name: The Mercantile Building (Probation Dept)

Address: 60 S. Pearl St.
Albany, NY

Date of Visit: 3/22/24

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: D Bell

Signature: D Bell

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Pestmaster Services

Vendor Representatives Name: Perry Cole

Vendor Address: 15 Barbarossa Lane
Kingston, NY 12401

Facility Name: Albany County Dept. Social Services

Address: 162 Washington Ave.
Albany, NY 12210

Date of Visit: 3/22/24

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Don Ball

Signature: Don Ball

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Pestmaster Services

Vendor Representatives Name: Sheila Sweeney

Vendor Address: 15 Barbarossa Ln.
Kingston, NY 12401

Facility Name: The Albany County Court House

Address: Eagle & Columbia St.
Albany, NY 12207

Date of Visit: 3/22/24

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Kevin Roy

Signature: Kevin Roy

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Pestmaster Services

Vendor Representatives Name: Matt Carpenter

Vendor Address: 15 Barbarossa Ln.
Kingston, NY 12401

Facility Name: Albany County Hall of Records

Address: 95 Tivoli St.
Albany, NY 12207

Date of Visit: 3/27/24

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Jill Brother Jillian Brother

Signature: Jillian Brother

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Pestmaster Services

Vendor Representatives Name: Perry Cole

Vendor Address: 15 Barbarossa Ln.
Kingston, NY 12401

Facility Name: The Albany County Office Building

Address: 112 State St.
Albany, NY 12207

Date of Visit: 3/22/24

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: D Ball

Signature: D Ball

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Pestmaster Services

Vendor Representatives Name: Perry Cole

Vendor Address: 15 Barbarossa Ln.
Kingston, NY 12401

Facility Name: Shaker Place Rehabilitation & Nursing Home

Address: 100 Heritage Ln.
Albany, NY 12211

Date of Visit: 3/29/24

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Jesse Bishop

Signature: Jesse Bishop

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Pestmaster Services

Vendor Representatives Name: Perry Cole

Vendor Address: 15 Barbarossa Ln.
Kingston, NY 12401

Facility Name: Albany County Correctional Facility

Address: 840 Albany Shaker Rd.
Albany, NY 12211

Date of Visit: 3/20/24

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Mark Porto

Signature:

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Pestmaster Services

Vendor Representatives Name: Perry Cole

Vendor Address: 15 Barbarossa Ln.
Kingston, NY 12401

Facility Name: The Albany County Hockey Facility

Address: 18 Hockey Ln.
Loudonville, NY 12211

Date of Visit: 3/29/24

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Don Bulle

Signature: Don Bulle

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Pestmaster Services

Vendor Representatives Name: Sheila Sweeney

Vendor Address: 15 Barbarossa Ln.
Kingston, NY 12401

Facility Name: The Albany County Judicial Center

Address: 6 Lodge St.
Albany, NY 12207

Date of Visit: 3/22/24

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Kevin Roy

Signature:

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Pestmaster Services

Vendor Representatives Name: Perry Cole

Vendor Address: 15 Barbarossa Ln.
Kingston, NY 12401

Facility Name: Albany County Board of Elections, Mental Health, CAC

Address: 224-260 South Pearl St.
Albany, NY

Date of Visit: 3/22/24

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Don Bell

Signature: D Bell

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Pestmaster Services

Vendor Representatives Name: Matt Carpenter

Vendor Address: 15 Barbarossa Ln.
Kingston, NY 12401

Facility Name: Albany County Water Purification North Plant

Address: 1 Canal Rd S
Albany, NY 12204

Date of Visit: 3/28/24

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: David Klee

Signature:

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Pestmaster Services

Vendor Representatives Name: Matt Carpenter

Vendor Address: 15 Barbarossa Ln.
Kingston, NY 12401

Facility Name: Albany County Water Purification South Plant

Address: 209 Church St.
Albany, NY 12204

Date of Visit: 3/28/24

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: David Klee

Signature: David Klee

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Pestmaster Services

Vendor Representatives Name: Perry Cole

Vendor Address: 15 Barbarossa Ln.
Kingston, NY 12401

Facility Name: Albany County Dept. of Health

Address: 175 Green St.
Albany, NY

Date of Visit: 3/22/24

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Dn Bullard

Signature: D Bullard

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Pestmaster Services

Vendor Representatives Name: Matt Carpenter

Vendor Address: 15 Barbarossa Ln.
Kingston, NY 12401

Facility Name: William Rice Extension Center

Address: 24 Martin Rd.
Voorheesville, NY 12186

Date of Visit: 3/27/24

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Don Ballard

Signature: Don Ballard

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Pestmaster Services

Vendor Representatives Name: Sheila Sweeney

Vendor Address: 15 Barbarossa Ln.
Kingston, NY 12401

Facility Name: Albany County Family Court

Address: 30 Clinton Ave.
Albany, NY 12207

Date of Visit: 3/22/24

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Kevin Roy

Signature:

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Pestmaster Services

Vendor Representatives Name: Matt Carpenter

Vendor Address: 15 Barbarossa Ln.
Kingston, NY 12401

Facility Name: EMS Ambulance Bay/Albany County Sheriff's

Address: 380 Fox Creek Rd.
Medusa, NY 12120

Date of Visit: 4/2/24

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Kevin Rausl

Signature: [signature]

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Pestmaster Services

Vendor Representatives Name: Matt Carpenter

Vendor Address: 15 Barbarossa Ln.
Kingston, NY 12401

Facility Name: Albany County Patrol Station

Address: 58 Verda Ave.
Clarksville, NY 12041

Date of Visit: 3/27/24

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Bob Hathaway

Signature: Kathleen Taylor

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Pestmaster Services

Vendor Representatives Name: Matt Carpenter

Vendor Address: 15 Barbarossa Ln.
Kingston, NY 12401

Facility Name: Albany County 911 Communications Building

Address: 449 New Salem Rd.
Voorheesville, NY 12186

Date of Visit: 3/27/24

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Timothy Playford

Signature: _____

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Pestmaster Services

Vendor Representatives Name: Matt Carpenter

Vendor Address: 15 Barbarossa Ln.
Kingston, NY 12401

Facility Name: Communications Center

Address: 26 Olive St.
Clarksville, NY 12041

Date of Visit: 3/27/24

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Bob Hathaway

Signature: Kathleen Taylor

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Pestmaster Services

Vendor Representatives Name: Matt Carpenter

Vendor Address: 25 Barbarossa Ln.
Kingston, NY 12401

Facility Name: Albany County Sheriff

Address: 21 Voorheesville Ave.
Voorheesville, NY 12186

Date of Visit: 3/27/24

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Timothy Playford

Signature:

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Pestmaster Services

Vendor Representatives Name: Matt Carpenter

Vendor Address: 15 Barbarossa Ln.
Kingston, NY 12401

Facility Name: Lawson Lake Caretaker House

Address: 2772 Lawson Lake Rd.
Fevra Bush, NY 12067

Date of Visit: 3/27/24

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Don Ballard

Signature: Don Ballard

Facility Site Visit Verification Form

BID #2024-015

Vendor Name: Pestmaster Services

Vendor Representatives Name: Matt Carpenter

Vendor Address: 15 Barbarossa Ln.
Kingston, NY 12401

Facility Name: Ann Lee WhiteHouse

Address: 114 Heritage Ln.
Albany, NY 12207

Date of Visit: 4/5/24

*** * Mandatory Facility Signature verifying site visit was made * ***

Facility Contact Person Name: Don Buell

Signature: Don Buell

COUNTY OF ALBANY

PEST CONTROL SERVICES THROUGH INTEGRATED PEST MANAGEMENT (IPM)

RFB-2024-015

ADDENDUM # 1

March 28, 2024

The following Addendum No. 1 consisting of two (2) pages (including this cover page) is hereby issued on the 28th day of March, 2024, in connection with the Request for Bids# 2024-015 as requested by Various Albany County Departments.

COUNTY OF ALBANY

RFB-2024-015

PEST CONTROL SERVICES THROUGH INTEGRATED PEST MANAGEMENT (IPM)

ADDENDUM #1

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: **The Albany County Sheriff has added the following location to their detailed specifications:**

Albany County Sheriff
380 Fox Creek Rd.
Medusa, NY 12120

End of Addendum #1

COUNTY OF ALBANY

PEST CONTROL SERVICES THROUGH INTEGRATED PEST MANAGEMENT (IPM)

RFB-2024-015

ADDENDUM # 2

March 29, 2024

The following Addendum No. 2 consisting of two (2) pages (including this cover page) is hereby issued on the 29th day of March, 2024, in connection with the Request for Bids# 2024-015 as requested by Various Albany County Departments.

COUNTY OF ALBANY

RFB-2024-015

PEST CONTROL SERVICES THROUGH INTEGRATED PEST MANAGEMENT (IPM)

ADDENDUM #2

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: **To Schedule a Site Visit at the Albany County Sheriff's location located at:**

380 Fox Creek Rd.
Medusa, NY 12120
Please call Dennis Wood at 518.858.8991

ITEM #2: The due date for this RFB has been extended by one (1) week. Bids are now due by 11:00AM on Thursday, April 11, 2024.

End of Addendum #2

COUNTY OF ALBANY

PEST CONTROL SERVICES THROUGH INTEGRATED PEST MANAGEMENT (IPM)

RFB-2024-015

ADDENDUM # 3

April 10, 2024

The following Addendum No. 3 consisting of ten (10) pages (including this cover page) is hereby issued on the 10th day of April, 2024, in connection with the Request for Bids# 2024-015 as requested by Various Albany County Departments.

COUNTY OF ALBANY

RFB-2024-015

PEST CONTROL SERVICES THROUGH INTEGRATED PEST MANAGEMENT (IPM)

ADDENDUM #3

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: **Please use the attached updated Bid Form worksheet in your bid submission. This updated worksheet has the Sheriff's location at Fox Creed Road, Medusa added.**

ITEM #2: **The due date for this bid has been extended one (1) week. Bids are now due on Thursday, April 18, 2024 at 11:00 AM.**

End of Addendum #3

Albany County Pest Control Services
BID FORM

Bid #2024-015

Building			
	Est. Hours per month	**Monthly Fees**	**Totals**
Mercantile Building-Probation			
First 60 days (two months) first year	0.5	$ 57.88	$ 115.76
10 months of the first year	0.5	$ 38.58	$ 385.80
Second Year	0.5	$ 38.58	$ 462.96
Third Year	0.5	$ 38.58	$ 462.96
Materials Cost		$	$
Total All		$	$ 1,427.48
% mark up materials cost		0%	0%
162 Washington Ave.-Social Services			
First 60 days (two months) first year	0.5	$ 57.88	$ 115.76
10 months of the first year	0.5	$ 38.58	$ 385.80
Second Year	0.5	$ 38.58	$ 462.96
Third Year	0.5	$ 38.58	$ 462.96
Materials Cost		$	$
Total All		$	$ 1,427.48
% mark up materials cost		0%	0%
Court House			
First 60 days (two months) first year	0.5	$ 57.88	$ 115.76
10 months of the first year	0.5	$ 38.58	$ 115.76
Second Year	0.5	$ 38.58	$ 385.80
Third Year	0.5	$ 38.58	$ 462.96
Materials Cost		$	$
Total All		$	$ 1,427.48
% mark up materials cost		0%	0%

Building			
	Est. Hours per month	Monthly Fees	Totals
95 Tivoli Street-Hall of Records			
First 60 days (two months) first year	0.5	$ 57.88	$ 115.76
10 months of the first year	0.5	$ 38.58	$ 385.80
Second Year	0.5	$ 38.58	$ 462.96
Third Year	0.5	$ 38.58	$ 462.96
Materials Cost		$	$
Total All		$	$ 1,427.48
% mark up materials cost		0%	0%
112 State Street-Co. Office Bldg.			
First 60 days (two months) first year	1.0	$ 173.68	$ 347.36
10 months of the first year	1.0	$ 173.68	$ 1,736.80
Second Year	1.0	$ 154.38	$ 1,852.56
Third Year	1.0	$ 154.38	$ 1,852.56
Materials Cost		$	$
Total All		$	$ 5,789.28
% mark up materials cost		0%	0%
Shaker Place Rehabilitation and Nursing			
First 60 days (two months) first year	4	$ 639.98	$ 1,279.96
10 months of the first year	4	$ 639.68	$ 6,399.80
Second Year	4	$ 639.98	$ 7,679.76
Third Year	4	$ 639.98	$ 7,679.76
Materials Cost		$	$
Total All		$	$ 23,039.28
% mark up materials cost		0%	0%

Building			
	Est. Hours per month	Monthly Fees	Totals
Correctional Facility			
First 60 days (two months) first year	1.0	$ 239.98	$ 479.96
10 months of the first year	1.0	$ 239.98	$ 2,399.80
Second Year	1.0	$ 239.98	$ 2,879.76
Third Year	1.0	$ 239.98	$ 2,879.76
Materials Cost		$	$
Total All		$	$ 8,639.28
% mark up materials cost		0%	0%
Hockey Facility			
First 60 days (two months) first year	1.0	$ 77.18	$ 154.36
10 months of the first year	1.0	$ 77.18	$ 771.80
Second Year	1.0	$ 57.88	$ 694.56
Third Year	1.0	$ 57.88	$ 694.56
Materials Cost		$	$
Total All		$	$ 2,315.28
% mark up materials cost		0%	0%
6 Lodge Street-Justice Building			
First 60 days (two months) first year	1.0	$ 77.18	$ 154.36
10 months of the first year	1.0	$ 77.18	$ 771.80
Second Year	1.0	$ 57.88	$ 694.56
Third Year	1.0	$ 57.88	$ 694.56
Materials Cost		$	$
Total All		$	$ 2,315.28
% mark up materials cost		0%	0%

Building			
	Est. Hours per month	Monthly Fees	Totals
224-260 S. Pearl Street - Mental Health, Board of Elections, CAC			
First 60 days (two months) first year	0.5	$ 38.58	$ 77.16
10 months of the first year	0.5	$ 38.58	$ 385.80
Second Year	0.5	$ 38.58	$ 462.96
Third Year	0.5	$ 38.58	$ 462.96
Materials Cost		$	$
Total All		$	$ 1,388.88
% mark up materials cost		0%	0%
Water Purification District North Plant, 1 Canal Road South			
First 60 days (two months) first year	0.5	$ 38.58	$ 77.16
10 months of the first year	0.5	$ 38.58	$ 385.80
Second Year	0.5	$ 38.58	$ 462.96
Third Year	0.5	$ 38.58	$ 462.96
Materials Cost		$	$
Total All		$	$ 1,388.88
% mark up materials cost		0%	0%
Water Purification District South Plant, 209 Church			
First 60 days (two months) first year	0.5	$ 38.58	$ 77.16
10 months of the first year	0.5	$ 38.58	$ 385.80
Second Year	0.5	$ 38.58	$ 462.96
Third Year	0.5	$ 38.58	$ 462.96
Materials Cost		$	$
Total All		$	$ 1,388.88
% mark up materials cost		0%	0%

Building			
	Est. Hours per month	Monthly Fees	Totals
175 Green St.-Health Dept.			
First 60 days (two months) first year	0.5	$ 38.58	$ 77.16
10 months of the first year	0.5	$ 38.58	$ 385.80
Second Year	0.5	$ 38.58	$ 462.96
Third Year	0.5	$ 38.58	$ 462.96
Materials Cost		$	$
Total All		$	$ 1,388.88
% mark up materials cost		0%	0%
William Rice Center			
First 60 days (two months) first year	1.0	$ 77.18	$ 154.36
10 months of the first year	1.0	$ 57.88	$ 578.80
Second Year	1.0	$ 57.88	$ 694.56
Third Year	1.0	$ 57.88	$ 694.56
Materials Cost		$	$
Total All		$	$ 2,122.28
% mark up materials cost		0%	0%
Ann Lee White House			
First 60 days (two months) first year	0.5	$ 38.58	$ 77.16
10 months of the first year	0.5	$ 38.58	$ 385.80
Second Year	0.5	$ 38.58	$ 462.96
Third Year	0.5	$ 38.58	$ 462.96
Materials Cost		$	$
Total All		$	$ 1,388.88
% mark up materials cost		0%	$ 0%

Building			
	Est. Hours per month	Monthly Fees	Totals
Albany County Family Court Building			
First 60 days (two months) first year	1.00	$ 77.18	$ 154.36
10 months of the first year	0.5	$ 57.88	$ 578.80
Second Year	0.5	$ 57.88	$ 694.56
Third Year	0.5	$ 57.88	$ 694.56
Materials Cost		$	$
Total All		$	$ 2,122.28
% mark up materials cost		0%	0$

Sheriff's Patrol Station 58 Verda			
First 60 days (two months) first year	0.5	$ 57.88	$ 115.76
10 months of the first year	0.5	$ 38.58	$ 385.80
Second Year	0.5	$ 38.58	$ 462.96
Third Year	0.5	$ 38.58	$ 462.96
Materials Cost		$	$
Total All		$	$ 1,466.08
% mark up materials cost		0%	0%
Sheriff's E911 Communication Center			
First 60 days (two months) first year	0.5	$ 57.88	$ 115.76
10 months of the first year	0.5	$ 38.58	$ 385.80
Second Year	0.5	$ 38.58	$ 462.96
Third Year	0.5	$ 38.58	$ 462.96
Materials Cost		$	$
Total All		$	$ 1,466.08
% mark up materials cost		0%	$ 0%
Sheriff's Communication Center- 26 Olive Street			
First 60 days (two months) first year	0.5	$ 57.88	$ 115.76
10 months of the first year	0.5	$ 38.58	$ 385.80

Building			
	Est. Hours per month	Monthly Fees	Totals
Second Year	0.5	$ 38.58	$ 462.96
Third Year	0.5	$ 38.58	$ 462.96
Materials Cost		$	$
Total All		$	$ 1,466.08
% mark up materials cost		0%	0%
Sheriff's Ambulance EMS 21 Voorheesville			
First 60 days (two months) first year	0.5	$ 57.88	$ 115.76
10 months of the first year	0.5	$ 38.58	$ 385.80
Second Year	0.5	$ 38.58	$ 462.96
Third Year	0.5	$ 38.58	$ 462.96
Materials Cost		$	$
Total All		$	$ 1,466.08
% mark up materials cost		0%	0%
Lawson's Lake Caretaker House			
First 60 days (two months) first year	0.5	$ 57.88	$ 115.76
10 months of the first year	0.5	$ 38.58	$ 385.80
Second Year	0.5	$ 38.58	$ 462.96
Third Year	0.5	$ 38.58	$ 462.96
Materials Cost		$	$
Total All		$	$ 1,466.08
% mark up materials cost		0%	0%
Albany County Sheriff's Office Fox Creek Road Medusa		$	$
First 60 days (two months) first year	0.5	$ 57.88	$ 115.76
10 months of the first year	0.5	$ 38.58	$ 385.80
Second Year	0.5	$ 38.58	$ 462.96
Third Year	0.5	$ 38.58	$ 462.96

Building			
	Est. Hours per month	Monthly Fees	Totals
Materials Cost		$	$
Total All		$	$ 1,466.08
% mark up materials cost		0%	0%
TOTAL COST 3 YEARS ALL FACILITIES		$	$ 67,793.76
Entomologist Hourly Rate		$	90.00
Supervisors Hourly Rate		$	60.00
Technician Hourly Rate		$	38.60
Bed bug treatment price per square foot	$		1.00
Company	Pestmaster Services of the Hudson Valley		
Company Representative (Print)	Paul Alley, President		
Signature			
Date April 10, 2024			

Vendor agrees to provide all necessary maintenance and inspections in this bid, for the Albany County facilities listed at the price bid above.

PEST CONTROL SERVICES THROUGH INTEGRATED PEST MANAGEMENT (IPM)

SCOPE OF SERVICES

BID #2024-015

Scope: The County of Albany desires maintaining a pest free environment to promote the safety and health of our resident and employee population. This service is desired at multiple locations, as described by the attached "Detailed Specifications."

General

The County of Albany is seeking cost proposals from eligible contractors to review current operations and establish an effective IPM program to be consistent with the provisions of Resolution #46a, attached as Attachment D, adopted on 5/11/98. The intent is to pursue a multi-year contract to continue an effective Pest Control Program utilizing Integrated Pest Management Practices and, when required and approved by the Pest Control Committee, chemicals restricted to Tox Cat III, non-carcinogenic.

Integrated pest management shall mean the use of a variety of economical and environmentally sensitive strategies to prevent and to control pests. These strategies shall employ non-toxic or where necessary and in the public interest the least toxic means available to accomplish pest control. These strategies shall include but shall not be limited to: 1) regular monitoring and evaluation to enable early detection; 2) mechanical controls such as manual removal, barriers, and traps; 3) biological controls; and 4) least toxic chemical controls where pesticides are deemed necessary. These strategies shall minimize the reliance upon routine application of chemical pesticides while maximizing the use of other preventive and responsive measures.

Therefore, it will be the duty and obligation of the contractor to institute an IPM program in each participating facility and to supply all services within the framework of this program. The contractor shall provide cooperation to the user department and others concerned in order to protect the health, safety and well-being of residents, staff and pest control technicians, to insure compliance with applicable regulations and guidelines and to guarantee the maximum effectiveness for the money and effort invested.

Pests Included and Excluded

The Contractor Shall Adequately Suppress the Following Pests:

- Indoor populations of rats, mice, snakes, cockroaches, ants, flies, fruit flies, cluster flies, fleas, Indian meal moths, confused flour beetles, midges, silverfish, bees, wasps (yellow jackets) hornets, termites and other wood destroying organisms, spiders and any other arthropod pests not specifically excluded from the contract.

- Populations of the above pests that are located outside of the specified buildings, but within the property boundaries of the facilities.

- Winged termite swarmers emerging indoors.

- Incidental non-rodent invaders inside buildings.

Contractor shall offer separate pricing for the treatment of Bed Bugs (Cimex lectularius Unnaeus) as requested or on as needed basis with the mutual agreement of both parties.

- Upon the discovery of bed bugs in any County Facility, the Contractor shall alert the Facility Manager immediately.

- Contractor shall offer a treatment plan, as it deems appropriate, to eliminate the bed bugs. Due to the nature of the work being performed, proper documentation is a necessity for Albany County. Albany County will require status reports from the Contractor be turned into the Facility Manager prior to each application procedure and subsequent inspections detailing dates, times, locations and summary of work performed.

- Contractor shall provide a time line, which must include: the amount of time to treat each affected area, how they will be treated, the size of the crew per day and what warranty is being offered.

The Population of the Following Pests is Excluded From This Contract:

- Birds, bats, and all other vertebrates other than commensal rodents.

- Mosquitoes

- Pests that primarily feed on outdoor vegetation.

Personnel Requirements

Qualifications and Experience: Pest control technicians assigned to County facilities by the contractor must possess the following minimum qualifications and experience:

- Good knowledge of problem pests and methods of reducing or eliminating food and harborage of same, and the proper and safe use of least toxic pesticides.

- Possess NYS DEC certification in all appropriate categories.

- At least one year of recent full-time paid experience in professional pest control with experience in facilities similar to those outlined herein.

The contractor shall provide, under this contract, only qualified pest management personnel with adequate experience in the conduct of IPM programs. All on-site personnel must understand current practices in this field and be able to make judgments regarding IPM techniques.

The contractor must meet the following specific staff requirements:

Entomologist: The contractor shall have access to an entomologist who will have primary responsibility for the conduct of this contract and who will be available for routine and emergency consultation. It is preferred, but not required, that the entomologist be a full time employee. If the entomologist is not on staff, the contractor must show evidence of contractual or other arrangement to ensure availability of the entomologist. The following minimal documentation regarding this individual's experience and training shall be provided with the pest management plan:

- Resume

- Bachelor's Degree in entomology from an accredited university; or a Bachelor's Degree in biology, chemistry or other life science. Membership in the board of certified entomologist (BCE) is also highly desired, but not required.

- Current certification in the appropriate jurisdictions as a commercial pesticide applicator in the category of industrial, institutional, structural, and health related pest control with a minimum of subcategories to include "general pest control and rodent control."

On-Site Supervisor: A supervisor and an alternate must be identified in the Pest Management Plan. The supervisor shall be the contractor's authority to act on matters pertaining to the performance of services required under the contractor. This individual shall assure safety and carry out coordination and continuity of the program routine. The supervisor and alternate shall both have a working knowledge of this contract and the detailed Pest Management Plan and schedule for each building. The supervisor and alternate must both meet the qualifications identified below under "Pest Management Technicians.

Pest Management Technicians: The contractor shall provide, in the Pest Management Plan, the names of all pest management personnel assigned to this contract and pertinent information regarding their qualifications, experience and training. Throughout the life of this contract all personnel providing on-site pest management services must be certified in appropriate pest control categories. No uncertified personnel will be permitted to work under this contract.

General Program Requirements

General requirements of the IPM program shall include the following for each facility specified in the contract:

A. Initial Inspection

A thorough, initial inspection shall be conducted during the first month of the contract by the contractor's entomologist and the user department representative. The purpose of this initial inspection is for the contractor to evaluate the pest control needs of the premises and to discuss these needs with the user department. The following specific points should be addressed:

1. Identification of problem areas in and around the building.

2. Identification of structural features or personnel practices that are contributing to pest infestations.

3. Discussions of the effectiveness of previous control efforts.

4. Facilitation of contractor access to all necessary areas. Access to building space shall be coordinated with the user department representative.

5. Informing the contractor of any restrictions or special safety precautions.

6. Contractor shall provide the department contact with a list of current pesticide categories that the company's personnel are certified in.

B. Submission of Plan

Following the initial inspection, the contractor will develop a detailed Pest Management Plan and Service Schedule for each facility. This written plan and schedule must be submitted to the user department representative for approval prior to initiation. Each department will provide the name of their representative and the name of their alternate(s). The plan and schedule should identify any structural or operational changes which might facilitate the pest management effort. In addition, the plan must identify the proposed primary pesticides and alternatives by Environmental Protection Agency (EPA) accepted common name (generic name); the building; and rationale for each type of use. Proposed trapping devices for rodents, if any, should also be included. The plan should describe in detail the contractor's means for monitoring pest populations in and around the building.

Frequency of inspections and treatment by the contractor shall depend on the specific pest control needs of the premises. At a minimum, the inspections shall be done according to the detail specifications.

The plan and schedule shall be submitted not more than ten (10) working days following the initial inspection of the premises. The user department will render a decision regarding the acceptability of the plan and schedule within ten (10) working days following receipt. The contractor shall be on-site to implement the plan and schedule within five (5) working days following notice of approval of the plan. If the plan is disapproved, the contractor shall have three (3) working days to submit a revised plan and schedule.

Any subsequent changes in the plan and schedule and/or additions to the approved pesticide list must receive the concurrence of the user department.

C. Monitoring and Inspection

A critical aspect of the Pest Management Plan shall be the establishment of a monitoring and inspection program to identify infested areas and allow an objective assessment of pest population levels. Monitoring and inspection shall be continued throughout the duration of this contract. The contractor shall describe in his Pest Management Plan his approach to meeting this requirement. Where appropriate, glue traps shall be employed to monitor cockroach populations in selected areas.

D. Structural Modifications

Throughout the term of this contract, the Contractor shall be responsible for advising the department representative about any structural, sanitary, or procedural modifications that reduce pest food, water, harborage, or access. The contractor shall be responsible for adequately suppressing all pests included in this contract regardless of whether or not the suggested modifications are implemented. The contractor will not be held responsible for carrying out structural modifications as part of the pest control effort. However, minor applications of caulk and other sealing materials by the Contractor to eliminate pest harborage or access may be approved by the department representative on a case-by-case basis. The Contractor shall obtain the approval of the department representative prior to any application of sealing material or other structural modification.

E. Pesticide Products and Use

Contractor shall be required at all times to be consistent with Albany County Resolution #46a, attached as Attachment D, adopted on 5/11/98.

As a general rule, application of pesticides in any area inside or outside the premises (i.e. in any room, closet, hallway, stairwell, and similar locations) shall not occur unless inspections or monitoring indicate the presence of pests in that specific area and are in accordance with Albany County Resolution #46a.

Preventive treatments of inside and outside areas where inspections indicate a potential insect or rodent infestation are acceptable only on a case-by-case basis with approval from the Albany County Commissioner of Health or the Albany County Pest Management Committee based on Resolution #46a.

The Contractor shall be responsible for application of pesticides according to the manufacturer's label. All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA), state and/or local jurisdiction. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state, and local laws and regulations.

The Contractor shall adhere to the following rules for pesticide use:

- Approved Products: The Contractor shall not apply any pesticide product that has not been included in the Pest Management Plan and approved in writing by the DEPARTMENT REPRESENTATIVE consistent with Albany County Resolution #46a.

- Pesticide Storage: The Contractor shall not store any pesticide product on County premises.

- Application by Need: Pesticide application shall be according to need and as required by Albany County Resolution #46a.

- Minimizing Risk: When pesticide use is necessary, the Contractor shall employ a low risk material, most precise application technique, and minimum quantity of pesticide necessary to achieve control consistent with Albany County Resolution #46a.

- Pesticide Neighbor Notification Law: Contractor is responsible for notifying all parties of pesticide applications as required by state, county and/or local law.

F. Insect Control

1. Emphasis on Non-Pesticide Methods: The Contractor shall use non-pesticide methods of control wherever possible. For example:

    - Portable vacuums designed for pest control rather than pesticide sprays shall be used for initial cleanouts of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs wherever appropriate.

    - Trapping devices rather than pesticide sprays shall be used for indoor insect control wherever appropriate.

2. Application of Insecticides to Cracks and Crevices: As a general rule, the Contractor shall apply all insecticides as "crack and crevice" treatments only (application with a tool or nozzle specifically designed for crack and crevice injection), to be defined in this contract as treatments in which the formulated insecticide is not able to be contacted or is not visible to a bystander during or after the application process and in compliance with Albany County Resolution #46a.

3. Application of Insecticides to Exposed Surfaces or as Space Sprays: Application of insecticides to exposed surfaces or as space sprays (including fogs, mists, and ultra-low

volume applications) shall be restricted to unique situations where no alternative measures are practical. The contractor shall obtain the approval as per Albany County Resolution #46a prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space spray shall be made while tenant personnel are present. The Contractor shall take all necessary precautions to ensure resident and employee safety, and all necessary steps to ensure that containment of the pesticide to the site of application.

4. Insecticide Bait Formulations: Bait formulations shall be used for cockroach and ant control wherever appropriate.

5. Monitoring: Sticky traps shall be used to guide and evaluate indoor insect control efforts wherever necessary.

G. Rodent Control

1. Indoor Trapping: As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked daily unless otherwise agreed to by the department representative. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

2. Use of Rodenticides: In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain approval consistent with Albany County Resolution #46a prior to making any interior rodenticide treatment. All
rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.

3. Use of Bait Boxes: Frequency of bait box servicing shall depend upon the level of rodent infestation. Contractor shall provide lockable bait boxes in sufficient number to control rodent population as it changes. All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following five points:

    - All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.

    - The lids of all bait boxes shall be securely locked or fastened shut.

    - All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.

- Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.

- All bait boxes shall be labeled on the inside with the Contractor's business name and address, and dated by the Contractor's employee at the time of installation and each servicing.

- Contractor shall remove old bait and glue boards when replacing with new.

Preventive treatments of inside and outside areas where inspections indicate a potential insect or rodent infestation are acceptable only on a case-by-case basis with approval of the user department. The Contractor must indicate areas for the preventive treatment in the Pest Management Plan for the building site and list the methods of application.

H. Record Keeping and Reporting

The Contractor shall be responsible for maintaining a complete and accurate pest management log. Each building that is serviced under this contract shall have its own logbook which will be kept in the user department area and maintained on each visit by the contractor. Logbook and forms shall be provided by the contractor.

The log shall contain the following items:

1. A copy of the Pest Management Plan and Service Schedule for the building.

2. A copy of the current label and EPA registration number for each pesticide used in the facility, including the Material Safety Data Sheet.

3. Pest surveillance data sheets which record, in a systematic fashion, the number of pests or other indicators of pest population levels revealed by the contractor's monitoring program for the building: For example, number and location of cockroaches trapped by zone monitors, number and location of rodents trapped or carcasses removed, number and location of new rat burrows observed, degree of feeding in rodent bait stations, etc.

4. The location of all traps, trapping devices, and bait stations in or around the premises. This information can be in either tabular, list, or map format. However, map format is preferred.

5. The contractor's Service Report forms, documenting arrival and departure time of the contractor's representative performing the service, and all information on pesticide application required by statute. These report forms may incorporate some or all of the surveillance data required in item 3 above. A copy of this report shall be included with each monthly invoice.

Note: The IPM Coordinator for each site, shall receive an annual report during the first two weeks of January showing any chemical applications made during the past twelve (12) months.

I. Special Requests and Emergency Service

The regular service shall consist of performing all components of an IPM program other than in structural modification, as described in the contractor's detailed plan and schedule for each building during the period of this contract. Occasional requests for corrective action, special services beyond the routine requests or emergency service, shall be placed with the contractor's on-site supervisor by the user department representative. The contractor shall respond to requests for emergency service within 3 hours of the request. The contractor shall respond to special service requests within (1) working day after receipt of request. All emergency and special services shall be recorded. In the event that such services cannot be completed within the above stipulated time frame, the contractor shall immediately notify the user department representative and indicate an anticipated completion date.

The contractor shall describe in the plan his capability of meeting emergency and special service requests (e.g., radio-dispatched service, name of office personnel handling the account, availability of trucks and personnel, etc.).

The awarded contractor will be required to meet with the Albany County Pest Control Committee at the quarterly meetings to discuss the services being provided.

All other County owned or operated properties will be included in this contract for any corrective measures that may need to be taken. These properties shall be priced at the time and materials rate.

J. Health and Safety

The Contractor shall observe all safety precautions throughout the performance of this contract. All Federal, State and local laws pertaining to the use of pesticides must be complied with. Where there is a conflict between applicable regulations, the most stringent will apply.

The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

K. Inspection

Throughout the duration of this contract, the premises covered will be inspected by user department staff to determine the effectiveness of the program and contractor compliance with the contract. The contractor shall promptly initiate actions to correct all deficiencies found.

It shall be the contractor's responsibility to furnish an adequate supply of materials necessary for user department personnel to inspect the interior of all rodent bait stations. These materials may include allen wrenches to loosen and re-tighten fasteners, keys to open locks, or replacement self-locking plastic ties. Implements to cut plastic ties or seals are not included under this provision.

Specific Program Requirements

A. Manner and Time to Conduct Service

It shall be the contractor's responsibility to carry out work according to the Pest Management Plan and schedule developed for each building. The contractor's on-site supervisor shall be responsible for coordination with each user department or representative at the beginning of each visit. The purpose of this coordination is to review the plan and schedule and to receive information on problem areas needing corrective action.

Services which do not adversely affect resident or employee health or productivity may be performed during the regular hours of operation in the various buildings. When it is necessary to perform work on weekends or outside the regularly scheduled hours set in the contractor's plan and schedule, the contractor shall notify the user department representative at least two (2) days in advance, and all arrangements will be coordinated between the user department representative and the on-site supervisor. Unless otherwise agreed to in the plan, all application of toxicants is to be done at night or on weekends to allow for ventilation before tenants reenter the facility. The contractor shall allow the user department representative sufficient time to inform tenants of application and assure the security of the areas treated.

The contractor shall observe all safety precautions and security procedures throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering the building. Any restrictions associated with these special areas will be explained to the contractor by the user department or representative. These restrictions shall be adhered to and incorporated into the contractor's detailed plan and schedule for the building.

All contractor personnel, while working under this contract, shall wear distinctive uniform clothing and carry photo identification acceptable to the user department. The uniform shall have the contractor's name easily identifiable, affixed thereon in a permanent or semi-permanent manner. Additional personal protective equipment required for the safe performance of work must be determined and provided by the contractor. Protective clothing, equipment, and devices shall as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the contractor must be identified in accordance with State and local regulations.

Time and Materials Costs

The Contractor will provide the County a "time and materials" cost for any corrective measures not covered by the contract. Since this is a full service contract as specified herein, such corrective measures would be limited to vandalism, fire, Act of God, negligence by the County, or other unusual circumstances. The time and materials portion of the bid shall be computed as follows:

a. For the time charge, multiply the hourly rate for labor by the estimated number of hours that will be required.

b. For the materials charge, multiply the percent markup over the Contractors cost for parts and materials by the total dollar value of materials and parts that may be required. A copy of the invoice detailing the Contractor's cost of materials will be required to be submitted with each invoice submitted under the time and materials clause.
c. Work under this clause **must have prior approval** from the user agency.

DETAILED SPECIFICATIONS RFB-2024-015

MERCANTILE BUILDING

The Albany County Mercantile Building is a four (4)-story office complex with a full basement, two (2) passenger elevators and one (1) freight elevator. There are 14 restrooms, which average 150 square feet, reception areas, which average 8,000 square feet, and a full basement that contains a boiler room and several storage areas. This facility desires maintaining a pest free environment to promote the safety and health of our employee population.

PROJECT LOCATION

THE MERCANTILE BUILDING
Probation Department
60 S. Pearl Street, Albany NY
Don Ballard or Tom Stover
518-447-5562 - for site visit

The contractor will perform service at the facility monthly. The service shall be performed Friday afternoons, between 4:00 pm and 5:00 pm. At this time, individual offices need not be serviced. If additional problems arise, they will be serviced on an as needed basis as mutually agreed to by the Contractor and the County.

COUNTY OFFICE BUILDING, 112 STATE STREET

The Albany County Office Building is a 13-story office complex with a basement floor and six (6) elevators. The office occupants are mainly County agencies, but there are some private offices. There is also a small restaurant, and vending area on the first floor. This facility desires maintaining a pest free environment to promote the safety and health of our resident and employee population. The Deputy Commissioner is responsible for all future interactions in this regard.

The first floor includes a restaurant (1,200 sq. ft.), a small vending area (50 sq. ft.). The building contains 35 restrooms, which average 145 square feet. It also contains 14 janitor's closets, which average 24 square feet. The basement contains a boiler room (1,500 sq. ft.), HVAC room (1800 sq. ft.), and the Albany County Central Supply and Print Shop (1,300 sq. ft.). The bank and barber shop on the first floor each handle pest control separately themselves, and hence, are not included in this project description.

PROJECT LOCATION

THE ALBANY COUNTY OFFICE BUILDING
112 STATE STREET
ALBANY, NY, 12207
Don Ballard or Tom Stover
518-447-5562- for site visit

The contractor will perform service at the facility at least once per week for a time determined after the initial contractor review. Each week, the Contractor will service the basement area and the restaurant. In addition, three floors of the building will be serviced **per week**. The areas to be serviced on these floors shall be the rest rooms and janitor's closets ONLY. At this time, individual offices need not be serviced. If additional problems arise, they will be serviced on an as needed basis as mutually agreed to by the Contractor and the Deputy Commissioner.

SHAKER PLACE REHABILITATION AND NURSING CENTER

The Albany County Shaker Place Rehabilitation and Nursing Center is a residential nursing home with a population of 250 residents. The plant is comprised of one building and a freestanding laundry. These facilities desire maintaining a pest free environment to promote the safety and health of the residents and employee population. The Director of Environmental Services is responsible for the completion of the Project Definition and all future interactions in this regard.

PROJECT LOCATION

Shaker Place Rehabilitation and Nursing Center
100 Heritage Lane
Albany, NY 12211
Robert Edler
518-213-8927- For site visit

The Shaker Place Rehabilitation and Nursing Center is a 250 bed Nursing Home with a basement, 1st floor and a four (4) floor Hi-Rise. The first floor has a lobby, six (6) nursing units, 10 residential dining areas, an employee café, clinical areas, several offices, and a child daycare center. The basement has a kitchen area (3,373 sq. ft.), a soiled linen room, a receiving dock, several storage rooms, staff lounge, maintenance shops, locker rooms, and offices. Shaker Place totals 250,000 sq. ft. The Hi-Rise is currently unoccupied on the 2nd, 3rd, and 4th floors, but is subject to future use. The 5th floor has been converted to occupied office space.

The contractor will perform service at the main facility at least once per week for a time determined after the initial contractor review, but not to be less than two hours at Shaker Place. The time of service for these facilities may be reduced or increased as deemed appropriate by the Director of Environmental Services to maintain a pest free environment at a reasonable cost.

The contractor will provide in-service training for preparation prior to any service, including, but not limited to, videos, wall placards and related materials. The contractor will provide a service log with all Material Safety Data (MSD) sheets, product tables, schedules and customer service reports. The contractor will also provide, to the Director of Environmental Services, a Quality Assurance Survey at least every quarter.

The need for the application of chemical pesticides in the kitchen and dishwasher area shall be based on Resolution #46a. Contractor to provide weekly monitoring services for the luncheon and dishwasher areas.

The Albany County Shaker Place Rehabilitation and Nursing Center wishes to modify sections 4.1.C and 4.1.D of the General Overview for their purposes **ONLY**. These modifications shall not apply to other facilities.

4.1.C The contractor will submit with their bid a proposed budget outlining the hourly rate for the service to be provided. After **one (1) month**, the contractor shall meet with the Director of Environmental Services to determine if the hours are sufficient or if a reduction is in order. Any reduction shall result in a cost reduction to the facility. The Director of Environmental Services may act sooner in regard to the changes to the initial schedule if the anticipated results are not achieved.

4.1.D If, in the opinion of the Director of Environmental Services, that the IPM approach is not keeping the pest population within the guidelines of Federal Sanitary Code 487.70(h)(4), then the Director of Environmental Services reserves the right to go the Pest Control Committee and have the contractor apply chemical applications as per Resolution #46a.

HALL OF RECORDS

A preventative pest control program at Albany County Hall Records located at 95 Tivoli Street. This building is 45,080 square feet and houses offices and a warehouse used for records storage.

MONITORING and INSPECTION

On a monthly basis, the entire area will be monitored and inspected by a service technician. The areas of concern are the offices, restrooms, the lunch room and the storage area. The contractor will perform the services at the facility, at a mutually agreeable time, which will be determined after the initial contractor review.

PROJECT LOCATION

THE ALBANY COUNTY HALL OF RECORDS
95 TIVOLI STREET
ALBANY, NY, 12207
Craig Carlson, Executive Director
518-487-5141 - For site visit

ALBANY COUNTY COURT HOUSE

The Albany County Court House is a four (4)-story office complex with a basement and sub-basement, and four (4) elevators. The office occupants are mainly County and State agencies. There is also a small restaurant in the sub-basement. This facility desires maintaining a pest free environment to promote the safety and health of our resident and employee population. The Deputy Commissioner is responsible for all future interactions in this regard.

PROJECT LOCATION

THE ALBANY COUNTY COURT HOUSE
EAGLE AND COLUMBIA STREETS
ALBANY, NY, 12207
David Quinn, Building Maintenance Supervisor
518-487-5361 - For site visit

The County Court House (100,000 sq. ft. total) consists of four (4) floors, a basement, a sub-basement, and a boiler room. The sub basement contains a restaurant. The building contains 51 restrooms, which average 50 square feet. It also contains seven (7) janitor's closets, which average 30 square feet. The boiler room (1,440 sq. ft.) is located in a room below the sub-basement.

The contractor will perform service at the facility at least once per month for a time determined after the initial contractor review. Each month, the Contractor will service all hallways, the basement and sub-basement areas, the restaurant, the janitor's closets and all restrooms. At this time, individual offices need not be serviced. If additional problems arise, they will be serviced on an as needed basis as mutually agreed to by the Contractor and the Facility Superintendent.

ALBANY COUNTY HOCKEY FACILITY

The Albany County Hockey Facility is a one (1)-story building with an offset mechanical level. This facility desires maintaining a pest free environment to promote the safety and health of our employee population. The Facility Administrator is responsible for all future interactions in this regard.

PROJECT LOCATION

THE ALBANY COUNTY HOCKEY FACILITY
18 HOCKEY LANE
LOUDONVILLE, NY, 12211
Paul Hebert, Facility Manager
518-452-7397 - For site visit

The areas to be serviced at the County Hockey Facility include: a skate shop, Four (4) restrooms, main lobby, store room, maintenance closet, Zamboni room, six (6) locker rooms, meeting room and two (2) mechanical rooms.

The contractor will perform service at the facility monthly. The service shall be performed at a time mutually agreed to by both parties. This time may change due to the seasonal schedule of the Hockey Facility. If additional problems arise, they will be serviced on an as needed basis as mutually agreed to by the Contractor and the County.

ALBANY COUNTY CORRECTIONAL FACILITY

The Albany County Correctional Facility is a four (4)-story complex with five (5) elevators and a new mental health area, which totals 400,000 square feet. This facility desires maintaining a pest free environment to promote the safety and health of our resident and employee population. The Maintenance Supervisor is responsible for all future interactions in this regard.

Building Description

ALBANY COUNTY CORRECTIONAL FACILITY
840 ALBANY SHAKER ROAD
ALBANY, NY, 12211
Zach Porto 518-817-1429 for site visit

All inquiries concerning this PD or site visit will be addressed to: Maintenance Supervisor, Zach Porto, 518-817-1429

The contractor will perform service at the facility as called for in the enclosed schedule. At this time, individual offices need not be serviced. If additional problems arise, they will be serviced on an as needed basis as mutually agreed to by the Contractor and the Facility Superintendent.

The Facility proposes to be serviced as per the following tentative schedule, which may be subject to change, upon agreement between the parties:

Frequency: **Weekly Service**
Time of Service: **Day Portion: 12:30 pm to 2:30 pm, Tuesdays**

WEEK #1	East Wing	1st, 2nd, 3rd, and 6th Tiers Hallways, Catwalks and Bullpen
Areas		Cells (upon request) Gyms "A" and "B"

PEST CONTROL, SERVICE SCHEDULE (continued)
Albany County Correctional Facility

WEEK #2	East Wing	4th Tier Hallways, Catwalks and Bullpen
Areas		
		Cells (upon request) Medical Area - 5th Tier - Rooms Pharmacy Mental Health North and South Pods School Area Maintenance Shop - Generator Room, Boiler
House		
		Commissary - Old Library Areas Annex
WEEK #3	West Wing	1st, 2nd, 3rd, 4th and 5th Tiers Hallways, Catwalks and Bullpen
Areas		
		Cells (upon request) 6th, 7th, and 8th Tiers Entrance Areas, Hallways and Catwalks and Bullpen Areas Holding Areas Cage area, Offices, Hallways, etc.
WEEK #4		Food Service Storage Areas, Kitchen Freight Elevator and Pit Bakery Laundry Hallways Old Booking and I.D. Sections Complete Basement Floor - 7th East Tier
	New Building	"A", "B", and "C" Sections Bullpen and Cage Areas Cells (upon request) Visitation Area - Entrances, Reception Area, Waiting and Contact Visit Area School Library, Staff Recreation and Locker Area Control Room Inmate Service Unit - Classification Unit Administrative Offices and Hallways, Captain's & Sergeant's

Frequency: **Weekly Service**
Time of Service: **Days: 12:30 pm to 2:30 pm Tuesdays**

Main Kitchen Area
Bakery, Laundry, Storage Areas and Hallways
All Elevators and Pits
Staff Lounge / Dinette
Annex

Frequency: **Monthly Service**
Time of Service: **Days: 12:30 pm to 2:30 pm, Tuesdays**
[Second Week Each Month]

TOTAL FOOD SERVICE AREAS

Frequency: **Bi Weekly**
Time of Service: **During the day**

Monitor in the following areas:

Business Office
Administration Break Area
Civilian Lunch Room
Boiler House
Stockroom
Lobby Closet

SOCIAL SERVICES
162 WASHINGTON AVENUE

The Albany County Social Services Building is a seven (7)-story office complex with a full basement, two (2) passenger elevators and one (1) freight elevator. There are 14 restrooms, which average 150 square feet, four (4) restrooms which average 100 square feet, four (4) break rooms which average 340 square feet, three (3) break rooms which average 100 square feet, 1 break room which averages 470 square feet, seven (7) electrical closets, which average 100 square feet. The basement area contains several office and meeting rooms, boiler room which is 800 square feet. Main electrical switch room 450 square feet. This facility desires maintaining a pest free environment to promote the safety and health of our employee population.

MONITORING and INSPECTION

On a monthly basis, the entire area will be monitored and inspected by a service technician. The areas of concern are the Restrooms, the Break Rooms and Storage Areas. The contractor will perform the services at the facility, at a mutually agreeable time, which will be determined after the initial contractor review.

PROJECT LOCATION

Albany County Department of Social Services
162 Washington Ave.
Albany, NY 12210
Don Ballard or Tom Stover
518-447-5562– For site visit

ALBANY COUNTY BOARD OF ELECTIONS, MENTAL HEALTH, AND CAC CENTER
224-260 SOUTH PEARL STREET

Albany County Board of Elections is located at 224 South Pearl Street adjacent to the Albany County Mental Health Department. It is a one (1)-story office complex with no basement. There are four (4) restrooms averaging 165 square feet and two (2) mechanical rooms. The total area of the facility is 27,400 square feet. This facility desires maintaining a pest free environment to promote the safety and health of our employee population.

MONITORING and INSPECTION

On a monthly basis, the entire area will be monitored and inspected by a service technician. The areas of concern are the Restrooms, the Reception Area and Offices. The contractor will perform the services at the facility, at a mutually agreeable time, which will be determined after the initial contractor review.

The Albany County Mental Health Department Building is a two (2) story office complex with no basement, (1) one ADA elevator. There are four (4) restrooms, two (2) of the four (4) are large that average 264 square feet each, and the other two (2) are smaller and average 65 square feet. The reception area is approximately 500 square feet. There is a utility room, water service room, and maintenance storage room. The Mental Health portion of this building is approximately 19,107 square feet. This facility desires maintaining a pest free environment to promote the safety and health of our employee population.

MONITORING and INSPECTION

On a monthly basis, the entire area will be monitored and inspected by a service technician. The areas of concern are the Restrooms, the Break Rooms and Storage Areas. The contractor will perform the services at the facility, at a mutually agreeable time, which will be determined after the initial contractor review.

The Child Advocacy Center (CAC) is approximately 8,500 square feet of single story office space located adjacent to the Board of Elections.

MONITORING and INSPECTION

On a monthly basis, the entire area will be monitored and inspected by a service technician. The areas of concern are the restrooms, the break rooms and storage areas. The contractor will perform services at the facility, at a mutually agreed upon time, which will be determined after the initial contractor review.

PROJECT LOCATION

Albany County, Board of Elections, Mental Health, and CAC
224-260 South Pearl Street
Albany, NY
Don Ballard or Tom Stover
518-447-5562– For site visit

ALBANY COUNTY HEALTH DEPARTMENT
175 GREEN STREET

The Albany County Health Department Building is a two (2)-story office complex with a full basement, one (1) passenger elevator. There are 13 restrooms, which average 145 square feet. The reception areas average 3,000 square feet. There is a full basement area, which contains a boiler room, and additional storage areas. The building is approximately 47,500 square feet. This facility desires maintaining a pest free environment to promote the safety and health of our employee population.

MONITORING and INSPECTION

On a monthly basis, the entire area will be monitored and inspected by a service technician. The areas of concern are the Restrooms, the Break Rooms and Storage Areas. The contractor will perform the services at the facility, at a mutually agreeable time, which will be determined after the initial contractor review.

PROJECT LOCATION

Albany County Department of Health
175 Green Street
Albany, NY
Don Ballard or Tom Stover
518-447-5562 - For site visit

ALBANY COUNTY JUDICIAL CENTER

The Albany County Judicial Center is a four (4)-story office complex with a basement and HVAC room, and four (4) elevators. The office occupants are mainly County and State agencies. This facility desires maintaining a pest free environment to promote the safety and health of our resident and employee population. The Deputy Commissioner is responsible for all future interactions in this regard.

PROJECT LOCATION

THE ALBANY COUNTY JUDICIAL CENTER
6 LODGE STREET
ALBANY, NY, 12207
David Quinn, Building Maintenance Supervisor
518-487-5361 - For site visit

The Judicial Center (92,000 sq. ft. total) consists of four (4) floors, a basement (two (2) locker rooms, nine (9) holding cells, with a toilet in each), and boiler room. The building contains eight (8) public restrooms, which average 144 square feet. The building also contains 19 private restrooms, which average 49 square feet. It also contains five (5) janitor's closets, which average 30 square feet. The main entrance area, reception area averages 2,156 square feet. The boiler room is located in a room below the basement.

The contractor will perform service at the facility at least once per month for a time determined after the initial contractor review. Each month, the Contractor will service all hallways, the basement and HVAC area, the janitor's closets and all restrooms. At this time, individual offices need not be serviced. If additional problems arise, they will be serviced on an as needed basis as mutually agreed to by the Contractor and the County.

WILLIAM RICE EXTENSION CENTER, 24 MARTIN ROAD, VOORHEESVILLE

The William Rice Extension Center is a two (2)-story office building which houses the Albany County Sheriff's Patrol Station on the lower floor (basement). The main or upper floor houses Cornell Cooperative Extension, USDA Farm Service Agency, Albany County Soil & Water Conservation District and the Albany County Sheriff's Office EMS Unit. This facility desires maintaining a pest free environment to promote the safety and health of employees and customers. The maintenance supervisor is responsible for all future interaction in this regard.

The lower floor (basement) is 5,000 square feet total with 3,816 sq. ft. of office space and 1,184 sq. ft. of dead storage space. There are two (2) bathrooms on this floor. The main or upper floor is 16,000 sq. ft. in total. There are four bathrooms on this floor totaling 580 sq. ft. A maintenance room is 440 sq. ft. on this floor as well.

PROJECT LOCATION

William Rice Extension Center
PO Box 497, 24 Martin Road
Voorheesville, NY 12186
Don Ballard or Tom Stover
518-447-5562- For site visit

The contractor will perform service at this facility on a monthly basis after an initial contractor review. The contractor will service all areas of the facility on both floors. If additional problems arise, they will be serviced on an as needed basis as mutually agreed upon by the contractor and the County.

ALBANY COUNTY FAMILY COURT BUILDING

The Albany County Family Court Building is a 90,000 square foot building, with two (2) floors and a basement. The basement consists of a jail and parking garage along with some office space and locker rooms. The first floor is all clerk's office and county offices and on the third floor there are eight (8) courtrooms, chambers and public waiting rooms. There are approximately 40 toilets, two (2) showers and 12 kitchenettes along with three (3) large break rooms.

PROJECT LOCATION

Albany County Family Court
30 Clinton Ave.
Albany, NY 12207
David Quinn, 518-487-5361 - For site visit

The contractor will perform service at the facility at least once per month for a time determined after the initial contractor review. Each month, the Contractor will service all areas as deemed necessary. At this time, individual offices need not be serviced. If additional problems arise, they will be serviced on an as needed basis as mutually agreed to by the Contractor and the County.

ALBANY COUNTY SHERIFF'S DEPARTMENT

The Albany County Family Court Building is a 90,000 square foot building, with two (2) floors and a basement. The basement consists of a jail and parking garage along with some office space and locker rooms. The first floor is all clerk's office and county offices and on the third floor there are 8 courtrooms, chambers and public waiting rooms. There are approximately 40 toilets, two (2) showers and 12 kitchenettes along with three (3) large break rooms.

PROJECT LOCATION

Albany County Patrol Station
58 Verda Avenue
Clarksville, NY 12041

Communications Center
26 Olive Street
Clarksville, NY 12041

Eric Burns, 518-655-7807 - For site visit

PROJECT LOCATION

Albany County E911 Communications Building
449 New Salem Road
Voorheesville, NY 12186
Dennis Wood, 518-655-7848 - For site visit

PROJECT LOCATION

Albany County
21 Voorheesville Avenue
Voorheesville, NY 12186
Dennis Wood, 518-655-7848 - For site visit

The contractor will perform service at the facility at least once per month for a time determined after the initial contractor review. Each month, the Contractor will service all areas as deemed necessary. At this time, individual offices need not be serviced. If additional problems arise, they will be serviced on an as needed basis as mutually agreed to by the Contractor and the County.

LAWSON LAKE CARETAKER HOUSE

The Albany County Lawson Lake Caretaker House is a two story residential wood structure utilized as an office and welcome center. This facility desires maintaining a pest free environment to promote the safety and health of our employee population.

PROJECT LOCATION

Lawson Lake Caretaker House
2772 Lawson Lake Road
Feura Bush NY 12067
Don Ballard or Tom Stover
518-447-5562 - for site visit

The contractor will perform service at the facility monthly. Interior and Exterior areas to be serviced and inspected. Inspection and treatments for all warrantied pests, interior spot treatments to affected areas, Exterior treatments around windows, doors, foundation. Installation or inspection of all rodent control devices, re-bait as necessary. Inspect and treat any and all WOB nest that are visible and within 15 feet of ground. If additional problems arise, they will be serviced on an as needed basis as mutually agreed to by the Contractor and the County.

ALBANY COUNTY WATER PURIFICATION DISTRICT

The Albany County Water Purification District consists of two (2) administration buildings, a 12,000 square foot building at the North Plant, and a 5,000 square foot building at the South Plant. Two (2) Solids buildings, an 8,000 square foot building at the North Plant, and a 17,000 square foot building at the South Plant. 2 Preliminary Treatment buildings, a 16,000 square foot building at the North Plant, and a 7,000 square foot building at the South Plant. With nine (9) bathrooms, three (3) Janitor closets, and four (4) break rooms.

PROJECT LOCATION

Albany County Water Purification District North Plant
1 Canal Road South
Albany, NY 12204
David Klee, 602-290-1215 – For site visit

PROJECT LOCATION

Albany County Water Purification District South Plant
209 Church Street
Albany, NY 12202
David Klee, 602-290-1215 – For site visit

The contractor will perform service at the facility two (2) times per month for the initial three (3) months, followed by one (1) time per month thereafter. Consisting of drop ceiling trap and removal, UV light traps for flying insects, ant baits and outside poison stations.

ANN LEE WHITE HOUSE

The Albany County Ann Lee White House is a one story residential wood structure utilized as an office and public service center. This facility desires maintaining a pest free environment to promote the safety and health of our employee population.

PROJECT LOCATION

Ann Lee White House
114 Heritage Lane,
Colonie, NY 12205
Don Ballard or Tom Stover
518-447-5562 - for site visit

The contractor will perform service at the facility monthly. Interior and Exterior areas to be serviced and inspected. Inspection and treatments for all warrantied pests, interior spot treatments to affected areas, Exterior treatments around windows, doors, foundation. Installation or inspection of all rodent control devices, re-bait as necessary. Inspect and treat any and all WOB nest that are visible and within 15 feet of ground. If additional problems arise, they will be serviced on an as needed basis as mutually agreed to by the Contractor and the County.

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: May 1, 2024

Re: RFB 2024-015 Albany County Pest Control Services

I have reviewed the bids received for RFB 2024-015 Albany County Pest Control Services. I recommend awarding the DGS sites to Attention Pest Solutions and PestMaster Services as noted on the RFB 2024-015 Bid Tabulation.

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

DML:tas

DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
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

NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent

From: Angelo Gaudio, Executive Director

Subject: RFB-2024-015 North & South Plant Pest Control Services

Date: May 1, 2024

The Water Purification District completed its review of the three bidders that responded to the above referenced RFB and recommends award to the lowest responsible bidder, Pestmaster.

The contract is for a three year term with a total estimated contract amount of $2,778.

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

AG

From:	Harris, Tina
To:	Cronin, Kayla; Porto, Zachary
Subject:	RE: RFB-2024-015 Pest Control Services
Date:	Thursday, May 2, 2024 12:55:27 PM
Attachments:	image001.png

Hi Kayla,
Pestmaster is the Correctional Facility's recommendation as they were the lowest vendor to submit.

From: Cronin, Kayla <Kayla.Cronin@albanycountyny.gov>
Sent: Thursday, May 2, 2024 12:51 PM
To: Harris, Tina <Tina.Harris@albanycountyny.gov>; Porto, Zachary <Zachary.Porto@albanycountyny.gov>
Subject: RE: RFB-2024-015 Pest Control Services

Good afternoon,

Just following up to the request below.

Please send a response ASAP. A recommendation in the text of an email is sufficient.

Thank you,

Kayla Cronin
Specification Technician
Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207
tel 518.447.5585
fax 518.447.5588
kayla.cronin@albanycountyny.gov
www.albanycounty.com

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From: Cronin, Kayla
Sent: Wednesday, May 1, 2024 10:47 AM
To: Stover, Thomas <Thomas.Stover@albanycountyny.gov>; Latina, David

<David.Latina@albanycountyny.gov>; Ballard, Donald R. Jr. (Father) <Donald.R.Ballard@albanycountyny.gov>; Bishop, Jesse <Jesse.Bishop@Shakerplace.org>; Lucarelli, Andy <Andy.Lucarelli@shakerplace.org>; Harris, Tina <Tina.Harris@albanycountyny.gov>; Porto, Zachary <Zachary.Porto@albanycountyny.gov>; Gaudio, Angelo <Angelo.Gaudio@albanycountyny.gov>; McCoy, Shawn <Shawn.McCoy@albanycountyny.gov>
Subject: RFB-2024-015 Pest Control Services
Importance: High

Good morning,

Attached you will find the tabulation for RFB-2024-015 Pest Control Services.

Please review the pricing for your facilities and send me the recommendation ASAP.

I need to enter this for CAB approval by this Friday.

Thank you,

Kayla Cronin
Specification Technician
Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207
tel 518.447.5585
fax 518.447.5588
kayla.cronin@albanycountyny.gov
www.albanycounty.com

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Albany County Request for Contract Approval

Contract #	2024-1923
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Wednesday, May 1, 2024
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Aucore Electric 46 Manand Road, Manands, NY 12204
Estimated Amount	$99,000.00
Estimated Term	6/1/2024 to 5/31/2025 (Approximately 11 months)
Scope of Services	Primary Emergency Electrical Repair services.
Budget Line Item	AA1620 - 2 - 4046
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 30, 2024

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

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

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

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

The Department of General Services respectfully requests the approval of a Labor Agreement with Aucore Electric as the primary vender for Emergency Electrical Repair services beginning June 1, 2024 through May 31, 2025 with a not to exceed total of $99,000.00

At the end of the initial one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: April 30, 2024

Re: RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS

I have reviewed the bids received for RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS. I recommend awarding the qualifying primary and secondary contracts as follows:

General Construction:	Primary CPS of Albany	Secondary Sam Greco
Electrical Repairs:	Primary Aucore Electric	Secondary McBain Electric
Plumbing Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
HVAC Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
Roofing Repairs:	Primary Titan Roofing	Secondary NA
Masonry Repairs:	Primary CPS of Albany	Secondary DeBrino Construction
Boiler Repairs:	Primary BPI Mechanical	Secondary Eckert Mechanical
Painting:	Primary CPS of Albany	Secondary NA

Secondary contracts will be utilized if the primary vender is unable to respond in a timely manner. Each contract will have a not to exceed cost of $99,000.00

There were no qualifying bids received for the remaining categories:

Carpet and Tile Cleaning
Commercial Door Mechanical Repair
Window Emergency Glass Replacement

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

DML:tas

DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissiner
General Services

FROM: Pamela O Neill Pamela
Purchasing Agent

DATE: May 1, 2024

RE: RFB#2024-044 Trade Labor Agreements

I am in receipt of your recommendation to award the aforementioned to following list of Primary and Secondary Trade Labor Agreement awards not to exceed $99,000.00

Trade	Primary	Secondary
General Construction	CPS of Albany	Sam Greco
Electrical Repairs	Aucore Electric	McBain Electric
Plumbing Repairs	Collette Mechanical	BPI Mechanical
HVAC Repairs	Collette Mechanical	BPI Mechanical
Roofing Repairs	Titan Roofing	
Masonry Repairs	CPS of Albany	DeBrino Construction
Boiler Repairs	BPI Piping	Eckert Mechanical
Painting	CPS of Albany	

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

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: Stormwter 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) Not applicable

7. Communication concerning this Bid shall be addressed to:

GARY AUCLAIRE - AUCORE ELECTRIC LLC @gmail.com
46 MENAND RD
MENANDS, NY 12204
Phone: 518-928-6791

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

County of Albany
Request for Bids #2024-044
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form **The awarded bidders cannot subcontract the services to a third party unless authorized by the requesting department. Bidders should only submit a bid for the type of service that their company is experienced in performing.**

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction			
2	Electrical	15%	20%	$93.40
3	Plumbing			
4	HVAC			
5	Roof Repairs			
6	Masonry			
7	Boiler Repairs			
8	Painting			
9	Emergency Restoration and Refuse cleanup			
10	Waste Pipe Snaking and Cleaning			
11	Carpet and Tile Cleaning			
12	Commerical Door Mechanical Repair			
13	Window Emergency Glass Replacement			

Bidder Name: AVCORE ELECTRICAL LLC

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

COMPANY: AUCORE ELECTRICAL LLC

ADDRESS: 46 MENAND RD

CITY, STATE, ZIP: MENANDS, NY 12204

TEL. NO.: 518-928-6791

FAX NO.:

FEDERAL TAX ID NO.: 82-1492074

REPRESENTATIVE: GARY AUCLAIRE

E-MAIL: AUCOREELECTRICLLC@GMAIL.COM

SIGNATURE AND TITLE OWNER

DATE 3/23/2024

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

OWNER
Title

AUCORE ELECTRICAL LLC
Company Name

3/23/2024
Date

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

State of: NEW YORK)
) ss:
County of: ALBANY)

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 ad 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 AUCORE ELECTRICAL LLC Signature of Owner [signature]

Address 46 MENAND RD Printed Name of Signatory GARY AUCLAIRE

City, State, Zip MENANDS NY 12204 Title OWNER

Sworn before me this 26 day of March, 2024
[signature]
Notary Public

Suzanne T Furlong
Notary Public, State of New York
Reg. No 4945953
Qualified in Albany County
Commission Expires January 27, 2027

Suzanne T. Furlong
Printed Name
[signature]
Signature
3/26/24
Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF New York)
COUNTY OF Albany) **SS.:**

On this 26th day of MARCH, 2024, before me personally appeared GARY AUCLAIRE 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.

Suzanne T Furlong
Notary Public, State of New York
Reg. No 4945953
Qualified in Albany County
Commission Expires January 27, 2027

Notary Public, State of New York

Qualified in Albany County

Commission Expires 1/27/27

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
AUCORE ELECTRICAL LLC	a) FEIN # 82-1492074 b) DUNS # 1000383482
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
46 MENAND RD MENANDS, NY 12204	518-928-6791	
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE
   Name GARY AUCLAIRE
   Title OWNER
   Telephone Number 518-928-6791
   Fax Number
   e-mail AUCORE ELECTRIC LLC @Gmail.com

13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.

a) NAME GARY AUCLAIRE	TITLE OWNER	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No

15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:

   a) An elected or appointed public official or officer? ☐ Yes ☒ No
   List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

   b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☒ No
   List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.

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), AFFLITIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
	a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
	b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
	c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:	
	a) file returns or pay any applicable federal, state or city taxes? ***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.***	☐ Yes ☒ No
	b) file returns or pay New York State unemployment insurance? ***Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.***	☐ Yes ☒ No
	c) Property Tax *Indicate the years the vendor failed to file.*	☐ 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 OR 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 Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1]: 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.	☐ Yes ☒ No

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.

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

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

B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:

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

2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

OWNER
Title

3/23/2024
Date

AUCORE ELECTRICAL
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: AUCORE ELECTRICAL LLC

Address: 46 MENAND RD
MENANDS NY 12204

Phone Number(s): 518-928-6791

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):

N/A

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

ELECTRICAL REPAIRS AND CONSTRUCTION.

Gary Aucoire

Signature

GARY AUCLAIRE

Printed Name

OWNER

Title

3/23/2024

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? 7 YEARS 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. GLORIA MARIS- THC PROCESSING FACILITY
PHILIP THOMPSON - 619-750-1278
$78,000.00

2. ALBANY MEDICAL CENTER - EPIC LIBRARY POWER
VINCE PERRY - 315-460-5545
$29,600.00

3. 33 STATE, 97 4th STREET APARTMENTS
SHAWN MULLAHY - 347-268-8605
$97,000.00

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.

THE FULTON - APARTMENTS
$ 126,000.00

ALBANY MED - AHU IMPROVEMENTS - PHASE 1 + PHASE 2
$28,000.00 $ 30,000.00

ALBANY HILTON - CHILLED WATER IMPROVEMENTS
$ 19,000.00

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.

CATHY O'KEEFE - MURRAY GROUP 1807 WESTERN AVE ALBANY, NY

VIRGINIA RUGGIERO - SEFCU 700 PATROON CREEK BLVD

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.

AUCORE ELECTRICAL LLC
Correct Name of Bidder

(a) The business is a: ELECTRICAL CONTRACTOR

(b) The address of principal place of business is: 46 MENANDS RD
MENANDS NY 12204

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

GARY AUCLAIRE- OWNER

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.

AUCORE ELECTRICAL LLC
Firm

Dated: 3/26/2024

By [signature]

GARY AUCLAIRE
(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: AUCORE ELECTRICAL LLC

By: Gary Aucoure
(Signature)

GARY AUCOURE
(Typed)

Title: OWNER

Date: 3/26/2024

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	General Construction			Electrical			Plumbing			HVAC			Roof Repairs		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric				18%	10%	$ 98.00									
Aucore Electric				15%	20%	$ 93.40									
Debrino Construction	89%	20%	$ 120												
Sam Greco	58%	12%	NA												
LaCorte Electric				52%	18%	$ 113									
Titan Roofing													100%	25%	$ 150
Stilsing Electric				120%	20%	NA									
BPI Mechanical	200%	45%	$ 180	200%	45%	$ 180	20%	21%	$ 112	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric				50%	20%	$ 125									
CPS of Albany	15%	15%	$ 55.00												
Eckert Mechanical	65%	22%	$ 106				35%	24%	$ 105	30%	20%	$ 105			
Collette Mechanical	60%	24%	$ 125				20%	20%	$ 112	20%	19%	$ 112			

RFB#2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	Masonry			Boiler Repairs			Painting		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric									
Aucore Electric									
Debrino Construction	89%	20%	$ 120						
Sam Greco									
LaCorte Electric									
Titan Roofing									
Stilsing Electric									
BPI Mechanical	200%	45%	$ 180	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric									
CPS of Albany	15%	15%	$ 55.00				15%	15%	$ 55.00
Eckert Mechanical				60%	24%	$ 135			
Collette Mechanical									

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	Emegency Restoration			Waste Pipe Snaking			Carpet and Tile Cleaning			Commercial Door Mechanical Repair			Window Emgergency Glass Replacement		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
BPI Piping	200%	45%	$ 180	200%	45%	$ 180	200.0%	45.0%	$ 180	200.0%	45%	$ 180	200%	45%	$ 180
Collett Mechanical				40%	15%	$ 112									

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM
***PROJECTS UNDER THIS AGREEMENT ARE CAPPED AT A TOTAL COST OF $20,000**

Please fill in all information on both pages and
return to the requesting county representative for authorization to proceed.

1. **Department Requesting Contract:** _____

2. **Requesting County Representative:** _____ **Date:**_____
   (Please Print)

3. **Trade:** _____

4. **Contractor Name:** _____

   Address: _____

   _____

   Telephone # _____ **Fax #** _____

   Albany County Contract Number: _____

5. **Total price to be paid. <u>This must include ALL costs, including labor and materials</u>**

   Price, complete per specifications: $_____

7. **Start Date:** _____ **Projected Completion Date:** _____

Note: The above information will be used by the County to generate a purchase order for the goods and / or services described. Every effort should be made to provide a completed Project Quotation Form prior to providing services requested.

If you have any questions concerning this form
please call the Albany County Purchasing Division at (518) 447-7140.

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM

The following is a complete description of the goods and/or services to be rendered to Albany County as a result of this Quotation Form being accepted by the Requesting County Representative.

Project Address:_____

Project Scope: _____
_____
_____

Labor
Number of Employees Working on Job (_____)

_____ _____ _____
Current Prevailing Wage (Wage + Benefits) Markup % #of Hours Per Employee

Grand Total for Labor $_____

Materials
List the materials that will be utilized for this job including the quantities of each:

Item	Qty	List Price	%Markup	Item Total

Grand Total for materials $_____

Project total Cost (Labor + Materials) $_____

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

Albany County Request for Contract Approval

Contract #	2024-1924
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Wednesday, May 1, 2024
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	CPS of Albany, Inc. 77 Central Avenue, Albany, NY 12206
Estimated Amount	$99,000.00
Estimated Term	6/1/2024 to 5/31/2025 (Approximately 11 months)
Scope of Services	Primary Emergency General Construction services.
Budget Line Item	AA1620 - 2 - 4046
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 30, 2024

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

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

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

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

The Department of General Services respectfully requests the approval of a Labor Agreement with CPS of Albany as the primary vender for Emergency General Construction services beginning June 1, 2024 through May 31, 2025 with a not to exceed total of $99,000.00

At the end of the initial one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: April 30, 2024

Re: RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS

I have reviewed the bids received for RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS. I recommend awarding the qualifying primary and secondary contracts as follows:

General Construction:	Primary CPS of Albany	Secondary Sam Greco
Electrical Repairs:	Primary Aucore Electric	Secondary McBain Electric
Plumbing Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
HVAC Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
Roofing Repairs:	Primary Titan Roofing	Secondary NA
Masonry Repairs:	Primary CPS of Albany	Secondary DeBrino Construction
Boiler Repairs:	Primary BPI Mechanical	Secondary Eckert Mechanical
Painting:	Primary CPS of Albany	Secondary NA

Secondary contracts will be utilized if the primary vender is unable to respond in a timely manner. Each contract will have a not to exceed cost of $99,000.00

There were no qualifying bids received for the remaining categories:

Carpet and Tile Cleaning
Commercial Door Mechanical Repair
Window Emergency Glass Replacement

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

DML:tas

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

DANIEL P. McCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissiner
General Services

FROM: Pamela O Neill Pamela
Purchasing Agent

DATE: May 1, 2024

RE: RFB#2024-044 Trade Labor Agreements

I am in receipt of your recommendation to award the aforementioned to following list of Primary and Secondary Trade Labor Agreement awards not to exceed $99,000.00

Trade	Primary	Secondary
General Construction	CPS of Albany	Sam Greco
Electrical Repairs	Aucore Electric	McBain Electric
Plumbing Repairs	Collette Mechanical	BPI Mechanical
HVAC Repairs	Collette Mechanical	BPI Mechanical
Roofing Repairs	Titan Roofing	
Masonry Repairs	CPS of Albany	DeBrino Construction
Boiler Repairs	BPI Piping	Eckert Mechanical
Painting	CPS of Albany	

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

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 3/28/2024 Number 2024-044

   (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: Stormwter Discharges (Attachment "E")

(f) Bidder Qualification Questionnaire (Attachment "F")

(g) Non Interruption of Work Agreement (Attachment "G")

7. Communication concerning this Bid shall be addressed to:

CPS of ALBANY, INC

77 CENTRAL AVE

ALBANY, NEW YORK 12206

Phone: 518-365-2813

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

County of Albany
Request for Bids #2024-044
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form **The awarded bidders cannot subcontract the services to a third party unless authorized by the requesting department. Bidders should only submit a bid for the type of service that their company is experienced in performing.**

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction	15%	15%	55.—
2	Electrical			
3	Plumbing			
4	HVAC			
5	Roof Repairs			
6	Masonry	15%	15%	55.—
7	Boiler Repairs			
8	Painting	15%	15%	55.—
9	Emergency Restoration and Refuse cleanup			
10	Waste Pipe Snaking and Cleaning			
11	Carpet and Tile Cleaning			
12	Commerical Door Mechanical Repair			
13	Window Emergency Glass Replacement			

Bidder Name: CPS of Albany, Inc

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

COMPANY: CBS of Albany, Inc.

ADDRESS: 77 Central Ave

CITY, STATE, ZIP: Albany, New York 12206

TEL. NO.: 518-365-2813

FAX NO.: 518-438-7325

FEDERAL TAX ID NO.: 37-2904848

REPRESENTATIVE: James Mikula

E-MAIL: Lance.J.Rider@Gmail.com

SIGNATURE AND TITLE Senior Safety Manager

DATE 3/28/2024

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

SENIOR SAfety Manager
Title

3/28/2024
Date

CPS of Albany, Inc.
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 New York)
COUNTY OF Albany) **SS.:**

On this 28 day of March, 2024, before me personally appeared James Nikula to me known, who, being by me sworn, did say that he resides at (give address) 77 Central Ave Albany NY 12206 that he is the (give title) Senior Safety Manager of the (name of corporation) CPS of Albany 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.

MOLLY-KATE KELLY
Notary Public - State of New York
No. 01KE6404574
Qualified in Albany County
My Commission Expires Feb. 24, 2028

Notary Public, State of New York

Qualified in Albany County

Commission Expires 2/24/28

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 CPS of Albany, Inc	3. IDENTIFICATION NUMBERS a) FEIN # 37-1904848 b) DUNS # 094603797
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: CPS of Albany, Inc Albany	5. WEBSITE ADDRESS (if applicable)

6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 77 Central Ave Albany NY 12206	7. TELEPHONE NUMBER 518-365-2813	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above* Same	10. TELEPHONE NUMBER Same	11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE

Name Peter Hitchcock
Title President
Telephone Number 518-365-2813
Fax Number
e-mail

James Mikula
Office Mgr.

13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.

a) NAME Peter Hitchcock	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? ☐ Yes ☑ No
    List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

    b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☑ No
    List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.

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), AFFLITIATE 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? ***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.***	☐ Yes ☑ No
	b) file returns or pay New York State unemployment insurance? ***Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.***	☐ Yes ☑ No
	c) Property Tax *Indicate the years the vendor failed to file.*	☐ 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 OR 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 Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☑ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : 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.	☐ Yes ☑ No

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: New York
) ss:
County of: Albany

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 ad 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 CPS of Albany, INC

Address 77 Central Ave

City, State, Zip Albany, NY 12206

Signature of Owner [signature]

Printed Name of Signatory James Mikle

Title Senior Safety Manager

Sworn before me this 28 day of March, 2024

Notary Public [signature]

Molly-Kate Kelly
Printed Name

[signature]
Signature

3/28/24
Date

MOLLY-KATE KELLY
Notary Public - State of New York
No. 01KE6404574
Qualified in Albany County
My Commission Expires Feb. 24, 2026

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

Senior Safety Manager
Title

3/28/2024
Date

CPS of Albany, Inc.
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: CPS of Albany, Inc

Address: 77 Central Ave
Albany, NY 12206

Phone Number(s): 518-365-2813

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):

Fence Installation

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

Designated area of Rail Trail

Signature

James Mikula
Printed Name

Senior Safety Manager
Title

3/28/2024
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? 6 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. National Grid on going general construction Northeast NY
Randy Hastings Randy.hastings@Nationalgrid.com
518-937-5884

2. Albany Parking Authority - General Construction, fence, Parking lots, Spalladino@parkalbany.com
518-434-8886

3. Red Kap Sales Inc. 518-527-2145
ajfance@yahoo.com General Construction

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.

National Grid Asphalt Paving - on-going
2,000,000 PO 3yr

National Grid Maintenance Projects on-going
2,000,000 PO 3yr

4 Park Albany Fencing contracts
30,000 25%

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.

TD Bank
Central Avenue
518-438-2006

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.

CPS of Albany, Inc
Correct Name of Bidder

(a) The business is a: 77 Central Avenue Albany 12206

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

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

Peter Hitchcock, President

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.

CPS of Albany, Inc
Firm

Dated: 3/28/24

By [signature]

James Mikula
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for: Hourly RATE AGreements FOR VARIOUS LABOR TRADES
RFB # 2024-044

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: CPS of Albany, Inc.

By: _____
(Signature)

JAMES Milula
(Typed)

Title: SENIOR SAfety MAnager

Date: 3/28/2024

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	General Construction			Electrical			Plumbing			HVAC			Roof Repairs		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric				18%	10%	$ 98.00									
Aucore Electric				15%	20%	$ 93.40									
Debrino Construction	89%	20%	$ 120												
Sam Greco	58%	12%	NA												
LaCorte Electric				52%	18%	$ 113									
Titan Roofing													100%	25%	$ 150
Stilsing Electric				120%	20%	NA									
BPI Mechanical	200%	45%	$ 180	200%	45%	$ 180	20%	21%	$ 112	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric				50%	20%	$ 125									
CPS of Albany	15%	15%	$ 55.00												
Eckert Mechanical	65%	22%	$ 106				35%	24%	$ 105	30%	20%	$ 105			
Collette Mechanical	60%	24%	$ 125				20%	20%	$ 112	20%	19%	$ 112			

RFB#2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	Masonry			Boiler Repairs			Painting		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
Debrino Construction	89%	20%	$ 120						
BPI Mechanical	200%	45%	$ 180	20%	21%	$ 112	200%	45%	$ 180
CPS of Albany	15%	15%	$ 55.00				15%	15%	$ 55.00
Eckert Mechanical				60%	24%	$ 135			

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	Emegency Restoration			Waste Pipe Snaking			Carpet and Tile Cleaning			Commercial Door Mechanical Repair			Window Emgergency Glass Replacement		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
BPI Piping	200%	45%	$ 180	200%	45%	$ 180	200.0%	45.0%	$ 180	200.0%	45%	$ 180	200%	45%	$ 180
Collett Mechanical				40%	15%	$ 112									

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM
***PROJECTS UNDER THIS AGREEMENT ARE CAPPED AT A TOTAL COST OF $20,000**

Please fill in all information on both pages and
return to the requesting county representative for authorization to proceed.

1. **Department Requesting Contract:** _____

2. **Requesting County Representative:** _____ **Date:**_____
   (Please Print)

3. **Trade:** _____

4. **Contractor Name:** _____

   Address: _____

   _____

   Telephone # _____ **Fax #** _____

   Albany County Contract Number: _____

5. **Total price to be paid. <u>This must include ALL costs, including labor and materials</u>**

   Price, complete per specifications: $_____

7. **Start Date:** _____ **Projected Completion Date:** _____

Note: The above information will be used by the County to generate a purchase order for the goods and / or services described. Every effort should be made to provide a completed Project Quotation Form prior to providing services requested.

If you have any questions concerning this form
please call the Albany County Purchasing Division at (518) 447-7140.

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM

The following is a complete description of the goods and/or services to be rendered to Albany County as a result of this Quotation Form being accepted by the Requesting County Representative.

Project Address:_____

Project Scope: _____
_____
_____

Labor
Number of Employees Working on Job (_____)

_____ _____ _____
Current Prevailing Wage (Wage + Benefits) Markup % #of Hours Per Employee

Grand Total for Labor $_____

Materials
List the materials that will be utilized for this job including the quantities of each:

Item	Qty	List Price	%Markup	Item Total

Grand Total for materials $_____

Project total Cost (Labor + Materials) $_____

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

Albany County Request for Contract Approval

Contract #	2024-1925
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Wednesday, May 1, 2024
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	CPS of Albany, Inc. 77 Central Avenue, Albany, NY 12206
Estimated Amount	$99,000.00
Estimated Term	6/1/2024 to 5/31/2025 (Approximately 11 months)
Scope of Services	Primary Emergency Painting services.
Budget Line Item	AA1620 - 2 - 4046
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 30, 2024

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

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

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

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

The Department of General Services respectfully requests the approval of a Labor Agreement with CPS of Albany, Inc. as the primary vender for Emergency Painting services beginning June 1, 2024 through May 31, 2025 with a not to exceed total of $99,000.00

At the end of the initial one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: April 30, 2024

Re: RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS

I have reviewed the bids received for RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS. I recommend awarding the qualifying primary and secondary contracts as follows:

General Construction:	Primary CPS of Albany	Secondary Sam Greco
Electrical Repairs:	Primary Aucore Electric	Secondary McBain Electric
Plumbing Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
HVAC Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
Roofing Repairs:	Primary Titan Roofing	Secondary NA
Masonry Repairs:	Primary CPS of Albany	Secondary DeBrino Construction
Boiler Repairs:	Primary BPI Mechanical	Secondary Eckert Mechanical
Painting:	Primary CPS of Albany	Secondary NA

Secondary contracts will be utilized if the primary vender is unable to respond in a timely manner. Each contract will have a not to exceed cost of $99,000.00

There were no qualifying bids received for the remaining categories:

Carpet and Tile Cleaning
Commercial Door Mechanical Repair
Window Emergency Glass Replacement

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

DML:tas

DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissiner
General Services

FROM: Pamela O Neill Pamela
Purchasing Agent

DATE: May 1, 2024

RE: RFB#2024-044 Trade Labor Agreements

I am in receipt of your recommendation to award the aforementioned to following list of Primary and Secondary Trade Labor Agreement awards not to exceed $99,000.00

Trade	Primary	Secondary
General Construction	CPS of Albany	Sam Greco
Electrical Repairs	Aucore Electric	McBain Electric
Plumbing Repairs	Collette Mechanical	BPI Mechanical
HVAC Repairs	Collette Mechanical	BPI Mechanical
Roofing Repairs	Titan Roofing	
Masonry Repairs	CPS of Albany	DeBrino Construction
Boiler Repairs	BPI Piping	Eckert Mechanical
Painting	CPS of Albany	

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

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 3/28/2024 Number 2024-044

   (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: Stormwter Discharges (Attachment "E")

   (f) Bidder Qualification Questionnaire (Attachment "F")

   (g) Non Interruption of Work Agreement (Attachment "G")

7. Communication concerning this Bid shall be addressed to:

   CPS of ALBANY, INC

   77 CENTRAL AVE

   ALBANY, NEW YORK 12206

   Phone: 518-365-2813

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

County of Albany
Request for Bids #2024-044
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form **The awarded bidders cannot subcontract the services to a third party unless authorized by the requesting department. Bidders should only submit a bid for the type of service that their company is experienced in performing.**

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction	15%	15%	55.—
2	Electrical			
3	Plumbing			
4	HVAC			
5	Roof Repairs			
6	Masonry	15%	15%	55.—
7	Boiler Repairs			
8	Painting	15%	15%	55.—
9	Emergency Restoration and Refuse cleanup			
10	Waste Pipe Snaking and Cleaning			
11	Carpet and Tile Cleaning			
12	Commerical Door Mechanical Repair			
13	Window Emergency Glass Replacement			

Bidder Name: CPS of Albany, Inc

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

COMPANY: CPS of Albany, Inc.

ADDRESS: 77 Central Ave

CITY, STATE, ZIP: Albany, New York 12206

TEL. NO.: 518-365-2813

FAX NO.: 518-438-7325

FEDERAL TAX ID NO.: 37-1904848

REPRESENTATIVE: James Mikula

E-MAIL: Lance.J.Rider@Gmail.com

SIGNATURE AND TITLE Senior Safety Manager

DATE 3/28/2024

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

Senior Safety Manager
Title

3/28/2024
Date

CPS of Albany, Inc.
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 New York)
COUNTY OF Albany) **SS.:**

On this 28 day of March, 2024, before me personally appeared James Mikula to me known, who, being by me sworn, did say that he resides at (give address) 77 Central Ave Albany NY 12206 that he is the (give title) Senior Safety Manager of the (name of corporation) CBS of Albany 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.

MOLLY-KATE KELLY
Notary Public - State of New York
No. 01KE6404574
Qualified in Albany County
My Commission Expires Feb. 24, 2028

Notary Public, State of New York

Qualified in Albany County

Commission Expires 2/24/28

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
CPS of Albany, Inc	a) FEIN # 37-1904848 b) DUNS # 094603797
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: CPS of Albany, Inc Albany	5. WEBSITE ADDRESS (if applicable)

6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE	7. TELEPHONE NUMBER	8. FAX NUMBER
77 Central Ave Albany NY 12206	518-365-2813	
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER
Same	Same	

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE

Name Peter Hitchcock
Title President
Telephone Number 518-365-2813
Fax Number
e-mail

James Mikula
Office Mgr.

13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.

a) NAME	TITLE	b) NAME	TITLE
Peter Hitchcock	President		
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? ☐ Yes ☑ No
    List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

    b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☑ No
    List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.

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), AFFLITIATE 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? ***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.***	☐ Yes	☑ No
	b) file returns or pay New York State unemployment insurance? ***Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.***	☐ Yes	☑ No
	c) Property Tax *Indicate the years the vendor failed to file.*	☐ 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 OR 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 Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes	☑ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : 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.	☐ Yes ☑ No

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: New York
) ss:
County of: Albany

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 ad 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 CPS of Albany, Inc

Address 77 Central Ave

City, State, Zip Albany, NY 12206

Signature of Owner [signature]

Printed Name of Signatory James Mikle

Title Senior Safety Manager

Sworn before me this 28 day of March, 2024

Notary Public [signature]

MOLLY-KATE KELLY
Notary Public - State of New York
No. 01KE6404574
Qualified in Albany County
My Commission Expires Feb. 24, 2028

Molly-Kate Kelly
Printed Name

[signature]
Signature

3/28/24
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

Senior Safety Manager
Title

3/28/2024
Date

CPS of Albany, Inc.
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: CPS of Albany, Inc

Address: 77 Central Ave
Albany, NY 12206

Phone Number(s): 518-365-2813

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):

Fence Installation

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

Designated area of Rail Trail

Signature

James Mikle
Printed Name

Senior Safety Manager
Title

3/28/2024
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? 6 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. National Grid ongoing general construction Northeast NY
Randy Hastings Randy.hastings@Nationalgrid.com
518-937-5884

2. Albany Parking Authority - General Construction, fence, Parking lots, Spalladino@parkalbany.com
518-434-8886

3. Red Cap Sales Inc. 518-527-2145
ajfanc@yahoo.com General Construction

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.

National Grid Asphalt Paving - on-going
2,000,000 PO 3yr

National Grid Maintenance Projects on-going
2,000,000 PO 3yr

4 Park Albany Fencing contracts
30,000 25%

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.

TD Bank
Central Avenue
518-438-2006

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.

CPS of Albany, Inc
Correct Name of Bidder

(a) The business is a: 77 Central Avenue Albany 12206

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

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

Peter Hitchcock; President

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.

CPS of Albany, Inc
Firm

Dated: 3/28/24

By _____

James Mikula
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for: Hourly RATE AGreements FOR VARIOUS LABOR TRADES RFB # 2024-044

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: CPS of Albany, Inc.

By: _____
(Signature)

JAMES Milula
(Typed)

Title: SENIOR SAfety MAnager

Date: 3/28/2024

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	General Construction			Electrical			Plumbing			HVAC			Roof Repairs		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric				18%	10%	$ 98.00									
Aucore Electric				15%	20%	$ 93.40									
Debrino Construction	89%	20%	$ 120												
Sam Greco	58%	12%	NA												
LaCorte Electric				52%	18%	$ 113									
Titan Roofing													100%	25%	$ 150
Stilsing Electric				120%	20%	NA									
BPI Mechanical	200%	45%	$ 180	200%	45%	$ 180	20%	21%	$ 112	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric				50%	20%	$ 125									
CPS of Albany	15%	15%	$ 55.00												
Eckert Mechanical	65%	22%	$ 106				35%	24%	$ 105	30%	20%	$ 105			
Collette Mechanical	60%	24%	$ 125				20%	20%	$ 112	20%	19%	$ 112			

RFB#2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	Masonry			Boiler Repairs			Painting		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric									
Aucore Electric									
Debrino Construction	89%	20%	$ 120						
Sam Greco									
LaCorte Electric									
Titan Roofing									
Stilsing Electric									
BPI Mechanical	200%	45%	$ 180	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric									
CPS of Albany	15%	15%	$ 55.00				15%	15%	$ 55.00
Eckert Mechanical				60%	24%	$ 135			
Collette Mechanical									

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	Emegency Restoration			Waste Pipe Snaking			Carpet and Tile Cleaning			Commercial Door Mechanical Repair			Window Emgergency Glass Replacement		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
BPI Piping	200%	45%	$ 180	200%	45%	$ 180	200.0%	45.0%	$ 180	200.0%	45%	$ 180	200%	45%	$ 180
Collett Mechanical				40%	15%	$ 112									

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM
***PROJECTS UNDER THIS AGREEMENT ARE CAPPED AT A TOTAL COST OF $20,000**

Please fill in all information on both pages and
return to the requesting county representative for authorization to proceed.

1. **Department Requesting Contract:** _____

2. **Requesting County Representative:** _____ **Date:**_____
   (Please Print)

3. **Trade:** _____

4. **Contractor Name:** _____

   Address: _____

   _____

   Telephone # _____ **Fax #** _____

   Albany County Contract Number: _____

5. **Total price to be paid. This must include ALL costs, including labor and materials**

   Price, complete per specifications: $_____

7. **Start Date:** _____ **Projected Completion Date:** _____

Note: The above information will be used by the County to generate a purchase order for the goods and / or services described. Every effort should be made to provide a completed Project Quotation Form prior to providing services requested.

If you have any questions concerning this form
please call the Albany County Purchasing Division at (518) 447-7140.

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM

The following is a complete description of the goods and/or services to be rendered to Albany County as a result of this Quotation Form being accepted by the Requesting County Representative.

Project Address:_____

Project Scope: _____
_____
_____

Labor
Number of Employees Working on Job (_____)

_____ _____ _____
Current Prevailing Wage (Wage + Benefits) Markup % #of Hours Per Employee

Grand Total for Labor $_____

Materials
List the materials that will be utilized for this job including the quantities of each:

Item	Qty	List Price	%Markup	Item Total

Grand Total for materials $_____

Project total Cost (Labor + Materials) $_____

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

Albany County Request for Contract Approval

Contract #	2024-1926
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Wednesday, May 1, 2024
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	CPS of Albany, Inc. 77 Central Avenue, Albany, NY 12206
Estimated Amount	$99,000.00
Estimated Term	6/1/2024 to 5/31/2025 (Approximately 11 months)
Scope of Services	Primary Emergency Masonry services.
Budget Line Item	AA1620 - 2 - 4046
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 30, 2024

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

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

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

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

The Department of General Services respectfully requests the approval of a Labor Agreement with CPS of Albany as the primary vender for Emergency Masonry services beginning June 1, 2024 through May 31, 2025 with a not to exceed total of $99,000.00

At the end of the initial one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: April 30, 2024

Re: RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS

I have reviewed the bids received for RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS. I recommend awarding the qualifying primary and secondary contracts as follows:

General Construction:	Primary CPS of Albany	Secondary Sam Greco
Electrical Repairs:	Primary Aucore Electric	Secondary McBain Electric
Plumbing Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
HVAC Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
Roofing Repairs:	Primary Titan Roofing	Secondary NA
Masonry Repairs:	Primary CPS of Albany	Secondary DeBrino Construction
Boiler Repairs:	Primary BPI Mechanical	Secondary Eckert Mechanical
Painting:	Primary CPS of Albany	Secondary NA

Secondary contracts will be utilized if the primary vender is unable to respond in a timely manner. Each contract will have a not to exceed cost of $99,000.00

There were no qualifying bids received for the remaining categories:

Carpet and Tile Cleaning
Commercial Door Mechanical Repair
Window Emergency Glass Replacement

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

DML:tas

DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissiner
General Services

FROM: Pamela O Neill Pamela
Purchasing Agent

DATE: May 1, 2024

RE: RFB#2024-044 Trade Labor Agreements

I am in receipt of your recommendation to award the aforementioned to following list of Primary and Secondary Trade Labor Agreement awards not to exceed $99,000.00

Trade	Primary	Secondary
General Construction	CPS of Albany	Sam Greco
Electrical Repairs	Aucore Electric	McBain Electric
Plumbing Repairs	Collette Mechanical	BPI Mechanical
HVAC Repairs	Collette Mechanical	BPI Mechanical
Roofing Repairs	Titan Roofing	
Masonry Repairs	CPS of Albany	DeBrino Construction
Boiler Repairs	BPI Piping	Eckert Mechanical
Painting	CPS of Albany	

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

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 3/28/2024 Number 2024-044

   (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: Stormwter Discharges (Attachment "E")

   (f) Bidder Qualification Questionnaire (Attachment "F")

   (g) Non Interruption of Work Agreement (Attachment "G")

7. Communication concerning this Bid shall be addressed to:

   CPS of ALBANY, INC

   77 CENTRAL AVE

   ALBANY, NEW YORK 12206

   Phone: 518-365-2813

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

County of Albany
Request for Bids #2024-044
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form **The awarded bidders cannot subcontract the services to a third party unless authorized by the requesting department. Bidders should only submit a bid for the type of service that their company is experienced in performing.**

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction	15%	15%	55.—
2	Electrical			
3	Plumbing			
4	HVAC			
5	Roof Repairs			
6	Masonry	15%	15%	55.—
7	Boiler Repairs			
8	Painting	15%	15%	55.—
9	Emergency Restoration and Refuse cleanup			
10	Waste Pipe Snaking and Cleaning			
11	Carpet and Tile Cleaning			
12	Commerical Door Mechanical Repair			
13	Window Emergency Glass Replacement			

Bidder Name: CPS of Albany, Inc

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

COMPANY: CPS of Albany, Inc.

ADDRESS: 77 Central Ave

CITY, STATE, ZIP: Albany, New York 12206

TEL. NO.: 518-365-2813

FAX NO.: 518-438-7325

FEDERAL TAX ID NO.: 37-2904848

REPRESENTATIVE: James Mikula

E-MAIL: Lance.J.Rider@Gmail.Com

SIGNATURE AND TITLE Senior Safety Manager

DATE 3/28/2024

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

Senior Safety Manager
Title

3/28/2024
Date

CPS of Albany, Inc.
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 New York)
COUNTY OF Albany) **SS.:**

On this 28 day of March, 2024, before me personally appeared James Nikula to me known, who, being by me sworn, did say that he resides at (give address) 77 Central Ave Albany NY 12206 that he is the (give title) Senior Safety Manager of the (name of corporation) CPS of Albany 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.

MOLLY-KATE KELLY
Notary Public - State of New York
No. 01KE6404574
Qualified in Albany County
My Commission Expires Feb. 24, 2028

Notary Public, State of New York

Qualified in Albany County

Commission Expires 2/24/28

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
CPS of Albany, Inc	a) FEIN # 37-1904848 b) DUNS # 094603797
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: CPS of Albany, Inc Albany	5. WEBSITE ADDRESS (if applicable)

6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE	7. TELEPHONE NUMBER	8. FAX NUMBER
77 Central Ave Albany NY 12206	518-365-2813	
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER
Same	Same	

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE

Name Peter Hitchcock
Title President
Telephone Number 518-365-2813
Fax Number
e-mail

James Mikula
Office Mgr.

13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.

a) NAME	TITLE	b) NAME	TITLE
Peter Hitchcock	President		
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? ☐ Yes ☑ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☑ No
List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.

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), AFFLITIATE 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? ***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.***	☐ Yes ☑ No
	b) file returns or pay New York State unemployment insurance? ***Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.***	☐ Yes ☑ No
	c) Property Tax *Indicate the years the vendor failed to file.*	☐ 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 OR 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 Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☑ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : 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.	☐ Yes ☑ No

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: New York
) ss:
County of: Albany

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 ad 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 CPS of Albany, INC

Address 77 Central Ave

City, State, Zip Albany, NY 12206

Signature of Owner [signature]

Printed Name of Signatory James Mikle

Title Senior Safety Manager

Sworn before me this 28 day of March, 2024

Notary Public [signature]

MOLLY-KATE KELLY
Notary Public - State of New York
No. 01KE6404574
Qualified in Albany County
My Commission Expires Feb. 24, 2026

Molly-Kate Kelly
Printed Name

[signature]
Signature

3/28/24
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

SENIOR SAFETY MANAGER
Title

3/28/2024
Date

CPS of Albany, Inc.
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: CPS of Albany, Inc

Address: 77 Central Ave
Albany, NY 12206

Phone Number(s): 518-365-2813

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):

Fence Installation

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

Designated area of Rail Trail

Signature

James Mikula
Printed Name

Senior Safety Manager
Title

3/28/2024
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? 6 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. National Grid on going general construction Northeast NY
Randy Hastings Randy.hastings@Nationalgrid.com
518-937-5884

2. Albany Parking Authority - General Construction, fence, Parking lots, Spalladino@parkalbany.com
518-434-8886

3. Red Cap Sales Inc. 518-527-2145
ajfann@yahoo.com General Construction

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.

National Grid Asphalt Paving - on-going
2,000,000 PO 3yr

National Grid Maintenance Projects on-going
2,000,000 PO 3yr

4 Park Albany Fencing contracts
30,000 25%

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.

TD Bank
Central Avenue
518-438-2006

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.

CPS of Albany, Inc
Correct Name of Bidder

(a) The business is a: 77 Central Avenue Albany 12206

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

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

Peter Hitchcock; President

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.

CPS of Albany, Inc
Firm

Dated: 3/28/24

By [signature]

James Milula
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for: Hourly RATE AGreeMenTS FOR VARIOUS LABOR TRADES
RFB # 2024-044

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: CPS of Albany, Inc.

By: _____
(Signature)

JAMES Milula
(Typed)

Title: SENIOR SAfety MAnager

Date: 3/28/2024

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS

TABULATION OF BIDS OPENED

Vendor	General Construction			Electrical			Plumbing			HVAC			Roof Repairs		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric				18%	10%	$ 98.00									
Aucore Electric				15%	20%	$ 93.40									
Debrino Construction	89%	20%	$ 120												
Sam Greco	58%	12%	NA												
LaCorte Electric				52%	18%	$ 113									
Titan Roofing													100%	25%	$ 150
Stilsing Electric				120%	20%	NA									
BPI Mechanical	200%	45%	$ 180	200%	45%	$ 180	20%	21%	$ 112	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric				50%	20%	$ 125									
CPS of Albany	15%	15%	$ 55.00												
Eckert Mechanical	65%	22%	$ 106				35%	24%	$ 105	30%	20%	$ 105			
Collette Mechanical	60%	24%	$ 125				20%	20%	$ 112	20%	19%	$ 112			

RFB#2024-044 HOURLY RATE TRADE LABOR AGREEMENTS

TABULATION OF BIDS OPENED

Vendor	Masonry			Boiler Repairs			Painting		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric									
Aucore Electric									
Debrino Construction	89%	20%	$ 120						
Sam Greco									
LaCorte Electric									
Titan Roofing									
Stilsing Electric									
BPI Mechanical	200%	45%	$ 180	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric									
CPS of Albany	15%	15%	$ 55.00				15%	15%	$ 55.00
Eckert Mechanical				60%	24%	$ 135			
Collette Mechanical									

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS

TABULATION OF BIDS OPENED

Vendor	Emegency Restoration			Waste Pipe Snaking			Carpet and Tile Cleaning			Commercial Door Mechanical Repair			Window Emgergency Glass Replacement		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
BPI Piping	200%	45%	$ 180	200%	45%	$ 180	200.0%	45.0%	$ 180	200.0%	45%	$ 180	200%	45%	$ 180
Collett Mechanical				40%	15%	$ 112									

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM
***PROJECTS UNDER THIS AGREEMENT ARE CAPPED AT A TOTAL COST OF $20,000**

Please fill in all information on both pages and
return to the requesting county representative for authorization to proceed.

1. **Department Requesting Contract:** _____

2. **Requesting County Representative:** _____ **Date:**_____
   (Please Print)

3. **Trade:** _____

4. **Contractor Name:** _____

   Address: _____

   _____

   Telephone # _____ **Fax #** _____

   Albany County Contract Number: _____

5. **Total price to be paid. <u>This must include ALL costs, including labor and materials</u>**

   Price, complete per specifications: $_____

7. **Start Date:** _____ **Projected Completion Date:** _____

Note: The above information will be used by the County to generate a purchase order for the goods and / or services described. Every effort should be made to provide a completed Project Quotation Form prior to providing services requested.

If you have any questions concerning this form
please call the Albany County Purchasing Division at (518) 447-7140.

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM

The following is a complete description of the goods and/or services to be rendered to Albany County as a result of this Quotation Form being accepted by the Requesting County Representative.

Project Address:_____

Project Scope: _____
_____
_____

Labor
Number of Employees Working on Job (_____)

_____ _____ _____
Current Prevailing Wage (Wage + Benefits) Markup % #of Hours Per Employee

Grand Total for Labor $_____

Materials
List the materials that will be utilized for this job including the quantities of each:

Item	Qty	List Price	%Markup	Item Total

Grand Total for materials $_____

Project total Cost (Labor + Materials) $_____

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

Albany County Request for Contract Approval

Contract #	2024-1927
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Wednesday, May 1, 2024
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Titan Roofing, Inc. 200 Tapley Street, Springfield, MA 01104
Estimated Amount	$99,000.00
Estimated Term	6/1/2024 to 5/31/2025 (Approximately 11 months)
Scope of Services	Primary Emergency Roof Repair Services.
Budget Line Item	AA1620 - 2 - 4046
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 30, 2024

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

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

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

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

The Department of General Services respectfully requests the approval of a Labor Agreement with Titan Roofing, Inc. as the primary vender for Emergency Roofing Repair services beginning June 1, 2024 through May 31, 2025 with a not to exceed total of $99,000.00

At the end of the initial one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: April 30, 2024

Re: RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS

I have reviewed the bids received for RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS. I recommend awarding the qualifying primary and secondary contracts as follows:

General Construction:	Primary CPS of Albany	Secondary Sam Greco
Electrical Repairs:	Primary Aucore Electric	Secondary McBain Electric
Plumbing Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
HVAC Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
Roofing Repairs:	Primary Titan Roofing	Secondary NA
Masonry Repairs:	Primary CPS of Albany	Secondary DeBrino Construction
Boiler Repairs:	Primary BPI Mechanical	Secondary Eckert Mechanical
Painting:	Primary CPS of Albany	Secondary NA

Secondary contracts will be utilized if the primary vender is unable to respond in a timely manner. Each contract will have a not to exceed cost of $99,000.00

There were no qualifying bids received for the remaining categories:

Carpet and Tile Cleaning
Commercial Door Mechanical Repair
Window Emergency Glass Replacement

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

DML:tas

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

DANIEL P. McCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissiner
General Services

FROM: Pamela O Neill Pamela
Purchasing Agent

DATE: May 1, 2024

RE: RFB#2024-044 Trade Labor Agreements

I am in receipt of your recommendation to award the aforementioned to following list of Primary and Secondary Trade Labor Agreement awards not to exceed $99,000.00

Trade	Primary	Secondary
General Construction	CPS of Albany	Sam Greco
Electrical Repairs	Aucore Electric	McBain Electric
Plumbing Repairs	Collette Mechanical	BPI Mechanical
HVAC Repairs	Collette Mechanical	BPI Mechanical
Roofing Repairs	Titan Roofing	
Masonry Repairs	CPS of Albany	DeBrino Construction
Boiler Repairs	BPI Piping	Eckert Mechanical
Painting	CPS of Albany	

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

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
NONE	

   (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: Stormwter 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) Not applicable

7. Communication concerning this Bid shall be addressed to:

Titan Roofing, Inc.- Shawna Pazmino-Brook

200 Tapley Street, Springfield, MA 01104

Phone: 413-536-1624

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

County of Albany
Request for Bids #2024-044
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form **The awarded bidders cannot subcontract the services to a third party unless authorized by the requesting department. Bidders should only submit a bid for the type of service that their company is experienced in performing.**

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction			
2	Electrical			
3	Plumbing			
4	HVAC			
5	Roof Repairs	100 %	25 %	$150 PER HOUR
6	Masonry			
7	Boiler Repairs			
8	Painting			
9	Emergency Restoration and Refuse cleanup			
10	Waste Pipe Snaking and Cleaning			
11	Carpet and Tile Cleaning			
12	Commerical Door Mechanical Repair			
13	Window Emergency Glass Replacement			

Bidder Name: Titan Roofing, Inc.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

COMPANY: Titan Roofing, Inc.

ADDRESS: 200 Tapley Street

CITY, STATE, ZIP: Springfield, MA 01104

TEL. NO.: 413-536-1624

FAX NO.: 413-533-2560

FEDERAL TAX ID NO.: 04-2630303

REPRESENTATIVE: Shawna Pazmino-Brook

E-MAIL: mail@titanroofing.com

SIGNATURE AND TITLE Treasurer

DATE March 28, 2024

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

Shawna Pazmino-Brook, Treasuer
Title

March 28, 2024
Date

Titan Roofing, Inc.
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 MA)
COUNTY OF Hampden) **SS.:**

On this 28th day of March, 2024, before me personally appeared Shawna Pazmino-Brook to me known, who, being by me sworn, did say that he resides at (give address) 34 Old Elm Way, Northfield, MA; that he is the (give title) Treasurer of the (name of corporation) Titan Roofing, 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.

JENNIFER LEE ELMER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 1, 2027

Notary Public, State of MA

Qualified in MA

Commission Expires 1/1/2027

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
Titan Roofing, Inc.	a) FEIN # 04-2630303 b) DUNS # 079225900
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:	5. WEBSITE ADDRESS (if applicable) www.titanroofing.com

6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE	7. TELEPHONE NUMBER	8. FAX NUMBER
200 Tapley St., Springfield, MA 01104	413-536-1624	413-533-2560
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER
32 Railroad Ave., Albany, NY 12205	518-235-1707	518-235-1753

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE

Name Shawna Pazmino-Brook

Title Treasurer

Telephone Number 413-536-1624

Fax Number 413-533-2560

e-mail mail@titanroofing.com

13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.

a) NAME Fred Pazmino	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? ☐ Yes ☒ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☒ No
List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.

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), AFFLITIATE 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? ***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.***	☐ Yes ☒ No
	b) file returns or pay New York State unemployment insurance? ***Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.***	☐ Yes ☒ No
	c) Property Tax *Indicate the years the vendor failed to file.*	☐ 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 OR 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 Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1]: 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.	☐ Yes ☒ No

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: MA)
) ss:
County of: Hampden)

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 ad 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 Titan Roofing, Inc.

Address 200 Tapley Street

City, State, Zip Springfield, MA 01104

Signature of Owner _____

Printed Name of Signatory Fred Pazmino

Title President

Sworn before me this 28th day of March, 20 24

Notary Public

JENNIFER LEE ELMER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 1, 2027

Shawna Pazmino-Brook, Treasurer
Printed Name

Signature

March 28, 2024
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

Shawna Pazmino-Brook, Treasurer
Title

March 28, 2024
Date

Titan Roofing, Inc.
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:

TBD

Signature

Shawna Pazmino-Brook

Printed Name

Treasurer

Title

March 28, 2024

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? 48 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. Please see attached

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.

Please see attached

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

TITAN ROOFING, INC.
200 Tapley Street, Springfield, MA 01104-2827

Main office phone (413) 536-1624
Main office fax (413) 533-2560
Estimating fax (413) 533-1186

MINORITY BUSINESS ENTERPRISE
Commonwealth of Massachusetts
City of Boston
State of New York
An Affirmative Action/Equal Opportunity Employer

EPDM PROJECTS

Project: Corning WWTF Plant Reroof, Corning, NY
Contact: Larry Wagner, 607-962-0340
Contract Amount: $294,715
Completion Date 9/2023
Scope: EPDM

Project: Saratoga County Sewer District, Mechanicville, NY
Contact: Saratoga County Purchasing Dept. 518-885-2210
Contract Amount: $232,413
Completion Date 11/2023
Scope: EPDM

Project: Ogdensburg City Hall, Ogdensburg, NY
Contact: Andrea Smith, 315-393-6100
Contract Amount: $396,220
Completion Date 9/2023
Scope: EPDM

Major Current Construction Contracts

Project Title	Location	Type of Roofing	Original Contract Amount	Adjusted Contract Amount	% Complete	Start Date	End Date
MBTA-Quincy Bus Garage	Quincy,MA	EPDM	$ 7,484,100	$ 7,484,100	0%	Dec-23	Oct-26
University of Rochester Medical Center	Rochester, NY	EPDM/ PVC	$ 6,727,000	$ 6,727,000	0%	Mar-24	Feb-26
Fayetteville-Manlius HS	Manlius,NY	EPDM	$ 1,502,000	$ 1,502,000	0%	Jan-24	Aug-25
Green County Courthouse	Catskill, NY	EPDM/Shingles	$ 645,000	$ 645,000	0%	Mar-24	Mar-25
SUNY-Schuette Hall & Heating Plant	Potsdam, NY	Single Ply-EPDM	$ 1,061,000	$ 1,061,000	0%	Mar-24	Mar-25
Springfield State Office BLDG	Springfield, MA	Metal	$ 3,753,000	$ 3,753,000	1%	Jan-24	Mar-25
Mohawk Harbor Event Center	Schenectady, NY	TPO	$ 1,232,750	$ 1,232,750	0%	Mar-24	Dec-24
Newport Naval Base-Bldg 1319	Newport, RI	Fleeceback/EPDM	$ 1,180,000	$ 1,180,000	0%	Mar-24	Dec-24
NYSTA- PATTERSONVILLE REST	Pattersonnville, NY	EPDM/Shingles	$ 865,000	$ 865,000	31%	Jan-24	Dec-24
SUNY Cornish Van Hoesen-C Wing	Cortland, NY	EPDM	$ 775,000	$ 775,000	0%	May-24	Aug-24
Hanson Airport Hangar	Bedford, MA	PVC	$ 1,391,000	$1,391,000	0%	Mar-24	Jul-24
BETA Technologies	Waltham, MA	EPDM/Metal	$ 3,129,000	$ 3,129,000	0%	Mar-24	May-24
SUNY-Oswego Laker Hall	Oswego, NY	EPDM	$ 3,449,300	$ 3,449,300	1%	Jan-24	May-24
Mildered Hailey APT BLDG 1A	Boston, MA	Asphalt/PVC	$ 1,100,000	$ 1,100,000	0%	Mar-23	Apr-24
Cayuga Milk Expansion	Auburn, NY		$ 2,167,000	$ 2,167,000	33%	Dec-23	Apr-24
Johnstown DPW	Johnstown, NY	PVC	$ 1,832,300	$ 1,832,300	83%	Dec-23	Mar-24
PNSY Building 23	Kittery, ME	Single-TPO	$ 469,350	$ 469,350	88%	May-23	Jan-24
Northeastern University EXP Project	Boston, MA	Green, TPO, Waterproofing	$ 2,032,000	$ 2,420,998	100%	Jan-22	Dec-23
SUNY Binghamton Bartle Library	Vestal, NY	EPDM	$ 2,100,000	$ 2,133,241	75%	Jan-22	Dec-23
Cambridge Crossing Parcel U	Cambridge, MA	PVC	$ 1,404,000	$ 1,587,753	99%	Jan-23	Dec-23
BETA Technologies	Burlington, VT	TPO	$ 2,168,210	$ 2,455,101	99%	Apr-22	Dec-23
Harvard University Boat House	Cambridge, MA	Slate	$ 2,778,000	$ 3,228,675	82%	Mar-21	Dec-23
Boynton Yards, Building 2	Somerville, MA	TPO, Waterproofing	$ 1,605,000	$ 1,962,914	89%	Apr-23	Dec-23
10 World Trade Center	Boston, MA	TPO	$ 4,360,000	$ 4,305,157	1%	May-22	Dec-23
M.I.T. Campus Graduate Student Housing	Cambridge, MA	PVC	$ 2,471,200	$2,730,232	68%	Jan-23	Dec-23
Amazon ORH3 Fulfillment Center	Charlton, MA	EPDM	$ 5,806,250	$ 6,976,801	97%	Sep-22	Dec-23
Josiah Quincy Upper School Project	Boston, MA	EPDM	$2,919,890.00	$ 2,943,187	56%	Feb-21	Dec-23
27 Boylston Street LLC.	Chestnut Hill, MA	TPO	$1,617,360.00	$ 2,410,802	70%	Jul-22	Dec-23
Corinth CSD/Middle School/High School	Saratoga, NY	PVC	$398,450.00	$ 398,450	96%	22-Aug	Dec-23
Ellenville Central School	Ellenville, NY	EPDM	$1,127,000.00	$ 1,127,000	97%	Oct-22	Dec-23
Taylor Apartments	Troy, NY	TPO	$887,990.00	$ 987,925	32%	Dec-22	Dec-23
MIT Metropolitan Storage	Cambridge, MA	PVC	$ 2,662,255	$ 2,644,905	1%	Jun-23	Dec-23
EMMA Willard School Chapel	Troy, NY		$ 2,000,000	$ 2,045,471	50%	Apr-23	Dec-23
Hamilton College Sage Rink	Clinton, NY	Metal Roof	$ 2,352,000	$ 2,352,948	81%	Apr-23	Dec-23
Harvard Univ.-Adams House	Cambridge, MA	PVC	$ 4,717,000	$ 4,717,000	3%	May-23	Dec-23
Fayetteville Manlius HS	Manlius, NY	EPDM	$ 1,260,700	$ 1,212,590	20%	23-Jun	Dec-23
Troy Armory Troy, NY	Troy, NY	EPDM	$ 2,178,110	$ 2,215,416	49%	Aug-23	Dec-23

Major Current Construction Contracts

Project Title	Location	Type of Roofing	Original Contract Amount	Adjusted Contract Amount	% Complete	Start Date	End Date
PNSY Building 238	Kittery, ME	TPO	$ 1,362,187	$ 1,362,187	99%	May-23	Dec-23
SUNY-Upstate Medical Univ.	Syracuse, NY	EPDM/PVC	$ 2,316,000	$ 2,316,000	14%	Jun-23	Dec-23
Crouse & E. Genesee St.	Syracuse, NY	SINGLE-EPDM	$ 1,189,580	$ 1,189,580	52%	Mar-23	Dec-23
Josiah Quincy Elementary School	Boston, MA	EPDM	$7,860,900.00	$ 7,860,900	59%	Jul-22	Dec-23
501 Boylston Street	Boston, MA	EPDM	$5,775,000.00	$ 5,945,102	94%	Sep-22	Dec-23
Sanofi 76 NYA	Framingham	PVC	$2,463,000.00	$ 3,075,593	89%	Aug-22	Dec-23
Stratton ANG, 1 National Guard	Scotia, NY		$ 540,000	$ 540,000	17%	Feb-23	Dec-23
CFS Fusion Demonstration Project	Devens, MA	PVC	$ 2,822,000	$ 3,055,615	95%	Feb-22	Dec-23
Seaport on Parcel N	Boston, MA	PVC	$ 1,485,000	$ 1,485,000	0%	Jan-22	Dec-23
Gloversville Enlarge School	Gloversville, NY	TPO	$7,980,000.00	$ 8,037,566	98%	Jul-22	Dec-23
Astoria Converter Station	Queens, NY	EPDM	$ 4,497,336	$ 4,497,336	2%	May-23	Dec-23
Tonawanda WTP & Sheridan	Tonawanda, NY	EPDM	$ 2,984,000	$ 2,984,000	83%	Apr-23	Dec-23
OGS- State OB Campus Penthouse	Albany, NY	EPDM	$ 816,669	$ 816,669	63%	Jun-23	Dec-23
Portsmouth Naval Station Bldg. 100	Kittery, ME	EPDM	$ 1,480,000	$ 1,663,392	99%	Oct-21	Nov-23
Terminal E, Logan Airport	Boston, MA	PVC,Metal, Waterproofing	$ 19,564,000	$ 27,926,805	99%	Aug-20	Nov-23
Commonwealth Pier Harbor Walk	Boston, MA	Metal, TPO	$ 8,606,000	$ 9,835,896	98%	Mar-21	Nov-23
CNYPC Bldgs 38 & 77	Marcy, NY	SBS Modified	$ 950,000	$ 2,653,339	98%	Apr-21	Nov-23

References for Current Construction Contracts				
Project Title	**Company Name**	**Contact Person**	**Telephone**	**Fax**
Portsmouth Naval Station Bldg. 100	Architect: Colby Company Engineering GC: Methuen Construction Company	------- Trevor Towne	207-553-7753 603-328-2222	------- -------
Terminal E, Logan Airport	Owner: MASSPORT Authority CM: Suffolk Construction Company	------- -------	617-568-5950 617-445-3500	617-568-5999 617-445-2343
Commonwealth Pier Harbor Walk	Architect: CBT Architects CM: Turner Construction Company	------- Chris Brinser	617-262-4354 617-247-5477	617-236-0378 617-247-5466
Northeastern University EXP Project	Architect: Payette Architects OPM: Suffolk Construction Company	Garrett House Lisa Kochilaris	617-895-1000 617-445-3500	617-895-1002 617-445-3500
NYS Police Forensic Unit	Architect: GC: Nurzia Construction Corp.			
SUNY Oswego Hewitt Hall	Architect: Cannon Design GC: DiPasquale Construction, Inc.	Michael Agate Mike Moyer	716-774-3341 585-352-4410	716-773-5909 -------
SUNY Binghamton Bartle Library	GC: Fahs Construction Group, Inc. CM: Buffalo Construction Consultants	Sam Pomerantz -------	203-253-5558 607-724-5357	------- 607-724-2361
Cambridge Crossing Parcel U	Architect: Jacobs Engineering GC: John Moriarty & Associates	------- Gillian Dahill	617-242-9222 781-729-3900	617-242-9824 781-729-8456
CNYPC Bldgs 38 & 77	Architect: Delta Engineering GC: Murnane Building Contractors		607-231-6600 315-736-0879	607-231-6600 315-736-8283
Westover AFB C-5 ISO Maintenance Facility	Architect: Burns and McDonnell GC: Cianbro Corporation	Pedro Constanzo -------	816-822-3273 207-487-3311	816-822-3415 207-487-3861
BETA Technologies	Architect: STANTEC GC: PC Construction Co.	------- Rob Mahoney	518-297-1240 802-658-4100	
Harvard University Boat House	Architect: Bruner/Cott Architects CM: Consigli Construction Company	------- Peter Caponne	617-492-8400 508-473-2580	------- 508-473-3588
Boynton Yards, Building 2	Architect: Architectural Resources GC: Shawmut Design & Construction	------- Ludger Bain	617-547-2200 617-622-7000	617-547-7222 617-922-7001
10 World Trade Center	OPM: Suffolk Construction Company		617-445-3500	617-445-2343
M.I.T. Campus Graduate Student Housing	Architect: Kieran Timberlake GC: John Moriarty & Associates	------- Will Marini	215-922-6600 781-729-3900	215-922-4680 781-729-8456
Amazon ORH3 Fulfillment Center	CM: Gilbane Building Company	Carlos Neves	401-456-5917	401-456-5870
CFS Fusion Demonstration Project	Architect: HDR GC: Bond Building Construction	------- Brandon Roderick	617-357-7700 617-387-3400	617-357-7759 ------
350 Summer Street	CM: Suffolk Construction	Michael Shannon	617-445-3500	
Corinth CSD/Middle School/High School	Owner: Corinth Central School District Architect: BCA Arch & Eng Sarartoga SPR	Nathan Bunkoff Maxwell Bendert	518-654-9005 518-261-8678	 518-654-6266
SUNY- Plattsburgh, Field House & Central Heating Plant	Owner: New York State University Construction Architect: Architecture Plus	Robbillee Luedtke Brian Barker	518-689-2577 518-272-4481	518-689-2635 518-272-1605
Medline Facility Reroof	Owner: Colliers International, NY	Paul Faris	212-243-2477	
Steamboat Square- Phase 1		John Davis	518-641-7500	
Niskayuna CSD-Phase2A	GC.Murnane Building Construction, Inc.	John Matrazzo	518-978-3300	
Taylor Apartments	The Pike Company	John Schmaker	518-371-5900	518-371-9744
Green Haven CF-Buidings 15 & 19	GC: State of New York-OGS		518-474-0203	518-473-7862
Stratton ANG, 1 National Guard	GC: Riverview Cobstruction Associates, Inc.	Robert Romano	518-322-7899	518-356-1850
MIT Metropolitans Storage	Architect: Shawmut Design & Construct	John Parziale	617-547-8180	
Mildered Hailey APT BLDG 1A	GC: Consigli Construction CO INC.	Melissa Guertin	617-259-1007	
EMMA Willard School Chapel	GC: Consigli Construction NY	Christian Parrott	518-621-3230	518-621-8548
General Dynamics BDLG 9C	GC: Evans General Contractors	Ethan Roberts	678-713-7616	

References for Current Construction Contracts				
Project Title	**Company Name**	**Contact Person**	**Telephone**	**Fax**
Hamilton College Sage Rink	Daniel O'Connell's Sons Architect: Bell Spina Architects	Jeremy Smith	203-672-0687 315-487-5947	203-672-0693 315-487-5947
Crouse & E. Genesee St.	GC: Hueber-Breuer Construction, Co., Inc.	Bill Pellenz	315-476-1317	
SUNY-Buffalo Ellicott Complex	Architect: LaBella Associates P.C. Owner: Dormitory Auth State of New York	Jennifer Burtch	518-257-3433	
Harvard Univ.- Adams House	Owner: Harvard Univ. Adams House Architect: Shawmut Design & Construction	Glen Ryan	617-512-9346	
Astoria Converter Station	Owner: Astoria Station Queens NY GC: Engerylink International	Jill Shah	403-870-9404	
Tonawanda WTP & Sheridan	Owner: Town of Tonawanda		716-877-8800	
Portsmouth Naval Shipyard	GC: AIKO-KMK MP JV, LLC.	Tyler Phillips	207-439-3569	
Fayetteviille Manlius HS	Owner: Fayetteville-Manlius Schools		315-692-1234	315-692-1227
Holyoke Soldiers Home- LongTerm Care	Owner: Division of Capital Asset Management GC: Walsh Brothers Incorporated	Paul Gauvin	617-878-4800	617-720-6116
Troy Armory Troy, NY	Owner: State of New York-OGS	John Hutton	518-474-0203	518-473-7862
PNSY Building 238	GC:Structural Associates Inc.	Brandan Hanna	315-463-0001	315-432-0795
PNSY Building 23	GC: Armitage Architecture	Mandy Headrick	478-747-4703	
Univ-of Buffalo-Ellicott	GC: LeChase Contruction Services	Nate Barney	518-388-9200	518-388-9206
Klieinhans Music Hall Phase-2	Owner: City of Buffalo DPW Parks & Streets	Herpin C	716-851-5636	
Harvard ERC East & West BLDG	GC: Turner Construction Company		617-247-6400	
SUNY Upsate Medical Univ.	Owner: SUNY Upstate Medical Univ.		315-464-3818	315-464-7376
OGS-State OB Campus Penthouse	Owner: State of New York-OGS	Leonard A	518-473-7862	518-473-7862

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.

TD Bank - Jann Pakigh 203-761-3814
Great American Insurance Co. Ellen Young - Eastern Insurance
508-620-3421

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Please see attached Financial Statement

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.

Titan Roofing, Inc.
Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 200 Tapley Street, Springfield, MA 01104

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

Fred Pazmino; President

Tony Pazmino; VP of NY Operations

Shawna Pazmino-Brook; Treasurer

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Titan Roofing, Inc.
Firm

Dated: March 28, 2024

By _____

Shawna Pazmino-Brook, Treasurer
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for: Albany County Hourly Rate Agreements for Various Labor Trades
Bid #2024-044

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: Titan Roofing, Inc.

By: _____
(Signature)

Shawna Pazmino-Brook
(Typed)

Title: Treasurer

Date: March 28, 2024

TITAN ROOFING, INC.

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

DECEMBER 31, 2023 AND 2022

TITAN ROOFING, INC.

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MARCUM
ACCOUNTANTS ▲ ADVISORS

INDEPENDENT AUDITORS' REPORT

To the Stockholder
Titan Roofing, Inc.

Opinion

We have audited the financial statements of Titan Roofing, Inc. (the Company), which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of income and retained earnings and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Titan Roofing, Inc. as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Marcum LLP ▪ 555 Long Wharf Drive ▪ 8th Floor ▪ New Haven, CT 06511 ▪ 203.781.9600 ▪ **www.marcumllp.com**

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Marcum LLP

New Haven, CT
February 26, 2024

TITAN ROOFING, INC.

BALANCE SHEETS

DECEMBER 31, 2023 AND 2022

	2023	2022
Assets		
Current Assets		
Cash and cash equivalents	$ 13,773,452	$ 8,080,013
Contracts and retainage receivable, net of allowance for credit losses of $1,000,000 at December 31, 2023 and 2022.	31,266,640	27,352,581
Contract assets, including conditional retainage of $4,967,635 and $2,774,149 at December 31, 2023 and 2022, respectively	7,553,149	4,594,852
Inventory	749,008	886,264
Prepaid expenses and other current assets	9,903,051	18,902,542
Total Current Assets	63,245,300	59,816,252
Property and Equipment		
Vehicles	6,787,090	5,886,504
Construction equipment	2,554,352	2,396,842
Leasehold improvements	1,518,410	1,520,983
	10,859,852	9,804,329
Less accumulated depreciation and amortization	7,125,601	6,251,102
Total Property and Equipment, net	3,734,251	3,553,227
Operating Right-of-Use Assets, net	6,674,192	3,574,865
Total Assets	$ 73,653,743	$ 66,944,344

The accompanying notes are an integral part of these financial statements.

TITAN ROOFING, INC.

BALANCE SHEETS (CONTINUED)

DECEMBER 31, 2023 AND 2022

	2023	2022
Liabilities and Stockholder's Equity		
Current Liabilities		
Current maturities of operating lease liabilities	$ 1,063,145	$ 775,321
Current maturities of stockholder note payable	--	850,033
Accounts payable	6,069,172	7,662,936
Contract liabilities, net of conditional retainage of $5,215,111 and $4,842,528 at December 31, 2023 and 2022, respectively	18,750,807	21,186,756
Accrued expenses	6,588,101	6,095,212
Insurance note payable	814,138	665,909
Accrued loss on uncompleted contracts	164,406	91,415
Accrued state income tax	691,145	911,371
Total Current Liabilities	34,140,914	38,238,953
Long-Term Liabilities		
Operating lease liabilities, less current maturities	5,630,634	2,802,529
Stockholder note payable, less current maturities	--	1,888,855
Total Long-Term Liabilities	5,630,634	4,691,384
Total Liabilities	39,771,548	42,930,337
Stockholder's Equity		
Common stock, no par value; authorized 12,500 shares, 100 shares issued and outstanding, at stated value	10,000	10,000
Retained earnings	33,872,195	24,004,007
Total Stockholder's Equity	33,882,195	24,014,007
Total Liabilities and Stockholder's Equity	$ 73,653,743	$ 66,944,344

The accompanying notes are an integral part of these financial statements.

TITAN ROOFING, INC.

STATEMENTS OF INCOME AND RETAINED EARNINGS

FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
Revenues Earned	$ 166,174,854	$ 124,041,635
Cost of Revenues Earned	129,848,048	103,156,913
Gross Profit	36,326,806	20,884,722
Operating Expenses		
General and administrative expenses	14,551,366	11,571,559
(Gain) loss on sale of property and equipment	(50,174)	5,589
Total Operating Expenses, net	14,501,192	11,577,148
Income from Operations	21,825,614	9,307,574
Other Income (Expense)		
Other income	80	1,784
Interest income	249,835	13,667
Interest expense	(116,663)	--
Total Other Income, net	133,252	15,451
Income Before State Income Tax Expense	21,958,866	9,323,025
State Income Tax Expense	1,667,580	725,034
Net Income	20,291,286	8,597,991
Retained Earnings - Beginning	24,004,007	19,598,791
Distributions to Stockholder	(10,423,098)	(4,192,775)
Retained Earnings - Ending	$ 33,872,195	$ 24,004,007

The accompanying notes are an integral part of these financial statements.

TITAN ROOFING, INC.

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
Cash Flows from Operating Activities		
Net income	$ 20,291,286	$ 8,597,991
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	1,044,154	1,008,055
Amortization of operating right-of-use assets	987,140	547,233
(Gain) loss on sale of property and equipment	(50,174)	5,589
Bad debt expense	145,907	99,448
Changes in operating assets and liabilities:		
Contracts and retainage receivable	(4,059,966)	(6,518,764)
Contract assets	(2,958,297)	1,795,913
Inventory	137,256	(250,721)
Prepaid expenses and other current assets	12,970,317	(11,561,909)
Accounts payable	(1,593,764)	(1,868,649)
Accrued expenses	(1,347,111)	1,792,870
Contract liabilities	(2,435,949)	13,198,458
Accrued loss on uncompleted contracts	72,991	(7,882)
Accrued state income taxes	(220,226)	64,893
Operating lease liabilities	(970,538)	(544,248)
Net Cash Provided by Operating Activities	22,013,026	6,358,277
Cash Flows from Investing Activities		
Proceeds from sale of property and equipment	95,579	6,752
Purchase of property and equipment	(1,270,583)	(910,746)
Net Cash Used in Investing Activities	(1,175,004)	(903,994)
Cash Flows from Financing Activities		
Payments on insurance note payable	(3,822,597)	(3,457,636)
Payments of loan payable to stockholder	(2,738,888)	--
Proceeds from loan payable to stockholder	--	2,738,888
Distributions to stockholders	(8,583,098)	(4,192,775)
Net Cash Used in Financing Activities	(15,144,583)	(4,911,523)
Net Change in Cash and Cash Equivalents	5,693,439	542,760
Cash and Cash Equivalents - Beginning	8,080,013	7,537,253
Cash and Cash Equivalents - Ending	$ 13,773,452	$ 8,080,013

The accompanying notes are an integral part of these financial statements.

TITAN ROOFING, INC.

STATEMENTS OF CASH FLOWS (CONTINUED)

FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
Supplemental Disclosures of Cash Flow Information		
Cash payments for interest	$ 116,663	$ --
Cash payment for taxes	$ 1,887,806	$ 660,141
Supplemental Disclosures of Non-Cash Investing and Financing Activities		
Accrued distributions	$ 1,840,000	$ --
The Company financed insurance premiums by entering into financing arrangements	$ 3,970,826	$ 3,463,894

The accompanying notes are an integral part of these financial statements.

NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

NATURE OF OPERATIONS

Titan Roofing, Inc. (the Company) is engaged in commercial roofing and sheet metal contracting throughout Southern New England, but primarily within Massachusetts, Vermont and New York. Work is performed under cost-plus-fee contracts, fixed price contracts, fixed price contracts modified by incentive and penalty provisions, and time and material contracts. The length of the construction contracts vary, but are typically one year or less. The Company follows the practice of filling statutory liens on all construction projects where collection problems are anticipated. The liens serve as collateral for contract receivables.

The Company, as conditions for entering into construction contracts, has purchased surety bonds. The bonds are collateralized by contract receivables.

SIGNIFICANT ACCOUNTING POLICIES

USE OF ESTIMATES

Management uses estimates and assumptions in preparing these financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities, and the reported revenues and expenses. Although management believes the estimates that have been used are reasonable, actual results could vary from the estimates that were used. Management periodically evaluates the estimates for continued reasonableness. Adjustments, if any, to the estimates used are made prospectively based upon such periodic evaluation. It is reasonably possible that changes may occur in the near term that would affect management's estimates with respect to the contract estimates used in revenue recognition over time and the allowance for credit losses.

BALANCE SHEET CLASSIFICATION

The Company includes in current assets and liabilities retainage amounts receivable and payable and conditional retainage under construction contracts that may extend beyond one year. A one-year time period is used as the basis for classifying all other current assets and liabilities.

CASH, CASH EQUIVALENTS AND CREDIT RISK

For purposes of reporting cash flows, the Company considers all cash accounts that are not subject to withdrawal restrictions or penalties and have a maturity of three months or less at the time of purchase, as cash and cash equivalents in the accompanying balance sheets.

NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

CASH, CASH EQUIVALENTS AND CREDIT RISK (CONTINUED)

The Company has deposits in financial institutions that maintained FDIC deposit insurance limiting coverage to $250,000 per depositor. The excess over $250,000 for each financial institution represents a credit risk to the Company.

CONTRACTS AND RETAINAGE RECEIVABLE AND OTHER FINANCIAL ASSETS

Contracts and retainage receivable from performing commercial roofing and sheet metal work is based on contracted prices. When payment of the retainage is contingent upon the Company fulfilling its obligations under the contract it does not meet the criteria to be included in contracts receivable and remains in the contract's respective contract asset or contract liability, determined on a contract-by-contract basis. Retainage for which the Company has an unconditional right to payment that is only subject to the passage of time is included in contracts and retainage receivable. The Company provides an allowance for credit losses, which is based upon an aging schedule methodology Historical loss expense is adjusted for current conditions and reasonable and supportable forecasts, when applicable. Normally contracts receivable are due 30 days after issuance of the invoice. Contract retentions are usually due 30 days after completion of the project and acceptance by the owner. Receivables past due more than 120 days are considered delinquent. Delinquent receivables are written off based on individual credit evaluation and specific circumstances of the customer. The allowance for credit losses was $1,000,000 at December 31, 2023 and 2022.

Effective January 1, 2023, the Company adopted Accounting Standards Update (ASU) No 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, and all subsequent amendments to the ASU, collectively known as the Current Expected Credit Loss (CECL) model. The CECL model replaces the previous incurred loss impairment methodology with a methodology that reflects expected credit losses on the Company's financial assets, including contract and retainage receivables and contract assets arising from its construction contracts, and requires consideration of a broader range of information to inform credit loss estimates. The Company applied the CECL model to its financial assets measured at amortized cost, which primarily consist of contract and retainage receivables and contract assets. The CECL model requires the Company to estimate the lifetime expected credit losses on these financial instruments based on historical loss experience, adjusted for current conditions and reasonable and supportable forecasts that affect the collectability of the reported amounts.

NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

CONTRACTS AND RETAINAGE RECEIVABLE AND OTHER FINANCIAL ASSETS (CONTINUED)

The Company adopted the CECL standard using the modified retrospective transition method through a cumulative-effect adjustment to retained earnings as of the beginning of the fiscal year of adoption. The adoption of the CECL model did not have a material impact on the Company's financial statements. As such, there was no cumulative-effect adjustment required to the opening balance of retained earnings on January 1, 2023.

INVENTORY

Inventory of building materials are stated at the lower of cost (first in, first out method) or net realizable value.

PROPERTY AND EQUIPMENT

Property and equipment are stated at cost. Depreciation is computed primarily using the straight-line method over the estimated useful lives of the assets, which range from three to thirty-nine years. Leasehold improvements are amortized over the shorter of the useful life of the related assets or the lease term. Additions, renewals, and betterments that significantly extend the life of an asset are capitalized. Expenditures for repairs and maintenance are charged to expense as incurred.

For assets sold or otherwise disposed the cost and related accumulated depreciation and amortization are removed from the accounts, and any related gain or loss is reflected in operating income for the period. Depreciation and amortization expense was $1,044,154 and $1,008,055 for the years ended December 31, 2023 and 2022, respectively.

IMPAIRMENT OF LONG-LIVED ASSETS

The carrying values of long-lived assets, which include property and equipment and real estate investments, are evaluated periodically for impairment. Impairment losses are recognized when indicators of impairment are present and undiscounted cash flow estimated to be generated by Company's long-lived assets is less than the carrying amount of such long-lived assets. The amount of the impairment loss, if any, is determined by comparing the carrying amount of the Company's investments to its estimated fair value. No impairment losses have been recognized for the years ended December 31, 2023 and 2022.

NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

GROUP CAPTIVE INSURANCE PLAN

The Company has a minority interest of $100 in a captive insurance company, which is recorded at a measurement alternative method, which measures the investment at cost, minus impairment plus or minus changes resulting from observable price changes. For the investment account under the measurement alternative method, the Company concludes that it does not exert a significant amount of influence over the investment's operating and financing activities, therefore, the Company accounted for these investments under the measurement alternative method. The amount is included in prepaid expenses and other current assets on the accompanying balance sheets. The Company pays premiums to fund the captive insurance plan, which covers insurance claims up to $1,000,000 in the aggregate on any given insurance year. Claims in excess of $1,000,000 in any given year are covered by the Company's umbrella insurance. The captive insurance plan requires the Company to secure its position in the captive with a stand-by letter of credit (see Note 5). The reserve for any reported claims and claims incurred but not reported has been determined to be insignificant to the Company's financial statements, therefore, no reserve was recorded as of December 31, 2023 and 2022.

LEASES

The Company follows FASB Accounting Standard Codification (ASC) 842, *Leases* (ASC 842). The Company determines if an arrangement contains a lease at inception based on whether the Company has the right to control the asset during the contract period and other facts and circumstances. The Company does not recognize right-of-use assets or lease liabilities on the balance sheets for all qualifying short-term leases. The Company generally does not have access to the rate implicit in the lease, and therefore the Company utilizes its incremental borrowing rate as the discount rate. The Company recognizes all extension options that it plans to execute in its right-of-use assets and lease liabilities.

REVENUE RECOGNITION

The Company follows ASC 606, *Revenue from Contracts with Customers* (ASC 606). For contracts that are within the scope of FASB ASC 606, the Company performs the following five steps: (1) identify the contract(s) with a customer; (2) identify the performance obligations in the contract; (3) determine the transaction price; (4) allocate the transaction price to the performance obligations in the contract; and (5) recognize revenue when (or as) the entity satisfies a performance obligation.

NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

PERFORMANCE OBLIGATIONS AND RECOGNITION MODEL

The Company evaluates whether two or more contracts should be combined and accounted for as one single performance obligation and whether a single contract should be accounted for as more than one performance obligation. ASC 606 defines a performance obligation as a contractual promise to transfer a distinct good or service to a customer. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. The Company's evaluation requires significant judgment and the decision to combine a group of contracts or separate a contract into multiple performance obligations could change the amount of revenue and profit recorded in a given period. The majority of the Company's contracts have a single performance obligation, as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contract and, therefore, is not distinct. However, occasionally the Company has contracts with multiple performance obligations.

For contracts with multiple performance obligations, the Company allocates the contract's transaction price to each performance obligation using the observable stand-alone selling price, if available, or alternatively the best estimate of the stand-alone selling price of each distinct performance obligation in the contract. The primary method used to estimate stand-alone selling price is the expected cost plus a margin approach for each performance obligation.

Revenue related to contracts with customers is recognized over time as work is completed due to the continuous transfer of control to the customer, typically using an input measure such as costs incurred to date relative to total estimated costs at completion to measure progress. Costs that do not depict progress toward satisfaction of the performance obligation are included in contract costs but may not result in revenue being recognized, for example when such costs are attributable to significant unanticipated inefficiencies that were not included in the price of the contract or significant re-work. At times costs may be incurred that are not reflective of the Company's progress towards satisfaction of the performance obligation which may result in revenue being recognized only to the extent of such costs without any profit, for example uninstalled materials that are (1) not distinct, (2) control is transferred to the customer significantly before integration of the goods into the project, (3) cost of the transferred goods are significant relative to the total estimated costs of satisfying the performance obligation, and (4) the Company is not significantly involved in designing or manufacturing the goods.

NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

PERFORMANCE OBLIGATIONS AND RECOGNITION MODEL (CONTINUED)

Revenue on contracts with customers is measured based on consideration specified in a contract with a customer, and excludes any amounts collected on behalf of third parties. Taxes assessed by a governmental authority that are both imposed on and concurrent with a specific revenue-producing transaction, that are collected by the Company from a customer, are excluded from revenue.

Contract revenues are primarily derived from fixed-price construction contracts. The Company has determined that generally these fixed-price construction projects provide a distinct service and, therefore, qualify as one performance obligation as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contracts and, therefore, not distinct. Revenue is recognized over time, because of the continuous transfer of control to the customer as work is performed at the customer's site and, therefore, the customer controls the asset as it is being constructed. The cost-to-cost measure of progress best depicts the transfer of control of assets to the customer, which occurs as costs are incurred.

Revenues from time-and-material contracts are billed to customers as work is performed. The Company determined that generally time-and-material contracts contain a single performance obligation as the services and maintenance provided by the contracts are considered a series that are substantially the same and have the same pattern of transfer to the customer. The performance obligation is considered to be satisfied over time since the customer simultaneously receives and consumes the benefits of the time-and-material contracts.

Cost of revenues earned include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation costs. The cost of significant uninstalled materials, re-work, or scrap is generally excluded from the cost-to-cost measure of progress as it is not proportionate to the entity's progress in satisfying the performance obligation. As of December 31, 2023 and 2022, there were uninstalled materials of $7,492,569 and $14,937,186, respectively, which is included in prepaid expenses and other current assets on the accompanying balance sheets. The remaining amounts included in prepaid expense and other current assets as of December 31, 2023 and 2022 are traditional company prepaid expenses and other current assets. Costs to fulfill a contract, including mobilization costs, prior to substantive work beginning are capitalized as incurred and amortized over the expected duration of the contract. As of December 31, 2023 and 2022, capitalized costs to fulfill contracts were not material, therefore not included in the Company's financial statements. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined.

NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

PERFORMANCE OBLIGATIONS AND RECOGNITION MODEL (CONTINUED)

The Company's contracts may include retention provisions to provide assurance to customers that the Company will perform in accordance with the contract terms. The retention provisions are not considered a significant financing component. The balances billed but not paid by customers pursuant to these provisions generally become due upon completion and acceptance of the project by the customer. The Company has determined that there are no significant financing components included in construction contracts as of December 31, 2023 and 2022.

CONTRACT ESTIMATES INCLUDING CLAIMS, UNAPPROVED CHANGE ORDERS AND VARIABLE CONSIDERATION

Accounting for long-term contracts with customers involves the use of various techniques to estimate total transaction price, total estimated costs at completion, and progress toward satisfaction of performance obligations which are used to recognize revenue earned. Unforeseen events and circumstances can alter the estimate of the costs associated with a particular contract. Total estimated costs at completion can be impacted by changes in productivity, scheduling, the unit cost of labor, subcontracts, materials, and equipment. Additionally, external factors such as weather, customer needs, customer delays in providing permits and approvals, labor availability, governmental regulation and politics may affect the progress of a project's completion, and thus the timing and amount of revenue recognition.

To the extent that original cost estimates are modified, estimated costs to complete increase, delivery schedules are delayed, or progress under a contract is otherwise impeded, cash flow, revenue recognition, and profitability from a particular contract may be adversely affected.

The nature of the Company's contracts gives rise to several types of variable consideration, including contract modifications (unapproved change orders and claims), liquidated damages, volume discounts, performance bonuses, shared savings, incentive fees, and other terms that can either increase or decrease the transaction price. Transaction price for contracts is required to include evaluation of variable consideration to which the Company has an enforceable right to compensation or obligation for a reduction in transaction price (as for liquidated damages), which can result in increases or decreases to a contract's transaction price. The Company estimates variable consideration as the most likely amount to which it expects to be entitled. The Company includes variable consideration in the estimated transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved.

NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

CONTRACT ESTIMATES INCLUDING CLAIMS, UNAPPROVED CHANGE ORDERS AND VARIABLE CONSIDERATION (CONTINUED)

The estimates of variable consideration and determination of whether to include estimated amounts in the transaction price are based largely on an assessment of the anticipated performance and all information (historic, current, and forecasted) that is reasonably available to the Company. The effect of a change in variable consideration on the transaction price of a performance obligation is recognized as an adjustment to revenue on a cumulative catch-up basis.

Contract modifications can result from changes in contract specifications or requirements that either creates new or changes existing enforceable rights and obligations of the parties to the contract. The Company considers unapproved change orders to be contract modifications for which customers have agreed to changes in the scope of the contract but have not agreed to the price.

The Company considers claims to be contract modifications for which the Company has sought, or will seek, to collect from customers, or others, for customer-caused changes in contract specifications or design, or other customer-related causes of unanticipated additional contract costs on which there is no contractual agreement with the customer for changes in either the scope or price of the contract. Claims can also be caused by non-customer-caused changes, such as weather delays, work stoppages or other unanticipated events.

Costs associated with contract modifications are included in the estimated costs to complete the contracts and are treated as project costs when incurred. In most instances, contract modifications are for goods or services that are not distinct and, therefore, are accounted for as part of the existing contract. In those instances, the effect of a contract modification on the transaction price, and the measure of progress for the performance obligation to which it relates, is recognized as an adjustment to revenue on a cumulative catch-up basis.

To the extent unapproved change orders and claims reflected in the transaction price are not resolved in the Company's favor, or to the extent other contract provisions reflected in the transaction price are not earned, there could be reductions in or reversals of previously recognized revenue.

NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

CONTRACT ESTIMATES INCLUDING CLAIMS, UNAPPROVED CHANGE ORDERS AND VARIABLE CONSIDERATION (CONTINUED)

As a significant change in one or more of these estimates could affect the revenue and profitability of the Company's long-term construction contracts, the Company reviews and updates contract-related estimates regularly. The Company recognizes adjustments in estimated revenue on contracts on a cumulative catch-up basis. Under this method, the cumulative impact of the revenue adjustment is recognized in the period the adjustment is identified. Revenue in future periods of contract performance are recognized using the adjusted estimate. If at any time the contract estimates indicate an anticipated loss on a contract, the projected loss is recognized in full, including the reversal of any previously recognized profit, in the period it is identified and recognized as an accrued loss on uncompleted contracts on the balance sheets. No adjustments resulting from revisions to estimates on any individual contract were material to the financial statements for the years ended December 31, 2023 and 2022.

CONTRACT ASSETS AND LIABILITIES

The timing of revenue recognition, billings, and cash collections results in contracts receivable, retainage receivable, contract assets and contract liabilities on the accompanying balance sheets. Included in contract assets is revenue in excess of billings and conditional retainage on uncompleted contracts. Included in contract liabilities is billings and conditional retainage in excess of revenue earned on uncompleted contracts. Also included in contract assets and contract liabilities is "conditional retainage" representing work performed by the Company for a customer that is retained pending the completion of the terms within the contract. Upon completion of the contract terms the conditional retainage is billed and collectible based on the passage of time at which time the amount is presented as a retainage receivable. On a contract by contract basis, the conditional retainage is net against the contract asset "revenue in excess of billings and conditional retainage on uncompleted contracts" and contract liability "billings and conditional retainage in excess of revenue earned on uncompleted contracts" to arrive at a net contract asset or liability by contract.

NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

CONTRACT ASSETS AND LIABILITIES (CONTINUED)

The following table provides information about contract assets and contract liabilities at:

	December 31, 2023	December 31, 2022	January 1, 2022
Contract Assets			
Revenue in excess of billings and conditional retainage on uncompleted contracts	$ 2,585,514	$ 1,820,703	$ 4,452,876
Conditional retainage	4,967,635	2,774,149	1,937,889
Total Contract Assets	$ 7,553,149	$ 4,594,852	$ 6,390,765
Contract Liabilities			
Billings and conditional retainage in excess of revenue earned on uncompleted contracts	$ 23,965,918	$ 26,029,284	$ 10,609,737
Conditional retainage	(5,215,111)	(4,842,528)	(2,621,439)
Total Contract Liabilities	$ 18,750,807	$ 21,186,756	$ 7,988,298

TRANSACTION PRICE ALLOCATED TO THE REMAINING PERFORMANCE OBLIGATIONS

As of December 31, 2023, the Company had approximately $97,500,000 of estimated revenue expected to be recognized in the future related to performance obligations that are unsatisfied (or partially satisfied).

ADVERTISING COSTS

Advertising costs are expensed as incurred. Total advertising costs for the years ended December 31, 2023 and 2022 were $6,232 and $4,509, respectively.

MULTI-EMPLOYER BENEFIT PLANS

The Company participates in multi-employer pension plans that cover union employees. Contributions to the plans are based upon a fixed rate per hour worked. The risks of participating in these multi-employer plans are different from single-employer plans in the following aspects:

NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

MULTI-EMPLOYER BENEFIT PLANS (CONTINUED)

- Assets contributed to the multi-employer plans by one employer may be used to provide benefits to employees of other participating employers.

- If a participating employer stops contributing to the plans, the unfunded obligation of the plans may be borne by the remaining participating employers.

- If the Company chose to stop participating in some of the multi-employer plans, it may be required to pay those plans an amount based on the underfunded status of the plans, referred to as a withdrawal liability.

The following table presents the Company's participation in these plans as of and for the years ended December 31:

Pension Trust Fund	Pension Plan Employer Identification Number	Pension Protection Act ("PPA") Certified Zone Status[1]		FIP / RP Status Pending / Implemented[2]	Contributions		Surcharge Imposed	Expiration Date of Collective Bargaining Agreement[3]
		2023	2022		2023	2022		
Roofers' Local Union No. 33 Pension Fund	04-2228135	Green	Green	No	$ 2,156,892	$ 1,562,652	N/A	July 31, 2026
Roofers' Local Union No. 241 Pension Fund	51-6125180	Green	Green	No	1,443,642	1,436,856	N/A	May 31, 2024
Sheet Metal Workers' Local No. 83 Pension Fund	52-6112463	Green	Yellow	Yes	652,641	529,206	N/A	May 31, 2025
Roofer and Slater Local Union #248 Pension Plan	04-2316465	Red	Red	Yes	388,024	331,075	Yes	July 15, 2024
Local Union 17 Upstate New York Engineers Pension Fund	15-0614642	Red	Red	Yes	315,085	312,180	Yes	July 31, 2026
Sheet Metal Workers' Local No. 40 Pension Fund	06-6157817	Red	Red	Yes	87,079	112,752	Yes	Agreement Expired June 30, 2023
Upstate New York Engineers Pension Fund	15-0614642	Red	Red	Yes	69,968	66,515	Yes	February 1, 2026
Alternative New England Teamsters and Trucking Industry Pension fund Local 404	04-6372430	Red	Red	Yes	50,880	48,921	N/A	March 31, 2026
Other Pension Trust Funds					1,422,118	970,505		
				Total Contributions:	$ 6,586,329	$ 5,370,662		

[1] The most recent PPA zone status available in 2023 and 2022 is for the plan's year-ending during 2022 and 2021, respectively. The Zone status is based on information received from the plan and is certified by the plan's actuary. Among other factors, plans in the red zone are generally less than 65 percent funded, plans in the orange zone are less than 80 percent funded and have an Accumulated Funding Deficiency in the current year or projected in the next six years, plans in the yellow zone are less than 80 percent funded, and plans in the green zone are at least 80 percent funded.

[2] The "FIP/RP Status Pending/Implemented" column indicates plans for which a financial improvement plan ("FIP") or a rehabilitation plan ("RP") is either pending or has been implemented.

[3] Lists the expiration dates of the collective-bargaining agreements to which the plans are subject. Pension trust funds with a range of expiration dates have various collective-bargaining agreements.

NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

MULTI-EMPLOYER BENEFIT PLANS (CONTINUED)

Governmental regulations impose certain requirements relative to union-sponsored pension plans. In the event of plan termination or employer withdrawal, an employer may be liable for a portion of the plan's unfunded vested benefits. The Company has not received information from the plans' administrators to determine its share of unfunded vested benefits. The Company does not anticipate withdrawal from its own or other company plans, nor is the Company aware of any expected plan terminations.

401(K) PLAN

The Company has a Safe Harbor 401(k) plan covering non-union employees. The Company matches 100 percent of the first 3 percent of the employee's salary deferral plus 50 percent of deferrals that exceed 3 percent but are not to exceed 5 percent. Administrative expenses related to this plan are expensed as incurred. Contributions to the plan were $232,037 and $195,389 for the years ended December 31, 2023 and 2022, respectively.

INCOME TAXES

The Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code, which provides that, in lieu of corporation income taxes, the stockholder separately accounts for the Company's items of income, deductions, losses and credits. Therefore, these statements do not include any provision for federal income taxes. The Company is obligated to pay various income and franchise taxes in the states where the Company operates. In addition, management does not anticipate distributions to the stockholder subsequent to year-end to pay income taxes for the year ended December 31, 2023 and 2022. Effective tax rates differ from statutory tax rates as a result of certain states which require the Company to pay franchise or state income taxes.

State income taxes are provided for the tax effects of transactions reported in the financial statement and consist of taxes currently due. Management has concluded that the effect of deferred state taxes are not material to the financial statements.

NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

INCOME TAXES (CONTINUED)

Management has concluded that the Company is a pass-through entity for federal and certain states the Company operates in and there are no uncertain tax positions that would require recognition in the financial statements. If the Company were to incur an income tax liability in the future, interest on any income tax liability would be reported as interest expense and penalties on any income tax would be reported as income taxes. Management's conclusions regarding uncertain tax positions may be subject to review and adjustment at a later date based upon ongoing analysis of tax laws, regulations and interpretations thereof as well as other factors.

SUBSEQUENT EVENTS

The Company has performed a review of events subsequent to the balance sheet date through February 26, 2024, the date the financial statements were available to be issued. There were no events requiring recognition or disclosure in the accompanying financial statements.

NOTE 2 – CONTRACTS AND RETAINAGE RECEIVABLE

Following is a summary of contracts and retainage receivable at:

	December 31, 2023	December 31, 2022	January 1, 2022
Contracts Receivable			
Completed contracts	$ 10,311,177	$ 4,860,959	$ 4,637,534
Contracts in progress	20,288,755	22,599,583	16,509,978
	30,599,932	27,460,542	21,147,512
Retainage Receivable	1,666,708	892,039	785,753
	32,266,640	28,352,581	21,933,265
Less allowance for credit losses	1,000,000	1,000,000	1,000,000
	$ 31,266,640	$ 27,352,581	$ 20,933,265

NOTE 2 – CONTRACTS AND RETAINAGE RECEIVABLE (CONTINUED)

The following is a summary of changes in the allowance for credit losses during the year ended December 31:

	2023	2022
Balance at beginning of year	$ 1,000,000	$ 1,000,000
Charged to bad debt expense	145,907	99,448
Write-off of contracts receivable including retianage	(145,907)	(99,448)
Balance at end of year	$ 1,000,000	$ 1,000,000

NOTE 3 – COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Following is a summary of contracts in progress at December 31:

	2023	2022
Costs incurred on uncompleted contracts	$ 136,722,046	$ 106,895,320
Estimated earnings	17,985,952	11,810,283
Contract revenue earned on uncompleted contracts	154,707,998	118,705,603
Billings to date (including conditional retainage)	176,088,402	142,914,184
Less conditional retainage	10,182,746	7,616,677
Billings to date (excluding conditional retainage)	165,905,656	135,297,507
	$ (11,197,658)	$ (16,591,904)

These amounts are included in the accompanying balance sheets under the following captions at December 31:

	2023	2022
Contract assets	$ 7,553,149	$ 4,594,852
Contract liabilities	(18,750,807)	(21,186,756)
	$ (11,197,658)	$ (16,591,904)

NOTE 4 –LEASES AND RELATED PARTY TRANSACTIONS

The Company rents property and equipment from third parties and related parties under non-cancelable operating lease agreements with monthly payments ranging from $48 to $35,000 The leases expire at various dates through December 2038. Total rent expense for related party leases was $683,000 and $534,000 for the years ended December 31, 2023 and 2022, respectively.

In addition, the Company leases various facilities and pieces of construction equipment under month-to-month operating lease agreements.

The following summarizes the line items in the balance sheets which include amounts for operating leases at December 31:

	2023	2022
Operating right-of-use assets	$ 6,674,192	$ 3,574,865
Current maturities of operating lease liabilities	1,063,145	775,321
Operating lease liabilities, less current maturities	5,630,634	2,802,529
Total operating lease liabilities	$ 6,693,779	$ 3,577,850

The components of total lease costs are as follows for the years ended December 31:

	2023	2022
Operating lease cost	$ 1,398,423	$ 803,946
Short-term lease cost	3,144,346	2,344,131
	$ 4,542,769	$ 3,148,077

NOTE 4 –LEASES AND RELATED PARTY TRANSACTIONS (CONTINUED)

The following summarizes the cash flow information related to operating leases for the years ended December 31:

	2023	2022
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows for operating leases	$ 1,381,821	$ 800,961
Lease assets obtained in exchange for lease liabilities		
Operating leases	$ 4,086,467	$ 4,122,098

Weighted average lease term and discount rate are as follows at December 31:

	2023	2022
Weighted average remaining lease term - operating	6.61 years	5.46 years
Weighted average discount rate - operating	8.00%	8.00%

The future maturities of operating lease liabilities as of December 31, 2023 are as follows:

For the Years Ending December 31,	
2024	$ 1,705,131
2025	1,429,691
2026	1,388,963
2027	1,380,418
2028	1,077,287
Thereafter	1,639,799
	8,621,289
Less amounts representing interest	1,927,510
Present value of future minimum lease payments	6,693,779
Less current maturities	1,063,145
Long-Term Lease Liabilities	$ 5,630,634

NOTE 4 –LEASES AND RELATED PARTY TRANSACTIONS (CONTINUED)

STOCKHOLDER NOTE PAYABLE

During December 2022, the Company entered into a note payable with a stockholder in the amount of $2,738,888. The loan called for monthly principal payments of $84,569, including interest at 7 percent. The stockholder note payable was paid in full as of December 31, 2023. The outstanding balance at December 31, 2022 was $2,738,888. Interest expense for the year ended December 31, 2023 was $116,663. There was no interest expense for the year ended December 31, 2022.

NOTE 5 – FINANCING ACTIVITIES

LINE OF CREDIT

The Company has an available $7,000,000 line of credit agreement with TD Bank (the Bank), with $2,000,000 carved out and appropriated to the stand-by letter of credit. There were no borrowings against the line at December 31, 2023 and 2022. The line bears interest at the Bank's prime lending rate (7.2 percent at December 31, 2023). The line is renewed annually and matures on August 31, 2024.

The line of credit is collateralized by substantially all of the assets of the Company. Under the terms of the line of credit, the Company is required to maintain, among other things, specific earnings before interest and taxes to interest expense ratio and minimum equity, as these terms are defined. The Company was in compliance with those financial covenants as of December 31, 2023.

STAND-BY LETTER OF CREDIT AND INVESTMENT IN CAPTIVE

The Company has a stand-by letter of credit totaling $1,403,921 and $1,478,697 at December 31, 2023 and 2022, respectively, to support estimated insurance losses related to the Company's investment in a captive insurance plan (see Note 1).

INSURANCE NOTE PAYABLE

On an annual basis, the Company finances an insurance policy by entering into a note payable with the insurance company. The note is a ten-month note with monthly payments of $407,069 and $349,748 in 2023 and 2022, including interest of 5.45 and 2.11 percent, respectively. As of December 31, 2023 and 2022, $814,138 and $665,909 was outstanding on the note, respectively.

NOTE 6 – ACCOUNTS AND SUBCONTRACTOR PAYABLE

Accounts payable includes amounts due to subcontractors of $234,821 and $76,385 at December 31, 2023 and 2022, respectively, that have been retained pending the completion and customer acceptance of contracts.

NOTE 7 – ACCRUED EXPENSES

Accrued expenses consist of the following at December 31:

	2023	2022
Salaries, wages, benefits and taxes	$ 2,389,242	$ 2,162,164
Accrued distributions	1,840,000	--
Union expenses	1,777,939	1,337,019
Insurance, legal and other	339,531	2,339,531
Other	241,389	256,498
	$ 6,588,101	$ 6,095,212

NOTE 8 – MAJOR CUSTOMERS

During the year ended December 31, 2022, approximately 15 percent of total revenues were derived from two customers. Contracts receivable, including retainage and conditional retainage, from those customers was $2,425,165 at December 31, 2022. There were no concentrations of revenue from a single customer in excess of 10 percent of total revenues during the year ended December 31, 2023.

NOTE 9 – CONTINGENCIES

From time to time, the Company is involved in routine litigation that arises in the ordinary course of business. There are no pending significant legal proceedings to which the Company is a party for which management believes the ultimate outcome would have a material adverse effect on the Company's financial position.

The Company is contingently liable to a surety company under a general indemnity agreement. The Company agrees to indemnify the surety for any payments made on contracts of surety ship, guaranty, or indemnity. The Company believes that all contingent liabilities will be satisfied by its performance on the specific bonded contracts.

NOTE 10 – BACKLOG

The following is a reconciliation of backlog representing signed contracts in progress at December 31, 2023:

Balance, January 1, 2023	$ 97,115,629
New contracts and adjustments	166,616,361
	263,731,990
Less contract revenues earned for the year ended December 31, 2023	166,174,854
Balance, December 31, 2023	$ 97,557,136

Remaining construction performance obligations represent the remaining transaction price, including variable consideration, for which work has not been performed. The Company expects to recognize all of the remaining performance obligations over the next 12 to 24 months.

In addition, the Company has signed contracts in the amount of approximately $45,000,000 for which work has not yet commenced as of December 31, 2023.

MARCUM
ACCOUNTANTS ▲ ADVISORS

INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

To the Stockholder
Titan Roofing, Inc.

We have audited the financial statements Titan Roofing, Inc. as of and for the years ended December 31, 2023 and 2022, and have issued our report thereon dated February 26, 2024, which contained an unmodified opinion on those financial statements. Our audits were performed for the purpose of forming an opinion on the financial statements as a whole. Schedules I through VI are presented for the purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Marcum LLP

New Haven, CT
February 26, 2024

Marcum LLP ▪ 555 Long Wharf Drive ▪ 8th Floor ▪ New Haven, CT 06511 ▪ 203.781.9600 ▪ www.marcumllp.com

TITAN ROOFING, INC.

SCHEDULE I – EARNINGS FROM CONTRACTS

FOR THE YEAR ENDED DECEMBER 31, 2023

	Revenues Earned	Cost of Revenues Earned	Gross Profit	
			Amount	Percentage
Contracts completed during the year ended December 31, 2023	$ 74,234,549	$ 49,368,228	$ 24,866,321	33
Contracts in progress at December 31, 2023	91,940,305	80,406,829	11,533,476	13
Net current year change in accrued loss on uncompleted contracts	--	72,991	(72,991)	
	$ 166,174,854	$ 129,848,048	$ 36,326,806	22

See independent auditors' report on supplementary information.

TITAN ROOFING, INC.

SCHEDULE II – CONTRACTS COMPLETED

FOR THE YEAR ENDED DECEMBER 31, 2023

Contract	Total Contract			From Inception to December 31, 2022			For the Years Ended December 31, 2023		
	Revenues Earned	Cost of Revenues Earned	Gross Profit (Loss)	Revenues Earned	Cost of Revenues Earned	Gross Profit (Loss)	Revenues Earned	Cost of Revenues Earned	Gross Profit
ORANGE COUNTY CF	$ 6,742,708	$ 4,709,418	$ 2,033,290	$ --	$ --	$ --	$ 6,742,708	$ 4,709,418	$ 2,033,290
MASSPORT LOGAN TERM C-B CONN	4,203,409	3,094,234	1,109,175	4,136,558	3,072,192	1,064,366	66,851	22,042	44,809
QUEENSBURY UNION FREE- 4 LOC	3,863,236	3,447,675	415,561	2,693,483	2,505,705	187,778	1,169,753	941,970	227,783
WINTHROP SQUARE TOWER PROJ,	3,744,799	2,872,445	872,354	2,957,722	2,349,920	607,802	787,077	522,525	264,552
ELECTRIC BOAT,SO.YARD ASSEMBLY	3,431,101	2,790,296	640,805	3,191,683	2,761,285	430,398	239,418	29,011	210,407
CORNELL UNIV EAST HILL PLAZA	2,961,909	3,019,265	(57,356)	2,954,585	3,017,972	(63,387)	7,324	1,293	6,031
FLAHERTY ELEMENTARY SCHOOL	2,956,432	1,851,490	1,104,942	--	--	--	2,956,432	1,851,490	1,104,942
VIREO HEALTH NY,BLUEBIRD GROW	2,883,988	2,315,219	568,769	2,696,758	2,184,931	511,827	187,230	130,288	56,942
MASSACHUSETTS EYE & EAR	2,720,818	2,033,852	686,966	304,195	216,603	87,592	2,416,623	1,817,249	599,374
JOSEPH LEE SCHOOL 155 TALBOT	2,155,000	1,587,170	567,830	--	--	--	2,155,000	1,587,170	567,830
MIT,BURTON CONNER DORM,410	2,124,114	1,841,191	282,923	1,834,823	1,841,191	(6,368)	289,291	--	289,291
HARVARD- BOTANIC GARDENS- BLDG	2,070,000	1,662,350	407,650	--	--	--	2,070,000	1,662,350	407,650
Miscellaneous < $2,000,000	90,314,945	68,796,717	21,518,228	35,168,103	32,703,295	2,464,808	55,146,842	36,093,422	19,053,420
	$ 130,172,459	$ 100,021,322	$ 30,151,137	$ 55,937,910	$ 50,653,094	$ 5,284,816	$ 74,234,549	$ 49,368,228	$ 24,866,321

See independent auditors' report on supplementary information.

TITAN ROOFING, INC.

SCHEDULE III – CONTRACTS IN PROGRESS

DECEMBER 31, 2023

	Total Contract		From Inception to December 31, 2023					At December 31, 2023		For the Year Ended December 31, 2023			At December 31, 2023	
Contract	Revenues	Estimated Gross Profit (Loss)	Revenues Earned	Total Cost	Accrued Loss Provision	Gross Profit (Loss)	Billings To Date (Including Conditional Retainage)	Revenue in Excess of Billings and Conditional Retainage	Billings and Conditional Retainage in Excess of Revenues	Revenues Earned	Costs of Revenues	Gross Profit (Loss)	Backlog	Estimated Costs to Complete
MASSPORT LOGAN TERM E	$ 27,784,718	$ 7,587,943	$ 27,325,219	$ 19,862,764	$ –	$ 7,462,455	$ 27,395,763	$ –	$ 70,544	$ 5,212,297	$ 2,107,510	$ 3,104,787	$ 459,499	$ 334,011
COMMONWEALTH PIER,HARBOR	9,835,896	104,994	9,781,287	9,676,876	–	104,411	9,664,646	116,641	–	258,600	529,453	(270,853)	54,609	54,026
GLOVERSVILLE CSD- VARIOUS LOC	8,037,566	632,446	5,125,643	4,722,325	–	403,318	7,848,043	–	2,722,400	4,145,448	3,806,494	338,954	2,911,923	2,682,795
JOSIAH QUINCY ELEM. SCHOOL	7,860,900	885,650	2,601,490	2,308,393	–	293,097	4,560,100	–	1,958,610	2,601,490	2,308,393	293,097	5,259,410	4,666,857
AMAZON ORH3 FULFILLMENT CTR	6,976,801	441,616	6,902,479	6,465,567	–	436,912	6,798,758	103,721	–	5,975,287	5,601,213	374,074	74,322	69,618
501 BOYLSTON ST- MAIN BLDG &	5,753,226	804,536	4,959,006	4,265,534	–	693,472	5,388,172	–	429,166	4,959,006	4,265,534	693,472	794,220	683,156
HARVARD UNIV.- ADAMS HOUSE PH3	4,717,000	756,860	224,309	188,318	–	35,991	161,000	63,309	–	224,309	188,318	35,991	4,492,691	3,771,822
ASTORIA CONVERTER STATION	4,497,336	374,740	–	–	–	–	102,336	–	102,336	–	–	–	4,497,336	4,122,596
10 WORLD TRADE CTR 401 CONGRES	4,360,000	609,220	45,178	38,865	–	6,313	5,000	40,178	–	45,178	38,865	6,313	4,314,822	3,711,915
SUNY PLATTSBURGH FIELD HOUSE &	4,082,444	260,944	3,422,020	3,203,289	–	218,731	3,823,869	–	401,849	3,422,020	3,203,289	218,731	660,424	618,211
GENERAL DYNAMICS- BDLG 9C	3,629,714	340,130	6,484	5,876	–	608	68,234	–	61,750	6,484	5,876	608	3,623,230	3,283,708
WESTOVER C-5 ISO MAINT HANGAR	3,574,308	477,128	191,083	165,576	–	25,507	963,955	–	772,872	173,552	151,507	22,045	3,383,225	2,931,604
MA INFO TECHNOLOGY CTR,200	3,395,053	467,316	3,364,559	2,901,440	–	463,119	3,290,053	74,506	–	2,473,352	2,106,654	366,698	30,494	26,297
HOLYOKE SOLDIER'S HOME	3,383,129	466,401	70,298	60,607	–	9,691	50,000	20,298	–	70,298	60,607	9,691	3,312,831	2,856,121
CREE MVF,5815 MARCY SUNY PKWY	3,343,951	7,484	3,342,050	3,334,570	–	7,480	3,318,951	23,099	–	2,617	12,830	(10,213)	1,901	1,897
HARVARD UNIV. BOAT HOUSE	3,225,991	614,648	2,373,570	1,921,334	–	452,236	2,649,846	–	276,276	2,358,298	1,908,846	449,452	852,421	690,009
COMMONWEALTH FUSION SYSTEMS	3,055,615	183,635	3,009,326	2,828,473	–	180,853	2,892,820	116,506	–	2,239,363	2,145,171	94,192	46,289	43,507
TONAWANDA WTP & SHERIDAN	2,984,000	301,960	2,167,994	1,948,608	–	219,386	2,485,095	–	317,101	2,167,994	1,948,608	219,386	816,006	733,432
GENZYME- SANOFI EAST HALF ROOF	2,955,336	459,752	1,735,703	1,465,685	–	270,018	2,625,156	–	889,453	1,722,840	1,454,634	268,206	1,219,633	1,029,899
JOSIAH QUINCY UPPER SCHOOL	2,939,851	395,431	1,068,745	924,991	–	143,754	1,647,706	–	578,961	1,056,656	914,531	142,125	1,871,106	1,619,429
MIT- WEST CAMPUS GRAD STUDENT	2,730,232	435,645	1,463,786	1,230,219	–	233,567	1,859,350	–	395,564	1,440,381	1,209,645	230,736	1,266,446	1,064,368
MIT METROPOLITAN STORAGE	2,644,905	527,205	4,976	3,984	–	992	9,230	–	4,254	4,976	3,984	992	2,639,929	2,113,716
BETHLEHEM CSD- HS, MS, GLEMONT	2,601,174	752,964	2,115,723	1,503,283	–	612,440	2,365,923	–	250,200	2,115,723	1,503,283	612,440	485,451	344,927
CNYPC BLDGS 39 & 77	2,559,309	211,040	2,180,869	2,001,035	–	179,834	2,558,309	–	377,440	1,435,965	1,376,320	59,645	378,440	347,234
MASS GENERAL-PH2 80 BLOSSOM ST	2,558,000	199,500	1,370,458	1,263,575	–	106,883	1,813,000	–	442,542	1,226,974	1,142,500	84,474	1,187,542	1,094,925
WESTCHESTER AIRPORT HANGAR	2,472,170	293,181	2,000,259	1,763,043	–	237,216	1,967,993	32,266	–	2,000,259	1,763,043	237,216	471,911	415,946
BETA TECHNOLOGIES 180 VALLEY	2,455,101	409,752	2,259,415	1,882,323	–	377,092	2,420,967	–	161,552	2,098,993	1,753,001	345,992	195,686	163,026
SUNY AT BUFFALO- ELLICOTT COMP	2,439,300	229,484	979,094	886,983	–	92,111	1,150,913	–	171,819	979,094	886,983	92,111	1,460,206	1,322,833
NEU-EXP PROJECT#219124	2,420,998	409,741	2,134,169	1,772,972	–	361,197	2,420,998	–	286,829	290,217	283,442	6,775	286,829	238,285
27 BOYLSTON ST	2,410,802	412,861	1,446,974	1,199,173	–	247,801	1,767,744	–	320,770	1,434,948	1,189,014	245,934	963,828	798,768
HAMILTON COLLEGE- SAGE RINK	2,352,552	235,200	1,341,833	1,207,681	–	134,152	1,914,776	–	572,943	1,341,833	1,207,681	134,152	1,010,719	909,671
EASTON EARLY ES,50 SPOONER ST	2,331,016	(1,018,541)	2,312,686	3,323,218	8,009	(1,018,541)	2,330,141	–	17,455	47,470	30,359	17,111	18,330	26,339
SUNY UPSTATE MEDICAL UNIV	2,316,000	103,840	207,644	198,334	–	9,310	328,440	–	120,796	207,644	198,334	9,310	2,108,356	2,013,826
TROY ARMORY 137 GLENMORE	2,215,416	361,076	780,480	653,275	–	127,205	1,079,863	–	299,383	780,480	653,275	127,205	1,434,936	1,201,065
CAYUGA MILK 15 EAGLE DRIVE	2,167,000	285,220	47,378	41,142	–	6,236	567,750	–	520,372	47,378	41,142	6,236	2,119,622	1,840,638
CANANDAIGUA VAMC, 400 FORT	2,161,395	(60,171)	2,126,335	2,185,530	976	(60,171)	1,739,395	386,940	–	559,742	193,674	366,068	35,060	36,036
SUNY BINGHAMTON,BARTLE LIBRARY	2,153,241	199,241	1,421,406	1,288,649	–	132,757	1,601,796	–	180,390	1,372,279	1,243,689	128,590	711,835	645,351
WuXi BIOLOGICS 89 SHREWSBURY	2,057,103	495,885	1,612,540	1,223,821	–	388,719	2,024,088	–	411,548	649,838	379,392	270,446	444,563	337,397
ARSENAL ON THE CHARLES- BLDG 2	2,052,919	140,635	1,274,531	1,187,219	–	87,312	1,782,019	–	507,488	1,379,946	1,277,003	102,943	778,388	725,065
EMMA WILLARD SCHOOL- CHAPEL	2,041,339	202,631	311,973	281,005	–	30,968	1,021,476	–	709,503	311,973	281,005	30,968	1,729,366	1,557,703
BUNKER HILL NEW ACADEMIC	2,031,605	168,471	746,887	684,951	–	61,936	1,342,650	–	595,763	705,749	647,253	58,496	1,284,718	1,178,183
MISCELLANEOUS < $2,000,000	86,720,722	9,250,339	48,852,139	44,487,134	155,421	4,209,584	56,282,078	1,608,050	9,037,989	32,393,354	30,384,474	2,008,880	37,868,583	32,983,249
	$ 252,265,134	$ 30,418,033	$ 154,707,998	$ 136,557,640	$ 164,406	$ 17,985,952	$ 176,088,402	$ 2,585,514	$ 23,965,918	$ 91,940,305	$ 80,406,829	$ 11,533,476	$ 97,557,136	$ 85,289,461

See independent auditors' report on supplementary information.

TITAN ROOFING, INC.

SCHEDULE IV – CONTRACT ASSETS AND LIABILITIES BY CONTRACT

DECEMBER 31, 2023

	Revenue Earned	Billings To Date (Including Conditional Retainage)	Revenue in Excess of Billings and Conditional Retainage	Billings and Conditional Retainage in Excess of Revenues	Conditional Retainage	Billings To Date (Excluding Conditional Retainage)	Contract Asset	Contract Liability
MASSPORT LOGAN TERM E	$ 27,325,219	$ 27,395,763	$ --	$ 70,544	$ 1,369,788	$ 26,025,975	$ 1,299,244	$ --
COMMONWEALTH PIER,HARBOR	9,781,287	9,664,646	116,641	--	483,232	9,181,414	599,873	--
GLOVERSVILLE CSD- VARIOUS LOC	5,125,643	7,848,043	--	2,722,400	392,402	7,455,641	--	2,329,998
JOSIAH QUINCY ELEM. SCHOOL	2,601,490	4,560,100	--	1,958,610	228,005	4,332,095	--	1,730,605
AMAZON ORH3 FULFILLMENT CTR	6,902,479	6,798,758	103,721	--	339,938	6,458,820	443,659	--
501 BOYLSTON ST- MAIN BLDG &	4,959,006	5,388,172	--	429,166	269,409	5,118,763	--	159,757
HARVARD UNIV.- ADAMS HOUSE PH3	224,309	161,000	63,309	--	8,050	152,950	71,359	--
ASTORIA CONVERTER STATION	--	102,336	--	102,336	5,117	97,219	--	97,219
10 WORLD TRADE CTR 401 CONGRES	45,178	5,000	40,178	--	250	4,750	40,428	--
SUNY PLATTSBURGH FIELD HOUSE &	3,422,020	3,823,869	--	401,849	187,330	3,636,539	--	214,519
GENERAL DYNAMICS- BDLG 9C	6,484	68,234	--	61,750	5,459	62,775	--	56,291
WESTOVER C-5 ISO MAINT HANGAR	191,083	963,955	--	772,872	48,197	915,758	--	724,675
MA INFO TECHNOLOGY CTR,200	3,364,559	3,290,053	74,506	--	472,167	2,817,886	546,673	--
HOLYOKE SOLDIER'S HOME	70,298	50,000	20,298	--	2,500	47,500	22,798	--
CREE MVF,5815 MARCY SUNY PKWY	3,342,050	3,318,951	23,099	--	165,948	3,153,003	189,047	--
HARVARD UNIV. BOAT HOUSE	2,373,570	2,649,846	--	276,276	132,492	2,517,354	--	143,784
COMMONWEALTH FUSION SYSTEMS	3,009,326	2,892,820	116,506	--	144,641	2,748,179	261,147	--
TONAWANDA WTP & SHERIDAN	2,167,994	2,485,095	--	317,101	124,255	2,360,840	--	192,846
GENZYME- SANOFI EAST HALF ROOF	1,735,703	2,625,156	--	889,453	236,305	2,388,851	--	653,148
JOSIAH QUINCY UPPER SCHOOL	1,068,745	1,647,706	--	578,961	82,385	1,565,321	--	496,576
MIT- WEST CAMPUS GRAD STUDENT	1,463,786	1,859,350	--	395,564	92,968	1,766,382	--	302,596
MIT METROPOLITAN STORAGE	4,976	9,230	--	4,254	461	8,769	--	3,793
BETHLEHEM CSD- HS, MS, GLEMONT	2,115,723	2,365,923	--	250,200	59,303	2,306,620	--	190,897
CNYPC BLDGS 39 & 77	2,180,869	2,558,309	--	377,440	127,915	2,430,394	--	249,525
MASS GENERAL-PH2 80 BLOSSOM ST	1,370,458	1,813,000	--	442,542	90,650	1,722,350	--	351,892
WESTCHESTER AIRPORT HANGAR	2,000,259	1,967,993	32,266	--	196,799	1,771,194	229,065	--
BETA TECHNOLOGIES 180 VALLEY	2,259,415	2,420,967	--	161,552	242,097	2,178,870	80,545	--
SUNY AT BUFFALO- ELLICOTT COMP	979,094	1,150,913	--	171,819	57,546	1,093,367	--	114,273
NEU-EXP PROJECT#219124	2,134,169	2,420,998	--	286,829	121,050	2,299,948	--	165,779
27 BOYLSTON ST	1,446,974	1,767,744	--	320,770	88,387	1,679,357	--	232,383
HAMILTON COLLEGE- SAGE RINK	1,341,833	1,914,776	--	572,943	95,739	1,819,037	--	477,204
EASTON EARLY ES,50 SPOONER ST	2,312,686	2,330,141	--	17,455	116,507	2,213,634	99,052	--
SUNY UPSTATE MEDICAL UNIV	207,644	328,440	--	120,796	16,422	312,018	--	104,374
TROY ARMORY 137 GLENMORE	780,480	1,079,863	--	299,383	53,993	1,025,870	--	245,390
CAYUGA MILK 15 EAGLE DRIVE	47,378	567,750	--	520,372	56,775	510,975	--	463,597
CANANDAIGUA VAMC, 400 FORT	2,126,335	1,739,395	386,940	--	86,970	1,652,425	473,910	--
SUNY BINGHAMTON,BARTLE LIBRARY	1,421,406	1,601,796	--	180,390	80,090	1,521,706	--	100,300
WuXi BIOLOGICS 89 SHREWSBURY	1,612,540	2,024,088	--	411,548	101,204	1,922,884	--	310,344
ARSENAL ON THE CHARLES- BLDG 2	1,274,531	1,782,019	--	507,488	89,101	1,692,918	--	418,387
EMMA WILLARD SCHOOL- CHAPEL	311,973	1,021,476	--	709,503	76,611	944,865	--	632,892
BUNKER HILL NEW ACADEMIC	746,887	1,342,650	--	595,763	67,133	1,275,517	--	528,630
MISCELLANEOUS < $2,000,000	48,852,139	56,282,078	1,608,050	9,037,989	3,567,155	52,714,923	3,196,349	7,059,133
	$ 154,707,998	$ 176,088,402	$ 2,585,514	$ 23,965,918	$ 10,182,746	$ 165,905,656	$ 7,553,149	$ 18,750,807

See independent auditors' report on supplementary information.

TITAN ROOFING, INC.

SCHEDULE V – COST OF REVENUES EARNED
SCHEDULE VI – GENERAL AND ADMINISTRATIVE EXPENSES

FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
Direct labor, payroll taxes, and benefits	$ 55,932,866	$ 44,956,985
Materials	50,829,139	39,309,267
Subcontractors	6,948,407	3,552,869
Insurance	6,646,580	7,268,602
Equipment rental	3,179,879	2,241,261
Auto and truck	2,774,944	2,543,606
Job travel	1,042,048	934,931
Depreciation	998,023	962,866
Repairs and maintenance	758,029	793,349
Consulting	437,405	356,087
Licenses and permits	240,505	193,767
Other direct costs	60,223	43,323
Total Cost of Revenues Earned	$ 129,848,048	$ 103,156,913
Office salaries, payroll taxes and benefits	$ 9,544,174	$ 7,332,336
Rent	1,362,890	906,816
Travel and entertainment	884,934	818,832
Office expense	739,445	642,681
Professional fees	411,484	121,325
Officers' salaries	256,731	250,000
Miscellaneous	250,132	495,398
Property taxes	232,808	178,241
Dues and subscriptions	212,109	203,086
Telephone	164,513	189,879
Bad debts expense	145,907	99,448
Insurance	119,410	119,410
Utilities	106,342	114,765
Depreciation and amortization	46,131	45,189
Donations	34,403	21,017
Outside services	33,721	28,627
Advertising	6,232	4,509
Total General and Administrative Expenses	$ 14,551,366	$ 11,571,559

See independent auditors' report on supplementary information.

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	General Construction			Electrical			Plumbing			HVAC			Roof Repairs		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric				18%	10%	$ 98.00									
Aucore Electric				15%	20%	$ 93.40									
Debrino Construction	89%	20%	$ 120												
Sam Greco	58%	12%	NA												
LaCorte Electric				52%	18%	$ 113									
Titan Roofing													100%	25%	$ 150
Stilsing Electric				120%	20%	NA									
BPI Mechanical	200%	45%	$ 180	200%	45%	$ 180	20%	21%	$ 112	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric				50%	20%	$ 125									
CPS of Albany	15%	15%	$ 55.00												
Eckert Mechanical	65%	22%	$ 106				35%	24%	$ 105	30%	20%	$ 105			
Collette Mechanical	60%	24%	$ 125				20%	20%	$ 112	20%	19%	$ 112			

RFB#2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	Masonry			Boiler Repairs			Painting		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric									
Aucore Electric									
Debrino Construction	89%	20%	$ 120						
Sam Greco									
LaCorte Electric									
Titan Roofing									
Stilsing Electric									
BPI Mechanical	200%	45%	$ 180	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric									
CPS of Albany	15%	15%	$ 55.00				15%	15%	$ 55.00
Eckert Mechanical				60%	24%	$ 135			
Collette Mechanical									

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	Emegency Restoration			Waste Pipe Snaking			Carpet and Tile Cleaning			Commercial Door Mechanical Repair			Window Emgergency Glass Replacement		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
BPI Piping	200%	45%	$ 180	200%	45%	$ 180	200.0%	45.0%	$ 180	200.0%	45%	$ 180	200%	45%	$ 180
Collett Mechanical				40%	15%	$ 112									

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM
***PROJECTS UNDER THIS AGREEMENT ARE CAPPED AT A TOTAL COST OF $20,000**

Please fill in all information on both pages and
return to the requesting county representative for authorization to proceed.

1. **Department Requesting Contract:** _____

2. **Requesting County Representative:** _____ **Date:**_____
   (Please Print)

3. **Trade:** _____

4. **Contractor Name:** _____

   Address: _____

   _____

   Telephone # _____ **Fax #** _____

   Albany County Contract Number: _____

5. **Total price to be paid. This must include ALL costs, including labor and materials**

   Price, complete per specifications: $_____

7. **Start Date:** _____ **Projected Completion Date:** _____

Note: The above information will be used by the County to generate a purchase order for the goods and / or services described. Every effort should be made to provide a completed Project Quotation Form prior to providing services requested.

If you have any questions concerning this form
please call the Albany County Purchasing Division at (518) 447-7140.

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM

The following is a complete description of the goods and/or services to be rendered to Albany County as a result of this Quotation Form being accepted by the Requesting County Representative.

Project Address:_____

Project Scope: _____
_____
_____

Labor
Number of Employees Working on Job (_____)

_____ _____ _____
Current Prevailing Wage (Wage + Benefits) Markup % #of Hours Per Employee

Grand Total for Labor $_____

Materials
List the materials that will be utilized for this job including the quantities of each:

Item	Qty	List Price	%Markup	Item Total

Grand Total for materials $_____

Project total Cost (Labor + Materials) $_____

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

Albany County Request for Contract Approval

Contract #	2024-1928
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Wednesday, May 1, 2024
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Collett Mechanical Services, Inc. 138 Sicker Road, Latham, NY 12110
Estimated Amount	$99,000.00
Estimated Term	6/1/2024 to 5/31/2025 (Approximately 11 months)
Scope of Services	Primary Emergency Plumbing Services.
Budget Line Item	AA1620 - 2 - 4046
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 30, 2024

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

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

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

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

The Department of General Services respectfully requests the approval of a Labor Agreement with Collett Mechanical Services, Inc. as the primary vender for Emergency Plumbing Repair services beginning June 1, 2024 through May 31, 2025 with a not to exceed total of $99,000.00

At the end of the initial one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: April 30, 2024

Re: RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS

I have reviewed the bids received for RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS. I recommend awarding the qualifying primary and secondary contracts as follows:

General Construction:	Primary CPS of Albany	Secondary Sam Greco
Electrical Repairs:	Primary Aucore Electric	Secondary McBain Electric
Plumbing Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
HVAC Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
Roofing Repairs:	Primary Titan Roofing	Secondary NA
Masonry Repairs:	Primary CPS of Albany	Secondary DeBrino Construction
Boiler Repairs:	Primary BPI Mechanical	Secondary Eckert Mechanical
Painting:	Primary CPS of Albany	Secondary NA

Secondary contracts will be utilized if the primary vender is unable to respond in a timely manner. Each contract will have a not to exceed cost of $99,000.00

There were no qualifying bids received for the remaining categories:

Carpet and Tile Cleaning
Commercial Door Mechanical Repair
Window Emergency Glass Replacement

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

DML:tas

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

DANIEL P. McCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissiner
General Services

FROM: Pamela O Neill Pamela
Purchasing Agent

DATE: May 1, 2024

RE: RFB#2024-044 Trade Labor Agreements

I am in receipt of your recommendation to award the aforementioned to following list of Primary and Secondary Trade Labor Agreement awards not to exceed $99,000.00

Trade	Primary	Secondary
General Construction	CPS of Albany	Sam Greco
Electrical Repairs	Aucore Electric	McBain Electric
Plumbing Repairs	Collette Mechanical	BPI Mechanical
HVAC Repairs	Collette Mechanical	BPI Mechanical
Roofing Repairs	Titan Roofing	
Masonry Repairs	CPS of Albany	DeBrino Construction
Boiler Repairs	BPI Piping	Eckert Mechanical
Painting	CPS of Albany	

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

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

   None

   (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: Stormwter 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) Not applicable

7. Communication concerning this Bid shall be addressed to:

Collett Mechanical Service, Inc.
138 Sicker Rd
Latham, NY 12110
Phone: (518) 862-2214

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

County of Albany
Request for Bids #2024-044
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form **The awarded bidders cannot subcontract the services to a third party unless authorized by the requesting department. Bidders should only submit a bid for the type of service that their company is experienced in performing.**

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction	60	24	125
2	Electrical			
3	Plumbing	20	20	112
4	HVAC	20	19	112
5	Roof Repairs			
6	Masonry			
7	Boiler Repairs			
8	Painting			
9	Emergency Restoration and Refuse cleanup			
10	Waste Pipe Snaking and Cleaning	40	15	112
11	Carpet and Tile Cleaning			
12	Commerical Door Mechanical Repair			
13	Window Emergency Glass Replacement			

Bidder Name: Collett mechanical service Inc

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

COMPANY: Collett Mechanical Services, Inc

ADDRESS: 138 Sicker Rd

CITY, STATE, ZIP: Latham, NY 12110

TEL. NO.: (518) 862-2214

FAX NO.: (518) 862-2217

FEDERAL TAX ID NO.: 26-4499333

REPRESENTATIVE: Joe Collier

E-MAIL: joe@collettmechanical.com

SIGNATURE AND TITLE Joseph DCi

DATE 03/27/2024

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

V.P.
Title

03/27/2024
Date

Collett Mechanical Service
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 New York)
COUNTY OF Albany) **SS.:**

On this 27 day of March, 2024, before me personally appeared Joseph Collier to me known, who, being by me sworn, did say that he resides at (give address) Schenectady NY 12303; that he is the (give title) Vice President of the (name of corporation) Collett Mechanical Services, 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.

Krista M. Heidinger
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HE6346645
Qualified in Albany County
Commission Expires Aug 15, 2024

Krista Heidinger

Notary Public, State of New York

Qualified in Albany

Commission Expires 8/15/2024

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
Collett Mechanical Service, Inc.	a) FEIN # 26-4499333 b) DUNS #
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:	5. WEBSITE ADDRESS (if applicable) www.collettmechanical. com

6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE	7. TELEPHONE NUMBER	8. FAX NUMBER
138 Sicker Rd Latham, NY 12110	518-862-2214	518-862-2217
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE

Name Kevin Farrell
Title CFO
Telephone Number 518-862-2214
Fax Number 518-862-2217
e-mail joe@collettmechanical.com

13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.

a) NAME Jack E. Collett	TITLE President	b) NAME Kevin Farrel	TITLE CFO
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? ☐ Yes ☒ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☑ No
List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.

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), AFFLITIATE 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? ***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.***	☐ Yes ☑ No
	b) file returns or pay New York State unemployment insurance? ***Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.***	☐ Yes ☑ No
	c) Property Tax *Indicate the years the vendor failed to file.*	☐ 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 OR 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 Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☑ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : 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.	☐ Yes ☑ No

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: New York)
) ss:
County of: Albany)

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 ad 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 Collett Mechanical Service Signature of Owner Jack Collett

Address 178 Sicker Rd Printed Name of Signatory Jack Collett

City, State, Zip Latham, NY 12110 Title President

Sworn before me this 28 day of March, 2024:

Notary Public

Krista M. Heidinger
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HE6346645
Qualified in Albany County
Commission Expires Aug 15, 2024

Krista Heidinger
Printed Name

Krista Heidinger
Signature

3/28/2024
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

Vice President
Title

03/27/2024
Date

Colbett Mechanical Service, Inc
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: Collett Mechanical Service, Inc

Address: 138 Sicker Rd
Latham, NY 12110

Phone Number(s): (518) 862-2214

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):

Preventative Maintenance

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

Plumbing and HVAC Work

Signature

Joe Collier
Printed Name

VP
Title

03/28/2024
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? 15 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.Albany County Contract 2023-884 Plumbing Repair Services

Dave Latina 518-447-7140

$99,000 Comp 03/31/2024

2.Ichabod Crane CSD - District Wide Phase 3 HVAC

Sarah Plitnick 518-646-1049 - 1 Computer Drive South Albany, NY 12205

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.

   Columbia County DSS - $745,966 - 50%

   Albany County Ductless Split System - $18,500 - 0%

   Air Traffic Control Tower - $108,195 - 0%

   Bimbo Bakeries Drain Replacement - $486,783 - 80%

   Stuyvesant Plaza Cooling Tower Replacment $153,468 - 15%

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.

   Surety - Wendy Diaco - 25 Mohawk Ave Scotia, NY 12302 - 518-384-1100

   Bank - Brian Stickles - 302 Main St Catskill, NY 12414 - 518-943-2600

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.

    Collett Mechanical Service, Inc.
    Correct Name of Bidder

    (a) The business is a: S- Corp

    (b) The address of principal place of business is: 138 Sicker Rd Latham, NY 12110

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

    Jack E. Collett - President

    Kevin P. Farrell - Secretary

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.

Collett Mechanical Service, Inc.
Firm

Dated: 03/27/2024

By _____

Joe Collier
(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: Collett Mechanical Service, Inc.

By: _____
(Signature)

Joe Collier
(Typed)

Title: Vice President

Date: 03/27/2024

Plumbers and Steamfitters Local 7
Joint Apprenticeship and Training Committee

18 Avis Drive • Latham, New York 12110
www.ualocal7.org • (518) 785-9844

Mechanical Contractors Association
Jack Dority, Co-Chairman
Joseph Burniche
Theodore Lounsbury

Plumbers and Steamfitters Local 7
Brian Lydon, Co-Chairman
Lukas Van Allen
Omar Rivera

March 27, 2024

Re: Collett Mechanical Service
138 Sicker Road
Latham, NY

To Whom It May Concern:

Collett Mechanical Service is a signatory contractor in good standing with Plumbers and Steamfitters Local 7. All contractor contributions and member dues are current. Local 7 Apprenticeship Program is a New York State registered apprenticeship Program. Apprentices employed through Local 7 are registered with the NYS Department of Labor.

Sincerely,

Edward Nadeau
Business Manager

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	General Construction			Electrical			Plumbing			HVAC			Roof Repairs		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric				18%	10%	$ 98.00									
Aucore Electric				15%	20%	$ 99.40									
Debrino Construction	89%	20%	$ 120												
Sam Greco	58%	12%	NA												
LaCorte Electric				52%	18%	$ 113									
Titan Roofing													100%	25%	$ 150
Stilsing Electric				120%	20%	NA									
BPI Mechanical	200%	45%	$ 180	200%	45%	$ 180	20%	21%	$ 112	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric				50%	20%	$ 125									
CPS of Albany	15%	15%	$ 55.00												
Eckert Mechanical	65%	22%	$ 106				35%	24%	$ 105	30%	20%	$ 105			
Collette Mechanical	60%	24%	$ 125				20%	20%	$ 112	20%	19%	$ 112			

RFB#2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	Masonry			Boiler Repairs			Painting		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric									
Aucore Electric									
Debrino Construction	89%	20%	$ 120						
Sam Greco									
LaCorte Electric									
Titan Roofing									
Stilsing Electric									
BPI Mechanical	200%	45%	$ 180	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric									
CPS of Albany	15%	15%	$ 55.00				15%	15%	$ 55.00
Eckert Mechanical				60%	24%	$ 135			
Collette Mechanical									

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	Emegency Restoration			Waste Pipe Snaking			Carpet and Tile Cleaning			Commercial Door Mechanical Repair			Window Emgergency Glass Replacement		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
BPI Piping	200%	45%	$ 180	200%	45%	$ 180	200.0%	45.0%	$ 180	200.0%	45%	$ 180	200%	45%	$ 180
Collett Mechanical				40%	15%	$ 112									

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM
***PROJECTS UNDER THIS AGREEMENT ARE CAPPED AT A TOTAL COST OF $20,000**

Please fill in all information on both pages and
return to the requesting county representative for authorization to proceed.

1. **Department Requesting Contract:** _____

2. **Requesting County Representative:** _____ **Date:**_____
   (Please Print)

3. **Trade:** _____

4. **Contractor Name:** _____

   Address: _____

   _____

   Telephone # _____ **Fax #** _____

   Albany County Contract Number: _____

5. **Total price to be paid. <u>This must include ALL costs, including labor and materials</u>**

   Price, complete per specifications: $_____

7. **Start Date:** _____ **Projected Completion Date:** _____

Note: The above information will be used by the County to generate a purchase order for the goods and / or services described. Every effort should be made to provide a completed Project Quotation Form prior to providing services requested.

If you have any questions concerning this form
please call the Albany County Purchasing Division at (518) 447-7140.

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM

The following is a complete description of the goods and/or services to be rendered to Albany County as a result of this Quotation Form being accepted by the Requesting County Representative.

Project Address:_____

Project Scope: _____
_____
_____

Labor
Number of Employees Working on Job (_____)

_____ _____ _____
Current Prevailing Wage (Wage + Benefits) Markup % #of Hours Per Employee

Grand Total for Labor $_____

Materials
List the materials that will be utilized for this job including the quantities of each:

Item	Qty	List Price	%Markup	Item Total

Grand Total for materials $_____

Project total Cost (Labor + Materials) $_____

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

Albany County Request for Contract Approval

Contract #	2024-1929
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Wednesday, May 1, 2024
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Collett Mechanical Services, Inc. 138 Sicker Road, Latham, NY 12110
Estimated Amount	$99,000.00
Estimated Term	6/1/2024 to 5/31/2025 (Approximately 11 months)
Scope of Services	Primary Emergency HVAC Repair Services.
Budget Line Item	AA1620 - 2 - 4046
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 30, 2024

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

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

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

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

The Department of General Services respectfully requests the approval of a Labor Agreement with Collett Mechanical Services, Inc. as the primary vender for Emergency HVAC Repair services beginning June 1, 2024 through May 31, 2025 with a not to exceed total of $99,000.00

At the end of the initial one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: April 30, 2024

Re: RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS

I have reviewed the bids received for RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS. I recommend awarding the qualifying primary and secondary contracts as follows:

General Construction:	Primary CPS of Albany	Secondary Sam Greco
Electrical Repairs:	Primary Aucore Electric	Secondary McBain Electric
Plumbing Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
HVAC Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
Roofing Repairs:	Primary Titan Roofing	Secondary NA
Masonry Repairs:	Primary CPS of Albany	Secondary DeBrino Construction
Boiler Repairs:	Primary BPI Mechanical	Secondary Eckert Mechanical
Painting:	Primary CPS of Albany	Secondary NA

Secondary contracts will be utilized if the primary vender is unable to respond in a timely manner. Each contract will have a not to exceed cost of $99,000.00

There were no qualifying bids received for the remaining categories:

Carpet and Tile Cleaning
Commercial Door Mechanical Repair
Window Emergency Glass Replacement

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

DML:tas

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

DANIEL P. McCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissiner
General Services

FROM: Pamela O Neill Pamela
Purchasing Agent

DATE: May 1, 2024

RE: RFB#2024-044 Trade Labor Agreements

I am in receipt of your recommendation to award the aforementioned to following list of Primary and Secondary Trade Labor Agreement awards not to exceed $99,000.00

Trade	Primary	Secondary
General Construction	CPS of Albany	Sam Greco
Electrical Repairs	Aucore Electric	McBain Electric
Plumbing Repairs	Collette Mechanical	BPI Mechanical
HVAC Repairs	Collette Mechanical	BPI Mechanical
Roofing Repairs	Titan Roofing	
Masonry Repairs	CPS of Albany	DeBrino Construction
Boiler Repairs	BPI Piping	Eckert Mechanical
Painting	CPS of Albany	

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

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

   None

   (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: Stormwter 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) Not applicable

7. Communication concerning this Bid shall be addressed to:

Collett Mechanical Service, Inc.
138 Sicker Rd
Latham, NY 12110
Phone: (518) 862-2214

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

County of Albany
Request for Bids #2024-044
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form **The awarded bidders cannot subcontract the services to a third party unless authorized by the requesting department. Bidders should only submit a bid for the type of service that their company is experienced in performing.**

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction	60	24	125
2	Electrical			
3	Plumbing	20	20	112
4	HVAC	20	19	112
5	Roof Repairs			
6	Masonry			
7	Boiler Repairs			
8	Painting			
9	Emergency Restoration and Refuse cleanup			
10	Waste Pipe Snaking and Cleaning	40	15	112
11	Carpet and Tile Cleaning			
12	Commerical Door Mechanical Repair			
13	Window Emergency Glass Replacement			

Bidder Name: Collett mechanical service Inc

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

COMPANY: Collett Mechanical Service, Inc

ADDRESS: 138 Sicker Rd

CITY, STATE, ZIP: Latham, NY 12110

TEL. NO.: (518) 862-2214

FAX NO.: (518) 862-2217

FEDERAL TAX ID NO.: 26-4499333

REPRESENTATIVE: Joe Collier

E-MAIL: joe@collettmechanical.com

SIGNATURE AND TITLE [signature]

DATE 03/27/2024

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

V.P.
Title

03/27/2024
Date

Collett Mechanical Service
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 New York)
COUNTY OF Albany) **SS.:**

On this 27 day of March, 2024, before me personally appeared Joseph Collier to me known, who, being by me sworn, did say that he resides at (give address) Schenectady NY 12303; that he is the (give title) Vice President of the (name of corporation) Collett Mechanical Services, 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.

Krista M. Heidinger
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HE6346645
Qualified in Albany County
Commission Expires Aug 15, 2024

Krista Heidinger

Notary Public, State of New York

Qualified in Albany

Commission Expires 8/15/2024

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
Collett Mechanical Service, Inc.	a) FEIN # 26-4499333 b) DUNS #
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:	5. WEBSITE ADDRESS (if applicable) www.collettmechanical. com

6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE	7. TELEPHONE NUMBER	8. FAX NUMBER
138 Sicker Rd Latham, NY 12110	518-862-2214	518-862-2217
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE

Name Kevin Farrell
Title CFO
Telephone Number 518-862-2214
Fax Number 518-862-2217
e-mail joe@collettmechanical.com

13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.

a) NAME Jack E. Collett	TITLE President	b) NAME Kevin Farrel	TITLE CFO
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? ☐ Yes ☒ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☑ No
List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.

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), AFFLITIATE 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? ***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.***	☐ Yes ☑ No
	b) file returns or pay New York State unemployment insurance? ***Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.***	☐ Yes ☑ No
	c) Property Tax *Indicate the years the vendor failed to file.*	☐ 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 OR 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 Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☑ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : 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.	☐ Yes ☑ No

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: New York)
) ss:
County of: Albany)

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 ad 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 Collett Mechanical Service Signature of Owner Jack Collett

Address 178 Sicker Rd Printed Name of Signatory Jack Collett

City, State, Zip Latham, NY 12110 Title President

Sworn before me this 28 day of March, 2024;

Notary Public

Krista M. Heidinger
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HE6346645
Qualified in Albany County
Commission Expires Aug 15, 2024

Krista Heidinger
Printed Name

Krista Heidinger
Signature

3/28/2024
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

Vice President
Title

03/27/2024
Date

Coldett Mechanical Service, Inc
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: Collett Mechanical Service, Inc

Address: 138 Sicker Rd
Latham, NY 12110

Phone Number(s): (518) 862-2214

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):

Preventative Maintenance

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

Plumbing and HVAC Work

Signature

Joe Collier
Printed Name

VP
Title

03/28/2024
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? 15 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.Albany County Contract 2023-884 Plumbing Repair Services

Dave Latina 518-447-7140

$99,000 Comp 03/31/2024

2.Ichabod Crane CSD - District Wide Phase 3 HVAC

Sarah Plitnick 518-646-1049 - 1 Computer Drive South Albany, NY 12205

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.

   Columbia County DSS - $745,966 - 50%

   Albany County Ductless Split System - $18,500 - 0%

   Air Traffic Control Tower - $108,195 - 0%

   Bimbo Bakeries Drain Replacement - $486,783 - 80%

   Stuyvesant Plaza Cooling Tower Replacment $153,468 - 15%

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.

   Surety - Wendy Diaco - 25 Mohawk Ave Scotia, NY 12302 - 518-384-1100

   Bank - Brian Stickles - 302 Main St Catskill, NY 12414 - 518-943-2600

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.

    Collett Mechanical Service, Inc.
    Correct Name of Bidder

    (a) The business is a: S- Corp

    (b) The address of principal place of business is: 138 Sicker Rd Latham, NY 12110

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

    Jack E. Collett - President

    Kevin P. Farrell - Secretary

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.

Collett Mechanical Service, Inc.
Firm

Dated: 03/27/2024

By _____

Joe Collier
(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: Collett Mechanical Service, Inc.

By: _____
(Signature)

Joe Collier
(Typed)

Title: Vice President

Date: 03/27/2024

Plumbers and Steamfitters Local 7
Joint Apprenticeship and Training Committee

18 Avis Drive • Latham, New York 12110
www.ualocal7.org • (518) 785-9844

Mechanical Contractors Association
Jack Dority, Co-Chairman
Joseph Burniche
Theodore Lounsbury

Plumbers and Steamfitters Local 7
Brian Lydon, Co-Chairman
Lukas Van Allen
Omar Rivera

March 27, 2024

Re: Collett Mechanical Service
138 Sicker Road
Latham, NY

To Whom It May Concern:

Collett Mechanical Service is a signatory contractor in good standing with Plumbers and Steamfitters Local 7. All contractor contributions and member dues are current. Local 7 Apprenticeship Program is a New York State registered apprenticeship Program. Apprentices employed through Local 7 are registered with the NYS Department of Labor.

Sincerely,

Edward Nadeau
Business Manager

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	General Construction			Electrical			Plumbing			HVAC			Roof Repairs		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric				18%	10%	$ 98.00									
Aucore Electric				15%	20%	$ 93.40									
Debrino Construction	89%	20%	$ 120												
Sam Greco	58%	12%	NA												
LaCorte Electric				52%	18%	$ 113									
Titan Roofing													100%	25%	$ 150
Stilsing Electric				120%	20%	NA									
BPI Mechanical	200%	45%	$ 180	200%	45%	$ 180	20%	21%	$ 112	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric				50%	20%	$ 125									
CPS of Albany	15%	15%	$ 55.00												
Eckert Mechanical	65%	22%	$ 106				35%	24%	$ 105	30%	20%	$ 105			
Collette Mechanical	60%	24%	$ 125				20%	20%	$ 112	20%	19%	$ 112			

RFB#2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	Masonry			Boiler Repairs			Painting		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric									
Aucore Electric									
Debrino Construction	89%	20%	$ 120						
Sam Greco									
LaCorte Electric									
Titan Roofing									
Stilsing Electric									
BPI Mechanical	200%	45%	$ 180	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric									
CPS of Albany	15%	15%	$ 55.00				15%	15%	$ 55.00
Eckert Mechanical				60%	24%	$ 135			
Collette Mechanical									

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	Emegency Restoration			Waste Pipe Snaking			Carpet and Tile Cleaning			Commercial Door Mechanical Repair			Window Emgergency Glass Replacement		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
BPI Piping	200%	45%	$ 180	200%	45%	$ 180	200.0%	45.0%	$ 180	200.0%	45%	$ 180	200%	45%	$ 180
Collett Mechanical				40%	15%	$ 112									

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM
***PROJECTS UNDER THIS AGREEMENT ARE CAPPED AT A TOTAL COST OF $20,000**

Please fill in all information on both pages and
return to the requesting county representative for authorization to proceed.

1. **Department Requesting Contract:** _____

2. **Requesting County Representative:** _____ **Date:**_____
   (Please Print)

3. **Trade:** _____

4. **Contractor Name:** _____

   Address: _____

   _____

   Telephone # _____ **Fax #** _____

   Albany County Contract Number: _____

5. **Total price to be paid. This must include ALL costs, including labor and materials**

   Price, complete per specifications: $_____

7. **Start Date:** _____ **Projected Completion Date:** _____

Note: The above information will be used by the County to generate a purchase order for the goods and / or services described. Every effort should be made to provide a completed Project Quotation Form prior to providing services requested.

If you have any questions concerning this form
please call the Albany County Purchasing Division at (518) 447-7140.

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM

The following is a complete description of the goods and/or services to be rendered to Albany County as a result of this Quotation Form being accepted by the Requesting County Representative.

Project Address:_____

Project Scope: _____
_____
_____

Labor
Number of Employees Working on Job (_____)

_____ _____ _____
Current Prevailing Wage (Wage + Benefits) Markup % #of Hours Per Employee

Grand Total for Labor $_____

Materials
List the materials that will be utilized for this job including the quantities of each:

Item	Qty	List Price	%Markup	Item Total

Grand Total for materials $_____

Project total Cost (Labor + Materials) $_____

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

Albany County Request for Contract Approval

Contract #	2024-1930
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Wednesday, May 1, 2024
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	BPI Mechanical Service 95 Hudson River Road, Waterford, NY 12188
Estimated Amount	$99,000.00
Estimated Term	6/1/2024 to 5/31/2025 (Approximately 11 months)
Scope of Services	Primary Emergency Boiler Repair Services.
Budget Line Item	AA1620 - 2 - 4046
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 30, 2024

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

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

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

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

The Department of General Services respectfully requests the approval of a Labor Agreement with BPI Mechanical Service as the primary vender for Emergency Boiler Repair services beginning June 1, 2024 through May 31, 2025 with a not to exceed total of $99,000.00

At the end of the initial one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: April 30, 2024

Re: RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS

I have reviewed the bids received for RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS. I recommend awarding the qualifying primary and secondary contracts as follows:

General Construction:	Primary CPS of Albany	Secondary Sam Greco
Electrical Repairs:	Primary Aucore Electric	Secondary McBain Electric
Plumbing Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
HVAC Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
Roofing Repairs:	Primary Titan Roofing	Secondary NA
Masonry Repairs:	Primary CPS of Albany	Secondary DeBrino Construction
Boiler Repairs:	Primary BPI Mechanical	Secondary Eckert Mechanical
Painting:	Primary CPS of Albany	Secondary NA

Secondary contracts will be utilized if the primary vender is unable to respond in a timely manner. Each contract will have a not to exceed cost of $99,000.00

There were no qualifying bids received for the remaining categories:

Carpet and Tile Cleaning
Commercial Door Mechanical Repair
Window Emergency Glass Replacement

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

DML:tas

DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissiner
General Services

FROM: Pamela O Neill Pamela
Purchasing Agent

DATE: May 1, 2024

RE: RFB#2024-044 Trade Labor Agreements

I am in receipt of your recommendation to award the aforementioned to following list of Primary and Secondary Trade Labor Agreement awards not to exceed $99,000.00

Trade	Primary	Secondary
General Construction	CPS of Albany	Sam Greco
Electrical Repairs	Aucore Electric	McBain Electric
Plumbing Repairs	Collette Mechanical	BPI Mechanical
HVAC Repairs	Collette Mechanical	BPI Mechanical
Roofing Repairs	Titan Roofing	
Masonry Repairs	CPS of Albany	DeBrino Construction
Boiler Repairs	BPI Piping	Eckert Mechanical
Painting	CPS of Albany	

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

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: Stormwter 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) Not applicable

7. Communication concerning this Bid shall be addressed to:

   BPI Mechanical Service
   Daniel Keating, President

   Phone: 518-326-8450

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

County of Albany
Request for Bids #2024-044
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form **The awarded bidders cannot subcontract the services to a third party unless authorized by the requesting department. Bidders should only submit a bid for the type of service that their company is experienced in performing.**

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction	200	45	180
2	Electrical	200	45	180
3	Plumbing	20	21	112
4	HVAC	20	21	112
5	Roof Repairs	200	45	180
6	Masonry	200	45	180
7	Boiler Repairs	20	21	112
8	Painting	200	45	180
9	Emergency Restoration and Refuse cleanup	200	45	180
10	Waste Pipe Snaking and Cleaning	200	45	180
11	Carpet and Tile Cleaning	200	45	180
12	Commerical Door Mechanical Repair	200	45	180
13	Window Emergency Glass Replacement	200	45	180

Bidder Name: BPI Mechanical Service

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

COMPANY: BPI Mechanical Service

ADDRESS: 95 Hudson River Rd.

CITY, STATE, ZIP: Waterford, NY 12188

TEL. NO.: 518-326-8450

FAX NO.: 518-326-8435

FEDERAL TAX ID NO.: 46-0951581

REPRESENTATIVE: Daniel Keating

E-MAIL: danK@bpimechanicalservice.com

SIGNATURE AND TITLE _____, President

DATE 3/27/24

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

D. [illegible]
Signature

President
Title

3/27/24
Date

BPI Mechanical Service
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 New York)
COUNTY OF Saratoga) **SS.:**

On this 27th day of March, 2024, before me personally appeared Daniel Keating to me known, who, being by me sworn, did say that he resides at (give address) Ballston Lake, New York; that he is the (give title) President of the (name of corporation) BPI Mechanical Service, 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.

SERANIE V. PETUSKE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE6445404
Qualified in Saratoga County
My Commission Expires 12-19-2026

Notary Public, State of New York

Qualified in Saratoga County

Commission Expires 12-19-2026

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 _____

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

State of: New York)
) ss:
County of: Saratoga)

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 ad 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 BPI Mechanical Service

Address 95 Hudson River Rd.

City, State, Zip Waterford, NY 12188

Signature of Owner

Printed Name of Signatory Daniel Keating

Title President

Sworn before me this 27th day of March, 2024.

Notary Public

SERANIE V. PETUSKE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE6445404
Qualified in Saratoga County
My Commission Expires 12-19-2026

Seranie Petuske
Printed Name

Signature

3/27/24
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

President
Title

BPI Mechanical Service
Company Name

3/27/24
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: _____

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

Daniel Keating

Printed Name

President

Title

3/27/24

Date

BPI MECHANICAL SERVICE, INC.

95 HUDSON RIVER RD.
WATERFORD, NY 12188
(518) 326-8450 PH. (518) 326-8435 FAX

SERVICE CUSTOMER REFERENCES

1- ALBANY CITY SCHOOL DISTRICT
270 CENTRAL AVE.
ALBANY, NY
(518) 462-7323
CHILLERS, AC UNITS, BOILER, PUMPS, AIR HANDLERS, PLUMBING, BOILER

2- MIKE BRASSARD
CHARTER/TIME WARNER CABLE
1101 HIGH BRIDGE RD.
SCHENECTADY, NY
GENERAL CONSTRUCTION, AC UNITS, HEATERS, COMPUTER ROOM AC UNITS, ETC.

3- JOHN ALIX
ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
112 STATE ST.
ALBANY, NY
518 447-5512
PLUMBING, BOILER, CHILLERS, COOLING TOWERS, PACKAGE UNITS, SPLITS, BOILERS

4- HUDSON VALLEY COLLEGE
RICH EDWARDS
VANDENBURGH RD.
TROY, NY 12180
INDUSTRIAL/HEAVY COMMERCIAL AC/HEATING EQUIPMENT

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? 11 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. Attached

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.

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.

Saratoga National
United Refrigeration

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

attached

assets 3.2 Mil

Liabilities 800 K

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.

BPI Mechanical Service
Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 95 Hudson River Rd.

Waterford, NY 12188.

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

Daniel Keating, President / Owner

Joseph Burniche, Owner

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.

BPI Mechanical Service
Firm

Dated: 3/27/28

By _____

Daniel Keating, President
(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: BPI Mechanical Service

By: _____
(Signature)

Daniel Keating
(Typed)

Title: President

Date: 3/27/24

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:

☑ PRIME CONTRACTOR

2. VENDOR'S LEGAL BUSINESS NAME	3. IDENTIFICATION NUMBERS
BPI Mechanical Service	a) FEIN # 46-0951581 b) DUNS # 080413291
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
95 Hudson River Rd. Waterford, NY 12188	(518) 326-8450	(518) 326-8435
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE

Name Daniel Keating
Title President
Telephone Number 326-8450
Fax Number 326-8435
e-mail dank@bpimechanicalservice.com

13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.

a) NAME Daniel Keating	TITLE Owner/President	b) NAME	TITLE
c) NAME Joseph Burniche	TITLE Owner	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? ☐ Yes ☑ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☑ No
List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.

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), AFFLITIATE 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? ***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.***	☐ Yes ☑ No
	b) file returns or pay New York State unemployment insurance? ***Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.***	☐ Yes ☑ No
	c) Property Tax *Indicate the years the vendor failed to file.*	☐ 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 OR 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 Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☑ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : 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.	☐ Yes ☑ No

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.

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS

TABULATION OF BIDS OPENED

Vendor	General Construction			Electrical			Plumbing			HVAC			Roof Repairs		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric				18%	10%	$ 98.00									
Aucore Electric				15%	20%	$ 93.40									
Debrino Construction	89%	20%	$ 120												
Sam Greco	58%	12%	NA												
LaCorte Electric				52%	18%	$ 113									
Titan Roofing													100%	25%	$ 150
Stilsing Electric				120%	20%	NA									
BPI Mechanical	200%	45%	$ 180	200%	45%	$ 180	20%	21%	$ 112	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric				50%	20%	$ 125									
CPS of Albany	15%	15%	$ 55.00												
Eckert Mechanical	65%	22%	$ 106				35%	24%	$ 105	30%	20%	$ 105			
Collette Mechanical	60%	24%	$ 125				20%	20%	$ 112	20%	19%	$ 112			

RFB#2024-044 HOURLY RATE TRADE LABOR AGREEMENTS

TABULATION OF BIDS OPENED

Vendor	Masonry			Boiler Repairs			Painting		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric									
Aucore Electric									
Debrino Construction	89%	20%	$ 120						
Sam Greco									
LaCorte Electric									
Titan Roofing									
Stilsing Electric									
BPI Mechanical	200%	45%	$ 180	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric									
CPS of Albany	15%	15%	$ 55.00				15%	15%	$ 55.00
Eckert Mechanical				60%	24%	$ 135			
Collette Mechanical									

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS

TABULATION OF BIDS OPENED

Vendor	Emegency Restoration			Waste Pipe Snaking			Carpet and Tile Cleaning			Commercial Door Mechanical Repair			Window Emgergency Glass Replacement		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
BPI Piping	200%	45%	$ 180	200%	45%	$ 180	200.0%	45.0%	$ 180	200.0%	45%	$ 180	200%	45%	$ 180
Collett Mechanical				40%	15%	$ 112									

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM
***PROJECTS UNDER THIS AGREEMENT ARE CAPPED AT A TOTAL COST OF $20,000**

Please fill in all information on both pages and
return to the requesting county representative for authorization to proceed.

1. **Department Requesting Contract:** _____

2. **Requesting County Representative:** _____ **Date:**_____
   (Please Print)

3. **Trade:** _____

4. **Contractor Name:** _____

   Address: _____

   _____

   Telephone # _____ **Fax #** _____

   Albany County Contract Number: _____

5. **Total price to be paid. This must include ALL costs, including labor and materials**

   Price, complete per specifications: $_____

7. **Start Date:** _____ **Projected Completion Date:** _____

Note: The above information will be used by the County to generate a purchase order for the goods and / or services described. Every effort should be made to provide a completed Project Quotation Form prior to providing services requested.

If you have any questions concerning this form
please call the Albany County Purchasing Division at (518) 447-7140.

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM

The following is a complete description of the goods and/or services to be rendered to Albany County as a result of this Quotation Form being accepted by the Requesting County Representative.

Project Address:_____

Project Scope: _____
_____
_____

Labor
Number of Employees Working on Job (_____)

_____ _____ _____
Current Prevailing Wage (Wage + Benefits) Markup % #of Hours Per Employee

Grand Total for Labor $_____

Materials
List the materials that will be utilized for this job including the quantities of each:

Item	Qty	List Price	%Markup	Item Total

Grand Total for materials $_____

Project total Cost (Labor + Materials) $_____

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

Albany County Request for Contract Approval

Contract #	2024-1931
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Wednesday, May 1, 2024
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	J. McBain, Inc. 2742 6th Avenue, Troy, NY 12180
Estimated Amount	$99,000.00
Estimated Term	6/1/2024 to 5/31/2025 (Approximately 11 months)
Scope of Services	Secondary Emergency Electrical Services.
Budget Line Item	AA1620 - 2 - 4046
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 30, 2024

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

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

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

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

The Department of General Services respectfully requests the approval of a Labor Agreement with J. McBain, Inc. as the secondary vender for Emergency Electrical Repair services beginning June 1, 2024 through May 31, 2025 with a not to exceed total of $99,000.00

At the end of the initial one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: April 30, 2024

Re: RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS

I have reviewed the bids received for RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS. I recommend awarding the qualifying primary and secondary contracts as follows:

General Construction:	Primary CPS of Albany	Secondary Sam Greco
Electrical Repairs:	Primary Aucore Electric	Secondary McBain Electric
Plumbing Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
HVAC Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
Roofing Repairs:	Primary Titan Roofing	Secondary NA
Masonry Repairs:	Primary CPS of Albany	Secondary DeBrino Construction
Boiler Repairs:	Primary BPI Mechanical	Secondary Eckert Mechanical
Painting:	Primary CPS of Albany	Secondary NA

Secondary contracts will be utilized if the primary vender is unable to respond in a timely manner. Each contract will have a not to exceed cost of $99,000.00

There were no qualifying bids received for the remaining categories:

Carpet and Tile Cleaning
Commercial Door Mechanical Repair
Window Emergency Glass Replacement

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

DML:tas

DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissiner
General Services

FROM: Pamela O Neill Pamela
Purchasing Agent

DATE: May 1, 2024

RE: RFB#2024-044 Trade Labor Agreements

I am in receipt of your recommendation to award the aforementioned to following list of Primary and Secondary Trade Labor Agreement awards not to exceed $99,000.00

Trade	Primary	Secondary
General Construction	CPS of Albany	Sam Greco
Electrical Repairs	Aucore Electric	McBain Electric
Plumbing Repairs	Collette Mechanical	BPI Mechanical
HVAC Repairs	Collette Mechanical	BPI Mechanical
Roofing Repairs	Titan Roofing	
Masonry Repairs	CPS of Albany	DeBrino Construction
Boiler Repairs	BPI Piping	Eckert Mechanical
Painting	CPS of Albany	

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

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

   NONE Received

   (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: Stormwter 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) Not applicable

7. Communication concerning this Bid shall be addressed to:

Jackie McBain
2242 6th Ave
Troy NY 12180

Phone: 518-272-9376

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

County of Albany
Request for Bids #2024-044
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form **The awarded bidders cannot subcontract the services to a third party unless authorized by the requesting department. Bidders should only submit a bid for the type of service that their company is experienced in performing.**

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction			
2	Electrical	18%	10%	98.00
3	Plumbing			
4	HVAC			
5	Roof Repairs			
6	Masonry			
7	Boiler Repairs			
8	Painting			
9	Emergency Restoration and Refuse cleanup			
10	Waste Pipe Snaking and Cleaning			
11	Carpet and Tile Cleaning			
12	Commerical Door Mechanical Repair			
13	Window Emergency Glass Replacement			

Bidder Name: J. McBain Inc

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

COMPANY: J. McBain Inc

ADDRESS: 2742 6th Ave

CITY, STATE, ZIP: Troy NY 12180

TEL. NO.: 518-272-9376

FAX NO.: 518-272-3738

FEDERAL TAX ID NO.: 16-1534752

REPRESENTATIVE: Jackie McBain

E-MAIL: jackie@mcbaineletric.com

SIGNATURE AND TITLE Jackie McB President

DATE 3/26/2024

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

3/26/2024
Date

J. McBain Inc
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 NY)
COUNTY OF Rensselaer) **SS.:**

On this 26 day of March, 2024, before me personally appeared Jackie McBain to me known, who, being by me sworn, did say that he resides at (give address) Troy; that he is the (give title) President of the (name of corporation) J. McBain 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.

Notary Public, State of New York

Qualified in

LORIN MILAZZO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MI6343892
Qualified in Rensselaer County
Commission Expires June 20, 24

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 J. McBain Inc	3. IDENTIFICATION NUMBERS a) FEIN # 16-1534752 b) DUNS # 01706964	
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 2742 6th Ave Troy NY 12180	7. TELEPHONE NUMBER 518-272-9376	8. FAX NUMBER 518-272-3738
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE

Name Jackie McBain
Title President
Telephone Number 518-272-9376
Fax Number 518-272-3738
e-mail jackie@mcbaincontractors.com

13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.

a) NAME Jackie McBain	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? ☐ Yes ☒ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☒ No
List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.

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), AFFLITIATE 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; ☐ Yes ☒ No

2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;

3. entered into an agreement to a voluntary exclusion from bidding/contracting;

4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;

5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;

6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;

7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;

8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or

9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.

b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ 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? ☐ Yes ☒ No

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."

18. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:

a) file returns or pay any applicable federal, state or city taxes? ☐ Yes ☒ No
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.

b) file returns or pay New York State unemployment insurance? ☐ Yes ☒ No
Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.

c) Property Tax ☐ Yes ☒ No
Indicate the years the vendor failed to file.

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 OR THE DATE OF FILING? ☐ Yes ☒ No

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.

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 Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. ☐ Yes ☒ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : 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.	☐ Yes ☑ No

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 # 16 1534752

State of: NY)
) ss:
County of: Rensselaer)

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 ad 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 J. McBride Inc

Address 2742 6th Ave

City, State, Zip Troy NY 12180

Signature of Owner [signature]

Printed Name of Signatory Jackie McBride

Title President

Sworn before me this 16 day of March, 2024

Notary Public [signature]

Printed Name LORIN FAGEN

Signature [signature]

Date 3/16/24

LORIN MILAZZO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MI6343892
Qualified in Rensselaer County
Commission Expires June 20, 24

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

3/26/2021
Date

J. Muran Inc
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: J. McBain Inc

Address: 2742 6th Ave Troy NY 12180

Phone Number(s): 518-272-9326

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):

2024-044- Hourly rate Agreement

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

TBD- Hourly RATE AGREEMENT

Jackie McB.

Signature

JACKIE McBAIN

Printed Name

President

Title

3/26/2024

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? 26 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.

   SEE ATTACHMENT

   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. SEE ATTACHMENT

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.

TBD.

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.

M&T Bank. ADAM GREANEY - 518-464-6139

WORLD WIDE BONDING. ~~[illegible]~~ Gary Cardinal

1-888-681-7685

HZ Electric. Heather Lundy - 860-548-3590

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Available if low Bidder

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.

J. McBain Inc
Correct Name of Bidder

(a) The business is a: S-Corp

(b) The address of principal place of business is: 2742 6th Ave Troy NY 12180

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

Jackie McBain President
Jay McBain V. President

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

EIN: 161534752

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

1.	Agency/Owner Averill Park CSD			Award Date 3/2023	Amount 32000	Date Completed 9/2023
	Contact Person Tony Armlin		Telephone No. 5185268343	Designer Architect and /or Design Engineer Saratoga Project Management		
	Contract No. 22C050	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
2.	Agency/Owner Albany County MVP Lighting			Award Date 7/2023	Amount 130020	Date Completed 9/2023
	Contact Person Mike Martin		Telephone No. 5184477032	Designer Architect and /or Design Engineer		
	Contract No. 23C095	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
3.	Agency/Owner National Grid ERCC Phase 2			Award Date 1/2023	Amount 1056408	Date Completed 9/2023
	Contact Person Doug Mains		Telephone No. 8454433615	Designer Architect and /or Design Engineer Nelson Architects		
	Contract No. 23C027-026	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
4.	Agency/Owner State University of New York-SUNY Albany			Award Date 12/2022	Amount 259511	Date Completed 7/2023
	Contact Person Al Burgazoli		Telephone No. 5185125508	Designer Architect and /or Design Engineer SMRT Architects		
	Contract No. 22C201	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
5.	Agency/Owner Port of Albany			Award Date 06/14/2023	Amount 84607	Date Completed 06/2023
	Contact Person John Kosa		Telephone No. 5184638763	Designer Architect and /or Design Engineer Albany Port District		
	Contract No. 20C042	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

EIN: 161534752

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

6.	Agency/Owner Green Island Union Free School District			Award Date 03/2022	Amount 44853	Date Completed 07/2023
	Contact Person Elizabeth Brutsch		Telephone No. 5184638668	Designer Architect and /or Design Engineer CS Arch		
	Contract No. 22C042	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
7.	Agency/Owner Albany County Airport			Award Date 03/21/2023	Amount 30721	Date Completed 06/2023
	Contact Person Niall Cahill		Telephone No. 5189613523	Designer Architect and /or Design Engineer r@ Architects		
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
8.	Agency/Owner Albany County OGS			Award Date 2/17/2023	Amount 84935	Date Completed 06/2023
	Contact Person Sam Greco		Telephone No. 5184651155	Designer Architect and /or Design Engineer MA Design		
	Contract No. 22C037	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
9.	Agency/Owner National Grid- Albany			Award Date 9/22/2022	Amount 247384	Date Completed 1/2023
	Contact Person Terry Gibson		Telephone No. 5183803889	Designer Architect and /or Design Engineer Nelson Architect		
	Contract No. 22C027-99	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
10.	Agency/Owner National Grid Rensselear			Award Date 1/2023	Amount 129010	Date Completed 3/2024
	Contact Person Terry Gibson		Telephone No. 5184477032	Designer Architect and /or Design Engineer Nelson Architects		
	Contract No. 23C027-091	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

EIN: 161534752

Question 3.1: List all current uncompleted construction contracts:

1.	Agency/Owner NYS OGS Tenyck Rehab			Award Date 05/04/2023	Completion Date 5/2024
	Contact Person Eric Luft		Telephone No. 5184748778	Designer Architect and /or Design Engineer MH Professional Engineering	
	Contract No. 47216E	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
		Total Contract Amount 464946	Amount Sublet to others 0	Uncompleted Amount 180429	
2.	Agency/Owner NYS Thruway Authority			Award Date 10/2023	Completion Date 5/2024
	Contact Person Brett Slocum		Telephone No. 5183995110	Designer Architect and /or Design Engineer NYS Thruway Authority Construction	
	Contract No. 23C157	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
		Total Contract Amount 393834	Amount Sublet to others 0	Uncompleted Amount 25500	
3.	Agency/Owner National Grid Hudson			Award Date 10/2023	Completion Date 5/2024
	Contact Person Terry Gibson		Telephone No. 5184477032	Designer Architect and /or Design Engineer Nelson Associates	
	Contract No. 23C027-124	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
		Total Contract Amount 312157	Amount Sublet to others 0	Uncompleted Amount 129900	
4.	Agency/Owner SUNY Albany- Empire Commons			Award Date 10/26/2023	Completion Date 8/2024
	Contact Person Patrick Andrew		Telephone No. 9146062978	Designer Architect and /or Design Engineer SMRT Architects	
	Contract No. 23C206	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
		Total Contract Amount 355669	Amount Sublet to others 0	Uncompleted Amount 203600	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

EIN: 161534752

Question 3.1: List all current uncompleted construction contracts:

5.	Agency/Owner Ravena Coeyman CSD			Award Date 06/2023	Completion Date 05/2024
	Contact Person John Sharkey		Telephone No. 8458710051	Designer Architect and /or Design Engineer Rhinebeck Architects	
	Contract No. 23C090	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
		Total Contract Amount 346202	Amount Sublet to others	Uncompleted Amount 21512	
6.	Agency/Owner County of Saratoga			Award Date 03/13/2023	Completion Date 6/2024
	Contact Person Daniel Rourke		Telephone No. 5186647396	Designer Architect and /or Design Engineer GPI	
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
		Total Contract Amount 149100	Amount Sublet to others	Uncompleted Amount 69200	
7.	Agency/Owner National Grid			Award Date 12/2023	Completion Date 9/2024
	Contact Person Beebe Construction- Greg Beincasa		Telephone No. 3157252586	Designer Architect and /or Design Engineer Nelson Associates	
	Contract No. 23C027-149	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
		Total Contract Amount 107100	Amount Sublet to others	Uncompleted Amount 88893	
8.	Agency/Owner			Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer	
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
		Total Contract Amount	Amount Sublet to others 0	Uncompleted Amount	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

EIN: 161534752

Question 3.1: List all current uncompleted construction contracts:

9.	Agency/Owner				Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount
10.	Agency/Owner				Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others 0		Uncompleted Amount 0

Grand Total All Uncompleted Contracts	719034

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.

J. McBain Inc
Firm

Dated: 3/26/2004

By Jackie McB.

Jackie McBain
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for: 2004-044 Hourly Rate

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: J. McBain Inc

By: Jackie McB.
(Signature)

Jackie McBain
(Typed)

Title: President

Date: 3/26/2004

Tri-City Joint Apprenticeship and Training Committee, Inc.
RICHARD L. CATALDO - DIRECTOR
428 OLD NISKAYUNA ROAD
LATHAM, NEW YORK 12110-1569
TELEPHONE (518) 785-5167 FAX (518) 786-3588
www.tricityjatc.org

SPONSORED BY

ALBANY ELECTRICAL CONTRACTORS ASS'N.
NECA ALBANY CHAPTER
ELECTRICAL CONTRACTORS CENTER
16 WADE ROAD
LATHAM, NEW YORK 12110

LOCAL 236 - IBEW, ALBANY, N.Y.
3000 TROY-SCHENECTADY ROAD
SCHENECTADY, NEW YORK 12309

October 29, 2015

To whom it may concern:

RE: McBain Electric

McBain Electric is recognized by the Tri-City JATC, Albany NECA, and IBEW Local Union # 236 as a participating Employer in our NYS Registered apprenticeship program.

Please feel free to contact our office with any questions or concerns.

Respectfully yours,

Richard L. Cataldo

Richard L. Cataldo

Training Director

RC:en

New York State Department of Labor
Andrew M. Cuomo, *Governor*
Peter M. Rivera, *Commissioner*

December 13, 2013

Mr. Richard L. Cataldo
Training Director
Tri-City Electricians JATC LU #236
428 Old Niskayuna Road
Latham, New York 12110

Sponsor/ATP Code: 20141 / 17072

Dear Mr. Cataldo:

We have reviewed and approved your area-wide public recruitment proposal for the Electrician trade. **For your convenience, the Department will post these openings on the New York State Job Bank**.

Approved recruitment dates (including any special instructions) are **January 1, 2014 through December 31, 2014.**

☒ For continuous recruitment, you should submit your next recruitment request to your Apprentice Training Representative (ATR) at least 60 days prior to the start of your next recruitment cycle.

☐ For periodic recruitment, your list will be valid for two years or until it is exhausted.

Recruitment Reminders

1. **Written requests for recruitment must be forwarded to your Apprentice Training Representative (ATR):** Sponsors must provide a written request for an area-wide, public recruitment to their ATR. The written request must contain the following information:

   - Number of anticipated openings, and the minimum qualifications for eligibility;
   - The dates, times, and location(s) where applications will be available;
   - The procedure that will be used if conducting a limited application recruitment; and
   - The beginning apprentice hourly wage rate and the journeyworker hourly wage rate.

Phone: (518) 457-6820 Fax: (518) 457-7154
State Office Campus, Building 12, Room 459, Albany, NY 12240
ATCO@labor.ny.gov

2. **Written requests must be submitted to your ATR at least 60 days prior to the start of the recruitment.**

3. **If a specific recruitment period is selected, it must include at least ten consecutive working days.** The list of eligible candidates resulting from a periodic recruitment will be valid for a minimum of two years or until the pool is exhausted. A list is exhausted when it no longer has eligible candidates, or when it is determined that there are fewer minorities and/or women candidates remaining than would reasonably be expected in view of the Labor Force Analysis from the Affirmative Action Plan (AT603). Each new recruitment requires a request to the New York State Department of Labor for approval.

4. **For a continuous recruitment, applications are accepted throughout the year at least one day per month.** Candidates remain in the eligibility pool for a minimum of two years.

Sincerely,

Jane Thompson
Director,
Apprenticeship Training

cc: Daniel Paris
DEWS Locations/One Stop Managers
Tunisha Walker, EEO
Russell Oliver, DOL Test Administration

New York State Department of Labor

Apprentice Training Program Registration Agreement

Wage Revision Increase To JW Rate

Revision ☒
(nature of change)

RECEIVED
AUG 27 2013
APPRENTICE TRAINING
CENTRAL OFFICE

State Use Only	
AT sponsor no.	20141
ATP code	17-072
Effective date of AT program	6/1/1989

1. Name of sponsor: Tri-City JATC Local Union 236
2. Mailing address: 428 Old Niskayuna RD. Latham (number & street) (city) NY (state) 12110 (zip code) Albany (county)
3. Actual address: Same as above (number & street) (city) (state) (zip code) (county)
4. Telephone no.: 518 785-5167 (telephone #) (ext. #) (fax #) 518 786-3588
5. Trade/Occupation: Electrician
6. No. employees: 1077 No. apprentices: 227 No. journeyworkers: 1072 7. Ratio: 1:1, 1:3 (non-standard) ☐
8. ISC code: 824,261-010 EA 9. DOT code: ~~824.261-010~~ 10. Length of program: 60 months
11. Apprentice probationary period: 12 Months 12. Work process: Standard ☒ or Revised ☐
13. Minimum journeyworker rate: $34.50 per Hour 14. Effective date of wages: 6/1/13
15. Apprentice wage progression for each period - in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M☐ H☐ 1000	M☐ H☐ 2000	M☐ H☐ 3500	M☐ H☐ 5000	M☐ H☐ 6500	M☐ H☐ 8200	M☐ H☐	M☐ H☐	M☐ H☐	M☐ H☐
40% SAT Progs	45% Comp 1st Yr.	50% Comp 2nd Yr	60% Comp 3rd Yr.	70% Comp 4th Yr.	80% Comp 5th Yr.				

16. The sponsor agrees to comply with the provisions on this side and on the reverse side of this agreement.

17. Signature of official sponsor representative — Date 8/15/13
Richard Cataldo, Training Director
Print name and title

18. Signature of union representative — Date 8/15/13
Joseph Hoot, Membership Devel. #234
Print name, title, and union name

19. Signature New York State Department of Labor — Date 12/4/13

AT 10 (07-10)

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	General Construction			Electrical			Plumbing			HVAC			Roof Repairs		
	Labor MarkUp	Materials Markup	Hourly for non-PR	Labor MarkUp	Materials Markup	Hourly for non-PR	Labor MarkUp	Materials Markup	Hourly for non-PR	Labor MarkUp	Materials Markup	Hourly for non-PR	Labor MarkUp	Materials Markup	Hourly for non-PR
MCBain Electric				18%	10%	$ 98.00									
Aucore Electric				15%	20%	$ 93.40									
Debrino Construction	89%	20%	$ 120												
Sam Greco	58%	12%	NA												
LaCorte Electric				52%	18%	$ 113									
Titan Roofing													100%	25%	$ 150
Stilsing Electric				120%	20%	NA									
BPI Mechanical	200%	45%	$ 180	200%	45%	$ 180	20%	21%	$ 112	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric				50%	20%	$ 125									
CPS of Albany	15%	15%	$ 55.00												
Eckert Mechanical	65%	22%	$ 106				35%	24%	$ 105	30%	20%	$ 105			
Collette Mechanical	60%	24%	$ 125				20%	20%	$ 112	20%	19%	$ 112			

RFB#2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	Masonry			Boiler Repairs			Painting		
	Labor MarkUp	Materials Markup	Hourly for non-PR	Labor MarkUp	Materials Markup	Hourly for non-PR	Labor MarkUp	Materials Markup	Hourly for non-PR
MCBain Electric									
Aucore Electric									
Debrino Construction	89%	20%	$ 120						
Sam Greco									
LaCorte Electric									
Titan Roofing									
Stilsing Electric									
BPI Mechanical	200%	45%	$ 180	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric									
CPS of Albany	15%	15%	$ 55.00				15%	15%	$ 55.00
Eckert Mechanical				60%	24%	$ 135			
Collette Mechanical									

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	Emegency Restoration			Waste Pipe Snaking			Carpet and Tile Cleaning			Commercial Door Mechanical Repair			Window Emgergency Glass Replacement		
	Labor MarkUp	Materials Markup	Hourly for non-PR	Labor MarkUp	Materials Markup	Hourly for non-PR	Labor MarkUp	Materials Markup	Hourly for non-PR	Labor MarkUp	Materials Markup	Hourly for non-PR	Labor MarkUp	Materials Markup	Hourly for non-PR
BPI Piping	200%	45%	$ 180	200%	45%	$ 180	200.0%	45.0%	$ 180	200.0%	45%	$ 180	200%	45%	$ 180
Collett Mechanical				40%	15%	$ 112									

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM
***PROJECTS UNDER THIS AGREEMENT ARE CAPPED AT A TOTAL COST OF $20,000**

Please fill in all information on both pages and
return to the requesting county representative for authorization to proceed.

1. **Department Requesting Contract:** _____

2. **Requesting County Representative:** _____ **Date:**_____
   (Please Print)

3. **Trade:** _____

4. **Contractor Name:** _____

   Address: _____

   _____

   Telephone # _____ **Fax #** _____

   Albany County Contract Number: _____

5. **Total price to be paid. <u>This must include ALL costs, including labor and materials</u>**

   Price, complete per specifications: $_____

7. **Start Date:** _____ **Projected Completion Date:** _____

Note: The above information will be used by the County to generate a purchase order for the goods and / or services described. Every effort should be made to provide a completed Project Quotation Form prior to providing services requested.

If you have any questions concerning this form
please call the Albany County Purchasing Division at (518) 447-7140.

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM

The following is a complete description of the goods and/or services to be rendered to Albany County as a result of this Quotation Form being accepted by the Requesting County Representative.

Project Address:_____

Project Scope: _____
_____
_____

Labor
Number of Employees Working on Job (_____)

_____ _____ _____
Current Prevailing Wage (Wage + Benefits) Markup % #of Hours Per Employee

Grand Total for Labor $_____

Materials
List the materials that will be utilized for this job including the quantities of each:

Item	Qty	List Price	%Markup	Item Total

Grand Total for materials $_____

Project total Cost (Labor + Materials) $_____

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

Albany County Request for Contract Approval

Contract #	2024-1932
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Wednesday, May 1, 2024
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Sam Greco Construction, Inc. 18 Industrial Park Road, Troy, NY 12180
Estimated Amount	$99,000.00
Estimated Term	6/1/2024 to 5/31/2025 (Approximately 11 months)
Scope of Services	Secondary Emergency General Construction Services.
Budget Line Item	AA1620 - 2 - 4046
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 30, 2024

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

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

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

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

The Department of General Services respectfully requests the approval of a Labor Agreement with Sam Greco Construction, Inc. as the secondary vender for Emergency General Construction services beginning June 1, 2024 through May 31, 2025 with a not to exceed total of $99,000.00

At the end of the initial one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: April 30, 2024

Re: RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS

I have reviewed the bids received for RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS. I recommend awarding the qualifying primary and secondary contracts as follows:

General Construction:	Primary CPS of Albany	Secondary Sam Greco
Electrical Repairs:	Primary Aucore Electric	Secondary McBain Electric
Plumbing Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
HVAC Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
Roofing Repairs:	Primary Titan Roofing	Secondary NA
Masonry Repairs:	Primary CPS of Albany	Secondary DeBrino Construction
Boiler Repairs:	Primary BPI Mechanical	Secondary Eckert Mechanical
Painting:	Primary CPS of Albany	Secondary NA

Secondary contracts will be utilized if the primary vender is unable to respond in a timely manner. Each contract will have a not to exceed cost of $99,000.00

There were no qualifying bids received for the remaining categories:

Carpet and Tile Cleaning
Commercial Door Mechanical Repair
Window Emergency Glass Replacement

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

DML:tas

DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissiner
General Services

FROM: Pamela O Neill Pamela
Purchasing Agent

DATE: May 1, 2024

RE: RFB#2024-044 Trade Labor Agreements

I am in receipt of your recommendation to award the aforementioned to following list of Primary and Secondary Trade Labor Agreement awards not to exceed $99,000.00

Trade	Primary	Secondary
General Construction	CPS of Albany	Sam Greco
Electrical Repairs	Aucore Electric	McBain Electric
Plumbing Repairs	Collette Mechanical	BPI Mechanical
HVAC Repairs	Collette Mechanical	BPI Mechanical
Roofing Repairs	Titan Roofing	
Masonry Repairs	CPS of Albany	DeBrino Construction
Boiler Repairs	BPI Piping	Eckert Mechanical
Painting	CPS of Albany	

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

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

   None

   (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: Stormwter 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) Not applicable

7. Communication concerning this Bid shall be addressed to:

Sam Greco Construction Inc.

18 Industrial Park Rd.

Troy N.Y. 12180

Phone: 518 465-1155

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

County of Albany
Request for Bids #2024-044
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form **The awarded bidders cannot subcontract the services to a third party unless authorized by the requesting department. Bidders should only submit a bid for the type of service that their company is experienced in performing.**

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction	.58%	12%	N/A
2	Electrical			
3	Plumbing			
4	HVAC			
5	Roof Repairs			
6	Masonry			
7	Boiler Repairs			
8	Painting			
9	Emergency Restoration and Refuse cleanup			
10	Waste Pipe Snaking and Cleaning			
11	Carpet and Tile Cleaning			
12	Commerical Door Mechanical Repair			
13	Window Emergency Glass Replacement			

Bidder Name: Sam Greco Construction Inc.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

COMPANY: Sam Greco Construction Inc.

ADDRESS: 18 Industrial Park Rd.

CITY, STATE, ZIP: Troy NY 12180

TEL. NO.: 518-465-1155

FAX NO.: 518-465-3927

FEDERAL TAX ID NO.: 14-1592472

REPRESENTATIVE: Samuel Greco III

E-MAIL: sgreco@grecocontruction.com

SIGNATURE AND TITLE Sam Greco President

DATE 3-20-2024

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

Sam Greco Construction Inc.
Company Name

3-20-2024
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 Rensselaer) **SS.:**

On this 20th day of March, 2024, before me personally appeared Samuel Greco III to me known, who, being by me sworn, did say that he resides at (give address) 16 Palmer Rd. East Greenbush; that he is the (give title) President of the (name of corporation) Sam Greco Construction 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.

Amy L. Doyle

Notary Public, State of New York

Qualified in Albany County

Commission Expires April 4, 2027

AMY L. DOYLE
NOTARY PUBLIC, STATE OF NEW YORK
01DO0005051
Qualified in Albany County
Commission Expires April 4th 2027

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 # 14-1592472 b) DUNS #	
Sam Greco Construction Inc.		
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:	5. WEBSITE ADDRESS (if applicable) www.grecoconstruction.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE	7. TELEPHONE NUMBER 518 465-1155	8. FAX NUMBER 518 465-3927
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE

Name Samuel Greco III

Title President

Telephone Number 518 465-1155

Fax Number 518 465-3927

e-mail sgreco@grecoconstruction.com

13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS. Please see attached

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 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? ☐ Yes ☒ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☒ No
List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.

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), AFFLITIATE 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; ☐ Yes ☒ No

2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;

3. entered into an agreement to a voluntary exclusion from bidding/contracting;

4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;

5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;

6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;

7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;

8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or

9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.

b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ 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? ☐ Yes ☒ No

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."

18. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:

a) file returns or pay any applicable federal, state or city taxes? ☐ Yes ☒ No
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.

b) file returns or pay New York State unemployment insurance? ☐ Yes ☒ No
Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.

c) Property Tax ☐ Yes ☒ No
Indicate the years the vendor failed to file.

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 OR THE DATE OF FILING? ☐ Yes ☒ No

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.

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 Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. ☐ Yes ☒ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1]:	☐ 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 # 14-1592472

State of: New York)
) ss:
County of:)
Rensselaer

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 ad 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 Sam Greco Construction Inc.

Address 18 Industrial Park Rd.

City, State, Zip Troy, N.Y. 12180

Signature of Owner

Printed Name of Signatory Samuel Greco III

Title President

Sworn before me this 20th day of March, 2024

Amy L. Doyle
Notary Public

AMY L. DOYLE
NOTARY PUBLIC, STATE OF NEW YORK
01DO0005051
Qualified in Albany County
Commission Expires April 4th 2027

Samuel Greco III
Printed Name

Signature

3-20-2024
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

President
Title

3-20-2024
Date

Sam Greco Construction Inc.
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: Sam Greco Construction Inc.

Address: 18 Industrial Park Rd.
Troy N.Y. 12180

Phone Number(s): 518 465-1155

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):

n/a

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

Various Projects

Signature

Samuel Greco III
Printed Name

President
Title

3-20-2024
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? 47 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. Please see attached document

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.

Please see attached document

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.

Please see attached document

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Upon award of bid we will provide one

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.

Sam Greco Construction Inc.
Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 18 Industrial Park Rd.
Troy NY 12180

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

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.

Sam Greco Construction Inc.
Firm

Dated: 3-20-2024

By _____

Samuel Greco III
(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: Sam Greco Construction Inc.

By: _____
(Signature)

Samuel Greco III
(Typed)

Title: President

Date: 3-20-2024

18 Industrial Park Rd.
Troy, NY 12180
TEL: (518) 465-1155
Fax: (518) 465-3927
www.grecoconstruction.com

CONTRACTOR'S QUALIFICATION STATEMENT/AIA DOCUMENT 305

Submitted By: Sam Greco Construction Inc.
18 Industrial Park Rd
Troy, NY 12180

Type: Corporation
Incorporated in New York

Principal Officer: Samuel V. Greco Jr.

Type of Work performed (file separate forms for each classification of work):

(X) General Construction
( ) Plumbing
(X) Construction Management
(X) Design Build
( ) HVAC
( ) Electrical
(X) Other (please specify): Architectural Millwork

1. ORGANIZATION: Sam Greco Construction Inc.

1.1 How many years has your organization been in business as a Construction Manager?
47

1.2 How many years has your organization been in business under its present business name?
47 years

1.2.1 Under what other or former names has your organization operated?
D/B/A Greco Construction
MMC Millwork
Casework Reps
Greco Construction Services LLC.

1.3 If a corporation, answer the following:

1.3.1 Date of incorporation: June 1977
1.3.2 State of incorporation: Albany, New York
1.3.3 Owner;'s name: Samuel V. Greco Jr.
1.3.4 President's name: Samuel V. Greco Jr., Corporate / Millwork President, Lief Larsen
1.3.5 Vice President's Name: Paul Mueller/Samuel Greco III/Millwork Vice President , Todd McClurg
1.3.5 Secretary's name: Catherine A. Greco
1.3.6 Treasurer's name: Megan E. Greco-Baron

2. LICENSING

2.1 List justification and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.
Construction Management/General Construction/ Architectural Millwork

2.2 List jurisdictions in which your organization's partnership or trade name is filed.
Incorporated in the State of NY

3.. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces:

Construction Management/Design-Build/ General Construction
Demo
Carpentry (rough and finish)
Masonry
Concrete
Millwork by our own architectural millwork firm, MMC Millwork
Doors/Windows
Drywall/Studs
Acoustical Ceilings
Varco Pruden Builder (Metal Buildings)

3.2 Claims and Suits

3.2.1 Have you ever failed to complete any work awarded to you?
No

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
No

3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last year?
No

3.3 Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a construction contract? If so, attach a separate sheet of explanation.
No

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete, and scheduled completion date for all entities.
See attached sheet, heading 3.4

3.4.1 State total worth of work in progress and under contract for all entities.
as of 10/28/23 - $21,283,536.00

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.
See Attached Sheet, heading 3.5

3.5.1 State average annual amount of construction work performed during the past five years.
15 Million

3.6 On a separate sheet, list the construction experience of the key individuals of your organization.
(Résumés available upon request)

Sam Greco Jr.	30+ years		
Lief Larsen	30+years	Todd McClurg	18+ years
Paul Mueller	20+ years	Thomas Sedgwick	20+ years
Sam Greco III	15+ years	Steve Rousseau	30+ years
Tom Sedgwick	30+ years		

4. SAFETY

4.1 Does your company have a:

- Comprehensive Safety Program — Yes
- Corporate Safety Officer — Yes
- Project Safety Staff — Yes

4.2 Orientation Program for New Hires — Yes
Training Program for Foreman — Yes

5. LABOR RELATIONS, SHOP AND FIELD

Open Shop and
List all trades with whom you have contracts and/or working agreements.
Carpenters Local #370
Laborers Local #190
Painters DC 9

6. COMPLETE, IF APPLICABLE

A. Fabricating Shop Locations
MMC Millwork, 18 Industrial Park Rd., Troy, NY 12180
B. Outside Detailers Normally Used
N/A
C. Indicate approved Code work
AWI Quality standards

7. REFERENCES

7.1 Trade References:
Premium Plywood /Contact Ken Stefanik (518) 861-5492
L&W Building Supply/ Zack Zendran (518) 220-9387
Teal, Becker & Chiarmonte/John Teevan (518) 456-6663

7.2 Bank References:

BERKSHIRE BANK
41 State St.
Albany, N.Y. 12207
(518) 729-1417
Justin Priddle

Pioneer Bank
652 Albany Shaker Road
Albany N.Y. 12211
(518) 730-3905
Paul Ryan

7.3 Surety:

7.3.1 Name of Bonding Company
CNA Surety

7.3.2 Name and address of agent:
AMSURE Contact John Owens
12 Computer Dr. W
Albany, NY 12211
TEL: 518-458-1800

8. FINANCING

8.1 Financial Statement
Available upon award of contract.

8.1.2 Name of firm preparing financial statement and date thereof:

Teal, Becker, & Chairmonte
3 Washington Square
Albany, N.Y. 12205
John Teevan
Phone # (518) 456-6663

8.1.3 Is the attached financial statement for the identical organization named on page one?
N/A Upon award of Contract

9.PROJECT INFORMATION

Hometown Health Dental Facility
1108 State Street
Schenectady, NY 12304
Point of Contact: Tim Starr (518) 688-3432
Completion Date: 11/2/2023
Original Contract Amount: $4,377.000.00
Completed Cost: $4,610,682.00

Nicole's Catering
43 Railroad Avenue
Albany, NY 12205
Point of Contact: Margaret Carciobolo (518) 436-4952
Completion Date: 4/1/2023
Original Contract Amount: $1,677,472.00
Completed Cost: $1,949,249.16

NEETNY Control Center
13 Executive Park Drive
Halfmoon, NY 12065
Point of Contact: Paul Paglino (518) 930-7875
Completion Date: 3/26/2021
Original Contract Amount: $1,805.050.00
Completed Cost: $1,964,444.10

Current Projects Presently Under Construction:

Siemens Industries Rensselaer County 1701 7th Avenue Troy, NY 12180
Contract Dollar Amount $3,743,626.44
100% Complete

Siemens Industries Rensselaer County 1600 7th Avenue Troy, NY 12180
Contract Dollar Amount $7,941,285.90
99% Complete

Brad Rose Landscaping3609 River Road Rensselaer, NY 12144
Contract Dollar Amount $362,945.90
72% Complete

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	General Construction			Electrical			Plumbing			HVAC			Roof Repairs		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric				18%	10%	$ 98.00									
Aucore Electric				15%	20%	$ 93.40									
Debrino Construction	89%	20%	$ 120												
Sam Greco	58%	12%	NA												
LaCorte Electric				52%	18%	$ 113									
Titan Roofing													100%	25%	$ 150
Stilsing Electric				120%	20%	NA									
BPI Mechanical	200%	45%	$ 180	200%	45%	$ 180	20%	21%	$ 112	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric				50%	20%	$ 125									
CPS of Albany	15%	15%	$ 55.00												
Eckert Mechanical	65%	22%	$ 106				35%	24%	$ 105	30%	20%	$ 105			
Collette Mechanical	60%	24%	$ 125				20%	20%	$ 112	20%	19%	$ 112			

RFB#2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	Masonry			Boiler Repairs			Painting		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric									
Aucore Electric									
Debrino Construction	89%	20%	$ 120						
Sam Greco									
LaCorte Electric									
Titan Roofing									
Stilsing Electric									
BPI Mechanical	200%	45%	$ 180	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric									
CPS of Albany	15%	15%	$ 55.00				15%	15%	$ 55.00
Eckert Mechanical				60%	24%	$ 135			
Collette Mechanical									

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	Emegency Restoration			Waste Pipe Snaking			Carpet and Tile Cleaning			Commercial Door Mechanical Repair			Window Emgergency Glass Replacement		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
BPI Piping	200%	45%	$ 180	200%	45%	$ 180	200.0%	45.0%	$ 180	200.0%	45%	$ 180	200%	45%	$ 180
Collett Mechanical				40%	15%	$ 112									

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM
***PROJECTS UNDER THIS AGREEMENT ARE CAPPED AT A TOTAL COST OF $20,000**

Please fill in all information on both pages and
return to the requesting county representative for authorization to proceed.

1. **Department Requesting Contract:** _____

2. **Requesting County Representative:** _____ **Date:**_____
   (Please Print)

3. **Trade:** _____

4. **Contractor Name:** _____

   Address: _____

   _____

   Telephone # _____ **Fax #** _____

   Albany County Contract Number: _____

5. **Total price to be paid. <u>This must include ALL costs, including labor and materials</u>**

   Price, complete per specifications: $_____

7. **Start Date:** _____ **Projected Completion Date:** _____

Note: The above information will be used by the County to generate a purchase order for the goods and / or services described. Every effort should be made to provide a completed Project Quotation Form prior to providing services requested.

If you have any questions concerning this form
please call the Albany County Purchasing Division at (518) 447-7140.

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM

The following is a complete description of the goods and/or services to be rendered to Albany County as a result of this Quotation Form being accepted by the Requesting County Representative.

Project Address:_____

Project Scope: _____
_____
_____

Labor
Number of Employees Working on Job (_____)

_____ _____ _____
Current Prevailing Wage (Wage + Benefits) Markup % #of Hours Per Employee

Grand Total for Labor $_____

Materials
List the materials that will be utilized for this job including the quantities of each:

Item	Qty	List Price	%Markup	Item Total

Grand Total for materials $_____

Project total Cost (Labor + Materials) $_____

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

Albany County Request for Contract Approval

Contract #	2024-1933
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Wednesday, May 1, 2024
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Eckert Mechanical, LLC 1062 Central Ave, Albany, NY 12205
Estimated Amount	$99,000.00
Estimated Term	6/1/2024 to 5/31/2025 (Approximately 11 months)
Scope of Services	Secondary Emergency Boiler Repair Services.
Budget Line Item	AA1620 - 2 - 4046
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 30, 2024

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

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

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

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

The Department of General Services respectfully requests the approval of a Labor Agreement with Eckert Mechanical, LLC as the secondary vender for Emergency Boiler Repair services beginning June 1, 2024 through May 31, 2025 with a not to exceed total of $99,000.00

At the end of the initial one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: April 30, 2024

Re: RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS

I have reviewed the bids received for RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS. I recommend awarding the qualifying primary and secondary contracts as follows:

General Construction:	Primary CPS of Albany	Secondary Sam Greco
Electrical Repairs:	Primary Aucore Electric	Secondary McBain Electric
Plumbing Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
HVAC Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
Roofing Repairs:	Primary Titan Roofing	Secondary NA
Masonry Repairs:	Primary CPS of Albany	Secondary DeBrino Construction
Boiler Repairs:	Primary BPI Mechanical	Secondary Eckert Mechanical
Painting:	Primary CPS of Albany	Secondary NA

Secondary contracts will be utilized if the primary vender is unable to respond in a timely manner. Each contract will have a not to exceed cost of $99,000.00

There were no qualifying bids received for the remaining categories:

Carpet and Tile Cleaning
Commercial Door Mechanical Repair
Window Emergency Glass Replacement

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

DML:tas

DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissiner
General Services

FROM: Pamela O Neill Pamela
Purchasing Agent

DATE: May 1, 2024

RE: RFB#2024-044 Trade Labor Agreements

I am in receipt of your recommendation to award the aforementioned to following list of Primary and Secondary Trade Labor Agreement awards not to exceed $99,000.00

Trade	Primary	Secondary
General Construction	CPS of Albany	Sam Greco
Electrical Repairs	Aucore Electric	McBain Electric
Plumbing Repairs	Collette Mechanical	BPI Mechanical
HVAC Repairs	Collette Mechanical	BPI Mechanical
Roofing Repairs	Titan Roofing	
Masonry Repairs	CPS of Albany	DeBrino Construction
Boiler Repairs	BPI Piping	Eckert Mechanical
Painting	CPS of Albany	

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

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 3/28/2024 Number N/A

   (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: Stormwter 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) Not applicable

7. Communication concerning this Bid shall be addressed to:

   Russell Lincoln, President Eckert Mechanical, LLC

   1062 Central Avenue, Albany, NY 12205

   rlincoln@eckertmechanical.com

   Phone: (518) 459-4116

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

County of Albany
Request for Bids #2024-044
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form **The awarded bidders cannot subcontract the services to a third party unless authorized by the requesting department. Bidders should only submit a bid for the type of service that their company is experienced in performing.**

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction	65%	22%	$106.00
2	Electrical			
3	Plumbing	35%	24%	$105.00
4	HVAC	30%	20%	$105.00
5	Roof Repairs			
6	Masonry			
7	Boiler Repairs	60%	24%	$135.00
8	Painting			
9	Emergency Restoration and Refuse cleanup			
10	Waste Pipe Snaking and Cleaning			
11	Carpet and Tile Cleaning			
12	Commerical Door Mechanical Repair			
13	Window Emergency Glass Replacement			

Bidder Name: Eckert Mechanical, LLC

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

COMPANY: Eckert Mechanical, LLC

ADDRESS: 1062 Central Avenue

CITY, STATE, ZIP: Albany, NY 12205

TEL. NO.: (518) 459-4116

FAX NO.: (518) 459-1208

FEDERAL TAX ID NO.: 27-1557163

REPRESENTATIVE: Russell Lincoln, President

E-MAIL: rlincoln@eckertmechanical.com

SIGNATURE AND TITLE _____, President

DATE 03/28/2024

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

03/28/2024
Date

Eckert Mechanical, LLC
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 New York)
COUNTY OF Albany) **SS.:**

On this 28 day of March, 2024, before me personally appeared Russell Lincoln to me known, who, being by me sworn, did say that he resides at (give address) Lake George, New York; that he is the (give title) President of the (name of corporation) Eckert Mechanical, LLC, 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.

NICOLE C. TRIMBLE
Notary Public, State of New York
No. 01CA6135839
Qualified in Albany County
Commission Expires October 24, 2025

Notary Public, State of New York

Qualified in Albany County

Commission Expires 10-24-2025

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
Eckert Mechanical, LLC	a) FEIN # 27-1557163 b) DUNS # 788341451
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:	5. WEBSITE ADDRESS (if applicable) www.eckertmechanical.com

6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE	7. TELEPHONE NUMBER	8. FAX NUMBER
1062 Central Avenue Albany, NY 12205	(518) 459-4116	(518) 459-1208
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE

Name Russell Lincoln
Title President
Telephone Number (518) 459-4116
Fax Number (518) 459-1208
e-mail rlincoln@eckertmechanical.com

13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.

a) NAME Russell Lincoln	TITLE President/Owner	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No

15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:

a) An elected or appointed public official or officer? ☐ Yes ☒ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☒ No
List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.

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), AFFLITIATE 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? ***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.***	☐ Yes ☒ No
	b) file returns or pay New York State unemployment insurance? ***Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.***	☐ Yes ☒ No
	c) Property Tax *Indicate the years the vendor failed to file.*	☐ 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 OR 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 Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : 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.	☐ Yes ☒ No

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 # 27-1557163

State of: New York)
) ss:
County of: Albany)

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 ad 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 Eckert Mechanical, LLC

Address 1062 Central Avenue

City, State, Zip Albany, NY 12205

Signature of Owner

Printed Name of Signatory Russell Lincoln

Title President

Sworn before me this 28 day of March, 2024;

Notary Public

NICOLE C. TRIMBLE
Notary Public, State of New York
No. 01CA6135839
Qualified in Albany County
Commission Expires October 24, 2025

Nicole C. Trimble
Printed Name

Signature

03/28/2024
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

President
Title

03/28/2024
Date

Eckert Mechanical, LLC
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:

_____

Russell Lincoln

Signature

Russell Lincoln

Printed Name

President

Title

03/28/2024

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? 40 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. Please see attachment "A"

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.

Please see attachment "B"

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.

TBD

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.

USI Insurance Services - 855 Route 146, Suite 235 Clifton Park, NY (518) 514-3622

Key Bank - 66 S Pearl St. Albany, NY (518) 257-8702

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Please see the attached financial statement

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.

Eckert Mechanical, LLC
Correct Name of Bidder

(a) The business is a: LLC

(b) The address of principal place of business is: 1062 Central Avenue

Albany, NY 12205

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

Russell Lincoln, President/Owner

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.

Eckert Mechanical, LLC
Firm

Dated: 03/28/2024

By _____

Russell Lincoln, President
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

RFB #2024-044 Hourly Rate Agreements for Various Labor Trades

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: Eckert Mechanical, LLC

By: _____
(Signature)

Russell Lincoln
(Typed)

Title: President

Date: 03/28/2024

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Eckert Mechanical, LLC

NYS Vendor ID: 1100018009

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

1.	Agency/Owner RPI Nugent Hall Renovations			Award Date 7/21/2022	Amount $1,246,884.14	Date Completed 7/28/2023
	Contact Person William Bury, LeChase		Telephone No. 518-462-0227	Designer Architect and /or Design Engineer Architecture Plus		
	Contract No. 2233007.001	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable
2.	Agency/Owner OGS Project No. 46092-H Provide Exhaust Fans and Relocate Steam/Chilled Water Equipment			Award Date 9/29/2022	Amount $708,748.00	Date Completed 5/16/2023
	Contact Person Hatim El-Tilib, OGS EIC		Telephone No. 518-457-8203	Designer Architect and /or Design Engineer Sage Engineering Associates, LLP		
	Contract No. 46092-H	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable
3.	Agency/Owner State University Construction Fund – UAlbany Rehab Toilet Rooms for ADA			Award Date 10/14/2021	Amount $694,507.00	Date Completed 1/26/2024
	Contact Person Ben Boswell, AOW Associates, Inc.		Telephone No. 518-650-8963	Designer Architect and /or Design Engineer Dembling + Dembling Arch.		
	Contract No. 21071-22A	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable
4.	Agency/Owner FAGE USA Dairy Industry, Inc. – Locker Room Renovations			Award Date 4/18/2022	Amount $264,856.00	Date Completed 6/23/2023
	Contact Person Robert Wurz, Hayner Hoyt Corporation		Telephone No. 315-455-5941	Designer Architect and /or Design Engineer Webber/Smith Associates, Inc.		
	Contract No. 222115	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable
5.	Agency/Owner Troy Senior Center – City Station East Renovations			Award Date 6/16/2022	Amount $293,061.00	Date Completed 3/20/2023
	Contact Person Paul Mueller, Greco Construction		Telephone No. 518-465-1155	Designer Architect and /or Design Engineer QPK Design		
	Contract No. 221330.00	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Eckert Mechanical, LLC

NYS Vendor ID: 1100018009

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

6.	Agency/Owner OGS Project No. 47216-P Ten Eyck OB Rehab 5th Floor			Award Date 5/4/2023	Amount $232,269.00	Date Completed 1/12/2024
	Contact Person Eric Luft, OGS EIC		Telephone No. 518-474-8778	Designer Architect and /or Design Engineer MH Professional Engineering, PLLC		
	Contract No. 47216-P	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable
7.	Agency/Owner Siena College Cushing Townhouses Renovation Phase 1			Award Date 3/30/2023	Amount $233,187.00	Date Completed 8/18/2023
	Contact Person Erica McCarthy, LeChase		Telephone No. 518-806-9221	Designer Architect and /or Design Engineer WCGS Architects		
	Contract No. 2334002.007	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable
8.	Agency/Owner Walmart Store # 2234-238 General Remodel – Oneonta NY			Award Date 7/26/2023	Amount $149,427.00	Date Completed 1/5/2024
	Contact Person David Anderson, G.M. Crisalli & Associates, Inc.		Telephone No. 315-454-0000	Designer Architect and /or Design Engineer Massa Multimedia Architecture		
	Contract No. 2300428-C01	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable
9.	Agency/Owner Walmart Store # 2234-248 General Remodel – Rome NY			Award Date 7/26/2023	Amount $238,849.00	Date Completed 1/12/2024
	Contact Person David Anderson, G.M. Crisalli & Associates, Inc.		Telephone No. 315-454-0000	Designer Architect and /or Design Engineer Massa Multimedia Architecture		
	Contract No. 2300426-C2	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable
10.	Agency/Owner OGS Project No. 45723-C Roof Drain Replacement			Award Date 3/28/2022	Amount $33,258.00	Date Completed 1/24/2024
	Contact Person Marc Murray, VMJR Companies		Telephone No. 518-792-1128	Designer Architect and /or Design Engineer Bell & Spina Architects		
	Contract No. 22201-22A-00	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Eckert Mechanical, LLC **NYS Vendor ID:1100018009**

Question 3.1: List all current uncompleted construction contracts:

1.	Agency/Owner St. Johns Church 1 N. Market Street, Johnstown, NY 12095			Award Date 12/19/2022	Completion Date 3/22/2024
	Contact Person Brian Conlin, VMJR Companies	Telephone No. 518-796-1230	Designer Architect and /or Design Engineer C.T. Male Associates		
	Contract No. 21213-23A-00	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable
		Total Contract Amount $487,575.00	Amount Sublet to others $22,000.00	Uncompleted Amount $84,712.50	
2.	Agency/Owner SUNY UAlbany Paine and Zenger Renovations – HTHWS/R Installations			Award Date 8/23/2022	Completion Date 3/1/2024
	Contact Person David Shepard, Crisafulli Mechanical	Telephone No. 518-540-1782	Designer Architect and /or Design Engineer EYP Architecture & Engineering, PC		
	Contract No. 022078.08	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable
		Total Contract Amount $178,656.34	Amount Sublet to others $0	Uncompleted Amount $5,173.51	
3.	Agency/Owner US Army Corps of Engineers – Watervliet Arsenal Building 20 Renovation			Award Date 1/25/2023	Completion Date 10/25/2024
	Contact Person Shyamal Shah, Intercontinental Construction	Telephone No. 973-365-1555	Designer Architect and /or Design Engineer Burns and McDonnell		
	Contract No. 42220-ECK	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable
		Total Contract Amount $3,550,000.00	Amount Sublet to others $627,140.00	Uncompleted Amount $2,214,224.50	
4.	Agency/Owner County of Albany DPW Coeymans Subdivision – New Garage (Plumbing)			Award Date 3/1/2023	Completion Date 3/29/2024
	Contact Person Jason Preisner, Lamont Engineers	Telephone No. 518-234-4028	Designer Architect and /or Design Engineer Lamont Engineers, PC		
	Contract No. 4 – Plumbing (2020020)	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
		Total Contract Amount $146,736.00	Amount Sublet to others	Uncompleted Amount $34,102.70	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Eckert Mechanical, LLC **NYS Vendor ID:1100018009**

Question 3.1: List all current uncompleted construction contracts:

5.	Agency/Owner County of Albany DPW Knox Subdivision – New Garage (Plumbing & Mechanical)				Award Date 3/1/2023	Completion Date 3/29/2024
	Contact Person Jason Preisner, Lamont Engineers		Telephone No. 518-234-4028	Designer Architect and /or Design Engineer Lamont Engineers, PC		
	Contract No. 3 – HVAC & 4 - Plumbing	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable
			Total Contract Amount $427,511.00	Amount Sublet to others $76,746.00	Uncompleted Amount $95,426.75	
6.	Agency/Owner Stanford Heights Fire District – New Fire Station				Award Date 3/14/2023	Completion Date 4/1/2025
	Contact Person Katrina Pacheco, H2M Architects & Engineers		Telephone No. 518-765-5105	Designer Architect and /or Design Engineer H2M Architects & Engineers		
	Contract No. PC – Plumbing Contract	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable
			Total Contract Amount $522,645.00	Amount Sublet to others $39,450.00	Uncompleted Amount $396,727.25	
7.	Agency/Owner Our Lady of Mercy Live Center – HVAC Renovations				Award Date 5/22/2023	Completion Date 2/16/2024
	Contact Person Michael Spencer, Guth DeConzo		Telephone No. 518-266-9600	Designer Architect and /or Design Engineer Guth DeConzo		
	Contract No. 5748	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable
			Total Contract Amount $332,120.00	Amount Sublet to others $57,025.00	Uncompleted Amount $18,981.00	
8.	Agency/Owner City of Albany – Remodeling for 165/170 Henry Johnson Blvd.				Award Date 6/16/2023	Completion Date 5/31/2024
	Contact Person Melissa Ellwanger, Synthesis Architects		Telephone No. 518-370-1576	Designer Architect and /or Design Engineer Synthesis Architects, LLP		
	Contract No. #3 & #4 Plumbing/HVAC	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable
			Total Contract Amount $610,243.00	Amount Sublet to others $225,559.50	Uncompleted Amount $396,710.55	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Eckert Mechanical, LLC **NYS Vendor ID:1100018009**

Question 3.1: List all current uncompleted construction contracts:

9.	Agency/Owner County of Saratoga – Saratoga County Airport FBO Terminal Phase 2				Award Date 12/12/2023	Completion Date 5/15/2025
	Contact Person Tim Hanke, LeChase Construction		Telephone No. 518-831-9705	Designer Architect and /or Design Engineer Fennick McCredie Architecture		
	Contract No. 2334027.008	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable
			Total Contract Amount $2,315,000.00	Amount Sublet to others $1,214,250.00	Uncompleted Amount $2,248,120.00	
10.	Agency/Owner General Services Administration – Leo O'Brien FHWA & FMCSA Office Renovations				Award Date 12/19/2023	Completion Date 11/18/2024
	Contact Person Stephen Thomas – S.J. Thomas Co. Inc.		Telephone No. 315-472-5288	Designer Architect and /or Design Engineer NK Bhandari		
	Contract No. Plumbing & HVAC	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
			Total Contract Amount $975,586.00	Amount Sublet to others $661,895.00	Uncompleted Amount $949,366.00	

Grand Total All Uncompleted Contracts	**$6,443,544.76**

ECKERT MECHANICAL, LLC

ALBANY, NEW YORK

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022 AND 2021

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LUTZ, SELIG & ZERONDA, CPAs, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors and Members
Eckert Mechanical, LLC
Albany, New York

We have reviewed the accompanying financial statements of Eckert Mechanical, LLC (a New York Limited Liability Company) which comprise the balance sheets as of December 31, 2022 and 2021 and the related statements of income, members' equity and cash flow for the years then ended, and the related notes to the financial statements A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Eckert Mechanical, LLC to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, the Company has changed it method of accounting for operating leases as of January 1, 2022 due to the adoption of ASU 2016-02, Leases (Topic 842).

Lutz, Selig & Zeronda, CPAs, L.L.P.

Latham, New York
February 3, 2023

33 Century Hill Drive, Latham, NY 12110 ❖ tel: (518) 783-7200 ❖ fax: (518) 783-7385
420 Lexington Avenue, Suite 300, New York, NY 10170 ❖ tel: (212) 297-6204
3748 State Hwy 30, Amsterdam, NY 12010 ❖ tel: (518) 773-2267 ❖ fax: (518) 773-2273
www.lutzseligzeronda.com

ECKERT MECHANICAL, LLC

BALANCE SHEETS
DECEMBER 31, 2022 AND 2021

	2022	2021
ASSETS		
CURRENT ASSETS:		
Cash (Note 1)	$ 1,200,967	$ 1,911,613
Accounts receivables (Notes 1 and 2)	1,680,732	1,842,082
Inventory (Note 1)	2,500	3,800
Contact assets (Notes 1 and 3)	382,837	694,335
Other current assets	211,147	213,014
Total current assets	$ 3,478,183	$ 4,664,844
PROPERTY AND EQUIPMENT (Notes 1 and 4)	169,844	198,721
TOTAL ASSETS	**$ 3,648,027**	**$ 4,863,565**
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 375,552	$ 731,615
Contract liabilities (Notes 1 and 3)	507,554	595,540
Paycheck protection program payable (Note 11)	-	765,715
Accrued expenses and other current liabilities	74,849	197,622
Total current liabilities	$ 957,955	$ 2,290,492
COMMITMENTS AND CONTINGENCIES (Note 7)		
MEMBERS' EQUITY	2,690,072	2,573,073
TOTAL LIABILITIES AND MEMBERS' EQUITY	**$ 3,648,027**	**$ 4,863,565**

See independent accountants' review report and notes to financial statements.

ECKERT MECHANICAL, LLC

STATEMENTS OF INCOME AND MEMBERS' EQUITY
YEARS ENDED DECEMBER 31, 2022 AND 2021

	2022	2021
Revenue	$ 9,293,969	$ 13,012,905
Cost of revenue	7,946,759	11,030,356
Gross profit	$ 1,347,210	$ 1,982,549
Operating expenses	1,127,647	881,043
Income from operations	$ 219,563	$ 1,101,506
Other income	766,028	993,595
NET INCOME	**$ 985,591**	**$ 2,095,101**
Members' equity - beginning	2,573,073	1,030,972
Members' distributions	(868,592)	(553,000)
MEMBERS' EQUITY - END	**$ 2,690,072**	**$ 2,573,073**

See independent accountants' review report and notes to financial statements.

ECKERT MECHANICAL, LLC

STATEMENTS OF CASH FLOW
YEARS ENDED DECEMBER 31, 2022 AND 2021

	2022	2021
CASH FLOW FROM OPERATING ACTIVITIES:		
Net income	$ 985,591	$ 2,095,101
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	68,084	58,594
Gain on disposal of assets	-	(13,450)
Paycheck protection program forgiveness	(765,715)	(765,715)
Changes in operating assets and liabilities:		
(Increase) decrease in:		
Accounts receivable	161,350	698,706
Inventory	1,300	-
Contract assets	311,498	(72,625)
Other current assets	1,867	(188,134)
Increase (decrease) in:		
Accounts payable	(356,063)	97,370
Contracts liabilities	(87,986)	(372,959)
Due to affiliated companies	-	(534,932)
Accrued expenses and other current liabilities	(122,773)	108,625
Net cash provided by operating activities	$ 197,153	$ 1,110,581
CASH FLOW FROM INVESTING ACTIVITIES:		
Purchase of property and equipment	$ (39,207)	$ (81,572)
Proceeds from sale of property and equipment	-	13,450
Net cash applied to investing activities	$ (39,207)	$ (68,122)
CASH FLOW FROM FINANCING ACTIVITIES:		
Proceeds from paycheck protection program	$ -	$ 765,715
Members' distributions	(868,592)	(553,000)
Net cash provided by (applied to) investing activities	$ (868,592)	$ 212,715
NET INCREASE (DECREASE) IN CASH	$ (710,646)	$ 1,255,174
CASH - BEGINNING	1,911,613	656,439
CASH - END	**$ 1,200,967**	**$ 1,911,613**
SUPPLEMENTAL DISCLOSURES OF CASH INFORMATION:		
Cash paid during the year:		
Interest	$ 430	$ -

See independent accountants' review report and notes to financial statements.

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a) Business Activity

The Company is in the maintenance, service and construction of HVAC building systems and equipment business in Northeastern New York. As such, the Company grants credit to its customers, most of whom are located in this area.

b) Management's Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Due to the nature of the work required to be performed on many of the Company's performance obligations, the estimation of total revenue and cost at completion is complex, subject to many variables and requires significant judgment. As a significant change in one or more of these estimates could affect the profitability of the Company's contracts, the Company reviews and updates the Company's contract-related estimates regularly through a company-wide disciplined project review process in which management reviews the progress and execution of the Company's performance obligations and the estimate at completion. As part of this process, management reviews information including, but not limited to, any outstanding key contract matters, progress towards completion and the related program schedule and the related changes in estimates of revenues and costs. Management must make assumptions and estimates regarding labor productivity and availability, the complexity of the work to be performed, the cost and availability of materials, the performance of subcontractors, and the availability and timing of funding from the customer, among other variables. Actual results could differ from those estimates. These differences may be material.

c) Concentration of Credit Risk

Financial instruments which potentially subject the Company to a concentration of credit risk principally consist of cash and accounts receivable. The Company maintains cash balances with major financial institutions which at times exceed the federally insured limit. In addition, the Company grants credit to its customers. The risk of loss with respect to contract receivable is the balance owed at the time of default as the Company does not generally require collateral.

d) Cash

For purposes of the statements of cash flow, the Company considers all highly liquid debt instruments purchased with a maturity of 3 months or less to be cash.

e) Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis; thus accounts receivable do not bear interest, although a finance charge may be applied to receivables that are past due. Accounts receivables are periodically evaluated for collectability based on past credit history with customers and their current financial condition. The Company charges off accounts receivable when it becomes apparent based upon age or customer circumstances that amounts will not be collected. An allowance for doubtful accounts has not been provided, as it is management's opinion that losses, if any would not be material to the financial statements.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

f) Inventory

Inventory is stated at the lower of cost (first in – first out) or net realizable value. Net realizable value is the estimated selling price in the ordinary course of business, less reasonably predictable cost of completion, disposal, and transportation.

g) Property and Equipment

Property and equipment are recorded at cost. Renewals and betterments of property are accounted for as additions to asset accounts. Repairs and maintenance charges are expensed as incurred. Depreciation is provided on the straight-line method for financial reporting and income tax purposes. Estimated useful lives are 5 to 15 years for autos, office furniture, equipment, and leasehold improvements.

h) Income Taxes

The Company has elected to be treated as a Limited Liability Company under the Internal Revenue Code and the New York State Corporation Tax Law. Under these elections, the income, generally, is taxed directly to the members.

Accounting standards prescribe a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. These standards also provide guidance on de-recognition of tax benefits, classification on the balance sheet, interest, and penalties, accounting in interim periods, disclosure, and transition.

The Company has evaluated any uncertain tax positions and related income tax contingencies and determined uncertain positions, if any, are not material to the financial statements. Penalties and interest assessed by taxing authorities are included in operating expenses, if incurred.

The Company is no longer subject to examination by federal and state taxing authorities for years prior to December 31, 2019.

i) Pass-Through Entity Tax

The Tax Cuts and Job Act of 2017 limited an individual's state and local tax deduction to $10,000, on their federal income tax return. In response, certain states have explored pass-through entity tax workarounds. In November 2020, the Internal Revenue Service provided guidance to allow a state deduction at the pass-through entity level. Each state's workaround is unique and creates complexities in the entity's accounting for the pass-through entity tax. New York State enacted the Pass-Through Entity Tax Act ("PTET") effective for tax years beginning on or after January 1, 2021. PTET allows pass-through entities to elect to pay the New York State tax due on the members' allocation of taxable income of the Company.

The Company made the PTET election for years ended December 31, 2022 and 2021. Taxes paid and accrued related to PTET on behalf of its members are reported as distributions and included in members' equity for the years ended December 31, 2022 and 2021.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

j) Revenue Recognition

The Company enters into contracts with its clients that contain various types of pricing provisions, including fixed price and time-and materials. The Company recognizes revenues in accordance with ASU 2014-09, Revenue from Contracts with Customer, codified as ASC Topic 606 and the related amendments (collectively "ASC 606"). As such, the Company identifies a contract with a customer, identifies the performance obligations in the contract, determines the transaction price, allocates the transaction price to each performance obligation in the contract and recognizes revenues when (or as) the Company satisfies a performance obligation. The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring goods and services to the customer. The consideration promised in a contract with a customer may include both fixed amounts and variable amounts (e.g., bonuses/incentives, penalties/liquidated damages, returns) to the extent that it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved. We estimate the amount of variable consideration at the most likely amount to which we expect to be entitled. Our estimates of variable consideration are based on our assessment of legal enforceability, anticipated performance and any other information (historical, current or forecasted) that is reasonably available to us.

The Company provides quality of workmanship warranties to customers that are included in the sale and are not priced or sold separately or do not provide customers with a service in addition to assurance of compliance with agreed-upon specifications and industry standards. The Company does not consider these types of warranties to be separate performance obligations.

Contracts are often modified to account for changes in contract specifications and requirements. The Company considers contract modifications to exist when the modification either creates new rights or obligations or changes the existing enforceable rights or obligations. The Company's contract modifications are for goods or services that are not distinct from existing contracts due to the significant integration provided in the context of the contract and are accounted for as if they were part of the original contract. The effect of a contract modification that is not distinct from the existing contract on the transaction price and the Company's measure of progress for the performance obligation to which it relates is recognized as an adjustment to revenue (either as an increase in or a reduction of revenue) on a cumulative catch-up basis.

k) Advertising

Advertising costs are expensed as incurred.

l) Sales Tax

States impose a sales tax on all of the Company's sales to non-exempt customers. The Company collects that sales tax and remits the entire amount to the State. Sales taxes collected and remitted to the State are excluded from revenue and cost of sales.

m) Reclassification

Certain amounts from the prior year have been reclassified to conform to the current year's presentation.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

n) Adoption of a New Accounting Standard

Effective January 1, 2022, the Company adopted the provisions of Accounting Standards Update ("ASU") 2016-02, "Leases," which created a new Topic 842 within the Accounting Standards Codification. Topic 842 established the core principle that a lessee should recognize the assets, representing rights-of-use, and liabilities to make lease payments, which arise from leases.

The Company has also elected not to apply the requirements of 842 Leases to short-term operating leases, but will instead recognize lease payments as expense on a straight line basis over the lease term.

o) Subsequent Events

The Company has evaluated subsequent events through February 3, 2023, which is the date the financial statements were available to be issued. There are no material subsequent events which require recognition or disclosure.

2) ACCOUNTS RECEIVABLE

Accounts receivable consist of the following:

	2022	2021
Completed contracts	$ 82,329	$ 265,313
Uncompleted contracts	1,322,427	1,125,705
Trade	275,976	451,064
ACCOUNTS RECEIVABLE	**$ 1,680,732**	**$ 1,842,082**

3) CONTRACT ASSETS AND LIABILITIES

Contract assets include amounts due under retainage provisions and costs and estimated earnings in excess of billings on uncompleted contracts.

A summary of the Company's contract assets consists of the following as of:

	2022	2021
Retainage receivable	$ 357,561	$ 623,001
Costs and estimated earnings in excess of billings	25,276	71,334
CONTRACT ASSETS	**$ 382,837**	**$ 694,335**

Retainage, included in contract assets, represents amounts withheld from billings to the Company's clients pursuant to provisions in the contracts and may not be paid to the Company until specific tasks are completed or the project is completed and, in some instances, for even longer periods.

Costs and estimated earnings in excess of billings on uncompleted contracts represent the excess of contract costs and profits over the amount of contract billings to date and are classified as a current asset.

Contract liabilities consist of amounts owed under retainage provisions and advance payments and billings in excess of revenue recognized and deferred revenue.

A summary of the Company's contract liabilities consists of the following as of:

	2022	2021
Retainage payable	$ -	$ (2,848)
Billings in excess of costs and estimated earnings	(507,554)	(592,692)
CONTRACT LIABILITIES	**$ (507,554)**	**$ (595,540)**

Retainage, included in contract liabilities, represents amounts invoiced to the Company by subcontractors where payments have been partially withheld pursuant to provisions in the contracts and may not be paid by the Company until specific tasks are completed or the project is completed, retainage has been collected from clients and, in some instances, for even longer periods.

Billings in excess of costs and estimated earnings represent the excess of contract billings to date over the amount of contract revenue recognized to date. The balance may fluctuate depending on the timing of contract billings and the recognition of contract revenue.

4) PROPERTY AND EQUIPMENT

A schedule of property and equipment is as follows:

	2022	2021
Leasehold improvements	$ 5,776	$ 5,776
Equipment	146,422	146,422
Autos and trucks	323,451	378,313
Furniture and fixtures	29,814	29,814
Totals	$ 505,463	$ 560,325
Less accumulated depreciation	335,619	361,604
PROPERTY AND EQUIPMENT	**$ 169,844**	**$ 198,721**

Depreciation expense was $68,084 and $58,594 for the years ended December 31, 2022 and 2021.

5) RELATED PARTY TRANSACTIONS

The Company purchases management and administrative services from an affiliate. Costs of these services included in operations were $60,000 for the years ended December 31, 2022 and 2021.

The Company rents its office and warehouse facilities from an affiliate under a month-to-month lease. Total rent paid to the affiliate was $31,680 for the years ended December 31, 2022 and 2021.

6) CONTRACT BACKLOG

A summary of the Company's contract backlog information is as follows:

	2022	2021
Beginning balance	$ 3,689,272	$ 3,992,362
Additional contract revenue entered into during the year:		
Contract adjustments and change orders	262,359	6,656,118
New contracts	6,143,875	4,312,928
Totals	$ 10,095,506	$ 14,961,408
Contract revenue earned during year	(7,367,395)	(11,272,136)
ENDING BALANCE	**$ 2,728,111**	**$ 3,689,272**

The Company did not enter into any additional contract revenue from January 1, 2023, thru February 3, 2023.

7) COMMITMENTS AND CONTINGENCIES

The Company has a $150,000 working capital line of credit expiring September 16, 2023, of which $150,000 was unused at December 31, 2022. Advances on this credit line are payable on demand and bear interest equal to the Adjusted Daily SOFR Index (4.3% at December 31, 2022) plus .10 percentage points, plus 3% marginal rate. The line is guaranteed by SRI Fire Sprinkler, LLC.

8) ADVERTISING

Advertising expense was $4,085 and $2,831 for the years ended December 31, 2022 and 2021.

9) EMPLOYEES' PENSION, PROFIT SHARING AND RETIREMENT FUNDS

The Company contributes to a multi-employer defined benefit plan under the terms of a collective-bargaining agreement that covers its union-represented employees. The risks of participating in these multi-employer plans are different from single-employer plans in the following aspects:

a) Assets contributed to the multi-employer plan by one employer may be used to provide benefits to employees of other participating employers.
b) If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers.
c) If the Company chooses to stop participating in some of its multi-employer plans, the Company may be required to pay those plans an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

The Company's participation in the plan for the annual periods ended December 31, 2021 and 2020 is outlined in the table below. Unless otherwise noted, the most recent Pension Protection Act (PPA) zone status available in 2021 and 2020 is for the plan's year-end at May 31, 2021 and May 31, 2020 respectively. The zone status is based on information that the Company received from the plans and is certified by the plans' actuaries as one of the five categories based on, among other factors, the funded status of the plan. Plan zone categories are as follows:

(D) Critical and Declining Status (Deep Red Zone) - (1) the plan is in critical status and (2) the plan actuary projects the plan will become insolvent within the current year or within either the next 14 years or the next 19 years, as specified in law.

(C) Critical Status (Red Zone) – the plan is generally less than 65 percent funded.

(S) Seriously Endangered Status (Orange Zone) – (1) the plan is in endangered status and (2) the plan has a funding deficiency in the current year or is projected to have one in the next six years.

(E) Endangered Status (Yellow Zone) – the plan is generally less than 80 percent funded.

(N) Not Endangered or Critical Status (Green Zone) – the plan is at least 80 percent funded.

EMPLOYEE's PENSION, PROFIT SHARING AND RETIREMENT FUNDS PLANS (Cont.)

The "FIP/RP Status Pending/Implemented" row indicates plans for which a financial improvement plan (FIP) or a rehabilitation plan (RP) is either pending or has been implemented.

Employer Identification Number	91-2055384
Pension Protection Act zone status:	
2021	N-Green
2020	N-Green
FIP/RP Status pending / implemented	Yes
Contributions by the Company:	
2022	$ 920,206
2021	516,881
2020	429,421
Surcharge imposed	No
Expiration date of collective bargaining agreement	4/30/2023

There have been no significant changes that affect the comparability of the contributions for the years ended December 31, 2022 and 2021.

The Company has an Internal Revenue Service approved contributory profit-sharing plan covering substantially all of its nonunion employees. Contributions to the profit-sharing plan are at the discretion of the Board of Directors. The Company also contributes 4% of compensation to a 401(k) plan subject to Internal Revenue Service limitations. Total combined contributions to the plans were $43,485 and $39,807 for the years ended December 31, 2022 and 2021.

10) EMPLOYEE RETENTION CREDIT

The Employee Retention Credit (ERC) is a fully refundable tax credit against employer's portion of Social Security taxes withheld on qualified wages, the credit is available for up to 50% of qualified wages paid to employees from March 12, 2020, through December 31, 2020 and 70% of qualified wages paid to employees from January 1, 2021 through September 30, 2021. The Company substantially met criteria for the credit for the year ended December 31, 2021, and a credit in the amount of $212,924 is included in other income.

11) PAYCHECK PROTECTION PROGRAM LOANS

In April 2020, the Company received a federally guaranteed loan in the amount of $765,715, under the Paycheck Protection Program (PPP) established pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). In March 2021, the Company received a Paycheck Protection Program Second Draw Loan (PPP2) of $765,715 under the Consolidated Appropriation Act, 2021. The Company used the funds in compliance with federal regulations, applied for forgiveness and both loans have been forgiven. Loan forgiveness income is reflected in other income (expense) in the accompanying statement of income and members' equity.

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	General Construction			Electrical			Plumbing			HVAC			Roof Repairs		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric				18%	10%	$ 98.00									
Aucore Electric				15%	20%	$ 93.40									
Debrino Construction	89%	20%	$ 120												
Sam Greco	58%	12%	NA												
LaCorte Electric				52%	18%	$ 113									
Titan Roofing													100%	25%	$ 150
Stilsing Electric				120%	20%	NA									
BPI Mechanical	200%	45%	$ 180	200%	45%	$ 180	20%	21%	$ 112	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric				50%	20%	$ 125									
CPS of Albany	15%	15%	$ 55.00												
Eckert Mechanical	65%	22%	$ 106				35%	24%	$ 105	30%	20%	$ 105			
Collette Mechanical	60%	24%	$ 125				20%	20%	$ 112	20%	19%	$ 112			

RFB#2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	Masonry			Boiler Repairs			Painting		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric									
Aucore Electric									
Debrino Construction	89%	20%	$ 120						
Sam Greco									
LaCorte Electric									
Titan Roofing									
Stilsing Electric									
BPI Mechanical	200%	45%	$ 180	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric									
CPS of Albany	15%	15%	$ 55.00				15%	15%	$ 55.00
Eckert Mechanical				60%	24%	$ 135			
Collette Mechanical									

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	Emegency Restoration			Waste Pipe Snaking			Carpet and Tile Cleaning			Commercial Door Mechanical Repair			Window Emgergency Glass Replacement		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
BPI Piping	200%	45%	$ 180	200%	45%	$ 180	200.0%	45.0%	$ 180	200.0%	45%	$ 180	200%	45%	$ 180
Collett Mechanical				40%	15%	$ 112									

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM
***PROJECTS UNDER THIS AGREEMENT ARE CAPPED AT A TOTAL COST OF $20,000**

Please fill in all information on both pages and
return to the requesting county representative for authorization to proceed.

1. **Department Requesting Contract:** _____

2. **Requesting County Representative:** _____ **Date:**_____
   (Please Print)

3. **Trade:** _____

4. **Contractor Name:** _____

   Address: _____

   _____

   Telephone # _____ **Fax #** _____

   Albany County Contract Number: _____

5. **Total price to be paid. This must include ALL costs, including labor and materials**

   Price, complete per specifications: $_____

7. **Start Date:** _____ **Projected Completion Date:** _____

Note: The above information will be used by the County to generate a purchase order for the goods and / or services described. Every effort should be made to provide a completed Project Quotation Form prior to providing services requested.

If you have any questions concerning this form
please call the Albany County Purchasing Division at (518) 447-7140.

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM

The following is a complete description of the goods and/or services to be rendered to Albany County as a result of this Quotation Form being accepted by the Requesting County Representative.

Project Address:_____

Project Scope: _____
_____
_____

Labor
Number of Employees Working on Job (_____)

_____ _____ _____
Current Prevailing Wage (Wage + Benefits) Markup % #of Hours Per Employee

Grand Total for Labor $_____

Materials
List the materials that will be utilized for this job including the quantities of each:

Item	Qty	List Price	%Markup	Item Total

Grand Total for materials $_____

Project total Cost (Labor + Materials) $_____

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

Albany County Request for Contract Approval

Contract #	2024-1934
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Wednesday, May 1, 2024
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	BPI Mechanical, Inc. 95 Hudson River Road, Waterford, NY 12188
Estimated Amount	$99,000.00
Estimated Term	6/1/2024 to 5/31/2025 (Approximately 11 months)
Scope of Services	Secondary Emergency Plumbing Services.
Budget Line Item	AA1620 - 2 - 4046
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 30, 2024

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

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

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

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

The Department of General Services respectfully requests the approval of a Labor Agreement with BPI Mechanical Inc. as the secondary vender for Emergency Plumbing Repair services beginning June 1, 2024 through May 31, 2025 with a not to exceed total of $99,000.00

At the end of the initial one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: April 30, 2024

Re: RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS

I have reviewed the bids received for RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS. I recommend awarding the qualifying primary and secondary contracts as follows:

General Construction:	Primary CPS of Albany	Secondary Sam Greco
Electrical Repairs:	Primary Aucore Electric	Secondary McBain Electric
Plumbing Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
HVAC Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
Roofing Repairs:	Primary Titan Roofing	Secondary NA
Masonry Repairs:	Primary CPS of Albany	Secondary DeBrino Construction
Boiler Repairs:	Primary BPI Mechanical	Secondary Eckert Mechanical
Painting:	Primary CPS of Albany	Secondary NA

Secondary contracts will be utilized if the primary vender is unable to respond in a timely manner. Each contract will have a not to exceed cost of $99,000.00

There were no qualifying bids received for the remaining categories:

Carpet and Tile Cleaning
Commercial Door Mechanical Repair
Window Emergency Glass Replacement

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

DML:tas

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

DANIEL P. McCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissiner
General Services

FROM: Pamela O Neill Pamela
Purchasing Agent

DATE: May 1, 2024

RE: RFB#2024-044 Trade Labor Agreements

I am in receipt of your recommendation to award the aforementioned to following list of Primary and Secondary Trade Labor Agreement awards not to exceed $99,000.00

Trade	Primary	Secondary
General Construction	CPS of Albany	Sam Greco
Electrical Repairs	Aucore Electric	McBain Electric
Plumbing Repairs	Collette Mechanical	BPI Mechanical
HVAC Repairs	Collette Mechanical	BPI Mechanical
Roofing Repairs	Titan Roofing	
Masonry Repairs	CPS of Albany	DeBrino Construction
Boiler Repairs	BPI Piping	Eckert Mechanical
Painting	CPS of Albany	

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

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: Stormwter 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) Not applicable

7. Communication concerning this Bid shall be addressed to:

   BPI Mechanical Service
   Daniel Keating, President

   Phone: 518-326-8450

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

County of Albany
Request for Bids #2024-044
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form **The awarded bidders cannot subcontract the services to a third party unless authorized by the requesting department. Bidders should only submit a bid for the type of service that their company is experienced in performing.**

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction	200	45	180
2	Electrical	200	45	180
3	Plumbing	20	21	112
4	HVAC	20	21	112
5	Roof Repairs	200	45	180
6	Masonry	200	45	180
7	Boiler Repairs	20	21	112
8	Painting	200	45	180
9	Emergency Restoration and Refuse cleanup	200	45	180
10	Waste Pipe Snaking and Cleaning	200	45	180
11	Carpet and Tile Cleaning	200	45	180
12	Commerical Door Mechanical Repair	200	45	180
13	Window Emergency Glass Replacement	200	45	180

Bidder Name: BPI Mechanical Service

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

COMPANY: BPI Mechanical Service

ADDRESS: 95 Hudson River Rd.

CITY, STATE, ZIP: Waterford, NY 12188

TEL. NO.: 518-326-8450

FAX NO.: 518-326-8435

FEDERAL TAX ID NO.: 46-0951581

REPRESENTATIVE: Daniel Keating

E-MAIL: danke@bpimechanicalservice.com

SIGNATURE AND TITLE _____, President

DATE 3/27/24

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

3/27/24
Date

BPI Mechanical Service
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 New York)
COUNTY OF Saratoga) **SS.:**

On this 27th day of March, 2024, before me personally appeared Daniel Keating to me known, who, being by me sworn, did say that he resides at (give address) Ballston Lake, New York; that he is the (give title) President of the (name of corporation) BPI Mechanical Service, 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.

SERANIE V. PETUSKE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE6445404
Qualified in Saratoga County
My Commission Expires 12-19-2026

Notary Public, State of New York

Qualified in Saratoga County

Commission Expires 12-19-2026

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 _____

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

State of: New York)
) ss:
County of: Saratoga)

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 ad 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 BPI Mechanical Service

Address 95 Hudson River Rd.

City, State, Zip Waterford, NY 12188

Signature of Owner

Printed Name of Signatory Daniel Keating

Title President

Sworn before me this 27th day of March, 2024.

Notary Public

Seranie Petuske
Printed Name

Signature

3/27/24
Date

SERANIE V. PETUSKE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE6445404
Qualified in Saratoga County
My Commission Expires 12-19-2026

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

BPI Mechanical Service
Company Name

3/27/24
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: _____

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

Daniel Keating

Printed Name

President

Title

3/27/24

Date

BPI MECHANICAL SERVICE, INC.

95 HUDSON RIVER RD.
WATERFORD, NY 12188
(518) 326-8450 PH. (518) 326-8435 FAX

SERVICE CUSTOMER REFERENCES

1- ALBANY CITY SCHOOL DISTRICT
270 CENTRAL AVE.
ALBANY, NY
(518) 462-7323
CHILLERS, AC UNITS, BOILER, PUMPS, AIR HANDLERS, PLUMBING, BOILER

2- MIKE BRASSARD
CHARTER/TIME WARNER CABLE
1101 HIGH BRIDGE RD.
SCHENECTADY, NY
GENERAL CONSTRUCTION, AC UNITS, HEATERS, COMPUTER ROOM AC UNITS, ETC.

3- JOHN ALIX
ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
112 STATE ST.
ALBANY, NY
518 447-5512
PLUMBING, BOILER, CHILLERS, COOLING TOWERS, PACKAGE UNITS, SPLITS, BOILERS

4- HUDSON VALLEY COLLEGE
RICH EDWARDS
VANDENBURGH RD.
TROY, NY 12180
INDUSTRIAL/HEAVY COMMERCIAL AC/HEATING EQUIPMENT

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? 11 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. Attached

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.

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.

Saratoga National

United Refrigeration

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

attached

assets 3.2 Mil

Liabilities 800 K

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.

BPI Mechanical Service
Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 95 Hudson River Rd.

Waterford, NY 12188.

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

Daniel Keating, President / Owner

Joseph Burniche, Owner

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.

BPI Mechanical Service
Firm

Dated: 3/27/28

By _____

Daniel Keating, President
(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: BPI Mechanical Service

By: _____
(Signature)

Daniel Keating
(Typed)

Title: President

Date: 3/27/24

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:

☑ PRIME CONTRACTOR

2. VENDOR'S LEGAL BUSINESS NAME	3. IDENTIFICATION NUMBERS
BPI Mechanical Service	a) FEIN # 46-0951581 b) DUNS # 080413291
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
95 Hudson River Rd. Waterford, NY 12188	(518) 326-8450	(518) 326-8435
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE

Name Daniel Keating
Title President
Telephone Number 326-8450
Fax Number 326-8435
e-mail dank@bpimechanicalservice.com

13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.

a) NAME Daniel Keating	TITLE Owner/President	b) NAME	TITLE
c) NAME Joseph Burniche	TITLE Owner	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? ☐ Yes ☑ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☑ No
List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.

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), AFFLITIATE 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; ☐ Yes ☑ No

2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;

3. entered into an agreement to a voluntary exclusion from bidding/contracting;

4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;

5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;

6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;

7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;

8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or

9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.

b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ 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? ☐ Yes ☑ No

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."

18. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:

a) file returns or pay any applicable federal, state or city taxes? ☐ Yes ☑ No
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.

b) file returns or pay New York State unemployment insurance? ☐ Yes ☑ No
Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.

c) Property Tax ☐ Yes ☑ No
Indicate the years the vendor failed to file.

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 OR THE DATE OF FILING? ☐ Yes ☑ No

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.

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 Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. ☐ Yes ☑ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : 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.	☐ Yes ☑ No

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.

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	General Construction			Electrical			Plumbing			HVAC			Roof Repairs		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric				18%	10%	$ 98.00									
Aucore Electric				15%	20%	$ 93.40									
Debrino Construction	89%	20%	$ 120												
Sam Greco	58%	12%	NA												
LaCorte Electric				52%	18%	$ 113									
Titan Roofing													100%	25%	$ 150
Stilsing Electric				120%	20%	NA									
BPI Mechanical	200%	45%	$ 180	200%	45%	$ 180	20%	21%	$ 112	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric				50%	20%	$ 125									
CPS of Albany	15%	15%	$ 55.00												
Eckert Mechanical	65%	22%	$ 106				35%	24%	$ 105	30%	20%	$ 105			
Collette Mechanical	60%	24%	$ 125				20%	20%	$ 112	20%	19%	$ 112			

RFB#2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	Masonry			Boiler Repairs			Painting		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric									
Aucore Electric									
Debrino Construction	89%	20%	$ 120						
Sam Greco									
LaCorte Electric									
Titan Roofing									
Stilsing Electric									
BPI Mechanical	200%	45%	$ 180	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric									
CPS of Albany	15%	15%	$ 55.00				15%	15%	$ 55.00
Eckert Mechanical				60%	24%	$ 135			
Collette Mechanical									

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	Emegency Restoration			Waste Pipe Snaking			Carpet and Tile Cleaning			Commercial Door Mechanical Repair			Window Emgergency Glass Replacement		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
BPI Piping	200%	45%	$ 180	200%	45%	$ 180	200.0%	45.0%	$ 180	200.0%	45%	$ 180	200%	45%	$ 180
Collett Mechanical				40%	15%	$ 112									

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM
***PROJECTS UNDER THIS AGREEMENT ARE CAPPED AT A TOTAL COST OF $20,000**

Please fill in all information on both pages and
return to the requesting county representative for authorization to proceed.

1. **Department Requesting Contract:** _____

2. **Requesting County Representative:** _____ **Date:**_____
   (Please Print)

3. **Trade:** _____

4. **Contractor Name:** _____

   Address: _____

   _____

   Telephone # _____ **Fax #** _____

   Albany County Contract Number: _____

5. **Total price to be paid. <u>This must include ALL costs, including labor and materials</u>**

   Price, complete per specifications: $_____

7. **Start Date:** _____ **Projected Completion Date:** _____

Note: The above information will be used by the County to generate a purchase order for the goods and / or services described. Every effort should be made to provide a completed Project Quotation Form prior to providing services requested.

If you have any questions concerning this form
please call the Albany County Purchasing Division at (518) 447-7140.

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM

The following is a complete description of the goods and/or services to be rendered to Albany County as a result of this Quotation Form being accepted by the Requesting County Representative.

Project Address:_____

Project Scope: _____
_____
_____

Labor
Number of Employees Working on Job (_____)

_____ _____ _____
Current Prevailing Wage (Wage + Benefits) Markup % #of Hours Per Employee

Grand Total for Labor $_____

Materials
List the materials that will be utilized for this job including the quantities of each:

Item	Qty	List Price	%Markup	Item Total

Grand Total for materials $_____

Project total Cost (Labor + Materials) $_____

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

Albany County Request for Contract Approval

Contract #	2024-1935
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Wednesday, May 1, 2024
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	BPI Mechanical, Inc. 95 Hudson River Road, Waterford, NY 12188
Estimated Amount	$99,000.00
Estimated Term	6/1/2024 to 5/31/2025 (Approximately 11 months)
Scope of Services	Secondary Emergency HVAC Repair Services.
Budget Line Item	AA1620 - 2 - 4046
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 30, 2024

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

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

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

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

The Department of General Services respectfully requests the approval of a Labor Agreement with BPI Mechanical Inc. as the secondary vender for Emergency HVAC Repair services beginning June 1, 2024 through May 31, 2025 with a not to exceed total of $99,000.00

At the end of the initial one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: April 30, 2024

Re: RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS

I have reviewed the bids received for RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS. I recommend awarding the qualifying primary and secondary contracts as follows:

General Construction:	Primary CPS of Albany	Secondary Sam Greco
Electrical Repairs:	Primary Aucore Electric	Secondary McBain Electric
Plumbing Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
HVAC Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
Roofing Repairs:	Primary Titan Roofing	Secondary NA
Masonry Repairs:	Primary CPS of Albany	Secondary DeBrino Construction
Boiler Repairs:	Primary BPI Mechanical	Secondary Eckert Mechanical
Painting:	Primary CPS of Albany	Secondary NA

Secondary contracts will be utilized if the primary vender is unable to respond in a timely manner. Each contract will have a not to exceed cost of $99,000.00

There were no qualifying bids received for the remaining categories:

Carpet and Tile Cleaning
Commercial Door Mechanical Repair
Window Emergency Glass Replacement

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

DML:tas

DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissiner
General Services

FROM: Pamela O Neill Pamela
Purchasing Agent

DATE: May 1, 2024

RE: RFB#2024-044 Trade Labor Agreements

I am in receipt of your recommendation to award the aforementioned to following list of Primary and Secondary Trade Labor Agreement awards not to exceed $99,000.00

Trade	Primary	Secondary
General Construction	CPS of Albany	Sam Greco
Electrical Repairs	Aucore Electric	McBain Electric
Plumbing Repairs	Collette Mechanical	BPI Mechanical
HVAC Repairs	Collette Mechanical	BPI Mechanical
Roofing Repairs	Titan Roofing	
Masonry Repairs	CPS of Albany	DeBrino Construction
Boiler Repairs	BPI Piping	Eckert Mechanical
Painting	CPS of Albany	

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

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: Stormwter 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) Not applicable

7. Communication concerning this Bid shall be addressed to:

BPI Mechanical Service

Daniel Keating, President

Phone: 518-326-8450

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

County of Albany
Request for Bids #2024-044
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form **The awarded bidders cannot subcontract the services to a third party unless authorized by the requesting department. Bidders should only submit a bid for the type of service that their company is experienced in performing.**

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction	200	45	180
2	Electrical	200	45	180
3	Plumbing	20	21	112
4	HVAC	20	21	112
5	Roof Repairs	200	45	180
6	Masonry	200	45	180
7	Boiler Repairs	20	21	112
8	Painting	200	45	180
9	Emergency Restoration and Refuse cleanup	200	45	180
10	Waste Pipe Snaking and Cleaning	200	45	180
11	Carpet and Tile Cleaning	200	45	180
12	Commerical Door Mechanical Repair	200	45	180
13	Window Emergency Glass Replacement	200	45	180

Bidder Name: BPI Mechanical Service

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

COMPANY: BPI Mechanical Service

ADDRESS: 95 Hudson River Rd.

CITY, STATE, ZIP: Waterford, NY 12188

TEL. NO.: 518-326-8450

FAX NO.: 518-326-8435

FEDERAL TAX ID NO.: 46-0951581

REPRESENTATIVE: Daniel Keating

E-MAIL: danko@bpimechanicalservice.com

SIGNATURE AND TITLE _____, President

DATE 3/27/24

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

D. [illegible]
Signature

President
Title

3/27/24
Date

BPI Mechanical Service
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 New York)
COUNTY OF Saratoga) **SS.:**

On this 27th day of March, 2024, before me personally appeared Daniel Keating to me known, who, being by me sworn, did say that he resides at (give address) Ballston Lake, New York; that he is the (give title) President of the (name of corporation) BPI Mechanical Service, 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.

SERANIE V. PETUSKE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE6445404
Qualified in Saratoga County
My Commission Expires 12-19-2026

Notary Public, State of New York

Qualified in Saratoga County

Commission Expires 12-19-2026

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 _____

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

State of: New York)
) ss:
County of: Saratoga)

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 ad 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 BPI Mechanical Service

Address 95 Hudson River Rd.

City, State, Zip Waterford, NY 12188

Signature of Owner

Printed Name of Signatory Daniel Keating

Title President

Sworn before me this 27th day of March, 2024

Notary Public

SERANIE V. PETUSKE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE6445404
Qualified in Saratoga County
My Commission Expires 12-19-2026

Seranie Petuske
Printed Name

Signature

3/27/24
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

President
Title

BPI Mechanical Service
Company Name

3/27/24
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: _____

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

Daniel Keating

Printed Name

President

Title

3/27/24

Date

BPI MECHANICAL SERVICE, INC.

95 HUDSON RIVER RD.
WATERFORD, NY 12188
(518) 326-8450 PH. (518) 326-8435 FAX

SERVICE CUSTOMER REFERENCES

1- ALBANY CITY SCHOOL DISTRICT
270 CENTRAL AVE.
ALBANY, NY
(518) 462-7323
CHILLERS, AC UNITS, BOILER, PUMPS, AIR HANDLERS, PLUMBING, BOILER

2- MIKE BRASSARD
CHARTER/TIME WARNER CABLE
1101 HIGH BRIDGE RD.
SCHENECTADY, NY
GENERAL CONSTRUCTION, AC UNITS, HEATERS, COMPUTER ROOM AC UNITS, ETC.

3- JOHN ALIX
ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
112 STATE ST.
ALBANY, NY
518 447-5512
PLUMBING, BOILER, CHILLERS, COOLING TOWERS, PACKAGE UNITS, SPLITS, BOILERS

4- HUDSON VALLEY COLLEGE
RICH EDWARDS
VANDENBURGH RD.
TROY, NY 12180
INDUSTRIAL/HEAVY COMMERCIAL AC/HEATING EQUIPMENT

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? 11 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. Attached

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.

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.

Saratoga National
United Refrigeration

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

attached

assets 3.2 Mil

Liabilities 800 K

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.

BPI Mechanical Service
Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 95 Hudson River Rd.
Waterford, NY 12188.

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

Daniel Keating, President / Owner
Joseph Burniche, Owner

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.

BPI Mechanical Service
Firm

Dated: 3/27/28

By _____

Daniel Keating, President
(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: BPI Mechanical Service

By: _____
(Signature)

Daniel Keating
(Typed)

Title: President

Date: 3/27/24

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:

☑ PRIME CONTRACTOR

2. VENDOR'S LEGAL BUSINESS NAME	3. IDENTIFICATION NUMBERS
BPI Mechanical Service	a) FEIN # 46-0951581 b) DUNS # 080413291
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
95 Hudson River Rd. Waterford, NY 12188	(518) 326-8450	(518) 326-8435
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE

Name Daniel Keating
Title President
Telephone Number 326-8450
Fax Number 326-8435
e-mail dank@bpimechanicalservice.com

13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.

a) NAME Daniel Keating	TITLE Owner/President	b) NAME	TITLE
c) NAME Joseph Burniche	TITLE Owner	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? ☐ Yes ☑ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☑ No
List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.

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), AFFLITIATE 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? ***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.***	☐ Yes ☑ No
	b) file returns or pay New York State unemployment insurance? ***Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.***	☐ Yes ☑ No
	c) Property Tax *Indicate the years the vendor failed to file.*	☐ 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 OR 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 Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☑ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : 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.	☐ Yes ☑ No

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.

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS

TABULATION OF BIDS OPENED

Vendor	General Construction			Electrical			Plumbing			HVAC			Roof Repairs		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric				18%	10%	$ 98.00									
Aucore Electric				15%	20%	$ 93.40									
Debrino Construction	89%	20%	$ 120												
Sam Greco	58%	12%	NA												
LaCorte Electric				52%	18%	$ 113									
Titan Roofing													100%	25%	$ 150
Stilsing Electric				120%	20%	NA									
BPI Mechanical	200%	45%	$ 180	200%	45%	$ 180	20%	21%	$ 112	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric				50%	20%	$ 125									
CPS of Albany	15%	15%	$ 55.00												
Eckert Mechanical	65%	22%	$ 106				35%	24%	$ 105	30%	20%	$ 105			
Collette Mechanical	60%	24%	$ 125				20%	20%	$ 112	20%	19%	$ 112			

RFB#2024-044 HOURLY RATE TRADE LABOR AGREEMENTS

TABULATION OF BIDS OPENED

Vendor	Masonry			Boiler Repairs			Painting		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric									
Aucore Electric									
Debrino Construction	89%	20%	$ 120						
Sam Greco									
LaCorte Electric									
Titan Roofing									
Stilsing Electric									
BPI Mechanical	200%	45%	$ 180	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric									
CPS of Albany	15%	15%	$ 55.00				15%	15%	$ 55.00
Eckert Mechanical				60%	24%	$ 135			
Collette Mechanical									

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS

TABULATION OF BIDS OPENED

Vendor	Emegency Restoration			Waste Pipe Snaking			Carpet and Tile Cleaning			Commercial Door Mechanical Repair			Window Emgergency Glass Replacement		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
BPI Piping	200%	45%	$ 180	200%	45%	$ 180	200.0%	45.0%	$ 180	200.0%	45%	$ 180	200%	45%	$ 180
Collett Mechanical				40%	15%	$ 112									

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM
***PROJECTS UNDER THIS AGREEMENT ARE CAPPED AT A TOTAL COST OF $20,000**

Please fill in all information on both pages and
return to the requesting county representative for authorization to proceed.

1. **Department Requesting Contract:** _____

2. **Requesting County Representative:** _____ **Date:**_____
   (Please Print)

3. **Trade:** _____

4. **Contractor Name:** _____

   Address: _____

   _____

   Telephone # _____ **Fax #** _____

   Albany County Contract Number: _____

5. **Total price to be paid. This must include ALL costs, including labor and materials**

   Price, complete per specifications: $_____

7. **Start Date:** _____ **Projected Completion Date:** _____

Note: The above information will be used by the County to generate a purchase order for the goods and / or services described. Every effort should be made to provide a completed Project Quotation Form prior to providing services requested.

If you have any questions concerning this form
please call the Albany County Purchasing Division at (518) 447-7140.

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM

The following is a complete description of the goods and/or services to be rendered to Albany County as a result of this Quotation Form being accepted by the Requesting County Representative.

Project Address:_____

Project Scope: _____
_____
_____

Labor
Number of Employees Working on Job (_____)

_____ _____ _____
Current Prevailing Wage (Wage + Benefits) Markup % #of Hours Per Employee

Grand Total for Labor $_____

Materials
List the materials that will be utilized for this job including the quantities of each:

Item	Qty	List Price	%Markup	Item Total

Grand Total for materials $_____

Project total Cost (Labor + Materials) $_____

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 30, 2024

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

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

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

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

The Department of General Services respectfully requests the approval of a Labor Agreement with DeBrino Caulking Associates, Inc. as the secondary vender for Emergency Masonry Repair services beginning June 1, 2024 through May 31, 2025 with a not to exceed total of $99,000.00

At the end of the initial one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: April 30, 2024

Re: RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS

I have reviewed the bids received for RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS. I recommend awarding the qualifying primary and secondary contracts as follows:

General Construction:	Primary CPS of Albany	Secondary Sam Greco
Electrical Repairs:	Primary Aucore Electric	Secondary McBain Electric
Plumbing Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
HVAC Repairs:	Primary Collette Mechanical	Secondary BPI Mechanical
Roofing Repairs:	Primary Titan Roofing	Secondary NA
Masonry Repairs:	Primary CPS of Albany	Secondary DeBrino Construction
Boiler Repairs:	Primary BPI Mechanical	Secondary Eckert Mechanical
Painting:	Primary CPS of Albany	Secondary NA

Secondary contracts will be utilized if the primary vender is unable to respond in a timely manner. Each contract will have a not to exceed cost of $99,000.00

There were no qualifying bids received for the remaining categories:

Carpet and Tile Cleaning
Commercial Door Mechanical Repair
Window Emergency Glass Replacement

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

DML:tas

DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissiner
General Services

FROM: Pamela O Neill Pamela
Purchasing Agent

DATE: May 1, 2024

RE: RFB#2024-044 Trade Labor Agreements

I am in receipt of your recommendation to award the aforementioned to following list of Primary and Secondary Trade Labor Agreement awards not to exceed $99,000.00

Trade	Primary	Secondary
General Construction	CPS of Albany	Sam Greco
Electrical Repairs	Aucore Electric	McBain Electric
Plumbing Repairs	Collette Mechanical	BPI Mechanical
HVAC Repairs	Collette Mechanical	BPI Mechanical
Roofing Repairs	Titan Roofing	
Masonry Repairs	CPS of Albany	DeBrino Construction
Boiler Repairs	BPI Piping	Eckert Mechanical
Painting	CPS of Albany	

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

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
N/A	N/A

   (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: Stormwter 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) Not applicable

7. Communication concerning this Bid shall be addressed to:

   Richard Farnan

   _____

   _____

   Phone: 518-732-7234

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

County of Albany
Request for Bids #2024-044
Hourly Rate Agreements for Various Labor Trades

Bid Proposal Form **The awarded bidders cannot subcontract the services to a third party unless authorized by the requesting department. Bidders should only submit a bid for the type of service that their company is experienced in performing.**

Item	Labor Category	Labor: % Mark Up over NYS Prevailing Rate	Materials: % Mark Up over Vendor Invoice	Hourly rate for any work which does not fall under the NYS Prevailing Rate Laws
1	General Construction	89%	20%	$120.00
2	Electrical	N/A	N/A	N/A
3	Plumbing	N/A	N/A	N/A
4	HVAC	N/A	N/A	N/A
5	Roof Repairs	N/A	N/A	N/A
6	Masonry	89%	20%	$120.00
7	Boiler Repairs	N/A	N/A	N/A
8	Painting	N/A	N/A	N/A
9	Emergency Restoration and Refuse cleanup	N/A	N/A	N/A
10	Waste Pipe Snaking and Cleaning	N/A	N/A	N/A
11	Carpet and Tile Cleaning	N/A	N/A	N/A
12	Commerical Door Mechanical Repair	N/A	N/A	N/A
13	Window Emergency Glass Replacement	N/A	N/A	N/A

Bidder Name: DeBrino Caulking Associates, Inc.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hourly Rate Agreements for Various Trade Labor**
Bid Number: **2024-044**

COMPANY: DeBrino Caulking Associates, Inc.

ADDRESS: 1304 RTE 9

CITY, STATE, ZIP: Castleton, NY 12033

TEL. NO.: 518-732-7234

FAX NO.: 518-732-1306

FEDERAL TAX ID NO.: 14-1588127

REPRESENTATIVE: Richard Farnan

E-MAIL: Rfarnan@debrino.com

SIGNATURE AND TITLE Estimator/Project Manager

DATE March 27, 2024

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

N. Wrath
Signature

Corporate Secretary
Title

March 27, 2024
Date

DeBrino Caulking Associates, Inc.
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 New York)
COUNTY OF Rensselaer) **SS.:**

On this 27 day of March, 2024, before me personally appeared Nicole Wendelken to me known, who, being by me sworn, did say that he resides at (give address) Stephentown, NY; that he is the (give title) controller of the (name of corporation) Debano Caulking Associates, 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.

MICHELLE L GRENON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GR6408787
Qualified in Rensselaer County
My Commission Expires 9/14/2024

Michelle L Grenon

Notary Public, State of New York

Qualified in Rensselaer County

Commission Expires 9/14/2024

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 DeBrino Caulking Associates, Inc.	3. IDENTIFICATION NUMBERS a) FEIN # 14-1588127 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 1304 RTE 9 Castleton, NY 12033	7. TELEPHONE NUMBER 518-732-7234	8. FAX NUMBER 518-732-1306
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above* S/A	10. TELEPHONE NUMBER	11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE

Name Richard Farnan
Title Estimator
Telephone Number 518-732-7234
Fax Number 518-732-1306
e-mail Rfarnan@debrino.com

13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.

a) NAME Lewis P. Houghtaling III	TITLE President	b) NAME Nicole Wendelken	TITLE Corporate Secretary
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? ☐ Yes ☒ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☒ No
List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.

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), AFFLITIATE 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? ***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.***	☐ Yes ☒ No
	b) file returns or pay New York State unemployment insurance? ***Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.***	☐ Yes ☒ No
	c) Property Tax *Indicate the years the vendor failed to file.*	☐ 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 OR 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 Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : 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.	☐ Yes ☒ No

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: New York)
) ss:
County of: Rensselaer)

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 ad 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 DeBrino Caulking Associates, Inc.

Address 1304 RTE 9

City, State, Zip Castleton, NY 12033

Signature of Owner Lewis P. Houghtaling III

Printed Name of Signatory Lewis P. Houghtaling III

Title President

Sworn before me this 27 day of March, 2024

Notary Public

MICHELLE L GRENON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GR6408787
Qualified in Rensselaer County
My Commission Expires 9/14/2024

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.

R. Wrellh
Signature

Corporate Secretary
Title

March 27, 2024
Date

DeBrino Caulking Associates, Inc.
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: DeBrino Caulking Associates, Inc.

Address: 1304 RTE 9 Castleton, NY 12033

Phone Number(s): 518-732-7234

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):

To be Determined

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

To be Determined

N. Wendelken

Signature

Nicole Wendelken

Printed Name

Corporate Secretary

Title

March 27, 2024

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? 46 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. Masonry Repairs and Miantenance at Various OGS Locations - Ramona Pierce - 518-473-0027

Contract Amount $ 4,042,528.03 Completed Cost- 4,042,528.01

Completion Date- June 2021

2. State University Of New York at Albany, Tower Facade Repairs -Bob Morawski 518-422-3435

Contract Amount $856,589.00 Completed Cost - $843,652.50

Completion Date- August , 2023

3. CDPC Structure Repair P2 Parking Garage - Peter Church 518-257-3000

Contract Amount - $1,131,560.00 Completed Cost - 1,471,261.00

Completion Amount - 7/2023

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.

   Masonry Replacement & Restoration 501 Broadway 1% $1,472,074.00

   Provide Structural Repairs Sheridan Hollow Parking Facility -25% -$5,767,943.00

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.

   TD Bank - Eric Ryan - 518- 786-2523

   Rose & Kiernan Inc. - Kevin Garrity - 518-244-4245

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.

    DeBrino Caulking Associates, Inc.
    Correct Name of Bidder

    (a) The business is a: Corporation

    (b) The address of principal place of business is: 1304 RTE 9 Castleton, NY 12033

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

    Lewis P. Houghtaling III - President

    Nicole Wendelken - Corporate Secretary

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.

DeBrino Caulking Associates, Inc.
Firm

Dated: March 27, 2024

By N. Wendelken

Nicole Wendelken
(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: DeBrino Caulking Associates, Inc.

By: N Wendelken
(Signature)

Nicole Wendelken
(Typed)

Title: Corporate Secretary

Date: March 27, 2024

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	General Construction			Electrical			Plumbing			HVAC			Roof Repairs		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric				18%	10%	$ 98.00									
Aucore Electric				15%	20%	$ 93.40									
Debrino Construction	89%	20%	$ 120												
Sam Greco	58%	12%	NA												
LaCorte Electric				52%	18%	$ 113									
Titan Roofing													100%	25%	$ 150
Stilsing Electric				120%	20%	NA									
BPI Mechanical	200%	45%	$ 180	200%	45%	$ 180	20%	21%	$ 112	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric				50%	20%	$ 125									
CPS of Albany	15%	15%	$ 55.00												
Eckert Mechanical	65%	22%	$ 106				35%	24%	$ 105	30%	20%	$ 105			
Collette Mechanical	60%	24%	$ 125				20%	20%	$ 112	20%	19%	$ 112			

RFB#2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	Masonry			Boiler Repairs			Painting		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
MCBain Electric									
Aucore Electric									
Debrino Construction	89%	20%	$ 120						
Sam Greco									
LaCorte Electric									
Titan Roofing									
Stilsing Electric									
BPI Mechanical	200%	45%	$ 180	20%	21%	$ 112	200%	45%	$ 180
Harold Clune Electric									
CPS of Albany	15%	15%	$ 55.00				15%	15%	$ 55.00
Eckert Mechanical				60%	24%	$ 135			
Collette Mechanical									

RFB 2024-044 HOURLY RATE TRADE LABOR AGREEMENTS
TABULATION OF BIDS OPENED

Vendor	Emegency Restoration			Waste Pipe Snaking			Carpet and Tile Cleaning			Commercial Door Mechanical Repair			Window Emgergency Glass Replacement		
	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR	Labor MarkUp	Mateials Markup	Hourly for non-PR
BPI Piping	200%	45%	$ 180	200%	45%	$ 180	200.0%	45.0%	$ 180	200.0%	45%	$ 180	200%	45%	$ 180
Collett Mechanical				40%	15%	$ 112									

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM
***PROJECTS UNDER THIS AGREEMENT ARE CAPPED AT A TOTAL COST OF $20,000**

Please fill in all information on both pages and
return to the requesting county representative for authorization to proceed.

1. **Department Requesting Contract:** _____

2. **Requesting County Representative:** _____ **Date:**_____
   (Please Print)

3. **Trade:** _____

4. **Contractor Name:** _____

   Address: _____

   _____

   Telephone # _____ **Fax #** _____

   Albany County Contract Number: _____

5. **Total price to be paid. <u>This must include ALL costs, including labor and materials</u>**

   Price, complete per specifications: $_____

7. **Start Date:** _____ **Projected Completion Date:** _____

Note: The above information will be used by the County to generate a purchase order for the goods and / or services described. Every effort should be made to provide a completed Project Quotation Form prior to providing services requested.

If you have any questions concerning this form
please call the Albany County Purchasing Division at (518) 447-7140.

COUNTY OF ALBANY
RFB #2024-XXX - HOURLY RATE AGREEMENTS
FOR VARIOUS LABOR TRADES

PROJECT QUOTATION FORM

The following is a complete description of the goods and/or services to be rendered to Albany County as a result of this Quotation Form being accepted by the Requesting County Representative.

Project Address:_____

Project Scope: _____
_____
_____

Labor
Number of Employees Working on Job (_____)

_____ _____ _____
Current Prevailing Wage (Wage + Benefits) Markup % #of Hours Per Employee

Grand Total for Labor $_____

Materials
List the materials that will be utilized for this job including the quantities of each:

Item	Qty	List Price	%Markup	Item Total

Grand Total for materials $_____

Project total Cost (Labor + Materials) $_____

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

_____ _____
Contractor Representative- Signature Date

_____
Contractor Representative- Name (Printed)

Albany County Request for Contract Approval

Contract #	2024-1936
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Wednesday, May 1, 2024
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	DeBrino Caulking Associates, Inc. 1304 RTE 9, Castleton, NY 12033
Estimated Amount	$99,000.00
Estimated Term	6/1/2024 to 5/31/2025 (Approximately 11 months)
Scope of Services	Secondary Emergency Masonry Repair Services.
Budget Line Item	AA1620 - 2 - 4046
Fiscal Impact	County: 100.00% State: 0.00% Federal: 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

Joanne Cunningham,
Chairwoman
Albany County Legislature