

Albany County Request for Contract Approval

Contract #	2024-2258
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	A3110 - Sheriff
Date Submitted	Wednesday, August 28, 2024
Contact Person	Harris, Tina
Contact Phone	+1 5184875435
Vendor Info	John W. Danforth Company 5 Liebich Lane, Clifton Park, NY 12065
Estimated Amount	\$49,999.00
Estimated Term	1/1/2025 to 12/31/2027
Scope of Services	HVAC preventative maintenance and emergency services for Sheriff's 911 Tower, Patrol Station & Rensselaerville Station.
Budget Line Item	AA3110 - 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: August 28, 2024

To: Contract Administration Board (CAB)

From: Michael S. Monteleone, Executive Undersheriff

Subject: RFB-2024-066 HVAC Preventative Maintenance & Emergency Service

Briefly, this request is to enter into an Agreement between Albany County Sheriff's Office and John W. Danforth Company to perform preventative maintenance and any emergency services for the Sheriff's 911 Tower, Patrol and Rensselaerville Station that may incur for our heating, ventilation and air conditioning system. This Agreement is for a Three (3) Year term. Facility staff reviewed the bid tabulation and John W. Danforth Company was the lowest vendor to submit a bid.

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: August 28, 2024
To: Pamela O'Neill, Purchasing Agent
From: Michael S, Monteleone, Executive Undersheriff
Subject: HVAC Preventive Maintenance – RFB # 2024-066

We have reviewed the bid tabulation for the above referenced services and have no objection with the selection of vendors listed below as all were the lowest vendor to submit a bid.

Sheriff's E911 Center Olive Street – Eckert Mechanical - \$3,485.00/per year (3years)

NTE 19,999

Sheriff's EMS & Ambulance: ESCO – \$1,640.00/per year (3 Years)

NTE 19,999

Sheriff's All 911 Tower: JW Danforth - \$4,273.00/per year (3 Years)

Sheriff's Patrol Station: JW Danforth - \$2,328.00/per year (3 Years)

Sheriff Rensselaerville Station: JW Danforth - \$1,179.00/per year (3 Years)

NTE 49,999



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: Michael S. Monteleone, Executive Undersheriff
Sheriff's Department

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: August 28, 2024

RE: RFB #2024-066, HVAC Preventative Maintenance and Emergency Service,
All 911 Towers, Patrol Station, Rensselaerville Station

I am in receipt of your recommendation to award the aforementioned to JW Danforth in the amount of \$49,999.00.

As JW Danforth is the lowest responsible and responsive bidder, I concur with your recommendation.

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

RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
	Location						
1	Office Building HVAC	\$ 19,865.00	\$ 19,875.00	NO BID	NO BID	\$ 28,050.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00			\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00			\$ 233.00	
2	Office Building Boilers	\$ 4,397.00	\$ 5,420.00	NO BID	\$ 4,064.00	\$ 16,750.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	
3	Office Building Chillers	NO BID	\$ 16,850.00	NO BID	NO BID	\$ 13,569.00	NO BID
	Standard Rate		\$ 106.00			\$ 204.00	
	OT Rate		\$ 145.00			\$ 239.00	
4	Office Building 5th Floor	\$ 3,972.00	\$ 4,575.00	NO BID	\$ 3,240.00	\$ 7,250.00	\$ 4,300.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	\$ 194.00
5	Mercantile Building HVAC	\$ 9,550.00	\$ 9,875.00	\$ 14,100.00	\$ 11,640.00	NO BID	\$ 8,900.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
6	Mercantile Building Boilers	\$ 1,480.00	\$ 3,400.00	NO BID	\$ 2,253.00	NO BID	\$ 4,300.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00

RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
7	Health/Mental Health Complex 175 Green St.	\$ 4,436.00	\$ 4,850.00	\$ 4,100.00	\$ 5,773.00	NO BID	\$ 5,400.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
8	Mental Health/ Board of Elections 224, 250, 260 S. Pearl St.	\$ 2,700.00	\$ 4,545.00	\$ 4,200.00	\$ 3,800.00	NO BID	\$ 7,200.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
9	Cooperative Extension HVAC	\$ 2,132.00	\$ 1,950.00	\$ 1,800.00	\$ 3,333.00	NO BID	\$ 3,000.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
10	Social Services HVAC	\$ 16,810.00	\$ 12,510.00	\$ 13,800.00	\$ 25,553.00	NO BID	\$ 16,200.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
11	Social Services Boilers	\$ 2,370.00	\$ 2,600.00	NO BID	\$ 2,368.00	NO BID	\$ 3,100.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
12	Judicial Building HVAC	\$ 9,130.00	\$ 8,900.00	NO BID	\$ 13,720.00	\$ 42,880.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	

**RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation**

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
13	Judicial Building Chillers	NO BID	\$ 23,375.00	NO BID	NO BID	\$ 23,241.00	NO BID
	Standard Rate		\$ 106.00		\$ 143.75	\$ 204.00	
	OT Rate		\$ 145.00		\$ 180.50	\$ 239.00	
14	Court House HVAC	\$ 20,110.00	\$ 20,485.00	NO BID	\$ 24,467.00	NO BID	NO BID
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		
15	Famiy Court HVAC	\$ 5,474.00	\$ 5,420.00	NO BID	\$ 8,733.00	NO BID	\$ 8,000.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
16	Family Court Boilers	\$ 2,895.00	\$ 3,200.00	NO BID	\$ 2,933.00	NO BID	\$ 4,000.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
17	Hall of Records HVAC	\$ 2,183.00	\$ 2,350.00	\$ 2,300.00	\$ 6,067.00	NO BID	\$ 6,000.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
18	Shaker Place HVAC	\$ 16,310.00	\$ 15,280.00	NO BID	NO BID	NO BID	NO BID
	Standard Rate	\$ 103.00	\$ 106.00				
	OT Rate	\$ 145.00	\$ 145.00				
19	Hockey Facility HVAC	\$ 3,610.00	\$ 3,485.00	NO BID	\$ 2,957.00	NO BID	\$ 7,900.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00

**RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation**

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
20	Hockey Facility Dehumidification	NO BID	\$ 3,850.00	NO BID	\$ 2,453.00	NO BID	NO BID
	Standard Rate		\$ 106.00		\$ 143.75		
	OT Rate		\$ 145.00		\$ 180.50		
21	Hockey Facility Chillers	NO BID	\$ 12,575.00	NO BID	NO BID	NO BID	NO BID
	Standard Rate		\$ 106.00		\$ 143.75		
	OT Rate		\$ 145.00		\$ 180.50		
22	Correctional Facility HVAC	NO BID	\$ 6,580.00	NO BID	NO BID	\$ 8,320.00	NO BID
	Standard Rate		\$ 106.00			\$ 204.00	
	OT Rate		\$ 145.00			\$ 239.00	
23	Sheriff's E911 449 New Salem Road Emergency Center HVAC	NO BID	\$ 2,285.00	\$ 1,120.00	\$ 2,520.00	NO BID	\$ 1,300.00
	Standard Rate		\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate		\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
24	Sheriff's E911 Center 26 Olive Street HVAC	\$ 3,770.00	\$ 3,485.00	NO BID	\$ 3,832.00	NO BID	\$ 6,700.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
25	Sheriff's All 911 Tower Locations HVAC	\$ 5,700.00	\$ 4,285.00	NO BID	\$ 4,273.00	NO BID	\$ 4,300.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00

**RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation**

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
26	Sheriff's EMS & Ambulance HVAC	\$ 1,840.00	\$ 2,275.00	\$ 1,640.00	\$ 1,887.00	NO BID	\$ 2,200.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
27	Sheriff 's Patrol Station Clarksville HVAC	\$ 3,960.00	\$ 3,285.00	NO BID	\$ 2,328.00	NO BID	\$ 10,600.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
28	Sheriff Rensselaerville Station HVAC	\$ 1,690.00	\$ 1,725.00	NO BID	\$ 1,179.00	NO BID	\$ 2,700.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
29	Public Works Main Shop & Engineering HVAC	\$ 4,332.00	\$ 1,250.00	NO BID	\$ 1,081.00	NO BID	\$ 5,700.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
30	Public Works All Subdivisions HVAC	\$ 3,600.00	\$ 2,875.00	NO BID	\$ 4,087.00	NO BID	\$ 4,400.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
31	Water Purification North Plant HVAC	\$ 624.00	\$ 1,875.00	\$ 660.00	\$ 790.00	NO BID	\$ 1,400.00

RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation

Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
32 Water Purification South Plant HVAC	\$ 917.00	\$ 1,950.00	\$ 325.00	\$ 757.00	NO BID	\$ 1,875.00
Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
Repair Material Markup Over Contractors Cost %	20.00%	21.00%	25.00%	20.00%	30.00%	20.00%

Albany County Request for Contract Approval

Contract #	2024-2259
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	A3150 - Correctional Facility
Date Submitted	Wednesday, August 28, 2024
Contact Person	Harris, Tina
Contact Phone	+1 5184875435
Vendor Info	Eckert Mechanical LLC 1062 Central Avenue , Albany, NY 12205
Estimated Amount	\$49,999.00
Estimated Term	1/1/2025 to 12/31/2027
Scope of Services	HVAC Preventative Maintenance and Emergency Services for the Correctional Facility.
Budget Line Item	AA3150 - 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



MICHAEL S. MONTELEONE
UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

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

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: August 28, 2024

To: Contract Administration Board (CAB)

From: Michael J. Lyons, Superintendent

Subject: RFB-2024-066 HVAC Preventative Maintenance & Emergency Service

Briefly, this request is to enter into an Agreement between Albany County Correctional Facility and Eckert Mechanical LLC. to preform preventative maintenance and any emergency services the facility may incur for our heating, ventilation and air conditioning system. This Agreement is for a Three (3) Year term. Facility staff reviewed the bid tabulation and Eckert Mechanical was the lowest vendor to submit a bid.



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

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

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: August 27, 2024

To: Pamela O'Neill, Purchasing Agent

From: Michael J. Lyons, Superintendent

Subject: HVAC Preventive Maintenance – RFB # 2024-066

Facility staff has solicited and reviewed the bid tabulation for the above referenced services and have no objection with the selection of Eckert Mechanical, the low vendor to submit a bid.

\$6,580.00/per year (3 years)

NTE 49,999.00

RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
	Location						
1	Office Building HVAC	\$ 19,865.00	\$ 19,875.00	NO BID	NO BID	\$ 28,050.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00			\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00			\$ 233.00	
2	Office Building Boilers	\$ 4,397.00	\$ 5,420.00	NO BID	\$ 4,064.00	\$ 16,750.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	
3	Office Building Chillers	NO BID	\$ 16,850.00	NO BID	NO BID	\$ 13,569.00	NO BID
	Standard Rate		\$ 106.00			\$ 204.00	
	OT Rate		\$ 145.00			\$ 239.00	
4	Office Building 5th Floor	\$ 3,972.00	\$ 4,575.00	NO BID	\$ 3,240.00	\$ 7,250.00	\$ 4,300.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	\$ 194.00
5	Mercantile Building HVAC	\$ 9,550.00	\$ 9,875.00	\$ 14,100.00	\$ 11,640.00	NO BID	\$ 8,900.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
6	Mercantile Building Boilers	\$ 1,480.00	\$ 3,400.00	NO BID	\$ 2,253.00	NO BID	\$ 4,300.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00

**RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation**

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
7	Health/Mental Health Complex 175 Green St.	\$ 4,436.00	\$ 4,850.00	\$ 4,100.00	\$ 5,773.00	NO BID	\$ 5,400.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
8	Mental Health/ Board of Elections 224, 250, 260 S. Pearl St.	\$ 2,700.00	\$ 4,545.00	\$ 4,200.00	\$ 3,800.00	NO BID	\$ 7,200.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
9	Cooperative Extension HVAC	\$ 2,132.00	\$ 1,950.00	\$ 1,800.00	\$ 3,333.00	NO BID	\$ 3,000.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
10	Social Services HVAC	\$ 16,810.00	\$ 12,510.00	\$ 13,800.00	\$ 25,553.00	NO BID	\$ 16,200.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
11	Social Services Boilers	\$ 2,370.00	\$ 2,600.00	NO BID	\$ 2,368.00	NO BID	\$ 3,100.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
12	Judicial Building HVAC	\$ 9,130.00	\$ 8,900.00	NO BID	\$ 13,720.00	\$ 42,880.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	

RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
13	Judicial Building Chillers	NO BID	\$ 23,375.00	NO BID	NO BID	\$ 23,241.00	NO BID
	Standard Rate		\$ 106.00		\$ 143.75	\$ 204.00	
	OT Rate		\$ 145.00		\$ 180.50	\$ 239.00	
14	Court House HVAC	\$ 20,110.00	\$ 20,485.00	NO BID	\$ 24,467.00	NO BID	NO BID
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		
15	Famiy Court HVAC	\$ 5,474.00	\$ 5,420.00	NO BID	\$ 8,733.00	NO BID	\$ 8,000.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
16	Family Court Boilers	\$ 2,895.00	\$ 3,200.00	NO BID	\$ 2,933.00	NO BID	\$ 4,000.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
17	Hall of Records HVAC	\$ 2,183.00	\$ 2,350.00	\$ 2,300.00	\$ 6,067.00	NO BID	\$ 6,000.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
18	Shaker Place HVAC	\$ 16,310.00	\$ 15,280.00	NO BID	NO BID	NO BID	NO BID
	Standard Rate	\$ 103.00	\$ 106.00				
	OT Rate	\$ 145.00	\$ 145.00				
19	Hockey Facility HVAC	\$ 3,610.00	\$ 3,485.00	NO BID	\$ 2,957.00	NO BID	\$ 7,900.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00

**RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation**

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
20	Hockey Facility Dehumidification	NO BID	\$ 3,850.00	NO BID	\$ 2,453.00	NO BID	NO BID
	Standard Rate		\$ 106.00		\$ 143.75		
	OT Rate		\$ 145.00		\$ 180.50		
21	Hockey Facility Chillers	NO BID	\$ 12,575.00	NO BID	NO BID	NO BID	NO BID
	Standard Rate		\$ 106.00		\$ 143.75		
	OT Rate		\$ 145.00		\$ 180.50		
22	Correctional Facility HVAC	NO BID	\$ 6,580.00	NO BID	NO BID	\$ 8,320.00	NO BID
	Standard Rate		\$ 106.00			\$ 204.00	
	OT Rate		\$ 145.00			\$ 239.00	
23	Sheriff's E911 449 New Salem Road Emergency Center HVAC	NO BID	\$ 2,285.00	\$ 1,120.00	\$ 2,520.00	NO BID	\$ 1,300.00
	Standard Rate		\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate		\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
24	Sheriff's E911 Center 26 Olive Street HVAC	\$ 3,770.00	\$ 3,485.00	NO BID	\$ 3,832.00	NO BID	\$ 6,700.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
25	Sheriff's All 911 Tower Locations HVAC	\$ 5,700.00	\$ 4,285.00	NO BID	\$ 4,273.00	NO BID	\$ 4,300.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00

**RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation**

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
26	Sheriff's EMS & Ambulance HVAC	\$ 1,840.00	\$ 2,275.00	\$ 1,640.00	\$ 1,887.00	NO BID	\$ 2,200.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
27	Sheriff 's Patrol Station Clarksville HVAC	\$ 3,960.00	\$ 3,285.00	NO BID	\$ 2,328.00	NO BID	\$ 10,600.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
28	Sheriff Rensselaerville Station HVAC	\$ 1,690.00	\$ 1,725.00	NO BID	\$ 1,179.00	NO BID	\$ 2,700.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
29	Public Works Main Shop & Engineering HVAC	\$ 4,332.00	\$ 1,250.00	NO BID	\$ 1,081.00	NO BID	\$ 5,700.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
30	Public Works All Subdivisions HVAC	\$ 3,600.00	\$ 2,875.00	NO BID	\$ 4,087.00	NO BID	\$ 4,400.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
31	Water Purification North Plant HVAC	\$ 624.00	\$ 1,875.00	\$ 660.00	\$ 790.00	NO BID	\$ 1,400.00

RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
 Bid Tabulation

Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
32 Water Purification South Plant HVAC	\$ 917.00	\$ 1,950.00	\$ 325.00	\$ 757.00	NO BID	\$ 1,875.00
Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
Repair Material Markup Over Contractors Cost %	20.00%	21.00%	25.00%	20.00%	30.00%	20.00%

Albany County Request for Contract Approval

Contract #	2024-2225
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	D5010 - Public Works
Date Submitted	Thursday, August 15, 2024
Contact Person	Ramundo, Lisa
Contact Phone	518-655-7902
Vendor Info	JC Smith Inc. 245 Peat St., Syracuse, NY 13210
Estimated Amount	\$72,000.00
Estimated Term	8/15/2024 to 9/30/2024
Scope of Services	The Public Works Department respectfully requests approval to purchase four (4) Variable Message Sign Boards from the lowest bidder, JC Smith, Inc. The total purchase price shall not exceed \$72,000.00. Sign boards will be used to provide real-time information to drivers about road conditions, traffic delays, lane restrictions, road closures, or construction activities. This helps in managing traffic flow and improving safety on the roads. They can also be used for emergency messages and event information, such as the job fair at Shaker Place and the Altamont Fair.
Budget Line Item	DD5110 - 22080 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

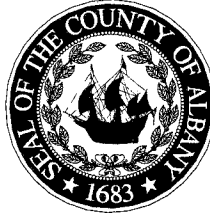
For Contract Board Use:

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 PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTYNY.GOV

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: August 15, 2024

Re: Contract Request

The Public Works Department respectfully requests approval to purchase four (4) Variable Message Sign Boards from the lowest bidder, JC Smith, Inc. The total purchase price shall not exceed \$72,000.00.

Sign boards will be used to provide real-time information to drivers about road conditions, traffic delays, lane restrictions, road closures, or construction activities. This helps in managing traffic flow and improving safety on the roads. They can also be used for emergency messages and event information, such as the job fair at Shaker Place and the Altamont Fair.



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
Department of Public Works

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: August 15, 2024

RE: RFB #2024-098, Variable Messaging Sign Boards

I am in receipt of your recommendation to award the aforementioned to JC Smith Inc in the amount of \$72,000.00

As JC Smith Inc is the lowest responsible and responsive bidder, I concur with your recommendation.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

Memorandum

To: Pamela O'Neill, Purchasing Agent

From: Lisa M. Ramundo, Commissioner

Date: August 13, 2024

RE: RFB #2024-098 Variable Messaging Sign Boards

Public Works is requesting approval to utilize JC Smith Inc. for purchase of Variable Messaging Sign Boards (VMS) for an amount not to exceed \$72,000.

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: Department of Public Works
Lisa Ramundo, Commissioner

FROM: **Pamela O'Neill**
Purchasing Agent

DATE: August 12, 2024

RE: Request for Bids #2024-098
Variable Messaging Sign Boards

Enclosed please find the tabulation of bids received for your RFB #2024-098, Variable Messaging Sign Boards. Please review and return your recommendation for award to the Purchasing Agent.

Official award notification will occur only when your department and purchasing agree on the vendor selection. This selection process should include the department head or, at minimum, the department head should be aware of the vendor selection.

Please do not forward to approving bodies or notify vendors until the above has been completed.

Please contact me if you require any additional information, or if I can be of further assistance.

enc.

RFB-2024-098 Tabulation
Variable Messaging Sign Boards

Bidder	Make and Model	Price Each	Total for 4
Aramco Inc	Wanco WTMMB(A)	\$ 20,324.00	\$ 81,296.00
Finke & SONS	Wanco WTMMB	\$ 18,744.69	\$ 74,978.76
JC Smith Inc	Solar-Tech Silent Messenger MB	\$ 18,000.00	\$ 72,000.00
Seabring Industries LLC	Wanco WTMWB(A)	\$ 18,123.20	\$ 72,492.80
Traffic Safety Services	Wanco	\$ 20,852.94	\$ 83,411.76

August 8th
4 QTY

COUNTY OF ALBANY

REQUEST FOR BIDS ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS



RFB 2024-098

VARIABLE MESSAGING SIGN BOARDS

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: VARIABLE MESSAGING SIGN BOARDS RFB NUMBER: RFB2024-098

Receipt Confirmation Form

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

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

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

Company Name: JCSmith Inc.
Address: 345 Peat Street
City: Syracuse State: NY Zip Code: 13210
Contact Person: John C. Smith IV / Cynthia S. Hurley
Title: Manager / CFO
Phone Number: 315-428-9903 Fax Number: 315-428-9841 E-Mail: johnsmith@jcsmithinc.com

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: ☒

johnsmith@jcsmithinc.com

**NOTICE TO BIDDERS – ALBANY COUNTY
REQUEST FOR BIDS # RFB2024-098**

Scaled Bids for Variable Messaging Sign Boards as requested by Albany County Department of Public Works will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, August 8, 2024.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **Thursday July 25, 2024.**

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
Wednesday July 17, 2024

**PUBLISH ONE DAY – Thursday July 25, 2024 -- THE EVANGELIST
PUBLISH ONE DAY – Thursday July 25, 2024 -- THE TIMES UNION**

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

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

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

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **VARIABLE MESSAGING SIGN BOARDS**
- 1.2 Requesting Department: **ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS**
- 1.3 Bid Number: **RFB2024-098**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **VARIABLE MESSAGING SIGN BOARDS** as requested by **ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS**.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

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

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00 A.M. ON THURSDAY, AUGUST 8, 2024**, at the following address:

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

- 4.2 All bids received after the time stated in the "Notice to Bidders", or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

SECTION 5: TERM OF BID

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

SECTION 6: BID SECURITY

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

SECTION 7: QUALIFICATION OF BIDDER

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

to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 8: NOT NEEDED

SECTION 9: DISQUALIFICATION

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

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

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

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

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

- (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
- (c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: NOT NEEDED

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

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

SECTION 12: BID FORM

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

SECTION 13: EQUIVALENT GOODS

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

SECTION 14: SPECIFICATION CLARIFICATION

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

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

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

SECTION 15: BID EVALUATION

- 15.1 Bids shall remain valid until:

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

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

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

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

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

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

- 16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.
- 16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

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

SECTION 18: PERFORMANCE BOND

- 18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:

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

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

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

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

19.3 No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Bidder shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the County, be forthwith declared suspended, discontinued or terminated.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/30/2024

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

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

PRODUCER Fairview Insurance Agency Associates, Inc. 25 Fairview Avenue Verona NJ 07044		CONTACT NAME: Anne Campagna PHONE (A/C, No. Ext.): 973-857-0870 FAX (A/C, No.): 973-857-9131 E-MAIL ADDRESS: acampagna@fairviewinsurance.com		
INSURED JC Smith Inc 345 Peat Street Syracuse NY 13210		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: New York Marine and General Insurance Co		16608
		INSURER B: Southwest Marine & General Insurance Company		12294
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1960802544**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☒ LOC OTHER:	Y	Y	PK202400010950	6/10/2024	6/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ GARAGE DLR	Y	Y	AU202400013207	6/10/2024	6/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PER AGGREGATE \$ 3,000,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	UM202400005629	6/10/2024	6/10/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ANY ALTERATIONS WILL VOID THIS CERTIFICATE.

BID # RFB 2024-098 VMSB

Certificate of Insurance is provided as evidence of coverage for the operations of the insured only.

CERTIFICATE HOLDER**CANCELLATION**

Albany County Department of General Services
Purchasing Division
112 State Street
Room 1000
Albany NY 12207

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 161065375
J C SMITH INC
345 PEAT ST
SYRACUSE NY 13210



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER J C SMITH INC 345 PEAT ST SYRACUSE NY 13210		CERTIFICATE HOLDER RFB 2024-098 VMB COUNTY OF ALBANY 112 STATE STREET ROOM 1000 PAMELA O NEILL PA ALBANY NY 12207	
POLICY NUMBER Z1035 710-1	CERTIFICATE NUMBER 999758	POLICY PERIOD 10/01/2023 TO 10/01/2024	DATE 7/30/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1035 710-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 768341822

Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

- 22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.
- 22.2 Albany County operates a formal Purchase Order System. Under **NO** circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor who delivers items which are not ordered, or who duplicates or overships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to Albany County.
- 22.3 All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in this Request for Bids, or as otherwise agreed upon between the vendor and the Purchasing Division.
- 22.4 Unless otherwise specified by the County, inside delivery is required. Some delivery locations are not equipped with loading docks and no additional compensation shall be paid to vendors for inside delivery at those locations.
- 22.5 Orders will be placed on an "as-needed" basis by Albany County departments. There are to be no minimum order amounts required. Bids stipulating minimum quantity or dollar value orders will not be considered.
- 22.6 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.

22.7 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

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

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

- 24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.
- 24.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- 24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
- 24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)
- 24.6 The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized bid.

SECTION 25: MACBRIDE PRINCIPLES

- 25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No.

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

25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

25.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

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

SECTION 26: NOT NEEDED

SECTION 27: NOT NEEDED

SECTION 28: NOT NEEDED

SECTION 29: ANTI DISCRIMINATION CLAUSE

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

SECTION 30: NOT NEEDED

SECTION 31: INTERPRETATION

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

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

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

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

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

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

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

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

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

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

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 34: NOT NEEDED

SECTION 35: NOT NEEDED

VARIABLE MESSAGING SIGN BOARDS

RFB2024-098

Minimum Specifications

The name of any manufacturer, trade name, manufacturer or vendor catalog number mentioned in specifications and proposal sheets is for the purpose of designating a minimum standard of quality and type and for no other reason. Such references are not intended to be restrictive. Bids will be considered for any Mfg. which meets or exceeds the quality of the specifications listed for any item.

Full Matrix Message Board ✓

76" x 126" ✓

Pintle Ball Hitch ✓

160w Solar ✓

Standard Batteries (4) and hold downs ✓

45 amp Charger ✓

Lifetime cellular and GPS tracking ✓

BID FORM

BID IDENTIFICATION:

Title: VARIABLE MESSAGING SIGN BOARDS

Bid Number: RFB2024-098

Make and Model Solar-Tech Silent Messenger MB

Unit Price: \$ 18,000.00

Total Price for Quantity of 4 Variable Messaging Sign Boards delivered \$ 72,000.00

Note: Local Service & Warranty provided by
our 12 Railroad Avenue, Albany, NY 12205,
Store location.

COMPANY:

Corporate
ADDRESS:

J C Smith Inc

345 Peat St

CITY, STATE, ZIP:

Syracuse, NY 13210

TEL. NO.:

315-428-9903

FAX NO.:

315-428-9841

FEDERAL TAX ID NO.:

16-1065375

REPRESENTATIVE:

John C. Smith IV

E-MAIL:

john.c.smith@jcsmithinc.com

SIGNATURE AND TITLE

John C. Smith IV
John C. Smith IV

Manager

DATE

July 30, 2024

Cynthia S. Hurley
Cynthia S. Hurley CFC

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
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")

7. Communication concerning this Bid shall be addressed to:

John C Smith IV - JC Smith Inc.
345 Peat St.
Syracuse, NY 13210
Phone: 315-428-9903 Fax: 315-428-9841
E-mail: johnesmith@jcsmithinc.com

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

JC SMITH INC.

Why Buy or Rent SolarTech?

NEW & USED UNITS AVAILABLE!



USES AND ADVANTAGES

The "Silent Messenger" full-sized Message Board is the cornerstone of the SolarTech product line. This rugged portable changeable message sign is designed to provide information to improve traffic flow and safety in work zones, for both drivers and workers.

The Silent Messenger consists of a 126" w x 76" h sign panel with a 27 x 48 pixel full matrix LED display on a sturdy steel trailer, powered by a combination of solar panels and batteries. The sign telescopes on a lift and rotate mast, and can be rotated for optimal visibility.

The sign comes with integrated GPS receiver, a cellular transceiver and **FREE lifetime cellular service**. Use with Command Center software for remote communications - messages can be changed from a pc or a smartphone.

Silent Messenger Message Board Full-Sized



EASY-TO-USE CONTROLLER

The touch-screen controller needs no manual - it's that easy to use! Includes:

- GPS receiver, cellular transceiver and free cellular service for the life of the board
- Password protection
- Intuitive icons for ease of use
- Scheduling capability
- Fully networkable
- NTCIP version 2 compatible
- Automatic software upgrades

REMOTE CONTROL AND GPS TRACKING INCLUDED!

Command Center software allows you to track your equipment using the built-in cellular transceiver and GPS system.

Access units from a map or list. Control units individually or broadcast to a group.

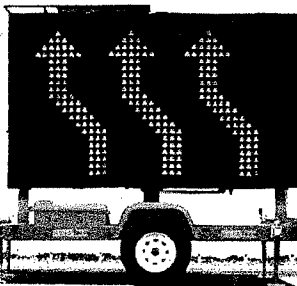
Manage your fleet from your laptop, pc or smartphone... without leaving your desk!

You can build a message library, share messages between boards, schedule messages and more.

Get automatic email notifications when a message changes, if the battery voltage is low, if a pixel fails, or if the unit moves.

Keep tabs on your whole fleet. No more misplaced equipment... fewer problems... less downtime!

5 Year
Warranty
Since 2005



www.solartechtechnology.com



FREE REMOTE COMMUNICATION

ACCESS UNIT FROM COMPUTERS

OR MOBILE DEVICES.

BATTERY VOLTAGE READING,

GPS TRACKING,

CHANGE MESSAGES & MORE!

****NO MONTHLY FEES****

5-YEAR WARRANTY

DOT APPROVED

MANUFACTURED IN
PENNSYLVANIA

J.C. SMITH INC
AUTHORIZED
SALES & SERVICE
CENTER

Contact: John C. Smith IV for further Information;
315-575-5985.....Johncsmith@jcsmithinc.com

WHERE THE PROS GO!

545 PEAT STREET | SYRACUSE, NY

Follow us



WWW.JCSMITHINC.COM | (315) 428-5903

ALBANY, NY
12 RAILROAD AVE
P: 518-438-6171

ITHACA, NY
327 ELMIRA RD
P: 607-277-7200

ROCHESTER, NY
965 BUFFALO RD
P: 585-235-0670

VESTAL, NY
416 COMMERCE RD
P: 607-238-1428

WHITESBORO, NY
394 ORISKANY BLVD
P: 315-507-3353

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: VARIABLE MESSAGING SIGN BOARDS

Bid Number: RFB2024-098

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 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
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 submit the Contract Security and other documents required by the General Instructions to Bidder 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 Bid, that:
 - (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state)

Date
7/25/2024

Number
1

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

- (b) 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.

BF1

COUNTY OF ALBANY

VARIABLE MESSAGING SIGN BOARDS

RFB 2024-098

ADDENDUM # 1

July 25, 2024

The following Addendum No. 1 consisting of five (5) pages (including this cover page) is hereby issued on the 25TH day of July 2024, in connection with the Request for Bids #2024-098 as requested by the Albany County Department of Public Works.

COUNTY OF ALBANY

RFB 2024-098

VARIABLE MESSAGING SIGN BOARDS

ADDENDUM #1

ITEM #1: Please note, DPW is requesting a quantity of (4) Variable Messaging Sign Boards. Updated bid form is attached to this addendum.

End of Addendum # 1

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

7/30/2024
Date

Cynthia S. Herley
Signature Cynthia S. Herley
CFO
Title
JCSmith, 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 Onondaga) SS.:

On this 30th day of July, 2024, before me personally appeared Cynthia S. Hurley to me known, who, being by me sworn, did say that he resides at (give address) 4956 Blacksmith Path Liverpool NY 13088; that S he is the (give title) CFO of the (name of corporation) JCSmith 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 M. WISE
Notary Public, State of New York
Reg. No. 01WI0007042
Qualified in Onondaga County
Commission Expires May 9, 2027

Jennifer M. Wise
Notary Public, State of New York
Qualified in Onondaga County
Commission Expires 5-9-27

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 <u>JC Smith Inc.</u>		
2. VENDOR'S LEGAL BUSINESS NAME <u>JC Smith Inc.</u>	3. IDENTIFICATION NUMBERS a) FEIN # <u>16-1065375</u> b) DUNS # <u>010-770139</u>	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:	5. WEBSITE ADDRESS (if applicable) <u>www.jcsmithinc</u>	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <u>345 Peat Street, Syracuse NY 13210</u>	7. TELEPHONE NUMBER <u>315-428-9903</u>	8. FAX NUMBER <u>315-428-9841</u>
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>	10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name <u>Cynthia S. Hurley</u> Title <u>CFO</u> Telephone Number <u>315-428-9903</u> Fax Number <u>315-428-9841</u> e-mail <u>churley@jcsmithinc.com</u>		
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.		
a) NAME <u>Joanne C Reed</u>	TITLE <u>CEO</u>	b) NAME
c) NAME <u>Jeffrey C Smith</u>	TITLE <u>President</u>	d) NAME
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.		
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 		
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No 		
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No 		

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

☐ 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.

FEIN # 16-1065375

Date _____

Albany County Request for Contract Approval

Contract #	2024-2249
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	NH6020 - Residential Health Care Facility
Date Submitted	Tuesday, August 27, 2024
Contact Person	Lucarelli, Andy
Contact Phone	+1 5182138938
Vendor Info	Eckert MEchanical, LLC 1062 Central Ave., Albany, NY 12205
Estimated Amount	\$55,840.00
Estimated Term	1/1/2025 to 12/31/2027
Scope of Services	Perform scheduled preventative maintenance for HVAC systems at Shaker Place Rehabilitation and Nursing Center (SPRNC). This includes routine examination of pneumatic temperature control systems, HVAC electrical and mechanical systems and chiller systems. Examinations and preventative maintenance work will commence on these systems which include calibration of the systems, lubrication and adjustments with manufacturer standard, replacement of belts, filters and bearings as necessary. The bid also sets a price for additional parts and labor should an emergency situation arise.
Budget Line Item	NH6020 - 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



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: 08/27/2024

SUBJECT: Eckert Mechanical, LLC.

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract with Eckert Mechanical, LLC. to perform scheduled preventative maintenance for HVAC systems at Shaker Place Rehabilitation and Nursing Center (SPRNC).

A Request for Bids (RFB) was issued for multiple Albany County Departments as per RFB 2024-066. Eckert Mechanical, LLC. was the lowest responsible bidder for the equipment at SPRNC. This contract request is for a thirty-six (36) month period commencing on January 1st, 2025 and concluding on December 31st, 2027. The total cost for the three (3) year period will be a not to exceed amount of \$55,840.00. This do not exceed amount consists of \$45,840.00 for the awarded amount of the RFB and \$10,000.00 for contingency in case of emergency situations.

This contract request includes the routine examination of pneumatic temperature control systems, HVAC electrical and mechanical systems and chiller systems at SPRNC. Examinations and preventative maintenance work will commence on these systems which include calibration, lubrication and making adjustments within the manufacturer's standard for the equipment. Also the replacement of belts, filters and bearings is to be performed as outlined in the RFB for this equipment.

We respectfully request approval of this contract.





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: Andy Lucarelli
Shaker Place Rehabilitation and Nursing Center

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: August 28, 2024

RE: RFB #2024-066, HVAC Preventative Maintenance and Emergency Service,
Shaker Place Rehabilitation and Nursing Center

I am in receipt of your recommendation to award the aforementioned to Eckert Mechanical in the amount of \$55,840.00.

As Eckert Mechanical is the lowest responsible and responsive bidder for the location indicated, I concur with your recommendation.

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

COUNTY OF ALBANY

REQUEST FOR BIDS

VARIOUS ALBANY COUNTY DEPARTMENTS



RFB #2024-066

HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE

**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: HVAC Preventative Maintenance and Emergency Service
RFB NUMBER: 2024-066

Receipt Confirmation Form

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

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

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

☐ **Yes** / ☐ **No**

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

Fax Number: _____ E-Mail: _____

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

NON-BIDDER RESPONSE

RFB #2024-066

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2024-066

Sealed Bids for HVAC Preventative Maintenance and Emergency Service as requested by Various Albany County Facilities will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, August 15, 2024.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **Thursday August 1, 2024**

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
July 26, 2024

PUBLISH ONE DAY – (August 1, 2024) -- THE EVANGELIST
PUBLISH ONE DAY – (August 1, 2024) -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

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

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

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **HVAC Preventative Maintenance and Emergency Service**
- 1.2 Requesting Department: **Various Albany County Departments**
- 1.3 Bid Number: **2024-066**

SECTION 2: PURPOSE

2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **HVAC Preventative Maintenance and Emergency Service** as requested by **Albany County**.

- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

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

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00 A.M. ON THURSDAY, AUGUST 15, 2024**, at the following address:

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

- 4.2 All bids received after the time stated in the "Notice to Bidders", or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

- 4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

- 4.4 Site Visits can be arranged by calling the contact listed for each department.

SECTION 5: TERM OF BID

- 5.1 The bid shall be for the period of **THREE YEARS** from the date of award to date ending. The term of the bid shall be January 1, 2025 through December 31, 2027. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

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

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 All bidders shall submit the Bidder Qualification Questionnaire as part of the bid. Each bid must contain evidence of the bidder's qualification to do business in New York State or covenant to obtain such qualification prior to award.
- 7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.
- 7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within

five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 8: SECTION NOT IN USE

SECTION 9: DISQUALIFICATION

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

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

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

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

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

- (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
- (c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: PREVAILING WAGE

- 10.1 All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Schedule of Wages.
- 10.2 All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The County has applied for and has received a PRC number for this project, which has been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (585) 258-4505. Actual rates are available via the internet at: <https://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt> **or** from the Albany County Purchasing Department at the address listed on the Notice to Bidders.
- 10.3 Payrolls and Payroll Records: Every contractor and subcontractor **MUST** keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provide, and Daily and weekly number of hours worked in each classification.

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

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

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

SECTION 12: BID FORM

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

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

SECTION 13: EQUIVALENT GOODS

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

SECTION 14: SPECIFICATION CLARIFICATION

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

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

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

SECTION 15: BID EVALUATION

- 15.1 Bids shall remain valid until:

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

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

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

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

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

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

- 16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.
- 16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

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

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

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

SECTION 18: PERFORMANCE BOND

- 18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

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

property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

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

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

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

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

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

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

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

SECTION 23: CASH DISCOUNT

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

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

- 24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.
- 24.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- 24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
- 24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.

24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)

24.6 The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized bid.

SECTION 25: MACBRIDE PRINCIPLES

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

25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

25.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states

and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: NON-INTERRUPTION OF WORK AGREEMENT

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

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

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

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

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

SECTION 27: SECTION NOT IN USE

SECTION 28: SECTION NOT IN USE

SECTION 29: ANTI DISCRIMINATION CLAUSE

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

SECTION 30: SUBCONTRACTORS

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

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

SECTION 31: INTERPRETATION

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

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

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

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

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

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

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

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

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 34: STORMWATER MANAGEMENT PROGRAM

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

SECTION 35: SECTION NOT IN USE

RFB-2024-066
HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE
VARIOUS ALBANY COUNTY FACILITIES

GENERAL SPECIFICATIONS

I. HOURS OF SERVICE:

Regular Hours for service for all calls including emergency service shall be defined as Monday through Friday, between the hours of 7:30 A.M. to 4:30 P.M. with the exception of the Hockey Facility, DSS 1st Floor, the Judge's Chambers on the 4th Floor of the Judicial Building, and Hall of Records. Regular hours for the Hockey Facility will be 7:30 A.M. to 5:30 P.M. The Judicial Building, 4th Floor must be serviced before or after regular working hours. Hall of Records hours are Regular Hours are 8:30 to 4:30. The 1st floor of DSS must be completed by 8:30 a.m. Monday through Friday.

Overtime Hours for emergency services shall be defined as Monday through Friday between the hours of 4:31 P.M. to 7:29 A.M., and anytime on Saturdays and Sundays. Overtime Hours for the Hockey Facility will be 5:31 P.M. to 7:29 A.M. Calls for any overtime shall be made and authorized only by the Plant Utilities Engineer or their named designee.

All technicians must sign in when arriving and sign out when the job is completed. They will sign in with the Building Superintendent, Plant Utilities Engineer or their designee. If the technician does not log in and out with the department designee, they may not be paid for the invoiced hours.

II. GENERAL PREVENTATIVE MAINTENANCE:

The contractor shall provide all labor, material, equipment, parts and supervision to perform HVAC and Refrigeration Preventative Maintenance as required by each County Facility.

IN GENERAL, IT SHALL BE UNDERSTOOD BY ALL CONTRACTORS THAT ALL FACTORY PUBLISHED PREVENTATIVE MAINTENANCE SCHEDULES AND PROCEDURES SHALL BE CARRIED OUT ON EACH PIECE OF EQUIPMENT WHETHER OR NOT THEY HAVE BEEN SPECIFICALLY POINTED OUT IN THESE SPECIFICATIONS.

Where noted in the detailed specifications section of this bid, scheduled periodic inspections and/or preventive maintenance calls at intervals that exceed the manufacturers published schedules, the detailed specifications schedules will supersede the manufacturers published schedules

ALL MATERIALS, PARTS AND LABOR REQUIRED TO PERFORM PREVENTIVE MAINTENANCE MUST BE INCLUDED IN THE ANNUAL CONTRACT PRICE.

The contractor is required to meet with the Plant Utilities Engineer, Building Superintendent or designated contact person prior to starting PM contract work on each visit to review work to be completed as per contract.

The contractor is required to call to schedule at least eight (8) business hours previous to arrival on site. Each contractor is required to submit to the Building Superintendent, Plant Utilities Engineer or designated contract person, a written report at the conclusion of each PM Service. No repair work shall be done without prior approval.

RFB-2024-066
HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE
VARIOUS ALBANY COUNTY FACILITIES

GENERAL SPECIFICATIONS

The contractor shall maintain on site logbooks, detailing all adjustments and work done on each piece of equipment. These books will be maintained and left on each site readily available to the Building Superintendent, the Plant Utilities Engineer and/or designated contact person for their inspection and will remain on site after contract has ended. The site logbook will be considered County of Albany property. The logbook entries shall consist of all repairs and deficiencies of equipment on site.

All manuals and notes relative to HVAC equipment shall be the property of Albany County and remain on the premises.

Where Applicable:

ALL ASSOCIATED COOLING AND HEATING CIRCULATOR PUMPS ARE TO BE INCLUDED IN THE BID.

ALL PREVENTATIVE MAINTENANCE PERFORMED ON CHILLERS SHALL BE PERFORMED BY MANUFACTURER CERTIFIED TECHNICIANS SPECIFIC TO THE CHILLER BEING SERVICED. PROOF OF MANUFACTURERS CERTIFICATION MUST BE SUBMITTED WITH BID.

III. MATERIAL COSTS:

All materials used for routine preventive maintenance outlined in equipment listing, such as lubricants, filters and belts, must be included in the annual maintenance contract price. Contractor shall be responsible for removing all used parts including but not limited to lubricants, belts, filters and refrigerants if unusable.

All materials used for additional repairs beyond preventive maintenance will be billed in addition to the preventive maintenance contract price. Items must be listed on the invoice by the manufacturer's name, model number, serial number, type number (where applicable), and unit number (where applicable). Items will be billed at Contractor's cost plus a markup percentage as submitted in the bid. Contractor must submit with their invoice, copies of all receipts for materials valued at greater than \$100.00. If the contractor expects to incur any additional costs not specified in these specifications, a list must be submitted of those items and corresponding charges or schedule with the bid proposal. There will be no additional charge for mileage or delivery. No other costs except those placed in the bid proposal at the time the bid is submitted will be considered by Albany County.

IV. REPAIR WORK:

The contractor shall only perform repair work above and beyond the PM Scope with the authorization of the Building Superintendent, Plant Utilities Engineer or their designee. Payment will not be made for any repair work that is performed without authorization from the Building Superintendent or his designated representative.

Where Applicable:

RFB-2024-066
HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE
VARIOUS ALBANY COUNTY FACILITIES

GENERAL SPECIFICATIONS

ALL REPAIRS PERFORMED ON CHILLERS SHALL BE PERFORMED BY MANUFACTURER CERTIFIED TECHNICIANS SPECIFIC TO THE CHILLER BEING SERVICED.

PROOF OF MANUFACTURER'S CERTIFICATION MUST BE SUBMITTED WITH BID.

V. EMERGENCY REPAIRS AND "ON CALL" MAINTENANCE:

The contractor shall provide all labor, materials, equipment, parts and supervision to perform HVAC and refrigeration emergency repairs as required by each County Facility.

In the event of failure of equipment or controls, the Contractor shall have a service technician on the County Facility premises within four hours after notice by telephone. Repair service shall be provided during and after normal work hours. Repair service shall be provided 7 days a week, 24 hours a day, including Holidays. Response time shall not exceed 4 hours with the exception of the Hockey Facility and the 5th Floor of 112 State Street. Response time for these locations shall not exceed 2 hours.

Emergency repairs will be billed on a "Time and Materials" basis. Time/Labor costs shall be charged based upon the following rate classifications:

Standard Service Rate Per Hour
Overtime Rate Per Hour

Contractor must supply hourly labor rate and overtime labor rate that will be used for this contract duration. Rates must be supplied in the quote for this bid as a separate line item.

No repairs shall be performed without prior approval of the Building Superintendent or the Plant Utilities Engineer or their designee.

All technician(s) must sign in when arriving and sign out when the job is completed. They will sign in with the Building Superintendent, Plant Utilities Engineer or their designee. If the technician does not log in and out with the department designee, they may not be paid for the invoiced hours.

VI. WARRANTY:

The contractor shall warranty all work performed, preventative maintenance, and/or repair work for a period of at least 90 days. The contractor shall assist with exercising any manufacturer's warranty of parts and/or equipment installed by the contractor.

RFB-2024-066
HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE
VARIOUS ALBANY COUNTY FACILITIES

GENERAL SPECIFICATIONS

VII. SAFETY:

The contractor shall perform all work in accordance with OSHA safety regulations and all Albany County Safety Regulations for the safety of the general public and the contractor's employees.

VIII. TRAVEL AND PARKING:

All Time and Mileage To, From and Between facilities for PM and Emergency Services are to be included in the annual contract price.

The Contractor will be responsible for any traffic infractions and or parking violations attributable to employees of the Contractor.

IX. BID AWARD:

Each noted COMPONENT at each FACILITY as noted in the Building and Component list should be bid separately.

The bid may be awarded in separate contracts for each individual facility and/or component, or as an aggregate contract to one bidder. Bidders may quote, as an additional notation on the bid form, a discounted bid price for the award of all the facilities on an aggregate contract basis.

It is the intent that the HVAC Component for the Judicial Center and the County Court House be awarded to a single contractor.

It is the intent that the facilities of 175 Green Street and (224, 250 & 260) South Pearl Street be awarded to a single contractor.

ALBANY COUNTY RESERVES THE RIGHT TO ADD AND REMOVE EQUIPMENT AS NEEDED.

RFB-2024-066 - DETAILED SPECIFICATIONS

<u>SHAKERPLACE REHABILITATION AND NURSING CENTER - HVAC</u> 100 Heritage Lane, Albany, NY 12211 Contact: Andy Lucarelli Telephone (518) 869-2231 Ext. 8938			
<u>Equipment</u>	<u>Maintenance Schedule/ Service Requirements</u>	<u>Min. Vendor Qualifications</u>	
<u>Nursing Home:</u> 1 Powers Pneumatic Temperature Control System Includes: Valves, actuators, thermostats, sensors, switches, relays, damper, motors, etc.	<u>FOUR (4) TIMES/YEAR:</u> - Examine, lubricate, calibrate, adjust and clean all components including but not limited to: Temperature, humidity and pressure controls, valves, motors, switches, relays and accessories. - Replace valve packing materials as required to prevent valve system leakage.	TEN (10) YEARS COMMERCIAL HVAC MAINTENANCE/ REPAIR EXPERIENCE THREE (3) Customer Service References	
Electric HVAC Controls (Air Handlers)	<u>For All Air handlers (CSU's) Supply and Return fans:</u> One (1) Time a year -- (Fall inspection): - Check Freeze thermostat operation. Two (2) Times a year -- (Fall and Spring): - Check Motor starters/contactors. - Check electrical wiring connections for tightness and wire conditions.		
HVAC Mechanical (Air Handlers)	<u>For All Air handlers (CSU's) Supply and Return fans:</u> Two (2) Times a year -- (Fall and Spring): - Check overall fan operation. - Check Fan bearings and lubricate. - Check Motor bearings and lubricate. - Check Motor cooling vents and clean as necessary. - Check belt condition and adjust. - Check heating and cooling coils for cleanliness. - Check coils for air and bleed as necessary. - Check fan wheel for cleanliness and overall condition. - Check fan sheaves and pulleys for wear where applicable. <u>Large Exhaust fan on high rise wing:</u> Two (2) Times a year (except where noted) - Check Fan bearings and lubricate. - Check Motor bearings and lubricate. - Check belt condition and adjust. - Check fan wheel for cleanliness and overall condition. - Clean fan wheel 1 Time a year.		

RFB-2024-066 - DETAILED SPECIFICATIONS

SHAKER PLACE_ HVAC - (CONTINUED) 100 Heritage Lane, Albany, NY 12211 Contact: Andy Lucarelli Telephone (518) 869-2231 Ext. 8938		
<u>Equipment</u>	<u>Maintenance Schedule/ Service Requirements</u>	<u>Min. Vendor Qualifications</u>
Chiller Systems	2 Times a year (spring inspection and fall inspection) Unit Maintenance is to be performed according to the Daikin Manual (attached) • Check refrigerant charge. • Check all refrigerant joints and valves for refrigerant leaks, repair as necessary. • Check chilled water flow switch operation. • Check condenser coils for debris, Clean coils. • Check sight glass moisture indicator for moisture. • Check all condenser fans for proper operation. • Check compressor oil level. • Check accuracy of thermistors, replace if greater than $\pm 2^{\circ}$ F (1.2° C) variance from calibrated thermometer. • Check accuracy of transducers, replace if greater than ± 5 psi. • Check all electrical connections, tighten as necessary. • Inspect all contactors and relays, replace as necessary. • Check condition of condenser fan blades and that they are securely fastened to the motor shaft. • Perform Service Test to confirm operation of all components. • Check for Alarms and Errors on chiller control panel and variable speed drive for condenser fans where applicable, report findings to the Building Superintendent. • Check for excessive cooler approach (Leaving Chilled Water Temperature – Saturated Suction Temperature) which may indicate fouling. • Two (2) Times/Year (Fall and Winter): Check crankcase heater operation. • Four (4) Times /Year: REPLACE ALL FILTERS	10 YEARS COMMERCIAL HVAC MAINTENANCE/ REPAIR EXPERIENCE 3 Customer Service References

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: HVAC Preventative Maintenance and Emergency Service
Bid Number: 2024-066

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 N/A

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;

COUNTY OF ALBANY

BID FORM

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

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

Russell Lincoln, President

Eckert Mechanical, LLC

1062 Central Avenue, Albany, NY 12205

Phone: _____
(518) 459-4116

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

**Eckert Mechanical
COUNTY OF ALBANY**

BID FORM

BID IDENTIFICATION:

Title: HVAC Preventative Maintenance and Emergency Service
Bid Number: 2024-066

Location	Preventive Maintenance (Inspections)- Price Per Year (all-inclusive of labor and materials)	Emergency Service/ Extra Work Standard Hourly Rate	Emergency Service/ Extra Work Overtime Hourly Rate
COUNTY OFFICE BUILDING HVAC	\$ 19,875.00	\$ 106.00	\$ 145.00
COUNTY OFFICE BUILDING BOILERS	\$ 5,420.00	\$ 106.00	\$ 145.00
COUNTY OFFICE BUILDING CHILLERS	\$ 16,850.00	\$ 106.00	\$ 145.00
COUNTY OFFICE BUILDING 5th Fl. Server Room	\$ 4,575.00	\$ 106.00	\$ 145.00
MERCANTILE BLDG HVAC	\$ 9,875.00	\$ 106.00	\$ 145.00
MERCANTILE BLDG BOILERS	\$ 3,400.00	\$ 106.00	\$ 145.00
DEPT HEALTH/MENTAL HEALTH COMPLEX 175 GREEN STREET	\$ 4,850.00	\$ 106.00	\$ 145.00
DEPT HEALTH/MENTAL HEALTH/BOARD OF ELECTIONS BLDG. 244, 250 & 260 SO. PEARL ST	\$ 4,545.00	\$ 106.00	\$ 145.00
COOPERATIVE EXTENSION HVAC	\$ 1,950.00	\$ 106.00	\$ 145.00
DEPT. of SOCIAL SERVICES HVAC	\$ 12,510.00	\$ 106.00	\$ 145.00
DEPT. of SOCIAL SERVICES BOILERS	\$ 2,600.00	\$ 106.00	\$ 145.00

Eckert Mechanical
COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: HVAC Preventative Maintenance and Emergency Service
Bid Number: 2024-066

Location	Preventive Maintenance (Inspections)- Price Per Year (all-inclusive of labor and materials)	Emergency Service/ Extra Work Standard Hourly Rate	Emergency Service/ Extra Work Overtime Hourly Rate
JUDICIAL BLDG HVAC	\$ 8,900.00	\$ 106.00	\$ 145.00
JUDICIAL BLDG CHILLERS	\$ 23,375.00	\$ 106.00	\$ 145.00
COUNTY COURT HOUSE HVAC	\$ 20,485.00	\$ 106.00	\$ 145.00
Family Court HVAC	\$ 5,420.00	\$ 106.00	\$ 145.00
Family Court BOILERS	\$ 3,200.00	\$ 106.00	\$ 145.00
HALL OF RECORDS HVAC	\$ 2,350.00	\$ 106.00	\$ 145.00
SHAKER PLACE HVAC	\$ 15,280.00	\$ 106.00	\$ 145.00
HOCKEY FACILITIES HVAC	\$ 3,485.00	\$ 106.00	\$ 145.00
HOCKEY FACILITIES Dehumidification Equipment	\$ 3,850.00	\$ 106.00	\$ 145.00
HOCKEY FACILITIES CHILLER	\$ 12,575.00	\$ 106.00	\$ 145.00

**Eckert Mechanical
COUNTY OF ALBANY**

BID FORM

BID IDENTIFICATION:

Title: HVAC Preventative Maintenance and Emergency Service

Bid Number: 2024-066

Location	Preventive Maintenance (Inspections)- Price Per Year (all-inclusive of labor and materials)	Emergency Service/ Extra Work Standard Hourly Rate	Emergency Service/ Extra Work Overtime Hourly Rate
CORRECTIONAL FACILITY HVAC	\$ 6,580.00	\$ 106.00	\$ 145.00
Sheriff E911 Building, 449 New Salem Rd, Voorheesville HVAC	\$ 2,285.00	\$ 106.00	\$ 145.00
Sheriff E911 Center, 26 Olive Street, Clarksville HVAC	3,485.00	106.00	145.00
<u>ALL</u> E911 Tower Locations HVAC	\$ 4,285.00	\$ 106.00	\$ 145.00
Sheriff EMS & Ambulance HVAC	\$ 2,275.00	\$ 106.00	\$ 145.00
Sheriff Patrol Station Clarksville HVAC	\$ 3,285.00	\$ 106.00	\$ 145.00
Sheriffs Rensselaerville Station HVAC	\$ 1,725.00	\$ 106.00	\$ 145.00
Department of Public Works – Main Shop & Engineering Unit HVAC	\$ 1,250.00	\$ 106.00	\$ 145.00
Department of Public Works - <u>ALL</u> Subdivisions HVAC	\$ 2,875.00	\$ 106.00	\$ 145.00
Water Purification District North Plant HVAC	\$ 1,875.00	\$ 106.00	\$ 145.00
Water Purification District South Plant HVAC	\$ 1,950.00	\$ 106.00	\$ 145.00
Repair Materials Markup Over Contractor's Cost (Percentage)	21 %		

BF5

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: HVAC Preventative Maintenance and Emergency Service
Bid Number: 2024-066

COMPANY: Eckert Mechanical, LLC

ADDRESS: 1062 Central Avenue

CITY, STATE, ZIP: Albany, NY 12205

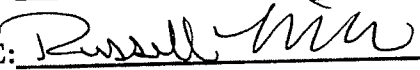
TEL. NO.: (518) 459-4116

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: 08/15/2024

BF6

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.

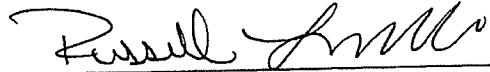
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

08/15/2024

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 _____

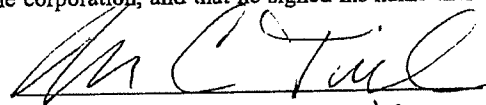
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Albany) SS.:

On this 15th day of August, 20024, 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.



Notary Public, State of New York

Qualified in Albany, N.Y.

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 _____

NICOLE C. TRIMBLE
Notary Public, State of New York
No. 01CA6135839
Qualified in Albany County
Commission Expires October 24, 2025

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Eckert Mechanical, LLC		3. IDENTIFICATION NUMBERS 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 1062 Central Avenue Albany, NY 12205		7. TELEPHONE NUMBER (518) 459-4116	8. FAX NUMBER (518) 459-1208
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> Same as above		10. TELEPHONE NUMBER N/A	11. FAX NUMBER N/A
12. AUTHORIZED CONTACT FOR THIS 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 PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

**RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation**

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaekle
	Location						
1	Office Building HVAC	\$ 19,865.00	\$ 19,875.00	NO BID	NO BID	\$ 28,050.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00			\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00			\$ 233.00	
2	Office Building Boilers	\$ 4,397.00	\$ 5,420.00	NO BID	\$ 4,064.00	\$ 16,750.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	
3	Office Building Chillers	NO BID	\$ 16,850.00	NO BID	NO BID	\$ 13,569.00	NO BID
	Standard Rate		\$ 106.00			\$ 204.00	
	OT Rate		\$ 145.00			\$ 239.00	
4	Office Building 5th Floor	\$ 3,972.00	\$ 4,575.00	NO BID	\$ 3,240.00	\$ 7,250.00	\$ 4,300.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	\$ 194.00
5	Mercantile Building HVAC	\$ 9,550.00	\$ 9,875.00	\$ 14,100.00	\$ 11,640.00	NO BID	\$ 8,900.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
6	Mercantile Building Boilers	\$ 1,480.00	\$ 3,400.00	NO BID	\$ 2,253.00	NO BID	\$ 4,300.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00

**RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation**

Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
7 Health/Mental Health Complex 175 Green St.	\$ 4,436.00	\$ 4,850.00	\$ 4,100.00	\$ 5,773.00	NO BID	\$ 5,400.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75	\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50	\$ 194.00
8 Mental Health/ Board of Elections 224, 250, 260 S. Pearl St.	\$ 2,700.00	\$ 4,545.00	\$ 4,200.00	\$ 3,800.00	NO BID	\$ 7,200.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75	\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50	\$ 194.00
9 Cooperative Extension HVAC	\$ 2,132.00	\$ 1,950.00	\$ 1,800.00	\$ 3,333.00	NO BID	\$ 3,000.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75	\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50	\$ 194.00
10 Social Services HVAC	\$ 16,810.00	\$ 12,510.00	\$ 13,800.00	\$ 25,553.00	NO BID	\$ 16,200.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75	\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50	\$ 194.00
11 Social Services Boilers	\$ 2,370.00	\$ 2,600.00	NO BID	\$ 2,368.00	NO BID	\$ 3,100.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 180.50		\$ 194.00
12 Judicial Building HVAC	\$ 9,130.00	\$ 8,900.00	NO BID	\$ 13,720.00	\$ 42,880.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00	\$ 143.75	\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00	\$ 180.50	\$ 233.00	

**RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation**

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaekle
13	Judicial Building Chillers	NO BID	\$ 23,375.00	NO BID	NO BID	\$ 23,241.00	NO BID
	Standard Rate		\$ 106.00		\$ 143.75	\$ 204.00	
	OT Rate		\$ 145.00		\$ 180.50	\$ 239.00	
14	Court House HVAC	\$ 20,110.00	\$ 20,485.00	NO BID	\$ 24,467.00	NO BID	NO BID
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		
15	Family Court HVAC	\$ 5,474.00	\$ 5,420.00	NO BID	\$ 8,733.00	NO BID	\$ 8,000.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
16	Family Court Boilers	\$ 2,895.00	\$ 3,200.00	NO BID	\$ 2,933.00	NO BID	\$ 4,000.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
17	Hall of Records HVAC	\$ 2,183.00	\$ 2,350.00	\$ 2,300.00	\$ 6,067.00	NO BID	\$ 6,000.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
18	Shaker Place HVAC	\$ 16,310.00	\$ 15,280.00	NO BID	NO BID	NO BID	NO BID
	Standard Rate	\$ 103.00	\$ 106.00				
	OT Rate	\$ 145.00	\$ 145.00				
19	Hockey Facility HVAC	\$ 3,610.00	\$ 3,485.00	NO BID	\$ 2,957.00	NO BID	\$ 7,900.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00

**RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation**

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaekle
20	Hockey Facility						
	Dehumidification	NO BID	\$ 3,850.00	NO BID	\$ 2,453.00	NO BID	NO BID
	Standard Rate		\$ 106.00		\$ 143.75		
	OT Rate		\$ 145.00		\$ 180.50		
21	Hockey Facility Chillers						
		NO BID	\$ 12,575.00	NO BID	NO BID	NO BID	NO BID
	Standard Rate		\$ 106.00		\$ 143.75		
	OT Rate		\$ 145.00		\$ 180.50		
22							
	Correctional Facility HVAC	NO BID	\$ 6,580.00	NO BID	NO BID	\$ 8,320.00	NO BID
	Standard Rate		\$ 106.00			\$ 204.00	
	OT Rate		\$ 145.00			\$ 239.00	
23							
	Sheriff's E911 449 New Salem Road Emergency Center HVAC	NO BID	\$ 2,285.00	\$ 1,120.00	\$ 2,520.00	NO BID	\$ 1,300.00
	Standard Rate		\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate		\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
24							
	Sheriff's E911 Center 26 Olive Street HVAC	\$ 3,770.00	\$ 3,485.00	NO BID	\$ 3,832.00	NO BID	\$ 6,700.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
25							
	Sheriff's All 911 Tower Locations HVAC	\$ 5,700.00	\$ 4,285.00	NO BID	\$ 4,273.00	NO BID	\$ 4,300.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00

**RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation**

Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
26						
	Sheriff's EMS & Ambulance HVAC	\$ 1,840.00	\$ 2,275.00	\$ 1,640.00	\$ 1,887.00	\$ 2,200.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75	\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50	\$ 194.00
27						
	Sheriff's Patrol Station					
	Clarksville HVAC	\$ 3,960.00	\$ 3,285.00	NO BID	\$ 2,328.00	\$ 10,600.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 129.00
28						
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 194.00
	Sheriff Rensselaerville Station HVAC	\$ 1,690.00	\$ 1,725.00	NO BID	\$ 1,179.00	\$ 2,700.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 129.00
29						
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 194.00
	Public Works Main Shop & Engineering HVAC	\$ 4,332.00	\$ 1,250.00	NO BID	\$ 1,081.00	\$ 5,700.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 129.00
30						
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 194.00
	Public Works All Subdivisions HVAC	\$ 3,600.00	\$ 2,875.00	NO BID	\$ 4,087.00	\$ 4,400.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 129.00
31						
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 194.00
	Water Purification North Plant HVAC	\$ 624.00	\$ 1,875.00	\$ 660.00	\$ 790.00	\$ 1,400.00

**RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation**

Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
Water Purification South						
Plant HVAC	\$ 917.00	\$ 1,950.00	\$ 325.00	\$ 757.00	NO BID	\$ 1,875.00
Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
Repair Material Markup Over Contractors Cost %	20.00%	21.00%	25.00%	20.00%	30.00%	20.00%

32

Albany County Request for Contract Approval

Contract #	2024-2269
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	BID
Department	G8130 - Sewage Treatment
Date Submitted	Friday, August 30, 2024
Contact Person	Gaudio, Angelo
Contact Phone	518-447-1624
Vendor Info	Bearings Distributors Inc. 1 Charles Blvd. , Guilderland, NY 12084
Estimated Amount	\$30,000.00
Estimated Term	9/13/2024 to 3/12/2025
Scope of Services	Purchase and Delivery of bearings and seals
Budget Line Item	GG8130 - 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

August 30, 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: RFB 2023-093 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 term will be for six months for the period between September 13, 2024 and March 12, 2025. 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 **March 12, 2025**

☐ 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 OR EMAIL
TO Tina King @ 518-447-5588 or tina.king@albanycountyny.gov**

Albany County Request for Contract Approval

Contract #	2024-2241
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	None
Department	A6010 - Social Services
Date Submitted	Monday, August 26, 2024
Contact Person	Skarlis, Margaret
Contact Phone	+1 5184477583
Vendor Info	Homeless and Travelers Aid Society (HATAS) 138 Central Avenue, Albany, NY 12206
Estimated Amount	\$60,638.00
Estimated Term	11/1/2024 to 4/30/2025
Scope of Services	Provision of a Homeless/Housing Emergency Services Program that provides after hours, weekend and holiday coverage to serve individuals and families experiencing homelessness by assisting them to access needed emergency shelter during Code Blue days. Please see detailed description of two components attached.
Budget Line Item	AA6010 - 44046 -
Fiscal Impact	County: 0.00% State: 100.00% 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

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

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

August 26, 2024

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

Dear Messrs. McCoy and Hidley, and Chairwoman Cunningham:

The Department of Social Services respectfully requests Contract Administrative Board approval for the following:

Pursuant to 18 NYCRR 304.1, local Social Service Districts are required to provide emergency/transitional shelter to individuals and families experiencing homelessness during extreme winter weather (Code Blue) regardless of circumstance or eligibility. Therefore, authorization is requested for the Department of Social Services (DSS) to contract with the Homeless and Traveler's Aid Society for \$60,638 to communicate with the public and homeless shelters those nights which are designated as "Code Blue" as outlined by NYS Office of Temporary Disability and Assistance directives, and to provide a full-time staff person to work onsite at the DSS Office to meet with non-Temporary Housing Assistance eligible individuals or those who refuse to apply for Temporary Housing Assistance and need shelter during Code Blue (November 1, 2024 through April 30, 2025).

Sincerely,

Erin M. Stachewicz
Acting Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel

HOMELESS AND TRAVELERS AID SOCIETY

Authorization is requested to contract with the Homeless and Traveler's Aid Society (HATAS) in communicating to the public and shelters nights that are designated as "Code Blue" as outlined by NYS Office of Temporary Disability and Assistance (OTDA) directives. During Code Blue nights, shelters must be provided to individuals and families experiencing homelessness regardless of eligibility for Temporary Assistance (TA), or TA-eligible individuals or families who have been determined by a shelter as someone they are unwilling to shelter due to behavioral/non-compliance issues.

There are two components in the HATAS contract:

Code Blue Services and Code Blue Committee Chair (\$25,188)

Code Blue services are provided in Albany County by HATAS as required for the protection of individuals living on the street for the prevention of injury and death due to exposure to extreme winter weather. Code Blue services operate when the temperature drops below 32 degrees (including National Weather Service calculations for wind chill) by addressing the needs of vulnerable people living on the streets or unstably housed. Services provided under this component include the following details:

- HATAS will monitor weather and call Code Blue declarations for Albany County. Declarations are sent to a comprehensive list of local providers to alert the community of incoming hazardous weather conditions. Providers on the HATAS alert system will include local police departments, emergency response teams, hospitals, mobile crisis, homeless outreach programs, emergency shelters, transportation programs and local news departments.
- HATAS will maintain a current Code Blue program operating manual.
- HATAS will chair the Albany Code Blue Committee and will coordinate monthly provider meetings throughout the duration of Code Blue to coordinate resources and address any gaps in services.

HATAS Code Blue Worker - Onsite at DSS (\$35,450)

HATAS will provide a staff person to work onsite at the DSS Office, Monday through Friday, 8:30 a.m. to 4:30 p.m. to meet with non-Temporary Housing Assistance eligible individuals or those who refuse to apply for Temporary Housing Assistance and need shelter during Code Blue. The HATAS employee's responsibilities include:

- Determining shelter needs for non-Temporary Housing Assistance (THA) clients
- Making referrals to temporary shelter for non-THA individuals and families
- HMIS data entry for those served by HATAS staff and are Code Blue related
- Tracking of all Code Blue placements (e.g., Safe Haven, Overflow, Warming Center, Hotel/Motel)
- Daily collection and distribution of shelter censuses and after-hours placements
- Providing weekly census of Code Blue placements in hotels/motels

Total for both components = \$60,638

There is sufficient funding in the 2024 Social Service budget to accommodate this request.

**AGREEMENT
BY AND BETWEEN
THE COUNTY OF ALBANY
AND
HOMELESS AND TRAVELERS AID SOCIETY FOR
CODE BLUE HOMELESS/HOUSING EMERGENCY SERVICES
CONTRACT 2023-1475**

This is an Agreement, made by and between the County of Albany, a municipal corporation, (hereinafter referred to as the "County"), acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and Homeless and Travelers Aid Society (hereinafter referred to as the "Provider"), a non-profit organization having its principal office at 138 Central Avenue, Albany, New York 12206.

WITNESSETH:

WHEREAS, the County, acting through its Department of Social Services (hereinafter referred to as the "Department"), pursuant to Social Services Law, is responsible for responding to homeless housing emergencies encountered by individuals who are eligible or potentially eligible for temporary assistance; and

WHEREAS, the County, through Albany County Department of Social Services is mandated through 18 CRR-NY-304.1 to protect homeless individuals from inclement winter weather when "real feel" temperatures are 32 degrees or below, which is known as Code Blue. The Code Blue order requires homeless individuals to be directed and offered to move to shelter during inclement winter weather thus avoiding hypothermia, serious injury and death; and

WHEREAS, the Provider has agreed to chair the Albany Code Blue Committee, be responsible for communicating to the public and to shelters those nights which are defined as "Code Blue" as outlined by NYS Office of Temporary Disability and Assistance directives; and provide an on-site worker to assist the Department in placing non-Temporary Assistance eligible individuals and families into shelter during Code Blue nights.

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall be responsible for the provision of Code Blue Services herein set forth and as more particularly described in Exhibit 1 of this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Provider will provide monitoring of the weather and calling Code Blue declarations for Albany County, Chair the Albany County Code Blue Committee, and provide a temporary staff person to be based at the Department to assist with Code Blue shelter placements whereby homeless individuals will be directed and offered to move to shelter during inclement winter weather thus avoiding hypothermia, serious injury and death, as more particularly detailed in Exhibit 1.

ARTICLE III. GENERAL PROVISIONS

The Provider agrees to comply in all respects with the provisions of this Agreement and the schedules and exhibits thereto. The Provider specifically agrees to perform or assist the homeless person to obtain services as outlined in Exhibits 1 and 2. Any requests by either party to modify the provision(s) of the exhibits must be mutually agreed to by both parties, in writing, before the additional or modified provisions shall commence.

The Provider shall complete the Service in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three (3) days of occurrence, of any problem(s), which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

The Department will designate a staff person who shall have authority for overseeing the Provider's performance of those services designated herein. Reports and issues of interpretation or direction relating to this Agreement shall be directed to the designated staff member.

The Provider will be fully responsible for the provision of all equipment and services for Provider's staff necessary to the performance of services designated under this Agreement, except where otherwise designated in Exhibit 1, item C2.

As part of this Agreement, the Provider agrees to comply in all respects with the provisions of this Agreement and the schedules and exhibits attached hereto and made a part hereof.

ARTICLE IV. ASSIGNMENTS

The Provider specifically agrees as required by Section 109 of the New York General Municipal Law that the Provider is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Provider's right, title or interest therein, without the previous written consent of the County.

The Provider or its employees will provide all activities required to be performed by it under this Agreement. The Provider shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

ARTICLE V. CONFIDENTIALITY

The Provider shall observe all applicable Federal and State requirements relating to confidentiality of records and information, and shall not allow the examination of records or disclose information, except as may be necessary by the County to assure that the purpose of the Agreement will be effectuated, and also to otherwise comply with the County's requirements and obligations under law. Further, to the extent it may be applicable, the Provider herein agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.

The County reserves the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books, papers, employees, and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation.

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

ARTICLE VI. COOPERATION

The Provider shall cooperate with representatives, agents and employees of the County and the County shall cooperate with the Provider, its representatives, agents and employees to facilitate the economic and expeditious provision of services under this Agreement.

ARTICLE VII. GRIEVANCES AND FAIR HEARINGS

As part of this Agreement, the Provider shall establish a system through which recipients may present grievances about the operation of the emergency shelter program. The Provider will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

The Department shall notify applicants and recipients of care and services of their right to a fair hearing, where applicable, to appeal the denial, reduction or termination of a service, or failure to act upon a request for services with reasonable promptness.

The Provider, upon the request of the Department, shall participate in appeals and fair hearings as witnesses when necessary for determination of the issues.

ARTICLE VIII. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Provider, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County and the State for a period of six (6) years following the date of final payment by the County to the Provider for the performance of the work contemplated herein.

If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any.

If Provider is not subject to an annual audit by an agency of the United States government, but receives from Albany County Department of Social Services funds in excess of \$50,000 in its fiscal year, then Provider shall engage an independent auditor acceptable to the Albany County Department of Social Services to: 1) review the records and accounts of the Provider; 2) render an opinion as to the accuracy and sufficiency of Provider's records and accounting methods; 3) render an opinion of Provider's financial position for the fiscal year being audited and any change therein, including but not limited to its net income or net loss. The audit report by the independent auditor shall be submitted to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days of its receipt by the Provider.

ARTICLE IX. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept a sum not to exceed **SIXTY THOUSAND and SIX HUNDRED**

AND THIRTY-EIGHT DOLLARS AND 00/100 (\$60,638.00) as specifically set forth in Exhibit 2, attached hereto and made a part hereof.

ARTICLE X. RELATIONSHIP

The Provider 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 of Albany or the State of New York for any purpose, and the employees and representatives of the Provider shall not in any manner be, or be held to be, agents or employees of the County or the State.

ARTICLE XI. SCHEDULE

The Provider shall complete all work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible.

ARTICLE XII. INDEMNIFICATION

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

ARTICLE XIII. INSURANCE

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule A attached hereto and made a part hereof. Before commencing, the Provider shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice has been given to the County, and the County of Albany is named as an additional insured.

The Provider shall provide to the County documentation and proof that automobile insurance coverage has been obtained and will continue to exist during the term of this agreement that will hold the County harmless from any and all liability incurred for the use of a motor vehicle to transport individuals in conjunction with or for the purpose of providing the services described in this agreement or shall instead fill out, sign and execute the Automobile Insurance Waiver in Schedule B attached hereto and made a part hereof.

ARTICLE XIV. CONFLICT OF INTEREST

The Provider hereby warrants that it has no conflict of interest with respect to the activities to be performed hereunder. If any conflict or potential conflict of interest arises in the future, the Provider shall promptly notify the County.

ARTICLE XV. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by either the County or the State, or are otherwise unavailable to the County for payment. The County will immediately notify the Provider of such occurrence and this Agreement shall terminate on the last day of the

fiscal period for which appropriations were made without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE XVI. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Provider agrees that neither it nor any of its County approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, marital status, or disability, 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 XVII. GOVERNING LAWS

This Agreement shall be governed by and construed according to the Laws of the State of New York and any or all legal proceedings or actions shall be brought in a county, state, federal or local Court or other tribunal in the County of Albany.

ARTICLE XVIII. TERMINATION OF AGREEMENT

This Agreement may be terminated at any time upon mutual written agreement of the contracting parties.

This Agreement may be terminated if the Department deems that termination would be in the best interests of the County, provided that the Department shall give written notice to the Provider not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand delivered to the last known address of the Provider. The date of such notice shall be deemed to be the date the notice is received by the Provider established by the receipt returned, if delivered by registered or certified mail, or by an affidavit of the person delivering the notice to the Provider, if the notice is delivered by hand.

Upon the County's knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.

This Agreement shall be deemed terminated immediately upon the filing of a petition of bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

This Agreement shall be deemed terminated immediately should Federal and/or State funds for this Agreement become unavailable.

In the event of termination for any reason, the Provider shall not incur new obligations for the terminated portion and the Provider shall cancel as many outstanding obligations as possible.

Any violation by the Provider of any of the terms of this Agreement may result in the County's decision at its sole discretion, to immediately terminate this Agreement.

ARTICLE XIX. TERM OF AGREEMENT

The term of this Agreement shall commence on October 1, 2023 and will continue in effect through April 1, 2024. It is agreed by the Provider that performance outside the scope of this Agreement will not be paid for by the Department or the County.

ARTICLE XX. FEDERAL LOBBYING

The Federal Lobbying Act states that no Federal appropriated funds may be spent by the recipient of a Federal grant, or a sub tier contractor or sub grantee, to pay any person for influencing or attempting to influence an officer or employee of any Federal agency or a Member of Congress in connection with any of the following covered Federal actions: the awarding of a Federal contract, or the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds or other Federal appropriated funds have been or will be expended by the Provider to pay any person for influencing any Federal officer, employee or Member of Congress described above in connection with such Federal grant the Provider agrees to make a written disclosure on the appropriate specified disclosure form.

The parties hereunto represent that they have not committed or authorized, nor will they commit or authorize the commission of any act in violation of the Federal Lobbying Act.

ARTICLE XXI. SUSPENSION AND DEBARMENT

The Provider certifies that its company/entity and any person associated therewith in the capacity of independent contractor, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE XXII. REMEDY FOR BREACH

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

ARTICLE XXIII. MACBRIDE PRINCIPLES

Contractor hereby represents that said Provider is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said Provider either (a) has no business operations in Northern Ireland or (b) shall take lawful steps

in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Provider in default and/or seeking debarment or suspension of the Provider.

ARTICLE XXIV. PRIVACY OF PERSONAL HEALTH INFORMATION

In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Provider (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI) (as defined in 45 CFR § 164.501) other than as permitted or required by this Agreement with the County (deemed a Hybrid Entity as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The Provider shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this Agreement, as more particularly set forth on Appendix A attached hereto and made a part hereof.

ARTICLE XXV. 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 XXVI. LICENSES

The provider 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 XXVII. INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either County or Provider in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

ARTICLE XXVIII. MODIFICATION

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

ARTICLE XXIX. 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 (45) 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 XXX. INTERPRETATION

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

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

ARTICLE XXXI. ADDITIONAL ASSURANCES

The Provider agrees that no part of any submitted claim will have previously been paid by the County, State, and/or other funding sources.

The Provider agrees that funds received from other sources for specific services already paid for by the County shall be reimbursed to the County.

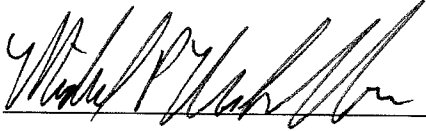
The Provider agrees to comply with all applicable State and Federal statutes and regulations.

The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof.

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

COUNTY OF ALBANY

DATE: 3/21/24

BY: 

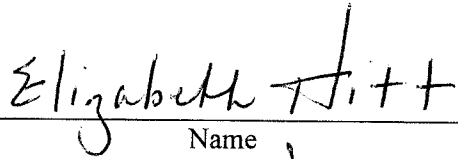
Daniel P. McCoy
County Executive

or

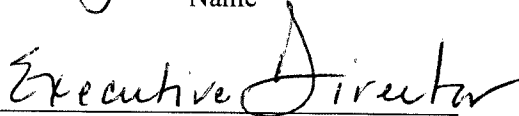
Michael P. McLaughlin
Deputy County Executive

HOMELESS AND TRAVELER'S
AID SOCIETY

DATE: 3/14/2024

BY: 

Name



Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

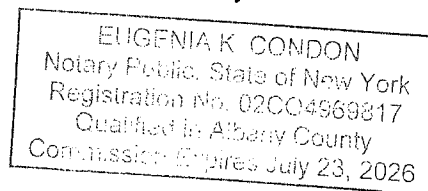
On the _____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his 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.:

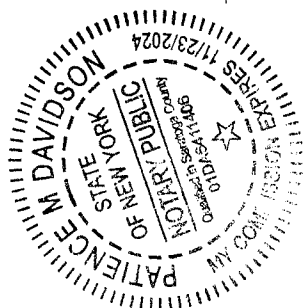
On the 21st day of March, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in 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 14th day of March, 2024, before me, the undersigned, personally appeared Elizabeth H. H., 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.



Notary Public

SCHEDULE A

INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

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 for each accident because of bodily injury, sickness or disease, including death at any time, resulting there from, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

Liability for:

Combined Single Limit:

Bodily Injury	\$1,000,000.
Property Damage	\$1,000,000.
Personal Injury	\$1,000,000.

4. **Professional Liability Insurance:** A policy or policies with limits of not less than one million (\$1,000,000).

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, Elizabeth Hitt, do hereby affirm that during the term of Albany County's contract with HATAS, for the provision of Code Blue Services, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: 3/14/2024

By: Elizabeth Hitt
Signature

Executive Director
Title

SCHEDULE C

CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

This certification is required by regulations implementing Sections 5151-5160 of the Drug-free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) 7 CFR Part 3017, Subpart F, Section 3017.600 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Page 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace
 - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- D. Notifying the employee in the statement required by paragraph (a); that, as a condition of employment under the grant, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- E. Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Homeless and Travelers Aid

Organization

Elizabeth Hitt

Authorized Signature

Executive Director

Title

Date

3/14/2024

SCHEDULE D

Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into or any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Homeless and Travelers Aid
Organization
Elizabeth Hitt
Authorized Signature
Executive Director 3/14/2024
Title Date

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.

EXHIBIT 1

SCOPE OF SERVICES:

- A. The Provider, HATAS, is responsible for monitoring weather and calling Code Blue declarations for Albany County. Declarations will be sent to a comprehensive list of local providers to alert the community of incoming hazardous weather conditions. Providers on the HATAS alert system, will include local police departments, emergency response teams, hospitals, mobile crisis, homeless outreach programs, emergency shelters, transportation programs and local news agencies.
- B. The Provider will maintain a current Code Blue program operating manual.
- C. The Provider will chair the Albany County Code Blue Committee and will coordinate monthly provider meetings throughout the duration of Code Blue to coordinate resources and address any gaps in services.
- D. The Provider will provide a temporary Code Blue staff person on-site at DSS. This staff person will:
 - Be on-site at the DSS Office at 162 Washington Avenue, Monday through Friday from 8:30 a.m. to 4:30 p.m.
 - Will meet with non-Temporary Assistance eligible individuals or those refuse to apply for Temporary Assistance Housing Assistance (THA) and who are in need of Code Blue Shelter.
 - Determine shelter needs for non-THA individuals by utilizing Diversion Quick Reference Sheet (Page 18 of Contract). Diversion efforts should occur by identifying the client's last place of stay and potential housing options. HATAS staff person is expected to attempt to divert individuals and families from homelessness by encouraging retention of their current place of stay at least overnight or until the next DSS business day.
 - All adults must be screened through the following Sex Offender Registries, prior to referral for placement in an emergency shelter or motel, regardless of whether they self-identify as a sex offender. All placements of individuals listed on any Sex Offender Registry must be in compliance with any applicable restrictions imposed under existing Federal, State or Local Law when possible. An individual should not be denied shelter because we cannot meet the Federal State and local Laws. It will be the responsibility of the Department to address the situation and find appropriate emergency housing.
 - NYS Sex Offender Registry
http://criminaljustice.state.ny.us/nsor/search_index.htm
 - US Department of Justice Dru Sjodin National Sex Offender Public Website
<http://www.nsopr.gov/>
 - Make referrals to temporary shelter for non-THA individuals and families.
 - Inform all non-contracted shelter placements including City Mission and hotels/motels to report to DSS the next business day.

E. Albany County Department of Social Services Responsibilities

1. Albany County Department of Social Services will work in cooperation with the Provider in developing an effective system to respond to Code Blue homeless/housing emergencies.
2. Albany County Department of Social Services will maintain responsibility for developing and overseeing contractual and/or rate agreements with emergency shelters and hotel/motels to be used for the purposes of providing emergency housing to homeless persons. The Provider will report all issues or concerns encountered, related to a specific facility or site, to the Department.
3. Albany County Department of Social Services will be solely responsible for reimbursement of providers of emergency housing.
4. The Department will make available to the Provider such technical and program information, regulations and other administrative directives as may be issued by New York State from time to time and are relevant to the provision of services under this Agreement.

K. Staff Training

1. The Provider will provide regular, ongoing training to its staff to ensure that they have the appropriate knowledge and skills necessary to implement services under this Agreement.
2. The Provider will cooperate with the Department in ensuring staff participation in training opportunities that may be specifically provided or arranged for by the Department.

L. Communication and Coordination

1. The Provider will directly participate in such planning and community coordination activities as the Department may determine necessary to represent the needs and issues encountered by the target population in accessing Code Blue shelter and services.
2. The Provider will participate in meetings with the Department to discuss challenges or changes needed to address the needs of Code Blue individuals and families.

M. Data Tracking and Reporting

1. Conduct HMIS data entry for those served by Provider staff, as well as any hotel/motel placements made by the Department that are Code Blue related.
2. Track of all Code Blue placements (Safe Haven, Overflow, Warming Center, Hotel/Motel, etc.) with names, dates of stay, number in household and location of placement. Provide this tracking report to the Department at the end of each day.
3. Daily collection and distribution of shelter censuses to the Department and other designated individuals/agencies. Census should also be shared with Provider for utilization after hours.

N. Confidentiality

1. The Provider will comply with all applicable confidentiality laws, regulations and requirements, including but not limited to the following, as they now exist or may be amended in the future.

- NYS Social Services Law, Sections 367b(4) and 369(4)
- NYS Public Health Law, Article 27-F
- 18 NYCRR Part 357
- The Health Insurance Portability and Accountability Act (HIPAA) and related regulations found at 45 C.F.R. Parts 160 and 164

O. Record-Keeping and Reporting

1. The Provider will provide reports to the Department on a monthly basis, containing such information and in such format as may be required by the Department. Monthly claims for reimbursement must be accompanied by and will be fully subject to receipt of required program reports.
2. The Provider will allow authorized Federal, New York State and Albany County representatives to have full access and use of all data collected pertaining to the delivery of services under this Agreement.

DIVERSIONS QUICK REFERENCE SHEET

HATAS On-Site staff person will screen, triage and problem solve with individuals and families who present for Code Blue placement. Collateral contacts should be made as necessary to divert from shelter placement, make referrals and linkages to community resources and if diversion efforts are unsuccessful, arrange for shelter.

Homeless Prevention Interventions intended to prevent homelessness and avoid the need for emergency shelter placement will include but not be limited to the following:

- Verifying, to the extent possible, an individual's statements regarding their immediate past housing history and current access to available, safe, temporary or permanent housing even if for one night.
- Verifying the status of tenancy in instances where a household reports a threat of eviction, to determine whether the housing unit remains currently available.
- Homelessness prevention advice, including emergency and short-term interventions intended to stabilize a household's immediate housing circumstances sufficiently to divert the need for emergency shelter placement.

Where safe and adequate temporary housing is available to an individual or family, assisting with identification and linkage with resources and supports that will allow for continued use, in lieu of shelter placement, until alternate permanent housing can be secured.

Diversion techniques

When screening and triaging, ask the household to provide their last two addresses. This can be helpful in diverting the individual/family by taking the following steps:

- Ask the caller to specify where (what address) the family/individual spent the night prior and then clarify how long they had been staying there.
- If they indicate they were staying at 123 First St for 2 weeks, then ask them where they were staying 3 weeks ago and get that address.
- Ask the name of the person who is kicking them out along with the person's phone number so you can confirm that they can no longer stay there.
- For families, MOST people do not want children displaced in the dark and cold and are willing to allow them to stay one more night.
- Ask the caller, if something were to happen to you and we needed someone who was willing to allow the children to stay with them on short notice who would that be and what is their phone number?
- If the family states that they do not have someone who fits that criteria, and there is no shelter space available, we will indicate to the family that we will need to contact the Albany County Dept. of Children Youth and Family Child Protective Services to assist.
- If the family/individual were locked out by the sherriffs then obviously you cannot divert them back to a locked apartment.
- We often find that the emergency contact is typically concerned with the well being of the child(ren) and will be willing to allow the family to stay with them because of that.

EXHIBIT 2

PAYMENT PROVISIONS

I. Payment Provisions

The payment for services provided under this Agreement has been agreed by the Provider and the Department to be an amount reasonable and necessary to ensure the quality of those services provided.

II. Billing and Reimbursement

The Department will reimburse the Provider for expenses incurred according to the following:

1. The Provider shall submit claims for expenses actually incurred on a monthly basis, in accordance with the line-item budget attached to Exhibit 2, using the appropriate County claim form.
2. In no event will Department reimbursement to the Provider during the contract period exceed the total specified in ARTICLE IX, FEES.
3. The Provider shall maintain complete documentation of all expenditures related to this Agreement, which shall be made readily available to the Department upon request.

III. Cost Allocation

Payment will be issued upon receipt of monthly claims submitted by the Provider to the Department and accompanied by such documentation as is required by the County. Claims will be required to be submitted in a format that provides documentation of actual expenditures, consistent with the contractual program budget. Claims are to be submitted by the 13th of the month following the month of service.

APPENDIX A

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 CFR SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the Provider herein shall be considered a "Business Associate." The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

A. DEFINITIONS

1. "Business Associate" – under the terms of this Agreement, the term "Business Associate" shall mean Homeless and Travelers Aid Society.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County and/or the Department.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. "Privacy Rule" - shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. "Protected Health Information" - shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created, received, maintained or transmitted by the Business Associate from or on behalf of the Covered Entity.
6. "Required by Law" – shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his/her Designee.
8. "Subcontractor" – shall have the same meaning as the term "subcontractor" in 45 CFR Section 160.103.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any

harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.

4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.
5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.
6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.
10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Social Service and/or Mental Hygiene Law.

2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Social Service and/or Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be required by Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICE AND RESTRICTIONS

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be October 1, 2023 – April 30, 2024. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the

confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.

2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
 - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
 - (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.
2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

H. MISCELLANEOUS

1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or in the New York State Social Service and/or Mental Hygiene Law means the section as in effect or as amended.
2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.
4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
5. **Incorporation in the Agreement** – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2023

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

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

PRODUCER Marshall & Sterling Upstate, Inc. 125 High Rock Ave., Suite 206 Saratoga Springs NY 12866		CONTACT NAME: Danielle Poulton Reeder PHONE (A/C, No, Ext): (518) 587-1342 FAX (A/C, No): (518) 587-1348 E-MAIL ADDRESS: dpoultonreeder@marshallsterling.com	
INSURED Homeless & Travelers Aid Society of the Capital District Inc. 138 Central Ave Albany NY 12206		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Assurance Co. NAIC # 26344 INSURER B: Great American Insurance Company 16691 INSURER C: Great American Alliance Ins Co 26832 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2371343552

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			PAC3475103 03	07/19/2023	07/19/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			CAP 3475104 03	07/19/2023	07/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS		BODILY INJURY (Per accident) \$				
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		PROPERTY DAMAGE (Per accident) \$				
							Underinsured/Uninsured \$ 1,000,000
C	☒ UMBRELLA LIAB			UMB 3475105 03	07/19/2023	07/19/2024	EACH OCCURRENCE \$ 2,000,000
	☐ EXCESS LIAB	☐ OCCUR ☐ CLAIMS-MADE	AGGREGATE \$ 2,000,000				
	☐ DED ☒ RETENTION \$ 10,000		\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐
	if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Albany is an additional insured if required by written contract, per endorsement number CG8995 04/15 (attached).

CERTIFICATE HOLDER

CANCELLATION

County of Albany Department of Social Services 162 Washington Avenue Albany NY 12210-2304	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 141482188
MARSHALL & STERLING UPSTATE
PO BOX 931
125 HIGH ROCK AVE #206
SARATOGA SPRINGS NY 12866



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER HOMELESS & TRAVELERS AID SOCIETY OF THE CAPITAL DISTRICT INC 138 CENTRAL AVE ALBANY NY 12206		CERTIFICATE HOLDER COUNTY OF ALBANY DEPARTMENT OF SOCIAL SERVICES 162 WASHINGTON AVENUE ALBANY NY 12210-2304	
POLICY NUMBER A1215 370-6	CERTIFICATE NUMBER 215610	POLICY PERIOD 09/11/2022 TO 09/11/2023	DATE 7/13/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1215 370-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND



DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 961921078

Albany County Request for Contract Approval

Contract #	2024-2276
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFP
Department	A1230 - County Executive
Date Submitted	Thursday, September 5, 2024
Contact Person	Beams, Joshua
Contact Phone	+1 5184474850
Vendor Info	AJ3 Solutions, LLC PO BOX 102, Victor, NY 14654
Estimated Amount	\$97,200.00
Estimated Term	9/16/2024 to 9/15/2025
Scope of Services	Purchase Contract Management System that expands the abilities of our Law department. Please see attached scope for more details.
Budget Line Item	AA1680 - 44021 -
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 EXECUTIVE
112 STATE STREET
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

September 4, 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: RFP# 2024-91 Albany County Electronic Contract Management System (Contract # 2024-2276)

Dear Contract Administration Board:

The County Executive's Office and the County Attorney's Office is requesting authorization to award the above RFP to AJ3 Solutions for a first-year cost not to exceed amount of \$97,200 for the supply of an Electronic Contract Management System. The contract term is for one year with four, one-year renewal options.

There were seven bidders to this RFP. Of the seven AJ3 Solutions scored the highest. The scores for the RFP, the scope of services, the Office's recommendation memo and the Purchasing Department's concurrence memo are attached herein.

Thank you for your time and attention to this matter, should you have any questions please feel free to contact me at (518) 447-1617.

Very Respectfully,

A handwritten signature in black ink, consisting of a stylized 'J' and 'B'.

Joshua Beams, MPA
Sr. Policy Analyst

Enc: Scores for the RFP
Scope of Services
Recommendation memo
Purchasing Department's concurrence memo

SECTION 4: SCOPE OF SERVICES

4.1 The County would like an Electronic Contract Management System that has, but not limited to, the following qualities. Prospective proposer shall describe in detail in their proposal the following:

- a) The ability to create, modify, securely store, and electronic workflow/approval routing of contracts.
- b) Ability to host a repository of preformatted contract templates that a user can choose from to start the contracting process.
- c) Have the functionality to send automated alerts to users when a contract is awaiting their action. Including automated alerts for upcoming contract end dates/renewals.
- d) Ability to work with the Albany County Law Department to create preformatted contract templates.
- e) The ability to apply electronic signatures either in parallel or sequence.
- f) Provide an easily searchable system, for current or expired Contract Documents with complete digital archiving.
- g) Document version control and the ability to compare versions and originators.
- h) The ability to route a contract outside of the County's network to external vendors or legal counsel for the purpose of review, editing, negotiation, digitally signature, and finalizing the document.
- i) The ability to store and link to a contract other related documents such as certificates of insurance, bonds, scope of work, purchase orders and/or other necessary exhibits.
- j) Customer support during County's business hours for technical difficulties.
- k) The system must allow for Allow role-based security and task assignments.
- l) Provide automatic circulation of a .pdf of a signed document to all designated recipients once the document is completed.
- m) Incorporate end user permissions to ensure proper approvals of Contract Documents and display where a document is in the approval process.
- n) Allow users to download documents and folders saved in the software.
- o) Ability to audit status, access, and usage of system resources.
- p) Provide a "legacy load" capability which enables batch uploading of existing paper contracts and the ability to search those contracts.
- q) Graphical approval workflows, that display where a contract is in the approval process, who still needs to approve it, and can note the role and relevance of each approver.
- r) Successful proposer shall provide implementation support and training for the County. Please explain the approach to implementation and expected timeline along with the approach to training. Please also detail training resources that are available to the County after implementation is complete.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE COUNTY EXECUTIVE
112 STATE STREET, SUITE 1200
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

MICHAEL P. McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

To: Pam O'Neill, Purchasing Agent

From: Joshua Beams, Sr. Policy Analyst

Date: August 30, 2024

Re: RFP#2024-091 Albany County Electronic Contract Management System

After review and scoring of the proposals received for RFP#2024-091 Albany County Electronic Contract Management System, I recommend awarding the contract to AJ3 Solutions. This contract will provide a Contract Management Software Solutions with a first year cost not to exceed \$97,200 and a term of one year with four, one-year renewal options.

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



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: Joshua Beams, Sr. Policy Analyst
County Executive Office

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: August 30, 2024

RE: RFP#2024-091 Albany County Electronic Contract Management System

I am in receipt of your recommendation to award the aforementioned to AJ3 Solutions in the amount of \$97,200.00

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of AJ3 Solutions.

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

	A33		Biddingo		BidNet		Cobblestone		Sysoft		ICC		Pantheon		
	Weight	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score		
Qualification/Experience	20%	4.25	0.85	2.5	0.5	3.5	0.7	3.75	0.75	3.5	0.7	2.25	0.45	1.75	0.35
References	10%	4.5	0.45	2.5	0.25	4.25	0.425	4	0.4	2.5	0.25	2.5	0.25	1.25	0.125
Plan Implementation	50%	3.75	1.875	1.5	0.75	3.75	1.875	4	2	2.75	1.375	1.75	0.875	2.75	1.375
Cost Proposal	20%	2.75	0.55	3.5	0.7	3.5	0.7	2.25	0.45	3	0.6	1.75	0.35	1	0.2
TOTALS:		3.725		2.2		3.7		3.6		2.925		1.925		2.05	

Albany County Request for Contract Approval

Contract #	2024-2204
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Thursday, August 8, 2024
Contact Person	Stover, Thomas
Contact Phone	+1 5184473020
Vendor Info	Alpine Environmental Services, Inc. 438 New Karner Road, Albany, NY 12205
Estimated Amount	\$24,755.00
Estimated Term	8/15/2024 to 12/14/2024
Scope of Services	Hazardous Material Abatement Air Sampling & Project Monitoring Services
Budget Line Item	CAPIT - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFQ

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

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

August 9, 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 contract with Alpine Environmental Services, Inc.

Alpine Environmental Services, Inc. will provide Hazardous Material Abatement Air Sampling & Project Monitoring Services for the 112 State Street 11th Floor Renovation Project.

Related costs of this contract will be covered under Bond Res. No. 96 of 2022 HHG1 dated December 14, 2024.

Projected term of contract will be August 15, 2024 through December 14, 2024.

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: August 9, 2024

Re: 112 State Street 11th Floor Renovation Project
Hazardous Material Abatement Air Sampling & Project Monitoring Services

I have reviewed the quotes received for RFQ: 112 State Street 11th Floor Renovation Project Hazardous Material Abatement Air Sampling & Project Monitoring. I recommend awarding the contract to Alpine Environmental Services, Inc. for providing the lowest quote.

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

DML:tas



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
General Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: August 9, 2024

RE: RFQ 112 State Street 11th Floor Renovation, Hazardous Material Abatement Air
Sampling & Project Monitoring Services.

I am in receipt of your recommendation to Alpine Environmental Services, Inc in the amount not to exceed \$24,755.00.

As you have received the proper number of quotes and Alpine Environmental Services, Inc. is the lowest quote received I have no object to your selection.

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

MONITORING BID FORM
112 STATE STREET ELEVENTH FLOOR RENOVATION PROJECT
ALBANY, NEW YORK

Bidder Name: Alpine Env.
 Bidder Address: 438 New Karner Rd
Albany, NY 12205
 Bidder Contact: Michael Balzano
 Bidder Phone: 518-605-2955

LABOR:

A) Daily Rate for Asbestos Monitoring:	QTY (shifts) <u>35</u>	RATE <u>465.00</u>	COST <u>16,275.00</u>
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The daily rate shall be for 8 hours onsite Monday through Friday, second shift 4:00 pm - 12:00 am, for the performance of services identified in this RFQ along with all referenced documents for the asbestos abatement. Quantities indicated are for budget purposes only and actual charges shall be accrued in accordance with the work required to complete the project. Only one monitor shall be billed for work on any given day regardless of whether work involves project monitoring, air monitoring or both. The daily rate shall include all equipment costs and travel costs including time and mileage to travel to the site. The daily rate shall additionally include all management and administrative costs.

B) Weekend/Overtime Daily Rate for Asbestos Monitoring:

	QTY (shifts) <u>10</u>	RATE <u>485.00</u>	COST <u>4,850.00</u>
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The weekend/overtime daily rate shall be for 8 hours onsite Saturdays, Sundays, and for shifts in addition to the standard forty (40) hour work week. The weekend/overtime daily rate includes the performance of services identified in this RFQ along with all referenced documents for the asbestos abatement. Quantities indicated are for budget purposes only and actual charges shall be accrued in accordance with the work required to complete the project. Only one monitor shall be billed for work on any given day regardless of whether work involves project monitoring, air monitoring or both. The daily rate shall include all equipment costs and travel costs including time and mileage to travel to the site. The daily rate shall additionally include all management and administrative costs.

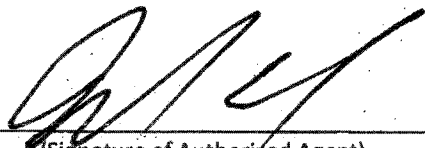
Overtime rate (If Authorized) 65.00/HR (not to be included in Base Bid summation below)

ANALYSIS:

C) PCM Analysis (48 Hours turnaround):	QTY <u>350</u>	RATE <u>9.00</u>	COST <u>3,150.00</u>
D) PCM Analysis (RUSH Monday-Friday):	<u>12</u>	<u>12.00</u>	<u>144.00</u>
(Work area clearance or under authorization)			
E) PCM Analysis (RUSH Weekend)	<u>8</u>	<u>42.00</u>	<u>336.00</u>
(Work area clearance or under authorization)			

TOTAL BASE BID SUMMATION (Sum of Costs A+B+C+D+E): \$ 24,755.00

	QTY	RATE	COST
❖ TEM Analysis (48 Hours turnaround) (Work area clearance or under authorization)		<u>85.00</u>	<u> </u>

Submitted By:  Date: 8/6/24
(Signature of Authorized Agent)

Printed Name/Title: Michael Balzano Field operations

ATTACHMENTS

Project Manual	Dated April 2024; 112 State Street 11 th Floor Renovation Project
Plan Drawing	H101 dated February 2024
Variance File No:	24-0128 with 7/22/2024 Amendment #1



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
DIVISION OF FACILITIES ENGINEERING
112 STATE STREET, ROOM 1310
ALBANY, NEW YORK 12207-2023
PHONE: (518) 447-7210 FAX: (518) 447-7747
www.albanycounty.com

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

MICHAEL L. MARTIN PE
DIRECTOR OF FACILITIES ENGINEERING

JOHN J. NERI
CONSTRUCTION MANAGER

RFQ: 112 State Street 11th Floor Renovation Project
Hazardous Material Abatement Air Sampling & Project Monitoring Services

Successful firm (The Monitor) shall provide Asbestos Project and Air Monitoring Services for the asbestos abatement portion of the "11th Floor Renovation Project at 112 State Street," (herein after called the Project.) The Monitor shall act as the Owner's Representative for the abatement portion of the Project and shall report to the Albany County Project Engineer and the Construction Manager. Services shall include, but are not necessarily limited to the following:

PROJECT MONITORING SERVICES:

- A. **Document Review** All required on-site documents of the abatement contractor including,:
- Asbestos Project Notification
 - Variances
 - Worker/Supervisor Certificates
 - Asbestos Contracting License
 - Building occupant notices
 - EPA Project Notification
 - Supervisor's daily log
- B. **Daily Field Report:** Prepare a "Daily Project Monitoring Report": which shall detail the work at the site including the following items:
- C. All job-related conversations, observations, result of inspections, tests performed (including those performed the by the Supervisor)
- D. All entries into a work area by the Monitor along with a summary of observations made
- E. All NYSDOL Code Enforcement site visits.
- F. All conflicts observed or reported to the Monitor.
- G. **Milestone Achievements** shall be recorded. Milestones include the start or completion of Phase IIA (preparation), Phase IIB (abatement), Phase IIC (clearances & cleanup), the issuance of a certificate of visual inspection, and the receipt of final air clearance samples.
- H. **Significant events** shall be recorded. A significant event includes work place injury, containment failure, elevated air sample result, incidental disturbance, or any other event which would be deemed significant.
- I. **Inspections** performed by the Monitor, including the decon completion, completion of work area preparation, work practices inspections, visual inspections at the

completion of cleaning and all visual inspections for completion of work (ASTM 1368 and ICR).

- J. **Air Sampling Information** shall include the number of air samples collected, described on a work-area by work-area basis; including the phase of work represented and the type of sample (PCM or TEM). Receipt of air sampling results shall also be reported under the air sampling information section.
- K. **Response to any non-conformances** when a deviation from regulation, contract or accepted standard is observed and recorded, the Project Monitor shall include a follow-up discussion of the resolution to the non-conformance. If the Abatement Contractor refuses to comply, then this shall be recorded as the follow-up. If the abatement Contractor remedies the non-conformance, then record your observations regarding this remedy. All issues raised should be sufficiently described and closed within the text of the Project Monitor's log, Note: Issues which last several days, may not have a reported follow-up discussion until a resolution has been achieved.

AIR SAMPLING SERVICES:

- 1. **Background air samples:** Background air samples shall be collected prior to the contractor's mobilization to the site. Background air samples shall comprise of 5 PCM air samples inside work area and 5 PCM air samples outside work area and samples with 2 PCM quality control field blanks for each large sized work area. Background air samples are not required for minor sized work areas.
- 2. **Daily area air sampling:** Work in progress air samples shall be collected during abatement and cleaning activities.
- 3. **Final Clearance Sampling:** Clearance air sampling shall be collected at the completion and passing of final visual inspections in each work area. 5 PCM air samples inside the work area, 5 PCM air samples outside the work area and 2 PCM quality control field blanks for each large sized work area. 1 PCM air sample inside the work area, 1 PCM air sample outside the work area and 2 PCM quality control field blanks for each minor sized work area.
- 4. **Samples Not Included:** The Monitor shall not be responsible for the collection or analysis of the Abatement Contractor's OSHA PPE personal air samples. The Successful Bidder shall not engage in an agreement for the collection or analysis of such samples.

PROJECT OVERSIGHT:

The Monitor shall staff the Project with well trained and certified staff to create a qualitative record of the work performed by the Abatement Contractor. Duties shall include:

- 1. **Observation of Work:** The Project Monitor shall be on-site at all times while abatement activities (except for inspection of barriers and negative air system during non-working days) are performed. The Contractor shall not be permitted to conduct any Work without the Project Monitor on the site and shall ensure ready access to all areas, surfaces,

- conditions, practices, processes, etc. Deviations from contract requirements (or law) shall be reported to the Owner with recommendations for corrective action.
2. **Stop Work**: The Project Monitor shall have the authority to Stop Work when gross Work practice deficiencies or unsafe conditions are observed, or when ambient fiber concentrations outside the removal area exceed .01 f/cc or background level.
 - a. Stop Work Orders shall be effective immediately and remain in effect until corrective measures have been taken and the situation has been corrected to the satisfaction of the Project Monitor and/or the Owner.
 3. **Progress of Work**: The Project Monitor shall track the progress of the Contractor's Work and provide regular updates to the Owner on project schedules.

REGULATIONS, STANDARDS AND RELATED DOCUMENTS

The following regulations, standards and related documents are incorporated into the work and services of the Monitor:

Regulations:

EPA 40 CFR 763 Subpart E
EPA 40 CFR 763 Subpart M (AHERA)
EPA 40 CFR Part 61 (NESHAP)
OSHA 29 CFR 1926.1101 Asbestos Construction Standard
New York State Industrial Code Rule 56
NYSDOH ELAP

Standards

ASTM 1368

Project Documents

Project Manual	Dated April 2024; <i>112 State Street 11th Floor Renovation Project</i>
Plan Drawings	H101 dated February 2024
Variance File No:	24-0128 with 7/22/2024 Amendment #1

GENERAL PROJECT OVERVIEW

- a. Owner and Construction Manager: **Albany County DGS, Facilities Engineering Division**
- b. Hazardous Materials Abatement Design Consultant: **Alpine Environmental Services Inc.**, 7 Front Street, Schenectady, NY 12305. (518)-227-1430
craigp@alpineenv.com; **Michael Balzano, Field Operations Manager**,
michaelb@alpineenv.com
- c. General Contractor: **AOW Construction, LLC**
Aaron Godlewski, Project Manager, agodlewski@aowconstruction.com
AOW Construction, LLC 518-482-3400

- d. Abatement Subcontractor: **Atlantic Contracting and Specialties, Inc.;**
Sergio Proietti, P (518) 272-2715, C (518) 788-3536,
SProietti@atlanticcontracting.com

SUBMISSION OF BIDS

Please package your bid submittal as noted below, compiled into a single pdf file transmitted via e-mail;

Michael.Martin@albanycountyny.gov or mmartin@albanycounty.com no later than Thursday 1:00 pm August 8th, 2024. The bid shall be organized as follows:

- A. Cover Letter: Addressed to **Attn: Michael Martin PE ACFE Office 112 State Street, Suite 1310 Albany New York 12207** which must include a statement incorporating all the requirements this RFQ into the Bidder's submission.
- B. Bid Form (the attached Bid Form shall be the only format accepted by the County)
- C. Corporate Statement of Qualifications (Single Page)
- D. New York State Asbestos Contracting License
- E. Resume of the proposed Point of Contact for the Project
- F. Certifications of proposed Project Monitors
- G. Sample Insurance Certificate showing coverages and limits as follows: General Liability Insurance (\$2,000,000/\$2,000,000), Pollution Liability Insurance (\$2,000,000/\$2,000,000), Professional Liability Insurance (\$1,000,000/\$1,000,000) and Automobile Liability Insurance (\$1,000,000/\$1,000,000). A Certificate of Worker Compensation Insurance.
- H. Company's standard operating procedures for performing Project Monitoring activities and the standard operating procedures for Air Sampling of Asbestos Abatement.

**MONITORING BID FORM
112 STATE STREET ELEVENTH FLOOR RENOVATION PROJECT
ALBANY, NEW YORK**

Bidder Name: _____

Bidder Address: _____

Bidder Contact: _____

Bidder Phone: _____

LABOR:

	QTY (shifts)	RATE	COST
A) Daily Rate for Asbestos Monitoring:	<u>35</u>	_____	_____

The daily rate shall be for 8 hours onsite Monday through Friday, **second shift 4:00 pm – 12:00 am**, for the performance of services identified in this RFQ along with all referenced documents for the asbestos abatement. Quantities indicated are for budget purposes only and actual charges shall be accrued in accordance with the work required to complete the project. Only one monitor shall be billed for work on any given day regardless of whether work involves project monitoring, air monitoring or both. The daily rate shall include all equipment costs and travel costs including time and mileage to travel to the site. The daily rate shall additionally include all management and administrative costs.

B) Weekend/Overtime Daily Rate for Asbestos Monitoring:

	QTY (shifts)	RATE	COST
❖ _____	<u>10</u>	_____	_____
❖ _____			

The weekend/overtime daily rate shall be for 8 hours onsite Saturdays, Sundays, and for shifts in addition to the standard forty (40) hour work week. The weekend/overtime daily rate includes the performance of services identified in this RFQ along with all referenced documents for the asbestos abatement. Quantities indicated are for budget purposes only and actual charges shall be accrued in accordance with the work required to complete the project. Only one monitor shall be billed for work on any given day regardless of whether work involves project monitoring, air monitoring or both. The daily rate shall include all equipment costs and travel costs including time and mileage to travel to the site. The daily rate shall additionally include all management and administrative costs.

Overtime rate (If Authorized) _____ (not to be included in Base Bid summation below)

ANALYSIS:

	QTY	RATE	COST
C) PCM Analysis (48 Hours turnaround):	<u>350</u>	_____	_____
❖ _____			
D) PCM Analysis (RUSH Monday-Friday):	<u>12</u>	_____	_____
(Work area clearance or under authorization)			
E) PCM Analysis (RUSH Weekend)	<u>8</u>	_____	_____
(Work area clearance or under authorization)			

TOTAL BASE BID SUMMATION (Sum of Costs A+B+C+D+E): \$ _____

	QTY	RATE	COST
❖ TEM Analysis (48 Hours turnaround) (Work area clearance or under authorization)		_____	

Submitted By: _____ Date: _____
(Signature of Authorized Agent)

Printed Name/Title: _____

ATTACHMENTS

Project Manual	Dated April 2024; <i>112 State Street 11th Floor Renovation Project</i>
Plan Drawing	H101 dated February 2024
Variance File No:	24-0128 with 7/22/2024 Amendment #1

Parking Facility Renovations

Project Number: B2002
 Project Status: New 1 Existing Amended
 Affiliated Bond Account(s): HHUF
 Amendment(s):
 2022-2026 extend timeline

The purpose of this project is to address the ongoing needed parking facility renovation, preservation /upkeep to County owned garages & facilities. We are proposing this plan to address the overall concern over the needed maintenance. The project has a projected completion date of 2024.

	Year	Pre 2023	2023	2024	2025	2026	2027	2028	Total
County		2.000	-						2.000
NYS Reimbursement									-
Other									-
Total County Cost		2.000	-	-	-	-	-	-	2.000

Albany County Green Capital Projects

Project Number: B2201
 Project Status: New Existing 1 Amended
 Affiliated Bond Account(s): HHG3 HHG0
 Amendment(s):

2024-2028 Project amended to add funding to outer years and expand scope.

This project will include the purchase of some electric vehicles and zero emission vehicles. It will also include some infrastructure improvements with renewable energy technology and energy efficient improvements. This year's request positions the County to make additional investments in renewable energy generation and clean heating and cooling of County facilities.

	Year	Pre 2023	2023	2024	2025	2026	2027	2028	Total
County		1.000	1.000	9.000	1.000	1.000	1.000	1.000	15.000
NYS Reimbursement									-
Other									-
Total County Cost		1.000	1.000	9.000	1.000	1.000	1.000	1.000	15.000

Various Building Upgrades & Improvements

Project Number: B2301
 Project Status: New Existing 1 Amended
 Affiliated Bond Account(s):
 Amendment(s):

2024-2028 Amended to clarify scope and increase funding needs.

This project will address the long term improvements to any / all County owned and operated facilities. Improvements will include, but not limited to, various upgrades such as mechanicals, HVAC, chillers, electrical, roofs, painting/carpeting, energy management systems, department moving & relocation costs, and engineering, structural, & property evaluations. NOTE: this project replaces several projects including, but not limited to, the County Office Building project, Facility Improvement Project, and the Office Modernization Project. These projects will generally have a useful life of 15 – 20 years.

	Year	Pre 2023	2023	2024	2025	2026	2027	2028	Total
County			7.000	7.000	7.000	5.000	5.000	-	31.000
NYS Reimbursement									-
Other									-
Total County Cost		-	7.000	7.000	7.000	5.000	5.000	-	31.000

2,
Eng
RESOLUTION NO. 96

BOND RESOLUTION ~~OF THE COUNTY OF ALBANY, NEW YORK,~~
AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE
DEPARTMENT OF GENERAL SERVICES, STATING THE ESTIMATED
MAXIMUM COST THEREOF IS \$500,000. APPROPRIATING SAID
AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$500,000
OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID
APPROPRIATION

Introduced: 3/14/22

By Audit and Finance Committee:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW
YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The County of Albany, New York (the "County") is hereby authorized to undertake various County facility improvement projects located in Albany County, New York. The improvement projects consist of various upgrades and improvements in various buildings, which shall include mechanical, HVAC, chillers, electrical, roofs (when necessary), painting and carpeting, moving expenses and the installations of energy management systems at various facilities, including any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2022 Capital Plan in the County's 2022-2026 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$500,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$500,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$500,000 to pay the costs of the capital projects.

The period of probable usefulness of the classes of objects or purposes herein authorized and for which \$500,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(35) of the New York Local Finance Law (the "Law") is at least five (5) years.

Section 2. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$500,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 3. The following additional matters are hereby determined and stated:

(a) The facilities described above are class "A" or "B" buildings, as defined in Section 11.00(a)(11)(a) and (b) of the Law.

(b) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 4. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 6. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 7. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such

purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 8. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced project. Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(1), (2), (27) and (31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to the project.

Section 9. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 2 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 10. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) (1) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(2) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(b) such obligations are authorized in violation of the provisions of the constitution.

Section 11. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full (or a summary as permitted by the Law), together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

On long roll call vote the following members voted in favor: Messrs. Beston, Bruschi, Burgdorf, Ms. Chapman, Messrs. Clay, Collins, Cleary, Commisso, Ms. Cunningham, Messrs. Domalewicz, Drake, Efekoro, Feeney, Fein, Grimm, A. Joyce, R. Joyce, Kuhn, Mss. Lekakis, Lockart, Messrs. Mauriello, Mayo, Mss. McLaughlin, McLean Lane, Messrs. Miller, O'Brien, Perlee, Peter, Ms. Plotsky, Messrs. Reidy, Reinhardt, Ricard, Simpson, Smith, Tunny, Ward, Mss. Whalen and Willingham -

38

Those opposed - 0

Resolution was adopted - 3/14/22

Albany County Request for Contract Approval

Contract #	2024-2262
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	A1620 - Building Services
Date Submitted	Thursday, August 29, 2024
Contact Person	Stover, Thomas
Contact Phone	+1 5184473020
Vendor Info	ESCO 12 Burdick Drive, Albany, NY 12205
Estimated Amount	\$38,760.00
Estimated Term	1/1/2025 to 12/31/2027
Scope of Services	HVAC Preventative Maintenance and Emergency Services for Cooperative Extension HVAC and 449 New Salem Road Emergency Center HVAC.
Budget Line Item	AA1620 - 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



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

August 29, 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,

Pursuant to RFB 2024-066 HVAC Preventive Maintenance and Emergency Services the Department of General Services requests authorization for a contract with ESCO as the lowest bidder for the noted components of the RFB:

Cooperative Extension HVAC and 449 New Salem Road Emergency Center HVAC

The not to exceed cost of \$38,760.00 includes the combined base bids of the noted facilities of \$8,790.00 plus a contingency allowance of \$30,000.00 to cover repair services not included in the Preventive Maintenance scope for the full three year term. Other components of RFB# 2024-066 will be covered under additional related contracts. As noted on the attached tabulation sheet.

Costs for these Services are included in the General Services budget under Fees for Services.

The term of this agreement will be January 1, 2025 – December 31, 2027. Existing Preventative Maintenance contracts expire December 31, 2024.

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
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WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O'Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: August 28, 2024

Re: RFB-2024-066 HVAC Preventative Maintenance and Emergency Service

After reviewing the bids received for RFB#2024-066 HVAC Preventative Maintenance and Emergency Service, I recommend awarding the General Services Facility Components as noted and highlighted on the attached tabulation work sheet.

General Services will obtain necessary authorization for each agreement.

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

DML:tas

Enclosure(s)

RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
	Location						
1	Office Building HVAC	\$ 19,865.00	\$ 19,875.00	NO BID	NO BID	\$ 28,050.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00			\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00			\$ 233.00	
2	Office Building Boilers	\$ 4,397.00	\$ 5,420.00	NO BID	\$ 4,064.00	\$ 16,750.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	
3	Office Building Chillers	NO BID	\$ 16,850.00	NO BID	NO BID	\$ 13,569.00	NO BID
	Standard Rate		\$ 106.00			\$ 204.00	
	OT Rate		\$ 145.00			\$ 239.00	
4	Office Building 5th Floor	\$ 3,972.00	\$ 4,575.00	NO BID	\$ 3,240.00	\$ 7,250.00	\$ 4,300.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	\$ 194.00
5	Mercantile Building HVAC	\$ 9,550.00	\$ 9,875.00	\$ 14,100.00	\$ 11,640.00	NO BID	\$ 8,900.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
6	Mercantile Building Boilers	\$ 1,480.00	\$ 3,400.00	NO BID	\$ 2,253.00	NO BID	\$ 4,300.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
7	Health/Mental Health Complex 175 Green St.	\$ 4,436.00	\$ 4,850.00	\$ 4,100.00	\$ 5,773.00	NO BID	\$ 5,400.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
8	Mental Health/ Board of Elections 224, 250, 260 S. Pearl St.	\$ 2,700.00	\$ 4,545.00	\$ 4,200.00	\$ 3,800.00	NO BID	\$ 7,200.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
		\$ 7,136.00		\$ 8,300.00			
9	Cooperative Extension HVAC	\$ 2,132.00	\$ 1,950.00	\$ 1,800.00	\$ 3,333.00	NO BID	\$ 3,000.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
10	Social Services HVAC	\$ 16,810.00	\$ 12,510.00	\$ 13,800.00	\$ 25,553.00	NO BID	\$ 16,200.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
11	Social Services Boilers	\$ 2,370.00	\$ 2,600.00	NO BID	\$ 2,368.00	NO BID	\$ 3,100.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
12	Judicial Building HVAC	\$ 9,130.00	\$ 8,900.00	NO BID	\$ 13,720.00	\$ 42,880.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	
13	Judicial Building Chillers	NO BID	\$ 23,375.00	NO BID	NO BID	\$ 23,241.00	NO BID
	Standard Rate		\$ 106.00		\$ 143.75	\$ 204.00	
	OT Rate		\$ 145.00		\$ 180.50	\$ 239.00	
14	Court House HVAC	\$ 20,110.00	\$ 20,485.00	NO BID	\$ 24,467.00	NO BID	NO BID
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		
		\$ 29,240.00	\$ 29,385.00				
15	Famiy Court HVAC	\$ 5,474.00	\$ 5,420.00	NO BID	\$ 8,733.00	NO BID	\$ 8,000.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
16	Family Court Boilers	\$ 2,895.00	\$ 3,200.00	NO BID	\$ 2,933.00	NO BID	\$ 4,000.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
		\$ 8,369.00	\$ 8,620.00				
17	Hall of Records HVAC	\$ 2,183.00	\$ 2,350.00	\$ 2,300.00	\$ 6,067.00	NO BID	\$ 6,000.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
23	Sheriff's E911 449 New Salem Road Emergency Center HVAC	NO BID	\$ 2,285.00	\$ 1,120.00	\$ 2,520.00	NO BID	\$ 1,300.00
	Standard Rate		\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate		\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
	Repair Material Markup Over Contractors Cost %	20.00%	21.00%	25.00%	20.00%	30.00%	20.00%

Annual	\$ 65,169.00	\$ 17,930.00	\$ 2,920.00	\$ 7,304.00	\$ 36,810.00	\$ 8,900.00
Term Total	\$ 195,507.00	\$ 53,790.00	\$ 8,760.00	\$ 21,912.00	\$ 110,430.00	\$ 26,700.00
Contingency Allowance	\$ 195,507.00	\$ 60,000.00	\$ 30,000.00	\$ 60,000.00	\$ 150,000.00	\$ 60,000.00
Contract Total	\$ 391,014.00	\$ 113,790.00	\$ 38,760.00	\$ 81,912.00	\$ 260,430.00	\$ 86,700.00



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David Latina, Commissioner
Department of General Services

FROM: Pamela O Neill
Purchasing Agent *Pamela* (12)

DATE: August 28, 2024

RE: RFB #2024-066, HVAC Preventative Maintenance and Emergency Service,
Cooperative Extension, Sheriff's E911 449 New Salem Road

I am in receipt of your recommendation to award the aforementioned to ESCO in the amount of \$38,760.00.

As ESCO is the lowest responsible and responsive bidder for the locations indicated, I concur with your recommendation.

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

COUNTY OF ALBANY

REQUEST FOR BIDS

VARIOUS ALBANY COUNTY DEPARTMENTS



RFB #2024-066

HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: HVAC Preventative Maintenance and Emergency Service
Bid Number: 2024-066

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

8/8/24

2024-0666

(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;

COUNTY OF ALBANY

BID FORM

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.
4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F")
 - (g) Non Interruption of Work Agreement (Attachment "G")
7. Communication concerning this Bid shall be addressed to:
- Tim Goard
- _____
- _____
- Phone: 518-482-0375
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: HVAC Preventative Maintenance and Emergency Service
Bid Number: 2024-066

Location	Preventive Maintenance (Inspections)- Price Per Year (all-inclusive of labor and materials)	Emergency Service/ Extra Work Standard Hourly Rate	Emergency Service/ Extra Work Overtime Hourly Rate
COUNTY OFFICE BUILDING HVAC	\$ —	\$	\$
COUNTY OFFICE BUILDING BOILERS	\$ —	\$	\$
COUNTY OFFICE BUILDING CHILLERS	\$ —	\$	\$
COUNTY OFFICE BUILDING 5th Fl. Server Room	\$ —	\$	\$
MERCANTILE BLDG HVAC	\$ 14,100	\$ 115	\$ 150
MERCANTILE BLDG BOILERS	\$ —	\$	\$
DEPT HEALTH/MENTAL HEALTH COMPLEX 175 GREEN STREET	\$ 4,100	\$ 115	\$ 150
DEPT HEALTH/MENTAL HEALTH/BOARD OF ELECTIONS BLDG. 244, 250 & 260 SO. PEARL ST	\$ 4,200	\$ 115	\$ 150
COOPERATIVE EXTENSION HVAC	\$ 1,800	\$ 115	\$ 150
DEPT. of SOCIAL SERVICES HVAC	\$ 13,800	\$ 115	\$ 150
DEPT. of SOCIAL SERVICES BOILERS	\$ —	\$	\$

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: HVAC Preventative Maintenance and Emergency Service

Bid Number: 2024-066

Location	Preventive Maintenance (Inspections)- Price Per Year (all-inclusive of labor and materials)	Emergency Service/ Extra Work Standard Hourly Rate	Emergency Service/ Extra Work Overtime Hourly Rate
JUDICIAL BLDG HVAC	\$ —	\$	\$
JUDICIAL BLDG CHILLERS	\$ —	\$	\$
COUNTY COURT HOUSE HVAC	\$ —	\$	\$
Family Court HVAC	\$ —	\$	\$
Family Court BOILERS	\$ —	\$	\$
HALL OF RECORDS HVAC	\$ 2,300	\$ 115	\$ 150
SHAKER PLACE HVAC	\$ —	\$	\$
HOCKEY FACILITIES HVAC	\$ —	\$	\$
HOCKEY FACILITIES Dehumidification Equipment	\$ —	\$	\$
HOCKEY FACILITIES CHILLER	\$ —	\$	\$

BF4

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: HVAC Preventative Maintenance and Emergency Service

Bid Number: 2024-066

Location	Preventive Maintenance (Inspections)- Price Per Year (all-inclusive of labor and materials)	Emergency Service/ Extra Work Standard Hourly Rate	Emergency Service/ Extra Work Overtime Hourly Rate
CORRECTIONAL FACILITY HVAC	\$ —	\$	\$
Sheriff E911 Building, 449 New Salem Rd, Voorheesville HVAC	\$ 1,120	\$ 115	\$ 150
Sheriff E911 Center, 26 Olive Street, Clarksville HVAC	\$ —		
<u>ALL</u> E911 Tower Locations HVAC	\$ —	\$	\$
Sheriff EMS & Ambulance HVAC	\$ 1,640	\$ 115	\$ 150
Sheriff Patrol Station Clarksville HVAC	\$ —	\$	\$
Sheriffs Renssealerville Station HVAC	\$ —	\$	\$
Department of Public Works – Main Shop & Engineering Unit HVAC	\$ —	\$	\$
Department of Public Works - <u>ALL</u> Subdivisions HVAC	\$ —	\$	\$
Water Purification District North Plant HVAC	\$ 660	\$ 115	\$ 150
Water Purification District South Plant HVAC	\$ 325	\$ 115	\$ 150
Repair Materials Markup Over Contractor's Cost (Percentage)	25 %		

BF5

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: HVAC Preventative Maintenance and Emergency Service
Bid Number: 2024-066

COMPANY:

ESCO Inc

ADDRESS:

12 Burdick Dr.

CITY, STATE, ZIP:

Albany, NY 12205

TEL. NO.:

518-482-0325

FAX NO.:

518-482-0398

FEDERAL TAX ID NO.:

14-1641336

REPRESENTATIVE:

E-MAIL:

TDG@ESCOHVAC.COM

SIGNATURE AND TITLE:

[Signature] Business Manager

DATE:

8/8/24

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.

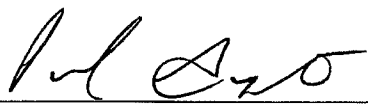
A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets 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.

8/12/29

Date


Signature

PRESIDENT
Title

ESCO 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 _____

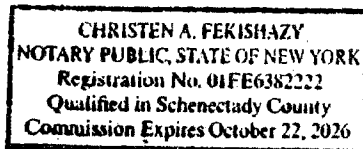
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Albany) SS.:

On this 12th day of August, 2024, before me personally appeared Paul Gigante to me known, who, being by me sworn, did say that he resides at (give address) 15 Chestnut Hill Loudonville NY 12211 that he is the (give title) President of the (name of corporation) ESCO, 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.



Christen A. Fekishazy
Notary Public, State of New York

Qualified in Schenectady

Commission Expires 10/22/26

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 "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME ESCO Inc		3. IDENTIFICATION NUMBERS a) FEIN # 14-1641336 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 12 Burdick Dr Albany NY 12205		7. TELEPHONE NUMBER 518-482-0375	8. FAX NUMBER 518-482-0398
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above Same		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number 518-482-0375 Fax Number 518-482-0398 e-mail			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

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

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

☐ Yes ☒ No

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

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

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

FEIN

8/12/24

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

Title

Company Name

Date

8/12/24

Paul Agio

President

ESCO Inc

ATTACHMENT "E"

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

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

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

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

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

Signature

Printed Name

Title

Date

Paul Gigante

PAUL GIGANTE

PRESIDENT

5/12/24

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? 43 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. 175 Green St, Albany County Department of Health - John Alix
\$4,100 per Year - HVAC 518-442-5512
End Date Dec 31st, 2024

2. Board of Elections 224 S. Pearl Albany - John Alix
\$2,380 per Year - HVAC 518-442-5512
End Date Dec 31st, 2024

3. Hall of Records, Albany Craig Carlson
\$2,090 per Year - HVAC 518-487-5141
End Date Dec 31st, 2024

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.

Sheriff EMS & Ambulance - Albany

\$ 1,510 - HVAC In progress

Health / Mental Health - 250,260 S. Pearl

\$ 2,240 - HVAC In progress

Fort Hunter Fire District

\$18,000 - HVAC controls 60% complete

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.

CAIA SURETY Ken Yodanis 518-869-8100

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

ON Bid Received

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.

ESCO INC

Correct Name of Bidder

(a) The business is a: CORPORATION

(b) The address of principal place of business is: 12 Burdick Dr.

Albany, NY 12205

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

Paul Gigante 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.

ESCO INC

Firm

Dated: 8/12/24

By P-L Gigaute

PAUL GIGAUTE

(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: ESCO INC

By: Paul Azzi
(Signature)

Paul Gigante
(Typed)

Title: President

Date: 8/12/24



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Albany County
Kayla Cronin, Specification Technician
112 State Street
Albany NY 12207

Schedule Year 2024
Date Requested 07/30/2024
PRC# 2024009632

Location Various County Facilities
Project ID# 2024-066
Project Type HVAC Preventative Maintenance and Emergency Service at various Albany County Facilities. Three year contract term.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2024 through June 2025. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: Paul Gigante president

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
	Location						
9	Cooperative Extension HVAC	\$ 2,132.00	\$ 1,950.00	\$ 1,800.00	\$ 3,333.00	NO BID	\$ 3,000.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
23	Sheriff's E911 449 New Salem Road Emergency Center HVAC	NO BID	\$ 2,285.00	\$ 1,120.00	\$ 2,520.00	NO BID	\$ 1,300.00
	Standard Rate		\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate		\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
	Repair Material Markup Over Contractors Cost %	20.00%	21.00%	25.00%	20.00%	30.00%	20.00%

Annual Total \$ 2,920.00

Term Total \$ 8,760.00

Contingency Allowance \$ 30,000.00

Contract Total \$ 38,760.00

RFB-2024-066
HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE
VARIOUS ALBANY COUNTY FACILITIES

GENERAL SPECIFICATIONS

I. HOURS OF SERVICE:

Regular Hours for service for all calls including emergency service shall be defined as Monday through Friday, between the hours of 7:30 A.M. to 4:30 P.M. with the exception of the Hockey Facility, DSS 1st Floor and the Judge's Chambers on the 4th Floor of the Judicial Building. Regular hours for the Hockey Facility will be 7:30 A.M. to 5:30 P.M. The Judicial Building, 4th Floor must be serviced before or after regular working hours. The 1st floor of DSS must be completed by 8:30 a.m. Monday through Friday.

Overtime Hours for emergency services shall be defined as Monday through Friday between the hours of 4:31 P.M. to 7:29 A.M., and anytime on Saturdays and Sundays. Overtime Hours for the Hockey Facility will be 5:31 P.M. to 7:29 A.M. Calls for any overtime shall be made and authorized only by the Plant Utilities Engineer or his/her named designee.

II. GENERAL PREVENTATIVE MAINTENANCE:

The contractor shall provide all labor, material, equipment, parts and supervision to perform HVAC and Refrigeration Preventative Maintenance as required by each County Facility.

IN GENERAL, IT SHALL BE UNDERSTOOD BY ALL CONTRACTORS THAT ALL FACTORY PUBLISHED PREVENTATIVE MAINTENANCE SCHEDULES AND PROCEDURES SHALL BE CARRIED OUT ON EACH PIECE OF EQUIPMENT WHETHER OR NOT THEY HAVE BEEN SPECIFICALLY POINTED OUT IN THESE SPECIFICATIONS.

Where noted in the detailed specifications section of this bid, scheduled periodic inspections and/or preventive maintenance calls at intervals that exceed the manufacturers published schedules, the detailed specifications schedules will supersede the manufacturers published schedules

ALL MATERIALS, PARTS AND LABOR REQUIRED TO PERFORM PREVENTIVE MAINTENANCE MUST BE INCLUDED IN THE ANNUAL CONTRACT PRICE.

The contractor is required to meet with the Plant Utilities Engineer, Building Superintendent or designated contact person prior to starting contract work on each visit to review work to be completed as per contract.

The contractor is required to call to schedule at least eight (8) business hours previous to arrival on site. Also, each contractor is required to submit to the Building Superintendent, Plant Utilities Engineer or designated contract person, a written report at the conclusion of each inspection. No repair work shall be done without prior approval.

The contractor shall maintain on site log books, detailing all adjustments and work done on each piece of equipment. These books will be maintained and left on each site readily available to the Building Superintendent, the Plant Utilities Engineer and/or designated contact person for his/her inspection and will remain on site after contract has ended. The site log book will be considered County of Albany property. The log book entries shall consist of all repairs and deficiencies of equipment on site.

RFB-2024-066
HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE
VARIOUS ALBANY COUNTY FACILITIES

GENERAL SPECIFICATIONS

Where Applicable:

ALL ASSOCIATED COOLING AND HEATING CIRCULATOR PUMPS ARE TO BE INCLUDED IN THE BID.

ALL PREVENTATIVE MAINTENANCE PERFORMED ON CHILLERS SHALL BE PERFORMED BY MANUFACTURE CERTIFIED TECHNICANS SPECIFIC TO THE CHILLER BEING SERVICED.
(Proof of Manufacturers Certification must be submitted with bid)

III. MATERIAL COSTS:

All materials used for routine preventive maintenance outlined in equipment listing, such as lubricants, filters and belts, must be included in the annual maintenance contract price. Contractor shall be responsible for removing all used parts including but not limited to lubricants, belts, filters and refrigerants if unusable.

All materials used for additional repairs beyond preventive maintenance will be billed in addition to the preventive maintenance contract price. Items must be listed on the invoice by the manufacturer's name and model number, serial number, type number where applicable and unit number where applicable and will be billed at Contractor's cost plus a markup percentage as submitted in the bid. Contractor must submit with their invoice, copies of all receipts for materials valued at greater than \$100.00. If the contractor expects to incur any additional costs not specified in these specifications, a list must be submitted of those items and corresponding charges or schedule with the bid proposal. There will be no additional charge for mileage or delivery. No other costs except those placed in the bid proposal at the time the bid is submitted will be considered by Albany County.

IV. REPAIR WORK:

The contractor shall only perform repair work with the authorization of the Building Superintendent, Plant Utilities Engineer or his/her designee. Payment will not be made for any repair work that is performed without authorization from the Building Superintendent or his designated representative.

Where Applicable:

ALL REPAIRS PERFORMED ON CHILLERS SHALL BE PERFORMED BY MANUFACTURE CERTIFIED TECHNICANS SPECIFIC TO THE CHILLER BEING SERVICED.

(Proof of Manufacturers Certification must be submitted with bid)

RFB-2024-066
HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE
VARIOUS ALBANY COUNTY FACILITIES

GENERAL SPECIFICATIONS

V. EMERGENCY REPAIRS AND “ON CALL” MAINTENANCE:

The contractor shall provide all labor, materials, equipment, parts and supervision to perform HVAC and refrigeration emergency repairs as required by each County Facility.

In the event of failure of equipment or controls, the Contractor shall have a service technician on the County Facility premises within two hours after notice by telephone. Repair service shall be provided during and after normal work hours. Repair service shall be provided 7 days a week, 24 hours a day, including Holidays. Response time shall not exceed 4 hours with the exception of the Hockey Facility and the 5th Floor of 112 State Street. Response time for these locations shall not exceed 2 hours.

Emergency repairs will be billed on a “Time and Materials” basis. Time/Labor costs shall be charged based upon the following rate classifications:

Standard Service Rate Per Hour
Overtime Rate Per Hour

Contractor must supply hourly labor rate and overtime labor rate that will be used for this contract duration. Rates must be supplied in the quote for this bid as a separate line item.

No repairs shall be performed without prior approval of the Building Superintendent or the Plant Utilities Engineer or his/her designee.

All technician(s) must sign in when arriving and sign out when the job is completed. They will sign in with the Building Superintendent, Plant Utilities Engineer or his/her designee. If the technician does not log in and out with the department designee, they may not be paid for the invoiced hours.

VI. WARRANTY:

The contractor shall warranty all work performed, preventative maintenance, and/or repair work for a period of at least 90 days. The contractor shall assist with exercising any manufacturer’s warranty of parts and/or equipment installed by the contractor.

VII. SAFETY:

The contractor shall perform all work in accordance with OSHA safety regulations and all Albany County Safety Regulations for the safety of the general public and the contractor’s employees.

RFB-2024-066
HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE
VARIOUS ALBANY COUNTY FACILITIES

GENERAL SPECIFICATIONS

VIII. TRAVEL AND PARKING:

- All Time and Mileage To, From and Between facilities for PM and Emergency Services are to be included in the annual contract price.
- The Contractor will be responsible for any traffic infractions and or parking violations attributable to employees of the Contractor.

IX. BID AWARD:

Each noted COMPONENT at each FACILITY as noted in the Building and Component list should be bid separately.

The bid may be awarded in separate contracts for each individual facility and/or component, or as an aggregate contract to one bidder. Bidders may quote, as an additional notation on the bid form, a discounted bid price for the award of all the facilities on an aggregate contract basis.

It is the intent that the HVAC Component for the Judicial Center and the County Court House be awarded to a single contractor.

It is the intent that the facilities of 175 Green Street and (224, 250 & 260) South Pearl Street be awarded to a single contractor.

RFB-2024-066 - DETAILED SPECIFICATIONS

<u>COOPERATIVE EXTENSION</u> 24 Martin Road Voorheesville, NY 12186 Contact: John Alix Telephone (518) 447-5512		<u>Min. Vendor Qualifications</u> 5 YEARS COMMERCIAL HVAC MAINTENANCE/ REPAIR EXPERIENCE 3 Customer Service References	
<u>Equipment</u> 4 Trane Roof Top Units Model # YCD090D34CBE S# Z171-02682D, 02741D, 02770D, 02502D 1 Trane Roof Top Unit Model # YCD048C3HABF S# Z12102406D 1 Trane Roof Top Unit Model # YCD036C3HABE S# Z12100736D 1 - Lenox Heater Roof Top Unit Model		<u>Maintenance Schedule/ Service Requirements</u> 4 INSPECTIONS/YEAR • Check all operating and safety controls • Check all electrical connections • Check refrigerant charge and oil level in compressor if sight glass is installed • Check belts and adjust as per maintenance below • Grease motors and bearings as necessary • Check for refrigerant leaks • Clean condensate drain • Check overall system performance • Maintain an on-site log book Maintenance: • Air Filter Changing 4 times/year • Condenser Cleaning 1 time/year (late June) 2 TIMES PER YEAR – GREASE/LUBRICATE/CHECK OPERATION AND CONDITION OF DAMPERS • Lubricate damper bearings and linkages with proper lubricants. (example white lithium chain lube, low debris adherence levels) • All equipment equipped with dampers within this contract 1 TIME PER YEAR – BELT DRIVE MAINTENANCE • Replace belts, check pulley/sheaves conditions, adjust belts to manufactures recommendations unless otherwise noted reasoning. • Adjust and align pulleys	

RFB-2024-066 - DETAILED SPECIFICATIONS

<u>ALBANY COUNTY SHERIFF'S E-911 BUILDING</u> 449 New Salem Road, Voorheesville, NY 12186 Contact: Kevin Demarest Telephone (518) 605-9189		
<u>Equipment</u>	<u>Maintenance Schedule/ Service Requirements</u>	<u>Min. Vendor Qualifications</u>
1 - Carrier Weathermaster Model #48HJE007-521BT Package Unit 1 - Carrier Ceiling Suspended Unit #40QA024 1 - Carrier Outdoor Unit #38HDC024-341/2904X92164 1 - Sanyo Ductless Split System 1 - Carrier VVT System 1 - Vapac-Microvap Model #V10/5	4 TIMES/YEAR • Check belts and adjust as needed. (Replace Belt(s) once a year.) • Grease motor and bearings. • Check and tighten all electrical connections. • Check refrigerant charge. • Clean condensers as needed. • Check and adjust all operating and safety controls as needed. • Check overall performance. • Change Air Filters and make sure all units have filters installed. 2 Times/Year • Check all VVT system damper operations for proper operation	5 YEARS COMMERCIAL HVAC MAINTENANCE/ REPAIR EXPERIENCE 5 YEARS EXPERIENCE IN CARRIER VVT SYSTEMS 3 Customer Service References including 2 specific to Carrier HVAC systems and Sanyo Ductless Split Systems.

Albany County Request for Contract Approval

Contract #	2024-2263
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Thursday, August 29, 2024
Contact Person	Stover, Thomas
Contact Phone	+1 5184473020
Vendor Info	John W Danforth Company 5 Liebich Lane, Clifton Park, NY 12065
Estimated Amount	\$81,912.00
Estimated Term	1/1/2025 to 12/31/2027
Scope of Services	HVAC Preventive Maintenance and Emergency Services for County Office Building Boilers and County Office Building 5th Floor Server Room.
Budget Line Item	AA1620 - 44046 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

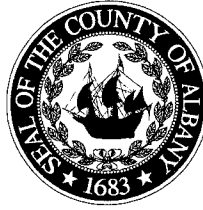
For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



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

August 29, 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,

Pursuant to RFB 2024-066 HVAC Preventive Maintenance and Emergency Services the Department of General Services requests authorization for a contract with John W Danforth Company as the lowest bidder for the noted components of the RFB:

County Office Building Boilers and County Office Building 5th Floor Server Room

The not to exceed cost of \$81,912.00 includes the combined base bids of the noted facilities of \$21,912.00 plus a contingency allowance of \$60,000.00 to cover repair services not included in the Preventive Maintenance scope for the full three year term. Other components of RFB# 2024-066 will be covered under additional related contracts. As noted on the attached tabulation sheet.

Costs for these Services are included in the General Services budget under Fees for Services.

The term of this agreement will be January 1, 2025 – December 31, 2027. Existing Preventative Maintenance contracts expire December 31, 2024.

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

Thank you,

David M. Latina
Commissioner

DML:tas



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: August 28, 2024

Re: RFB-2024-066 HVAC Preventative Maintenance and Emergency Service

After reviewing the bids received for RFB#2024-066 HVAC Preventative Maintenance and Emergency Service, I recommend awarding the General Services Facility Components as noted and highlighted on the attached tabulation work sheet.

General Services will obtain necessary authorization for each agreement.

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

DML:tas

Enclosure(s)

RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
	Location						
1	Office Building HVAC	\$ 19,865.00	\$ 19,875.00	NO BID	NO BID	\$ 28,050.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00			\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00			\$ 233.00	
2	Office Building Boilers	\$ 4,397.00	\$ 5,420.00	NO BID	\$ 4,064.00	\$ 16,750.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	
3	Office Building Chillers	NO BID	\$ 16,850.00	NO BID	NO BID	\$ 13,569.00	NO BID
	Standard Rate		\$ 106.00			\$ 204.00	
	OT Rate		\$ 145.00			\$ 239.00	
4	Office Building 5th Floor	\$ 3,972.00	\$ 4,575.00	NO BID	\$ 3,240.00	\$ 7,250.00	\$ 4,300.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	\$ 194.00
5	Mercantile Building HVAC	\$ 9,550.00	\$ 9,875.00	\$ 14,100.00	\$ 11,640.00	NO BID	\$ 8,900.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
6	Mercantile Building Boilers	\$ 1,480.00	\$ 3,400.00	NO BID	\$ 2,253.00	NO BID	\$ 4,300.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
7	Health/Mental Health Complex 175 Green St.	\$ 4,436.00	\$ 4,850.00	\$ 4,100.00	\$ 5,773.00	NO BID	\$ 5,400.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
8	Mental Health/ Board of Elections 224, 250, 260 S. Pearl St.	\$ 2,700.00	\$ 4,545.00	\$ 4,200.00	\$ 3,800.00	NO BID	\$ 7,200.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
		\$ 7,136.00		\$ 8,300.00			
9	Cooperative Extension HVAC	\$ 2,132.00	\$ 1,950.00	\$ 1,800.00	\$ 3,333.00	NO BID	\$ 3,000.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
10	Social Services HVAC	\$ 16,810.00	\$ 12,510.00	\$ 13,800.00	\$ 25,553.00	NO BID	\$ 16,200.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
11	Social Services Boilers	\$ 2,370.00	\$ 2,600.00	NO BID	\$ 2,368.00	NO BID	\$ 3,100.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
12	Judicial Building HVAC	\$ 9,130.00	\$ 8,900.00	NO BID	\$ 13,720.00	\$ 42,880.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	
13	Judicial Building Chillers	NO BID	\$ 23,375.00	NO BID	NO BID	\$ 23,241.00	NO BID
	Standard Rate		\$ 106.00		\$ 143.75	\$ 204.00	
	OT Rate		\$ 145.00		\$ 180.50	\$ 239.00	
14	Court House HVAC	\$ 20,110.00	\$ 20,485.00	NO BID	\$ 24,467.00	NO BID	NO BID
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		
		\$ 29,240.00	\$ 29,385.00				
15	Famiy Court HVAC	\$ 5,474.00	\$ 5,420.00	NO BID	\$ 8,733.00	NO BID	\$ 8,000.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
16	Family Court Boilers	\$ 2,895.00	\$ 3,200.00	NO BID	\$ 2,933.00	NO BID	\$ 4,000.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
		\$ 8,369.00	\$ 8,620.00				
17	Hall of Records HVAC	\$ 2,183.00	\$ 2,350.00	\$ 2,300.00	\$ 6,067.00	NO BID	\$ 6,000.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
23	Sheriff's E911 449 New Salem Road Emergency Center HVAC	NO BID	\$ 2,285.00	\$ 1,120.00	\$ 2,520.00	NO BID	\$ 1,300.00
	Standard Rate		\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate		\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
	Repair Material Markup Over Contractors Cost %	20.00%	21.00%	25.00%	20.00%	30.00%	20.00%

Annual	\$ 65,169.00	\$ 17,930.00	\$ 2,920.00	\$ 7,304.00	\$ 36,810.00	\$ 8,900.00
Term Total	\$ 195,507.00	\$ 53,790.00	\$ 8,760.00	\$ 21,912.00	\$ 110,430.00	\$ 26,700.00
Contingency Allowance	\$ 195,507.00	\$ 60,000.00	\$ 30,000.00	\$ 60,000.00	\$ 150,000.00	\$ 60,000.00
Contract Total	\$ 391,014.00	\$ 113,790.00	\$ 38,760.00	\$ 81,912.00	\$ 260,430.00	\$ 86,700.00



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David Latina, Commissioner
Department of General Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: August 28, 2024

RE: RFB #2024-066, HVAC Preventative Maintenance and Emergency Service,
112 State Street Office Boilers, 112 State Street, 5th Floor

I am in receipt of your recommendation to award the aforementioned to JW Danforth in the amount of \$81,912.00.

As JW Danforth is the lowest responsible and responsive bidder for the locations indicated, I concur with your recommendation.

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: HVAC Preventative Maintenance and Emergency Service
Bid Number: 2024-066

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;

COUNTY OF ALBANY

BID FORM

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.
4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- ✓(a) Non-Collusive Bidding Certificate (Attachment "A")
 - ✓(b) Acknowledgment by Bidder (Attachment "B")
 - ✓(c) Vendor Responsibility Questionnaire (Attachment "C")
 - ✓(d) Iranian Energy Divestment Certification (Attachment "D")
 - ✓(e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - ✓(f) Bidder Qualification Questionnaire (Attachment "F")
 - ✓(g) Non Interruption of Work Agreement (Attachment "G")
7. Communication concerning this Bid shall be addressed to:
- Steve Hoffman, Account Sales Executive
- shoffman@jwdanforth.com
- Phone: 518-365-3589
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: HVAC Preventative Maintenance and Emergency Service

Bid Number: 2024-066

Location	Preventive Maintenance (Inspections)- Price Per Year (all-inclusive of labor and materials)	Emergency Service/ Extra Work Standard Hourly Rate	Emergency Service/ Extra Work Overtime Hourly Rate
JUDICIAL BLDG HVAC	\$ 13,720. ⁰⁰	\$ 143.75	\$ 180.50
JUDICIAL BLDG CHILLERS	\$ No Bid	\$ 143.75	\$ 180.50
COUNTY COURT HOUSE HVAC	\$ 24,467. ⁰⁰	\$ 143.75	\$ 180.50
Family Court HVAC	\$ 8,733. ⁰⁰	\$ 143.75	\$ 180.50
Family Court BOILERS	\$ 2,933. ⁰⁰	\$ 143.75	\$ 180.50
HALL OF RECORDS HVAC	\$ 6,067. ⁰⁰	\$ 143.75	\$ 180.50
SHAKER PLACE HVAC	\$ No Bid	\$ 143.75	\$ 180.50
HOCKEY FACILITIES HVAC	\$ 2,957. ⁰⁰	\$ 143.75	\$ 180.50
HOCKEY FACILITIES Dehumidification Equipment	\$ 2,453. ⁰⁰	\$ 143.75	\$ 180.50
HOCKEY FACILITIES CHILLER	\$ No Bid	\$ 143.75	\$ 180.50

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COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: HVAC Preventative Maintenance and Emergency Service
Bid Number: 2024-066

Location	Preventive Maintenance (Inspections)- Price Per Year (all-inclusive of labor and materials)	Emergency Service/ Extra Work Standard Hourly Rate	Emergency Service/ Extra Work Overtime Hourly Rate
COUNTY OFFICE BUILDING HVAC	\$ No Bid	\$ 143.75	\$ 180.50
COUNTY OFFICE BUILDING BOILERS	\$ 4,064. ⁰⁰	\$ 143.75	\$ 180.50
COUNTY OFFICE BUILDING CHILLERS	\$ No Bid	\$ 143.75	\$ 180.50
COUNTY OFFICE BUILDING 5th Fl. Server Room	\$ 3,240. ⁰⁰	\$ 143.75	\$ 180.50
MERCANTILE BLDG HVAC	\$ 11,640. ⁰⁰	\$ 143.75	\$ 180.50
MERCANTILE BLDG BOILERS	\$ 2,253. ⁰⁰	\$ 143.75	\$ 180.50
DEPT HEALTH/MENTAL HEALTH COMPLEX 175 GREEN STREET	\$ 5,773. ⁰⁰	\$ 143.75	\$ 180.50
DEPT HEALTH/MENTAL HEALTH/BOARD OF ELECTIONS BLDG. 244, 250 & 260 SO. PEARL ST	\$ 3,800. ⁰⁰	\$ 143.75	\$ 180.50
COOPERATIVE EXTENSION HVAC	\$ 3,333. ⁰⁰	\$ 143.75	\$ 180.50
DEPT. of SOCIAL SERVICES HVAC	\$ 25,553. ⁰⁰	\$ 143.75	\$ 180.50
DEPT. of SOCIAL SERVICES BOILERS	\$ 2,368. ⁰⁰	\$ 143.75	\$ 180.50

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: HVAC Preventative Maintenance and Emergency Service

Bid Number: 2024-066

Location	Preventive Maintenance (Inspections)- Price Per Year (all-inclusive of labor and materials)	Emergency Service/ Extra Work Standard Hourly Rate	Emergency Service/ Extra Work Overtime Hourly Rate
CORRECTIONAL FACILITY HVAC	\$ No Bid	\$ 143.75	\$ 180.50
Sheriff E911 Building, 449 New Salem Rd, Voorheesville HVAC	\$ 2,520. ⁰⁰	\$ 143.75	\$ 180.50
Sheriff E911 Center, 26 Olive Street, Clarksville HVAC	\$ 3,832. ⁰⁰	\$ 143.75	\$ 180.50
ALL E911 Tower Locations HVAC	\$ 4,273. ⁰⁰	\$ 143.75	\$ 180.50
Sheriff EMS & Ambulance HVAC	\$ 1,887. ⁰⁰	\$ 143.75	\$ 180.50
Sheriff Patrol Station Clarksville HVAC	\$ 2,328. ⁰⁰	\$ 143.75	\$ 180.50
Sheriffs Rensselaerville Station HVAC	\$ 1,179. ⁰⁰	\$ 143.75	\$ 180.50
Department of Public Works – Main Shop & Engineering Unit HVAC	\$ 1,081. ⁰⁰	\$ 143.75	\$ 180.50
Department of Public Works - ALL Subdivisions HVAC	\$ 4,087. ⁰⁰	\$ 143.75	\$ 180.50
Water Purification District North Plant HVAC	\$ 790. ⁰⁰	\$ 143.75	\$ 180.50
Water Purification District South Plant HVAC	\$ 757. ⁰⁰	\$ 143.75	\$ 180.50
Repair Materials Markup Over Contractor's Cost (Percentage)	20 %		

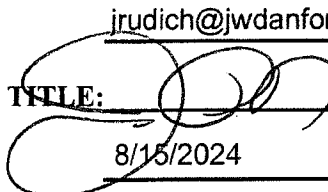
BF5

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: HVAC Preventative Maintenance and Emergency Service
Bid Number: 2024-066

COMPANY: John W. Danforth Company
ADDRESS: 5 Liebich Lane
CITY, STATE, ZIP: Clifton Park, NY 12065
TEL. NO.: (518) 400-1600
FAX NO.: (518) 406-5477
FEDERAL TAX ID NO.: 16-0401910
REPRESENTATIVE: Jason P. Rudich
E-MAIL: jrudich@jwdanforth.com
SIGNATURE AND TITLE:  Executive Vice President
DATE: 8/15/2024

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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.

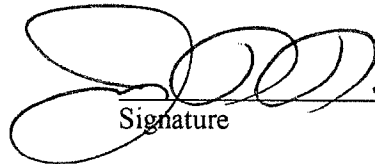
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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 Vice President
Title

John W. Danforth Company
Company Name

8/15/2024
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 _____

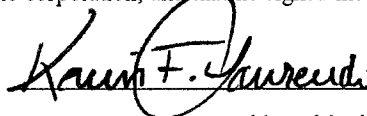
Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Erie) SS.:

On this 15th day of August, 20024, before me personally appeared Jason P. Rudich to me known, who, being by me sworn, did say that he resides at (give address) Marilla, NY; that he is the (give title) Executive Vice President of the (name of corporation) John W. Danforth Company, 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.

KEVIN F. LAURENDI
No. 01LA6346040
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 08/08/2028



Notary Public, State of New York

Qualified in Erie County

Commission Expires 08/08/2028

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 John W. Danforth Company		3. IDENTIFICATION NUMBERS a) FEIN # 16-0401910 b) DUNS # 00-6976500	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.jwdanforth.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 300 Colvin Woods Parkway Tonawanda, NY 14150		7. TELEPHONE NUMBER (716) 832-1940	8. FAX NUMBER (716) 832-2388
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Jason P. Rudich Title Executive Vice President Telephone Number (716) 832-1940 Fax Number (716) 832-2388 e-mail jrudich@jwdanforth.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Robert Beck	TITLE CEO	b) NAME Brian Tubin	TITLE CFO
c) NAME Patrick W. McParlane	TITLE President	d) NAME Jason P. Rudich	TITLE EVP
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES." AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

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

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ : ☐ Yes ☒ No

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # 16-0401910

State of: New York)
) ss:
County of: Erie)

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.

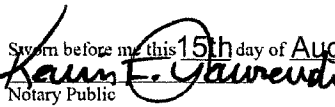
The undersigned certifies that he/she:

- 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.

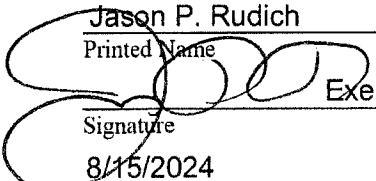
Name of Business John W. Danforth Co. Signature of Owner

Address 5 Liebich Lane
Clifton Park, NY 12065
City, State, Zip

Printed Name of Signatory Jason P. Rudich
Title Executive Vice President

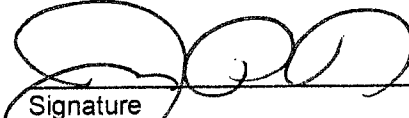
Sworn before me this 15th day of August, 2024.

Notary Public

KEVIN F. LAURENDI
No. 01LA6346040
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 08/08/2028

Jason P. Rudich
Printed Name

Executive Vice President
Signature
8/15/2024
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

Jason P. Rudich, Executive Vice President
Title

8/15/2024
Date

John W. Danforth Company
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: John W. Danforth Company

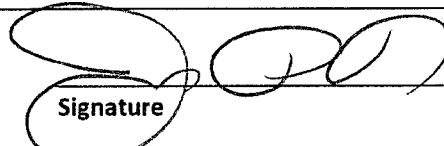
Address: 5 Liebich Lane

Clifton Park, NY 12065

Phone Number(s): (518) 400-1600

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

Jason P. Rudich

Printed Name

Executive Vice President

Title

8/15/2024

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? 140 years

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

1. _____

2. _____

3. _____

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

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

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.

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.

Walsh Duffield, 801 Main Street, Buffalo, NY 14203 (716) 853-3820 Ted Walsh

Key Bank of New York, 50 Fountain Plaza, Buffalo, NY 14202 (716) 819-5395 Sean Moskal

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.

John W. Danforth Company
Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 300 Colvin Woods Parkway
Tonawanda, NY 14150

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

Robert Beck, CEO, Patrick W. McParlane, President, Brian Tubin, CFO,

Jason P. Rudich, Executive Vice President

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

NYS Vendor ID: 1000001477

Question 3.1: List all current uncompleted construction contracts:									
Agency/Owner	Buffalo Bills New Stadium Underground Plumbing			Award Date	Completion Date				
Contact Person	Telephone No.	Designer Architect and /or Design Engineer							
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	Total Contract Amount	Amount Sublet to others	Uncompleted Amount				
1.	Lyndsey Spangel	(646) 842-1659	Designer Architect and /or Design Engineer Populous						
	Plumbing	Prime	Joint Venture (JV) Name, if applicable N/A	\$12,421,000.00	\$12,421,000.00				
				\$2,772,113.00	\$0				
2.	Syracuse Regional Airport Authority HVAC Replacements								
	Robin Wilkins	(315) 897-0543	Designer Architect and /or Design Engineer Corgan						
	HVAC	Prime	Joint Venture (JV) Name, if applicable N/A	\$9,681,556.00	\$9,591,549				
				\$2,514,260.00	\$0				
3.	Erie County EPC II								
	Kris Straus	(716) 858-7294	Designer Architect and /or Design Engineer Clark Patterson Lee						
	EPC	Sub	Joint Venture (JV) Name, if applicable N/A	\$10,547,388.00	\$2,445,453.00				
				\$385,000.00	\$0				
4.	Webster WPCF Improvements Phase 2 (Contract with Navitas, LLC)								
	Greg Lachanski	(518) 421-7515	Designer Architect and /or Design Engineer Barton & Loguidice, D.P.C.						
	Wastewater	Sub	Joint Venture (JV) Name, if applicable NA	\$4,127,793.00	\$4,025,397.00				
				\$215,094.00	\$0				

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

NYS Vendor ID: 1000001477

Question 3.1: List all current uncompleted construction contracts:

5.	Agency/Owner Roswell Park CCC 2 nd Floor CGMP Facility		Award Date 9/18/2023		Completion Date 9/15/2024	
	Contact Person Tony Cimino	Telephone No. (716) 955-0986	Designer Architect and /or Design Engineer LaBella Associates, DPC			
	Contract No. HVAC/SM	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable 0	
	Total Contract Amount \$6,777,285.00		Amount Sublet to others \$2,756,504.00		Uncompleted Amount \$6,276,775	
6.	Agency/Owner University at Buffalo Renovate Foster Hall (Contract with Manning Squires Hennig)		Award Date 6/1/2022		Completion Date 4/1/2025	
	Contact Person Tom Parmenter	Telephone No. (585) 703-2830	Designer Architect and /or Design Engineer Mitchell Giurgola Architects, LLP			
	Contract No. HVAC/SM	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable 0	
	Total Contract Amount \$9,306,517.00		Amount Sublet to others \$4,292,340		Uncompleted Amount \$4,139,395.00	
7.	Agency/Owner Wolfspeed M-Line West Expansion (Contract with Whiting-Turner)		Award Date 4/24/2023		Completion Date 12/31/2024	
	Contact Person Dan Chesnick	Telephone No. (203) 780-8700	Designer Architect and /or Design Engineer Exyte			
	Contract No. HVAC	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable 0	
	Total Contract Amount \$7,789,443.00		Amount Sublet to others \$1,568,338		Uncompleted Amount \$4,777,733	
8.	Agency/Owner U of R Bailey Road 2 nd Floor Expansion (Contract with LeChase Construction)		Award Date 7/1/2023		Completion Date 12/31/2024	
	Contact Person Nick Optis	Telephone No. (585) 478-6124	Designer Architect and /or Design Engineer HOLT Architects			
	Contract No. HVAC/Plum	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable 0	
	Total Contract Amount \$5,170,780.00		Amount Sublet to others \$1,046,125		Uncompleted Amount \$4,133,716.00	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

NYS Vendor ID: 1000001477

Question 3.1: List all current uncompleted construction contracts:						
9.	Agency/Owner Bird Island WWTP Secondary System Rehab Contract A		Award Date 10/4/2021		Completion Date 8/4/2025	
	Contact Person Timothy Blake	Telephone No. (716) 851-4664	Designer Architect and /or Design Engineer AECOM			
	Contract No. Wastewtr	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable 0	
	Total Contract Amount \$21,803,170.00		Amount Sublet to others \$2,023,658.00		Uncompleted Amount \$17,965,311.00	
10.	Agency/Owner Attica CF NYPA DOCCS EEP (Contract with Wendel Energy)		Award Date 8/1/2022		Completion Date 3/30/2024	
	Contact Person Adam Beyer	Telephone No. (716) 688-0766	Designer Architect and /or Design Engineer Wendel			
	Contract No. HVAC	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable 0	
	Total Contract Amount \$3,449,214.00		Amount Sublet to others \$1,688,088		Uncompleted Amount \$3,060,974.00	
Grand Total All Uncompleted Contracts			\$68,837,303.00			

CURRENT PROJECTS IN PROGRESS - ROCHESTER/SYRACUSE OFFICES

Project	P/L No.	Owner	Contract With	Contact	Phone No.	Contract Amount	% Complete	Scheduled Completion
Canandaigua VA CLC Phase 2	70011	Canandaigua VA Medical Center	North Central Mechanical, Inc.	Bernard Budimir	(814) 788-2003	\$ 16,864,366.00	61%	7/31/24
Plug Power	70081	Plug Power	Plug Power	Greg Migditch	(518) 782-7700	\$ 23,592,905.00	99%	12/29/24
Akoustis - Tel Track 3 Install	70096	Akoustis	Akoustis	Chris Tiano	(585) 313-6120	\$ 2,290,221.00	99%	12/31/24
Project ROC1 Amazon	70098	Trammell Crow Company	Layton Construction Company	John Mahon	(585) 285-8320	\$ 19,504,949.00	99%	5/1/24
Wellsville WWTP HVAC & Plumbing	70126	Village of Wellsville	Village of Wellsville	Dan McKenna	(585) 381-9250	\$ 404,790.00	97%	7/31/24
Rochester Psych Center BMS Upgrades	70142	DASNY - Rochester Psych Center	OCM Construction Inc.	Mark Jackson	(716) 435-9423	\$ 549,208.00	90%	4/30/24
Wellsville WWTP Boiler Replacement	70153	Village of Wellsville	Village of Wellsville	Dean Arnold	(585) 610-8486	\$ 449,200.00	59%	10/31/24
O'Connell Electric - 350 Systems Road	70159	O'Connell Electric	O'Connell Electric	Dick Campling	(585) 734-3510	\$ 1,138,986.00	99%	12/31/24
LSI Building 7 Clean Room Install Phase 2	70166	O'Connell Electric	LSI Solutions	Erica DiNapoli	(585) 869-0339	\$ 7,137,318.00	97%	4/30/24
SUNY Alfred Water Treatment Building	70183	LSI Solutions	LSI Solutions	John Mahon	(585) 734-3510	\$ 1,339,208.00	93%	5/30/24
RCSO Charlotte Campus Renovation	70202	SUNY Alfred	Streeter Associates	Shannel Soanes	(607) 734-4151	\$ 2,300,226.00	68%	8/31/24
Alfred Almond CSD 2023 CIP	70206	Rochester City School District Design Group	Rochester City School District Design Group	Steve Morse	(607) 382-6946	\$ 1,384,349.00	73%	8/16/24
Dundee WRRF HVAC Improvements	70210	Alfred Almond Central School District	Alfred Almond Central School District	Erin Ryan	(585) 325-7190	\$ 315,000.00	63%	11/22/24
Village of Wayland WWTP	70212	Village of Dundee	Village of Dundee	Marlies Guest	(585) 728-2800	\$ 267,200.00	43%	6/15/24
FCCC Science Lab 823016	70213	Village of Wayland	Village of Wayland	Dave Martello	(585) 967-1805	\$ 235,564.00	98%	7/12/24
Union Springs CSD 2022 HVAC Renovations	70216	Ontario County	Ontario County Purchasing Department	Kory Hunsinger	(585) 613-6026	\$ 279,201.00	91%	7/12/24
Avoca Central School District HVAC & Plumbing	70217	Union Springs Central School District	Union Springs Central School District	Kory Hunsinger	(585) 613-6026	\$ 120,869.00	92%	7/1/24
Avoca Central School District	70217	Avoca Central School District	Avoca Central School District					
University of Rochester Pediatric IR Suite Renovation	70218	University of Rochester	Holdsworth Klimowski	Bob Klimowski	(585) 924-4800	\$ 342,633.00	95%	7/16/24
Webster WPCF Improvements Phase 2	70219	Town of Webster	Navitas, LLC	Greg Lechanski	(518) 421-7515	\$ 4,127,793.00	9%	1/1/26
University of Rochester Bailey Road Phase 3	70220	University of Rochester	LeChase Construction	Nick Opits	(585) 478-6124	\$ 5,171,711.00	58%	12/31/24
Town of Webster WPCF Administration Building	70229	Town of Webster	Christa Construction	Damon Allen	(585) 924-3050	\$ 941,571.00	23%	9/15/24
University of Rochester Canal Ponds Chiller No 1	70232	University of Rochester	University of Rochester	Adam Keller	(585) 313-8596	\$ 560,740.00	85%	9/25/24
The Little Theater Renovations	70233	WXII Public Broadcasting Council	WXII Public Broadcasting Council	Susan Rogers	(585) 509-2651	\$ 762,659.00	91%	8/21/24
NYS Veterans Cemetery	70236	NYS Department of Veteran Services	NYS Department of Veteran Services	Johannan Fishbein		\$ 185,500.00	7%	12/31/24
SUNY Brockport Turtle Hall Pool Upgrades	70243	SUNY Brockport	SUNY Brockport	Mark Stacey	(585) 395-5149	\$ 971,700.00	63%	10/1/24
Wellsville Central School District 2023 Capital Improvements	70246	Wellsville Central School District	Wellsville Central School District	TBD		\$ 275,300.00	7%	9/1/24
Avoca Central School District 2023 CIP	70249	Avoca Central School District	Avoca Central School District	Stephen Saxton	(607) 566-3000	\$ 540,350.00	42%	8/16/24
Albion Corrections Facility Wide Alarm System	70251	Albion Correctional Facility	NYS Office of General Services	Tim Ebersole	(716) 238-6954	\$ 912,961.00	4%	3/1/28
Nazareth College Kearney Hall	70255	Nazareth College	LeChase Construction	Don Grace	(585) 967-1832	\$ 1,030,000.00	19%	10/3/25
SUNY Alfred Roof Replacement	70260	Alfred University	LeChase Construction	Fred Thompson	(607) 425-5407	\$ 1,302,791.00	1%	10/31/25
Shoremont Water Treatment Plant Phase 3 Improvements	70263	Monroe County Water Authority	Monroe County Water Authority	Roy Cleveland		\$ 3,395,000.00	2%	5/1/25
Rochester Institute of Technology Gosnell AC Sheetmetal	70266	Rochester Institute of Technology	Bell Mechanical Contractor, Inc.	Dennis Bell		\$ 484,000.00	32%	9/1/25
University of Rochester Medical Center BMT Infusion Suite	70267	University of Rochester	DGA Builders LLC	Greg Hart	(585) 739-6888	\$ 27,872.00	25%	12/31/24
Romulus Central School District 2023 Capital Improvement Project	70268	Romulus Central School District	Romulus Central School District	Brian Barlow	(607) 768-3462	\$ 1,217,559.00	6%	12/31/25
Village of Webster WWTP Contract No 3 HVAC	70271	Village of Webster	Village of Webster	Derrick Burgess	(585) 454-6110	\$ 837,800.00	3%	12/1/25
Rochester City School District James Monroe High School Renovations	70272	Rochester City School District Design Group	Rochester City School District Design Group	Dave Strabel	(585) 336-4010	\$ 212,800.00	4%	8/16/24
Town of Lysander Energy Contract	75011	Town of Lysander	Town of Lysander	Al Yager	(315) 857-0291	\$ 684,037.00	95%	6/1/24
Mohawk Valley Health Systems New Downtown Hospital National Cemetery - Added Woodlawn Hydrant	75048	Mohawk Valley Health Systems	Gilbane Building Company	Joe Tamburello	(315) 790-2003	\$ 61,120,173.00	99%	6/30/24
Syracuse VA Medical Center 3rd & 4th Floor D-Wing Renovations	75056	National Cemetery Administration	Cornerstone Contracting, Inc.	Darin Robaczewski	(224) 404-1733	\$ 378,216.00	98%	7/28/24
Marcy Psych Center Bldg 39 & 77 Renovations	75066	VA of Western New York	Robert F. Hyland & Sons			\$ 1,831,926.00	99%	7/1/24
North Syracuse Central Schools - EPC	75077	DASNY	Murnane Building Contractors	Andy Kantor	(315) 570-3160	\$ 19,357,839.00	95%	8/2/24
Hutchings Psych Center - Replace AHU's in Bldg 14	75102	North Syracuse Central Schools	North Syracuse Central Schools	Karen Beck	(315) 218-2141	\$ 5,383,274.00	9%	11/29/24
Midstate Correctional Facility Water Tower Meter Install	75104	NYS Office of General Services	NYS Office of General Services	Michael Constabile	(315) 428-4419	\$ 1,597,015.00	87%	9/1/24
	75105	NYS Office of General Services	NYS Office of General Services	Patrick Szabo		\$ 294,195.00	80%	6/1/24

West Canada Valley CSD Pool Unit	75108	West Canada Valley Central School District	West Canada Valley Central School District	Kelley Crosssett	(315) 845-6800	\$ 459,300.00	99%	6/1/24
Marcy Correctional Facility EEP Mechanical Improvements	75111	DOCCS	Wendel Energy Services	Kurt Blemel	(518) 456-2555	\$ 5,740,028.00	36%	5/30/25
SUNY ESF Jahn Chiller	75112	SUNY ESF	Labella Associates DPC	Kate Dillon	(315) 807-4950	\$ 2,384,811.00	27%	5/30/25
M&T Bank Endicott NY Renovations	75114	M&T Bank	RW Dake Construction	Chris Wood	(607) 743-8324	\$ 164,100.00	98%	4/30/24
East Syracuse Minoa Central School District CRAC Unit Replacements	75115	East Syracuse Minoa Central School District	East Syracuse Minoa Central School District	Kate Skahen	(315) 434-3004	\$ 188,700.00	1%	6/30/24
Onondaga Induction Unit Replacement	75116	Onondaga County	Onondaga County		(315) 435-3454	\$ 1,159,081.00	51%	9/15/24
Ithaca WWTP Facility Improvements	75117	City of Ithaca	City of Ithaca	Scott Gibson	(607) 228-0662	\$ 2,258,934.00	78%	8/30/24
IBEW Local 43 Classroom	75119	IBEW Local 43	C&S Companies	Steve Laberge	(315) 317-1520	\$ 196,025.00	97%	7/30/24
Oneida Central School District Phase II	75123	Oneida Central School District	Oneida Central School District	James Rowley	(315) 363-2550	\$ 562,185.00	31%	8/30/24
Syracuse Airport HVAC Replacement	75124	Syracuse Regional Airport Authority	Syracuse Regional Airport Authority	Robin Wilkins	(315) 897-0543	\$ 9,683,083.00	11%	7/1/25
Marcy Correctional Facility New Heating Plant	75126	DOCCS	Wendel Energy Services	Laura Mastracci	(716) 688-0766	\$ 8,305,810.00	9%	12/31/25
Project Falcon Underground Plumbing	75127	Cayuga Milk Ingredients	Northland Associates	Dennis Baron	(315) 868-2055	\$ 2,278,455.00	83%	7/16/24
Moravia CSD 2023/24 Outlay Project	75129	Moravia Central School District	Moravia Central School District	Brittany Kulas	(315) 487-2670	\$ 85,105.00	96%	6/30/24
GMUCSD Capital Improvement Boiler Replacement	75132	Gilbertsville Mt Upton Central School District	Gilbertsville Mt Upton Central School District	Dorothy Lannello	(607) 783-2207	\$ 813,973.00	38%	10/31/24
Syracuse Airport Expansion HVAC	75133	Syracuse Regional Airport Authority	VRH Construction	Jeff Howard	(201) 663-5138	\$ 871,650.00	26%	10/1/24
Syracuse Airport Expansion Plumbing	75134	Syracuse Regional Airport Authority	VRH Construction	Jeff Howard	(201) 663-5138	\$ 775,000.00	33%	10/1/24
SUNY ESF Jahn Lab Rehabilitate BMS & EMS	75135	SUNY ESF	SUNY ESF	Katherine Hobbs	(315) 470-6529	\$ 3,352,000.00	1%	6/30/25

**JWD GROUP, INC.
AND SUBSIDIARIES**

**Consolidated Financial Statements as of
December 31, 2023 and 2022
Together with
Independent Auditor's Report**

Bonadio & Co., LLP
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

March 28, 2024

To the Board of Directors of
JWD Group, Inc. and Subsidiaries:

Opinion

We have audited the accompanying consolidated financial statements of JWD Group, Inc. (a New York S Corporation) and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of operations and retained earnings, changes in stockholder's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of JWD Group, Inc. and Subsidiaries as of December 31, 2023 and 2022, and the results of their operations and their 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. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of JWD Group, Inc. and Subsidiaries 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 Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about JWD Group, Inc. and Subsidiaries' ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

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(Continued)

INDEPENDENT AUDITOR'S REPORT
(Continued)

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's 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 generally accepted auditing standards 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, intentional omissions, 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 consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated 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 consolidated 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 JWD Group, Inc. and Subsidiaries' 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 consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about JWD Group, Inc. and Subsidiaries' 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.

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplementary information in Schedule I is presented for purposes of additional analysis and is not a required part of the consolidated 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 consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated 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 consolidated financial statements as a whole.

Bonadio & Co., LLP

JWD GROUP, INC. AND SUBSIDIARIES**CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
ASSETS		
CURRENT ASSETS:		
Cash	\$ 6,922,470	\$ 300,672
Contracts receivable, net of allowance for credit losses of \$371,113 and \$418,850 in 2023 and 2022, respectively	57,899,406	64,885,578
Retainage receivable	13,804,175	13,946,322
Inventory	2,996,225	2,312,752
Investments	4,959,150	-
Costs and estimated earnings in excess of billings on contracts in progress	12,077,809	10,315,854
Prepaid expenses	1,351,602	1,143,675
Property held for sale, net	<u>4,702,578</u>	<u>7,094,815</u>
Total current assets	104,713,415	99,999,668
PROPERTY, PLANT, AND EQUIPMENT, net	6,808,423	6,596,441
OPERATING LEASE RIGHT-OF-USE ASSETS	29,349,658	25,905,261
OTHER ASSETS	<u>2,428,587</u>	<u>2,413,994</u>
	<u>\$ 143,300,083</u>	<u>\$ 134,915,364</u>
LIABILITIES AND STOCKHOLDER'S EQUITY		
CURRENT LIABILITIES:		
Line-of-credit	\$ -	\$ 74,700
Current portion of operating lease liabilities	233,480	360,463
Accounts payable	31,659,779	27,888,816
Retainage payable	2,917,876	3,355,684
Accrued expenses	1,870,019	4,269,445
Billings in excess of costs and estimated earnings on contracts in progress	27,329,842	26,032,504
Other current liabilities	<u>790,953</u>	<u>428,879</u>
Total current liabilities	64,801,949	62,410,491
OPERATING LEASE LIABILITIES, net of current portion	29,116,178	25,544,798
OTHER LIABILITIES	<u>3,135,213</u>	<u>2,458,200</u>
Total liabilities	<u>97,053,340</u>	<u>90,413,489</u>
STOCKHOLDER'S EQUITY:		
Common stock - \$0.10 par value	116,438	116,438
Capital contributed in excess of par	7,206,504	7,206,504
Retained earnings	56,661,187	52,498,754
Unearned ESOP shares	(7,799,216)	(8,906,903)
Treasury stock, at cost	<u>(9,938,170)</u>	<u>(6,412,918)</u>
Total stockholder's equity	<u>46,246,743</u>	<u>44,501,875</u>
	<u>\$ 143,300,083</u>	<u>\$ 134,915,364</u>

The accompanying notes are an integral part of these statements.

JWD GROUP, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS AND RETAINED EARNINGS FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
CONTRACT REVENUE EARNED	\$ 257,416,127	\$ 281,628,937
COST OF REVENUE EARNED	<u>(221,069,718)</u>	<u>(254,282,203)</u>
Gross profit	36,346,409	27,346,734
GAIN ON SALE OF PROPERTY, PLANT, AND EQUIPMENT	1,456,106	38,040
SELLING, GENERAL, AND ADMINISTRATIVE EXPENSES	<u>(33,813,272)</u>	<u>(29,505,431)</u>
Income (loss) from operations	<u>3,989,243</u>	<u>(2,120,657)</u>
OTHER INCOME (EXPENSE):		
Interest income	144,360	-
Unrealized gain on investments	16,510	-
Miscellaneous income (expense)	12,320	(40,154)
Interest expense	<u>-</u>	<u>(175,296)</u>
Total other income (expense), net	<u>173,190</u>	<u>(215,450)</u>
NET INCOME (LOSS)	4,162,433	(2,336,107)
RETAINED EARNINGS - beginning of year	<u>52,498,754</u>	<u>54,834,861</u>
RETAINED EARNINGS - end of year	<u>\$ 56,661,187</u>	<u>\$ 52,498,754</u>

The accompanying notes are an integral part of these statements.

JWD GROUP, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDER'S EQUITY FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	Common Stock	Capital Contributed in Excess of Par	Retained Earnings	Unearned ESOP Shares	Treasury Stock, at cost	Total
BEGINNING BALANCE - JANUARY 1, 2022	\$ 116,438	\$ 7,206,504	\$ 54,834,861	\$ (9,445,272)	\$ (6,412,918)	\$ 46,299,613
Net loss	-	-	(2,336,107)	-	-	(2,336,107)
Additional loan to ESOP to purchase shares	-	-	-	(174,302)	-	(174,302)
Release of ESOP shares	-	-	-	712,671	-	712,671
ENDING BALANCE - DECEMBER 31, 2022	116,438	7,206,504	52,498,754	(8,906,903)	(6,412,918)	44,501,875
Net income	-	-	4,162,433	-	-	4,162,433
Release of ESOP shares	-	-	-	1,107,687	-	1,107,687
Purchase of treasury stock	-	-	-	-	(3,525,252)	(3,525,252)
ENDING BALANCE - DECEMBER 31, 2023	\$ 116,438	\$ 7,206,504	\$ 56,661,187	\$ (7,799,216)	\$ (9,938,170)	\$ 46,246,743

The accompanying notes are an integral part of these statements.

JWD GROUP, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
CASH FLOW FROM OPERATING ACTIVITIES:		
Net income (loss)	\$ 4,162,433	\$ (2,336,107)
Adjustments to reconcile net income to net cash flow from operating activities:		
Depreciation	2,236,596	2,266,957
Gain on sale of property, plant, and equipment	(1,456,106)	(38,040)
Deferred compensation expense	918,680	580,880
Unrealized gain on investments	(16,510)	-
Noncash ESOP expense	1,107,687	712,671
Changes in:		
Contracts receivable	6,986,172	(6,015,822)
Retainage receivable	142,147	6,891,846
Inventory	(683,472)	501,963
Costs and estimated earnings in excess of billings on contracts in progress	(1,761,955)	(144,437)
Prepaid expenses	(207,928)	321,589
Accounts payable	3,333,155	(7,541,343)
Accrued expenses	(2,399,426)	1,645,905
Billings in excess of costs and estimated earnings on contracts in progress	1,297,338	11,144,023
Other liabilities	<u>120,407</u>	<u>(248,425)</u>
Net cash flow from operating activities	<u>13,779,218</u>	<u>7,741,660</u>
CASH FLOW FROM INVESTING ACTIVITIES:		
Purchase of investments	(5,240,836)	-
Purchases of property and equipment	(2,916,954)	(2,018,767)
Premiums paid on life insurance policies	-	(22,799)
Proceeds from surrender of life insurance policies	-	571,251
Repayments of notes receivable	283,603	-
Proceeds from sale of property, plant, and equipment, net	<u>4,316,719</u>	<u>38,040</u>
Net cash flow from investing activities	<u>(3,557,468)</u>	<u>(1,432,275)</u>
CASH FLOW FROM FINANCING ACTIVITIES:		
Loans to ESOP	-	(174,302)
Net repayments on line-of-credit	(74,700)	(6,241,114)
Purchase of treasury stock	<u>(3,525,252)</u>	<u>-</u>
Net cash flow from financing activities	<u>(3,599,952)</u>	<u>(6,415,416)</u>
CHANGE IN CASH	6,621,798	(106,031)
CASH - beginning of year	<u>300,672</u>	<u>406,703</u>
CASH - end of year	<u>\$ 6,922,470</u>	<u>\$ 300,672</u>

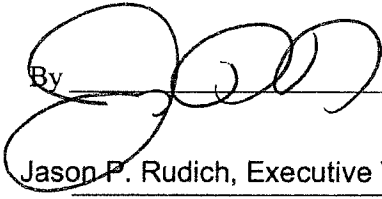
The accompanying notes are an integral part of these statements.

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.

John W. Danforth Company
Firm

Dated: 8/15/2024

By 
Jason P. Rudich, Executive Vice 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: John W. Danforth Company

By: _____

(Signature)

Jason P. Rudich

(Typed)

Title: Executive Vice President

Date: 8/15/2024

SERVICE CONTRACT REFERENCES –

EXAMPLE 1:

Customer: Albany County

Contact: John Alix

(518)-447-5512

John.Alix@albanycounty.com

Description: Service contract- Columba boilers, Hayes Cleveland draft controllers, Atlantic feedwater systems, Triad Gas fired Boilers.

Contract Value : \$ 8,284.00

EXAMPLE 2:

Customer: Silhouette Optics

Contact: Bob Huber

Office: 518-270-3177

b.huber@us.silhouette.com

Description: Service Contract – Trane air handlers, Trane roof tops, Trane condensing units

Contract Value : \$14,644.00

EXAMPLE 3:

Customer: Dollar General

Contact: Alicia Moss 518-332-8541 almoss@dollargeneral.com

Description: Perform all required preventive maintenance on units serving the distribution center, administration building and associated repairs to these units as needed. Total of 20 LG heat pumps on service, Aaron Make up units and RTU's, AO Smith hot water heaters, Renewire ERV's, Marley cabinet heaters and unit heaters, Q-mark unit heaters, ReVerber Ray infrared heaters, Johnson Heater Air Rotation units, Weg water pumps, Liebert condensers.

Contract Value : \$60,984.00

Additional References:

Eddy Heritage

Contact: Todd Dunning todda.dunning@sphp.com 518-669-9198

EQ: Laars Boilers, York Chillers

Farm Credit East

Contact: Tim Slavin 518-851-3313 x 1035

EQ: Weil Mclain boiler, Taco pumps, Mcquay heat pumps, Cooling Tower

9/11 Memorial

Contact: Abilio Guimaraes AGUIMARAES@911memorial.org 646-757-5556

EQ Carrier Furnace

NYOH

Contact: Stacie Gogger Stacie.gogger@usoncology.com 518-603-2121

EQ: Carrier Air handlers, Carrier ductless splits, carrier package units

Research Foundation

Contact: Jeff Santore 518-462-7494 x 114 jsantore@carrowrealestateservices.com

EQ: IMECO cooling tower, Carrier Exhaust Fans, Taco Pumps, Carrier Package units, Mcquay heat pumps

Berkshire Bank

Contact: Allan Leger Aledger@berkshirebank.com

EQ: Burnham boilers, Lennox RTU's Carrier air handlers, carrier condensing units, Carrier furnaces, Bradford White heaters, Carrier packaged units, Weil Mclain boilers, York air handlers, York condensing units.

CMA

Contact: Kyle Morse 518-649-4282 kmorse@cma.com

EQ: Lieberts- computer room units and condensers

HighMark Health

Contact: Edmund White edmund.white@highmarkhealth.org 716-531-1444

EQ: Liebert evaporator and condensing units,

NYS ITS

Contact: David Stores David.stores@its.ny.gov 518-935-3033

EQ: Mitsubishi AHU's, CDU's and ductless splits, Trane AHU's, Liebert AHU's CDU's and CRAC's, Air Therm AHU's Carrier AHU's CDU's Payne, CDU's Stultz CDU's and AHU's, Canatal CDU's and CRAC's.

Verizon

Contact: Duane Martin 518-424-4247 duane.martin@verizonwireless.com

EQ: Communication Towers

RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaekle
	Location						
2	Office Building Boilers	\$ 4,397.00	\$ 5,420.00	NO BID	\$ 4,064.00	\$ 16,750.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	
4	Office Building 5th Floor	\$ 3,972.00	\$ 4,575.00	NO BID	\$ 3,240.00	\$ 7,250.00	\$ 4,300.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	\$ 194.00
	Repair Material Markup Over Contractors Cost %	20.00%	21.00%	25.00%	20.00%	30.00%	20.00%

Annual Total \$ 7,304.00

Term Total \$ 21,912.00

Contingency Allowance \$ 60,000.00

Contract Total \$ 81,912.00

RFB-2024-066
HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE
VARIOUS ALBANY COUNTY FACILITIES

GENERAL SPECIFICATIONS

I. HOURS OF SERVICE:

Regular Hours for service for all calls including emergency service shall be defined as Monday through Friday, between the hours of 7:30 A.M. to 4:30 P.M. with the exception of the Hockey Facility, DSS 1st Floor and the Judge's Chambers on the 4th Floor of the Judicial Building. Regular hours for the Hockey Facility will be 7:30 A.M. to 5:30 P.M. The Judicial Building, 4th Floor must be serviced before or after regular working hours. The 1st floor of DSS must be completed by 8:30 a.m. Monday through Friday.

Overtime Hours for emergency services shall be defined as Monday through Friday between the hours of 4:31 P.M. to 7:29 A.M., and anytime on Saturdays and Sundays. Overtime Hours for the Hockey Facility will be 5:31 P.M. to 7:29 A.M. Calls for any overtime shall be made and authorized only by the Plant Utilities Engineer or his/her named designee.

II. GENERAL PREVENTATIVE MAINTENANCE:

The contractor shall provide all labor, material, equipment, parts and supervision to perform HVAC and Refrigeration Preventative Maintenance as required by each County Facility.

IN GENERAL, IT SHALL BE UNDERSTOOD BY ALL CONTRACTORS THAT ALL FACTORY PUBLISHED PREVENTATIVE MAINTENANCE SCHEDULES AND PROCEDURES SHALL BE CARRIED OUT ON EACH PIECE OF EQUIPMENT WHETHER OR NOT THEY HAVE BEEN SPECIFICALLY POINTED OUT IN THESE SPECIFICATIONS.

Where noted in the detailed specifications section of this bid, scheduled periodic inspections and/or preventive maintenance calls at intervals that exceed the manufacturers published schedules, the detailed specifications schedules will supersede the manufacturers published schedules

ALL MATERIALS, PARTS AND LABOR REQUIRED TO PERFORM PREVENTIVE MAINTENANCE MUST BE INCLUDED IN THE ANNUAL CONTRACT PRICE.

The contractor is required to meet with the Plant Utilities Engineer, Building Superintendent or designated contact person prior to starting contract work on each visit to review work to be completed as per contract.

The contractor is required to call to schedule at least eight (8) business hours previous to arrival on site. Also, each contractor is required to submit to the Building Superintendent, Plant Utilities Engineer or designated contract person, a written report at the conclusion of each inspection. No repair work shall be done without prior approval.

The contractor shall maintain on site log books, detailing all adjustments and work done on each piece of equipment. These books will be maintained and left on each site readily available to the Building Superintendent, the Plant Utilities Engineer and/or designated contact person for his/her inspection and will remain on site after contract has ended. The site log book will be considered County of Albany property. The log book entries shall consist of all repairs and deficiencies of equipment on site.

RFB-2024-066
HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE
VARIOUS ALBANY COUNTY FACILITIES

GENERAL SPECIFICATIONS

Where Applicable:

ALL ASSOCIATED COOLING AND HEATING CIRCULATOR PUMPS ARE TO BE INCLUDED IN THE BID.

ALL PREVENTATIVE MAINTENANCE PERFORMED ON CHILLERS SHALL BE PERFORMED BY MANUFACTURE CERTIFIED TECHNICANS SPECIFIC TO THE CHILLER BEING SERVICED.

(Proof of Manufacturers Certification must be submitted with bid)

III. MATERIAL COSTS:

All materials used for routine preventive maintenance outlined in equipment listing, such as lubricants, filters and belts, must be included in the annual maintenance contract price. Contractor shall be responsible for removing all used parts including but not limited to lubricants, belts, filters and refrigerants if unusable.

All materials used for additional repairs beyond preventive maintenance will be billed in addition to the preventive maintenance contract price. Items must be listed on the invoice by the manufacturer's name and model number, serial number, type number where applicable and unit number where applicable and will be billed at Contractor's cost plus a markup percentage as submitted in the bid. Contractor must submit with their invoice, copies of all receipts for materials valued at greater than \$100.00. If the contractor expects to incur any additional costs not specified in these specifications, a list must be submitted of those items and corresponding charges or schedule with the bid proposal. There will be no additional charge for mileage or delivery. No other costs except those placed in the bid proposal at the time the bid is submitted will be considered by Albany County.

IV. REPAIR WORK:

The contractor shall only perform repair work with the authorization of the Building Superintendent, Plant Utilities Engineer or his/her designee. Payment will not be made for any repair work that is performed without authorization from the Building Superintendent or his designated representative.

Where Applicable:

ALL REPAIRS PERFORMED ON CHILLERS SHALL BE PERFORMED BY MANUFACTURE CERTIFIED TECHNICANS SPECIFIC TO THE CHILLER BEING SERVICED.

(Proof of Manufacturers Certification must be submitted with bid)

RFB-2024-066
HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE
VARIOUS ALBANY COUNTY FACILITIES

GENERAL SPECIFICATIONS

V. EMERGENCY REPAIRS AND “ON CALL” MAINTENANCE:

The contractor shall provide all labor, materials, equipment, parts and supervision to perform HVAC and refrigeration emergency repairs as required by each County Facility.

In the event of failure of equipment or controls, the Contractor shall have a service technician on the County Facility premises within two hours after notice by telephone. Repair service shall be provided during and after normal work hours. Repair service shall be provided 7 days a week, 24 hours a day, including Holidays. Response time shall not exceed 4 hours with the exception of the Hockey Facility and the 5th Floor of 112 State Street. Response time for these locations shall not exceed 2 hours.

Emergency repairs will be billed on a “Time and Materials” basis. Time/Labor costs shall be charged based upon the following rate classifications:

Standard Service Rate Per Hour
Overtime Rate Per Hour

Contractor must supply hourly labor rate and overtime labor rate that will be used for this contract duration. Rates must be supplied in the quote for this bid as a separate line item.

No repairs shall be performed without prior approval of the Building Superintendent or the Plant Utilities Engineer or his/her designee.

All technician(s) must sign in when arriving and sign out when the job is completed. They will sign in with the Building Superintendent, Plant Utilities Engineer or his/her designee. If the technician does not log in and out with the department designee, they may not be paid for the invoiced hours.

VI. WARRANTY:

The contractor shall warranty all work performed, preventative maintenance, and/or repair work for a period of at least 90 days. The contractor shall assist with exercising any manufacturer’s warranty of parts and/or equipment installed by the contractor.

VII. SAFETY:

The contractor shall perform all work in accordance with OSHA safety regulations and all Albany County Safety Regulations for the safety of the general public and the contractor’s employees.

RFB-2024-066
HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE
VARIOUS ALBANY COUNTY FACILITIES

GENERAL SPECIFICATIONS

VIII. TRAVEL AND PARKING:

- All Time and Mileage To, From and Between facilities for PM and Emergency Services are to be included in the annual contract price.
- The Contractor will be responsible for any traffic infractions and or parking violations attributable to employees of the Contractor.

IX. BID AWARD:

Each noted COMPONENT at each FACILITY as noted in the Building and Component list should be bid separately.

The bid may be awarded in separate contracts for each individual facility and/or component, or as an aggregate contract to one bidder. Bidders may quote, as an additional notation on the bid form, a discounted bid price for the award of all the facilities on an aggregate contract basis.

It is the intent that the HVAC Component for the Judicial Center and the County Court House be awarded to a single contractor.

It is the intent that the facilities of 175 Green Street and (224, 250 & 260) South Pearl Street be awarded to a single contractor.

RFB-2024-066 - DETAILED SPECIFICATIONS

<u>ALBANY COUNTY OFFICE BUILDING - BOILERS</u> 112 State Street, Albany, NY 12207 Contact: John Alix Telephone: (518) 447-5512	
<u>Equipment</u>	<u>Maintenance Schedule/ Service Requirements</u>
Three (3) Columbia boiler model MPH-80 R.T.X. low pressure steam boilers with Webster natural gas burners model JB2G-15-RM7800L-M. 15UL IR Three (30) Hayes Cleveland Draft Controllers model 7720 with Hayes Cleveland actuators model 9141-01-0-1-A-8 Atlantic Feedwater System 300 gallon, four (4) pump boiler feed model 300 FS Serial#2392	<u>Pre Heating Season PM (With in (2) weeks of seasonal start up)</u> Flame Safeguard Systems: • Check all safety and operating control functions • Clean Flame detector and adjust for proper sighting • Check timing of all stages • Check flame sight strength • Check for safe shutdown Gas Fired Burners: • Visually inspect piping and supports. Leak test all joints. • Test gas valve for tight close off • Check modulating valves linkages proper stroke • Check gas supply and set high and low manifold gas pressure • Verify low and high gas pressure switch operation • Verify air flow switch operation • Check all external interlocks Boiler: • Check gauges and relief valves • Check low water cutoff and auxiliary low water cutoff • Inspect all water side tapings • Inspect fire side seals • Check sight ports • Check drain valves • Check operating, limit and water level controls Combustion Adjustments: • Utilizing an electronic combustion analyzer, adjust the burner for best achievable performance throughout the operating range and document. • Documentation to Include: • Excess Air • Carbon Dioxide • Carbon Monoxide • Stack Temperature • Boiler Efficiency – Stack Loss Method • Notify in writing of any leaks or other deficiencies found • Note any recommendations to improve operations Boiler Feed System: • Visually inspect boiler feed system, piping, pump motor and couplings • Open and clean strainers • Open crosses and blow down water columns • Tighten electrical connections • Inspect motor starters Draft Control System: • Check operation against set point
	<u>Min. Vendor Qualifications</u> 10 YEARS COMMERCIAL STEAM BOILER MAINTENANCE/ REPAIR EXPERIENCE 5 Customer Service References (Including 2 specific to servicing steam boilers)

RFB-2024-066 - DETAILED SPECIFICATIONS

ALBANY COUNTY OFFICE BUILDING – BOILERS (CONTINUED)

112 State Street, Albany, NY 12207

Contact: John Alix

Telephone: (518) 447-5512

<u>Equipment</u>	<u>Maintenance Schedule/ Service Requirements</u>	<u>Min. Vendor Qualifications</u>
(Continued from above)	Post Heating Season PM (With in (2) weeks of seasonal shut off) Waterside Services: • Drain boiler • Remove hand hole covers & manways. Wash out boiler heat exchanger with fresh water • Open all crosses in level control columns and flush • Dismantle low water cut-offs and flush • Dismantle control tree piping and flush • Check drain valves • Clean water gauge glass and replace washers • Close boiler and fill. Fire to operating pressure. Check for leaks. Burner: • Visually inspect entire burner • Check combustion air interlocks • Check makeup air system and dampers for proper operation and insure filters and screens are clear • Check pilot assembly and adjust as required • Check combustion fan • Check and lubricate combustion air control damper and linkages • Visually inspect boiler vent stack • Check all electrical connections and tighten as required. Inspect all motor starts. Boiler Feed System: • Visually inspect boiler feed system, piping, pump motor and couplings • Open and clean strainers • Open crosses and blow down water columns • Tighten electrical connections • Inspect motor starters Draft Control System: • Check electrical connections • Blow out impulse lines • Cycle damper to confirm normal operation Conclusions: • Notify in writing of any deficiencies found • Note any recommendations to improve operations	

RFB-2024-066 - DETAILED SPECIFICATIONS

ALBANY COUNTY DIVISION OF INFORMATION SERVICES

112 State Street, 5th Floor, Albany, NY 12207

Contact: Perry Blanchard

Telephone: (518) 447-7277

<u>Equipment</u>	<u>Maintenance Schedule/ Service Requirements</u>	<u>Min. Vendor Qualifications</u>
1 - Liebert Model FD145A Computer Room Unit w/ Associated condenser and air intakes 1 - Liebert Model FD199A Computer Room Unit w/ Associated condenser	Six (6) Times Per Year: • Identify and replace worn and doubtful parts prior to failure • Adjust, clean and calibrate equipment • Grease motors and bearings when necessary. • Check electrical connections and tighten. • Check belts and adjust to equipment manufactures specs. • Check and clean fan blades. • Check refrigerant charge. • Check and adjust all operating controls. • Clean humidifier pans as necessary. • Check overall operating performance. • Clean condensers (cleaning solution to be supplied by Contractor). • Check and replace as necessary pre-filters (6 times/year at a minimum) - to be supplied by Contractor). • Check and replace main filters (6 times/year) – to be supplied by Contractor. • Check that coolant loop has adequate fluid.	10 YEARS COMMERCIAL HVAC MAINTENANCE/REPAIR EXPERIENCE 5 CUSTOMER SERVICE REFERENCES 3 specific to Liebert Systems

Albany County Request for Contract Approval

Contract #	2024-2264
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Thursday, August 29, 2024
Contact Person	Stover, Thomas
Contact Phone	+1 5184473020
Vendor Info	Postler & Jaeckle Corp. 615 South Avenue, Rochester, NY 14620
Estimated Amount	\$86,700.00
Estimated Term	1/1/2025 to 12/31/2027
Scope of Services	HVAC Preventive Maintenance and Emergency Services for the Mercantile Building HVAC.
Budget Line Item	AA1620 - 44046 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

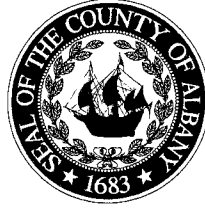
For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



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

August 29, 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,

Pursuant to RFB 2024-066 HVAC Preventive Maintenance and Emergency Services the Department of General Services requests authorization for a contract with Postler & Jaeckle Corp. as the lowest bidder for the noted components of the RFB:

Mercantile Building HVAC

The not to exceed cost of \$86,700.00 includes the combined base bids of the noted facilities of \$26,700.00 plus a contingency allowance of \$60,000.00 to cover repair services not included in the Preventive Maintenance scope for the full three year term. Other components of RFB# 2024-066 will be covered under additional related contracts. As noted on the attached tabulation sheet.

Costs for these Services are included in the General Services budget under Fees for Services.

The term of this agreement will be January 1, 2025 – December 31, 2027. Existing Preventative Maintenance contracts expire December 31, 2024.

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

Thank you,

David M. Latina
Commissioner

DML:tas



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: August 28, 2024

Re: RFB-2024-066 HVAC Preventative Maintenance and Emergency Service

After reviewing the bids received for RFB#2024-066 HVAC Preventative Maintenance and Emergency Service, I recommend awarding the General Services Facility Components as noted and highlighted on the attached tabulation work sheet.

General Services will obtain necessary authorization for each agreement.

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

DML:tas

Enclosure(s)

RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
	Location						
1	Office Building HVAC	\$ 19,865.00	\$ 19,875.00	NO BID	NO BID	\$ 28,050.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00			\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00			\$ 233.00	
2	Office Building Boilers	\$ 4,397.00	\$ 5,420.00	NO BID	\$ 4,064.00	\$ 16,750.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	
3	Office Building Chillers	NO BID	\$ 16,850.00	NO BID	NO BID	\$ 13,569.00	NO BID
	Standard Rate		\$ 106.00			\$ 204.00	
	OT Rate		\$ 145.00			\$ 239.00	
4	Office Building 5th Floor	\$ 3,972.00	\$ 4,575.00	NO BID	\$ 3,240.00	\$ 7,250.00	\$ 4,300.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	\$ 194.00
5	Mercantile Building HVAC	\$ 9,550.00	\$ 9,875.00	\$ 14,100.00	\$ 11,640.00	NO BID	\$ 8,900.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
6	Mercantile Building Boilers	\$ 1,480.00	\$ 3,400.00	NO BID	\$ 2,253.00	NO BID	\$ 4,300.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
7	Health/Mental Health Complex 175 Green St.	\$ 4,436.00	\$ 4,850.00	\$ 4,100.00	\$ 5,773.00	NO BID	\$ 5,400.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
8	Mental Health/ Board of Elections 224, 250, 260 S. Pearl St.	\$ 2,700.00	\$ 4,545.00	\$ 4,200.00	\$ 3,800.00	NO BID	\$ 7,200.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
		\$ 7,136.00		\$ 8,300.00			
9	Cooperative Extension HVAC	\$ 2,132.00	\$ 1,950.00	\$ 1,800.00	\$ 3,333.00	NO BID	\$ 3,000.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
10	Social Services HVAC	\$ 16,810.00	\$ 12,510.00	\$ 13,800.00	\$ 25,553.00	NO BID	\$ 16,200.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00

	Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaeckle
11	Social Services Boilers	\$ 2,370.00	\$ 2,600.00	NO BID	\$ 2,368.00	NO BID	\$ 3,100.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
12	Judicial Building HVAC	\$ 9,130.00	\$ 8,900.00	NO BID	\$ 13,720.00	\$ 42,880.00	NO BID
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75	\$ 198.00	
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50	\$ 233.00	
13	Judicial Building Chillers	NO BID	\$ 23,375.00	NO BID	NO BID	\$ 23,241.00	NO BID
	Standard Rate		\$ 106.00		\$ 143.75	\$ 204.00	
	OT Rate		\$ 145.00		\$ 180.50	\$ 239.00	
14	Court House HVAC	\$ 20,110.00	\$ 20,485.00	NO BID	\$ 24,467.00	NO BID	NO BID
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		
		\$ 29,240.00	\$ 29,385.00				
15	Famiy Court HVAC	\$ 5,474.00	\$ 5,420.00	NO BID	\$ 8,733.00	NO BID	\$ 8,000.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
16	Family Court Boilers	\$ 2,895.00	\$ 3,200.00	NO BID	\$ 2,933.00	NO BID	\$ 4,000.00
	Standard Rate	\$ 103.00	\$ 106.00		\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00		\$ 180.50		\$ 194.00
		\$ 8,369.00	\$ 8,620.00				
17	Hall of Records HVAC	\$ 2,183.00	\$ 2,350.00	\$ 2,300.00	\$ 6,067.00	NO BID	\$ 6,000.00
	Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
23	Sheriff's E911 449 New Salem Road Emergency Center HVAC	NO BID	\$ 2,285.00	\$ 1,120.00	\$ 2,520.00	NO BID	\$ 1,300.00
	Standard Rate		\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
	OT Rate		\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
	Repair Material Markup Over Contractors Cost %	20.00%	21.00%	25.00%	20.00%	30.00%	20.00%

Annual	\$ 65,169.00	\$ 17,930.00	\$ 2,920.00	\$ 7,304.00	\$ 36,810.00	\$ 8,900.00
Term Total	\$ 195,507.00	\$ 53,790.00	\$ 8,760.00	\$ 21,912.00	\$ 110,430.00	\$ 26,700.00
Contingency Allowance	\$ 195,507.00	\$ 60,000.00	\$ 30,000.00	\$ 60,000.00	\$ 150,000.00	\$ 60,000.00
Contract Total	\$ 391,014.00	\$ 113,790.00	\$ 38,760.00	\$ 81,912.00	\$ 260,430.00	\$ 86,700.00



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David Latina, Commissioner
Department of General Services

FROM: Pamela O Neill
Purchasing Agent *Pamela*

DATE: August 28, 2024

RE: RFB #2024-066, HVAC Preventative Maintenance and Emergency Service,
Mercantile Building HVAC

I am in receipt of your recommendation to award the aforementioned to Postler & Jaekle in the amount of \$86,700.00.

As Postler & Jaekle is the lowest responsible and responsive bidder for the locations indicated, I concur with your recommendation.

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **HVAC Preventative Maintenance and Emergency Service**
Bid Number: **2024-066**

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) None- N/A

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;

COUNTY OF ALBANY

BID FORM

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.
4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F")
 - (g) Non Interruption of Work Agreement (Attachment "G")
7. Communication concerning this Bid shall be addressed to:
- Postler & Jaeckle Corp.
- 615 South Avenue Rochester, NY 14620
- Attn: George Woons, Vice President of Service Division
- Phone: 585-546-7450
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: HVAC Preventative Maintenance and Emergency Service
Bid Number: 2024-066

Location	Preventive Maintenance (Inspections)- Price Per Year (all-inclusive of labor and materials)	Emergency Service/ Extra Work Standard Hourly Rate	Emergency Service/ Extra Work Overtime Hourly Rate
COUNTY OFFICE BUILDING HVAC	\$ NO BID	\$	\$
COUNTY OFFICE BUILDING BOILERS	\$ NO BID	\$	\$
COUNTY OFFICE BUILDING CHILLERS	\$ NO BID	\$	\$
COUNTY OFFICE BUILDING 5th Fl. Server Room	\$ 4,300.00	\$ 129.00	\$ 194.00
MERCANTILE BLDG HVAC	\$ 8,900.00	\$ 129.00	\$ 194.00
MERCANTILE BLDG BOILERS	\$ 4,300.00	\$ 129.00	\$ 194.00
DEPT HEALTH/MENTAL HEALTH COMPLEX 175 GREEN STREET	\$ 5,400.00	\$ 129.00	\$ 194.00
DEPT HEALTH/MENTAL HEALTH/BOARD OF ELECTIONS BLDG. 244, 250 & 260 SO. PEARL ST	\$ 7,200.00	\$ 129.00	\$ 194.00
COOPERATIVE EXTENSION HVAC	\$ 3,000.00	\$ 129.00	\$ 194.00
DEPT. of SOCIAL SERVICES HVAC	\$ 16,200.00	\$ 129.00	\$ 194.00
DEPT. of SOCIAL SERVICES BOILERS	\$ 3,100.00	\$ 129.00	\$ 194.00

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: HVAC Preventative Maintenance and Emergency Service

Bid Number: 2024-066

Location	Preventive Maintenance (Inspections)- Price Per Year (all-inclusive of labor and materials)	Emergency Service/ Extra Work Standard Hourly Rate	Emergency Service/ Extra Work Overtime Hourly Rate
JUDICIAL BLDG HVAC	\$ NO BID	\$	\$
JUDICIAL BLDG CHILLERS	\$ NO BID	\$	\$
COUNTY COURT HOUSE HVAC	\$ NO BID	\$	\$
Family Court HVAC	\$ 8,000.00	\$ 129.00	\$ 194.00
Family Court BOILERS	\$ 4,000.00	\$ 129.00	\$ 194.00
HALL OF RECORDS HVAC	\$ 6,000.00	\$ 129.00	\$ 194.00
SHAKER PLACE HVAC	\$ NO BID	\$	\$
HOCKEY FACILITIES HVAC	\$ 7,900.00	\$ 129.00	\$ 194.00
HOCKEY FACILITIES Dehumidification Equipment	\$ NO BID	\$	\$
HOCKEY FACILITIES CHILLER	\$ NO BID	\$	\$

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: HVAC Preventative Maintenance and Emergency Service

Bid Number: 2024-066

Location	Preventive Maintenance (Inspections)- Price Per Year (all-inclusive of labor and materials)	Emergency Service/ Extra Work Standard Hourly Rate	Emergency Service/ Extra Work Overtime Hourly Rate
CORRECTIONAL FACILITY HVAC	\$ NO BID	\$	\$
Sheriff E911 Building, 449 New Salem Rd, Voorheesville HVAC	\$ 1,300.00	\$ 129.00	\$ 194.00
Sheriff E911 Center, 26 Olive Street, Clarksville HVAC	6,700.00	129.00	194.00
ALL E911 Tower Locations HVAC	\$ 4,300.00	\$ 129.00	\$ 194.00
Sheriff EMS & Ambulance HVAC	\$ 2,200.00	\$ 129.00	\$ 194.00
Sheriff Patrol Station Clarksville HVAC	\$ 10,600.00	\$ 129.00	\$ 194.00
Sheriffs Rensselaerville Station HVAC	\$ 2,700.00	\$ 129.00	\$ 194.00
Department of Public Works – Main Shop & Engineering Unit HVAC	\$ 5,700.00	\$ 129.00	\$ 194.00
Department of Public Works - ALL Subdivisions HVAC	\$ 4,400.00	\$ 129.00	\$ 194.00
Water Purification District North Plant HVAC	\$ 1,400.00	\$ 129.00	\$ 194.00
Water Purification District South Plant HVAC	\$ 1875.00	\$ 129.00	\$ 194.00
Repair Materials Markup Over Contractor's Cost (Percentage)	20 %		

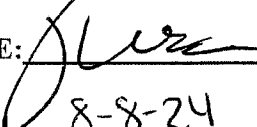
BF5

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: HVAC Preventative Maintenance and Emergency Service
Bid Number: 2024-066

COMPANY: Postler & Jaeckle Corp.
ADDRESS: 615 South Avenue
CITY, STATE, ZIP: Rochester NY, 14620
TEL. NO.: 585-546-7450
FAX NO.: 585-423-6241
FEDERAL TAX ID NO.: 16-0874552
REPRESENTATIVE: George Woons
E-MAIL: servsales@postler.com
SIGNATURE AND TITLE:  Vice President Service Division
DATE: 8-8-24

BF6

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

Vice President Service Division

Title

Postler & Jaeckle Corp.

Company Name

8-8-24

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 _____

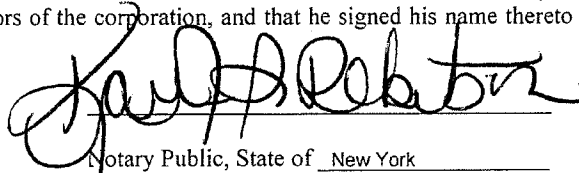
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Monroe) SS.:

On this 8th day of August, 2024, before me personally appeared George Woons to me known, who, being by me sworn, did say that he resides at (give address) Rochester, NY; that he is the (give title) Vice President Service Division of the (name of corporation) Postler & Jaeckle Corp., 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 Monroe Co

Commission Expires 6-9-27

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 _____

KATHLEEN S. ROBERTSON
Notary Public, State of New York
No. 01RO5079592
Qualified in Monroe County
Commission Expires June 09, 20__

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Postler & Jaeckle Corp.		3. IDENTIFICATION NUMBERS a) FEIN # 16-0874552 b) DUNS # 01-312-9572	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: N/A		5. WEBSITE ADDRESS (if applicable) www.postlerandjaeckle.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 615 South Avenue Rochester NY, 14620		7. TELEPHONE NUMBER 585-546-7450	8. FAX NUMBER 585-423-6241
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> same as above		10. TELEPHONE NUMBER N/A	11. FAX NUMBER N/A
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name George Woons Title VP of Service Division Telephone Number 585-546-7450 Fax Number 585-423-6241 e-mail servsales@postler.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Erich K. Postler	TITLE CEO	b) NAME	TITLE
c) NAME Elisabeth P. Howard	TITLE CFO	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? ☐ Yes ☒ No <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☒ No <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>			

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

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ : ☐ Yes ☒ No

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of: New York)
) ss:
County of: Monroe)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business Postler & Jaeckle Corp.

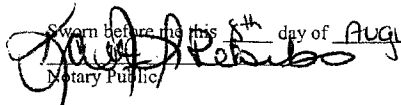
Signature of Owner

Address 615 South Avenue

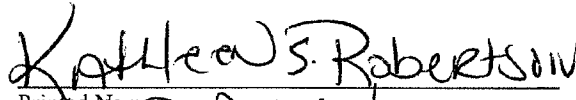
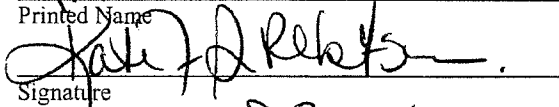
Printed Name of Signatory Erich K. Postler

City, State, Zip Rochester NY, 14620

Title CEO

Sworn before me this 8th day of AUGUST, 2024;

Notary Public

KATHLEEN S. ROBERTSON
Notary Public, State of New York
No. 01RO5079592
Qualified in Monroe County
Commission Expires June 09, 2027


Printed Name

Signature

Date

8-8-24

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 _____

Vice President Service Division _____

Title _____

8-8-24 _____

Date

Postler & Jaeckle Corp. _____

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: Postler & Jaeckle Corp.

Address: 615 South Avenue

Rochester, NY 14620

Phone Number(s): 585-546-7450

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 & Emergency Service on HVAC Equipment

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

Various County Buildings

Signature

George Woons

Printed Name

Vice President Service Division

Title

8-8-24

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? 60 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. Refer to NYS Vendor Responsibility Questionnaire Attachment "A"

2. Refer to NYS Vendor Responsibility Questionnaire Attachment "A"

3. Refer to NYS Vendor Responsibility Questionnaire Attachment "A"

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.

Refer to NYS Vendor Responsibility Questionnaire Attachment "B"

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

Not Applicable

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.

Not Applicable

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.

Not Applicable

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

Not Applicable

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.

BANK: Key Bank, 1700 Bausch & Lomb Place, Rochester NY 14604

Contact: Daniel Kennell 585-238-4150

SURETY: Brown & Brown of NY, Inc., 45 East Avenue, Rochester NY 14604

Contact: Paul Sandroni 585-697-1449

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

2023 Year End: _____

Total Assets \$61,886,229.00 _____

Total Liabilities: \$41,737,288.00 _____

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.

Postler & Jaeckle Corp.

Correct Name of Bidder

(a) The business is a: Corporation _____

(b) The address of principal place of business is: 615 South Avenue _____

Rochester, NY 14620 _____

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

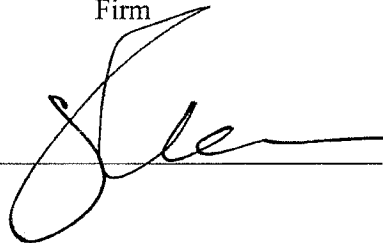
Erich K. Postler, CEO Elisabeth P. Howard- CFO John Dineen, Executive Vice President _____

Vice Presidents: George Woons, John Patterson, Glenn Knapp & Dave Laudisi _____

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.

Dated: 8-8-24

Postler & Jaeckle Corp.
Firm
By 
George Woons, VP of Service Division
(Typed)

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

EIN: 160874552

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 Harbec Plastics HVAC 57056		Award Date 12/17/2020	Amount \$549,000.00	Date Completed 6/30/2021
	Contact Person Don Lasher	Telephone No. (585) 546-6459	Designer Architect and /or Design Engineer Meehan Architecture, PC		
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
2.	Agency/Owner The Tower at Midtown Parcel 2 56964		Award Date 1/17/2020	Amount \$3,258,000.00	Date Completed 6/30/2021
	Contact Person Aaron Malbone	Telephone No. (585) 797-3048	Designer Architect and /or Design Engineer Pathfinder Engineers		
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
3.	Agency/Owner Cornell Bard Hall Code Improvements 21415		Award Date 9/2/2020	Amount \$1,334,000.00	Date Completed 6/25/2021
	Contact Person John Jeter	Telephone No. (607) 734-4151	Designer Architect and /or Design Engineer SWBR Architecture & Engineers		
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
4.	Agency/Owner Univ of Rochester Helenwood Hall Vertical Expansion		Award Date 3/2/2020	Amount \$2,106,000.00	Date Completed 5/30/2022
	Contact Person Whitney Youngstrom	Telephone No. (585) 586-780	Designer Architect and /or Design Engineer Clark Patterson Lee		
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
5.	Agency/Owner Clute Park Redevelopment - Mechanical Construction		Award Date 7/13/2020	Amount \$717,000.00	Date Completed 6/30/2022
	Contact Person Kirstin VanHorn	Telephone No. (607) 535-8211	Designer Architect and /or Design Engineer Stantec Consulting Services, Inc		
	Contract No.	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: 160874552

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 IEC Electronics - Plumbing		Award Date 10/11/2019	Amount \$1,914,000.00	Date Completed 6/30/2021
Contact Person Don Lasher		Telephone No. (585) 546-6459	Designer Architect and/or Design Engineer Mechan Architecture, PC	
Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
7. Agency/Owner St Ann's Renovations 56886		Award Date 7/24/2019	Amount \$12,880,000.00	Date Completed 10/30/2022
Contact Person Russell Peterson		Telephone No. (585) 334-4490	Designer Architect and/or Design Engineer SWBR Architects & Engineers	
Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
8. Agency/Owner Regenon Building 27 HVAC & Plumbing 52428		Award Date 8/4/2020	Amount \$24,097,000.00	Date Completed 11/1/2022
Contact Person David Moore		Telephone No. (518) 452-8200	Designer Architect and/or Design Engineer Jacobs Consultants, Inc.	
Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
9. Agency/Owner University of Rochester Cancer Center Pharmacy Relocation 74168		Award Date 11/25/2020	Amount \$1,218,000.00	Date Completed 9/1/2022
Contact Person Ryan Morse		Telephone No. (585) 254-3510	Designer Architect and/or Design Engineer Blair + Mui Dowd Architects, PC	
Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
10. Agency/Owner U of R MRI & CT Relocation 74178		Award Date 5/5/2021	Amount \$2,302,000.00	Date Completed 9/1/2022
Contact Person Greg Hart		Telephone No. (585) 586-7800	Designer Architect and/or Design Engineer M/E Engineering	
Contract No.	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: 16087455

Question 3.1: List all current uncompleted construction contracts:

1.		Agency/Owner RIT - Innovation Maker & Learning Center (57125)		Award Date 6/1/2021		Completion Date 3/1/2024	
Contact Person John Fritz		Telephone No. (607) 535-5400		Designer Architect and/or Design Engineer M/E Engineering			
Contract No. 9850		Prime or Sub Sub		Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount \$12,600,000.00		Amount Sublet to others \$2,082,000.00		Uncompleted Amount \$100,500.00	
2.		Agency/Owner KAPL Overhead Piping (52432)		Award Date 7/28/2020		Completion Date 1/31/2025	
Contact Person David Behan		Telephone No. (412) 807-2000		Designer Architect and/or Design Engineer Sage Engineering Associates, LLP			
Contract No. 21161.01		Prime or Sub Sub		Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount \$8,244,000.00		Amount Sublet to others \$1,801,200.00		Uncompleted Amount \$1,883,900.00	
3.		Agency/Owner Cornell University - Multidisciplinary Building (21502)		Award Date 5/19/2022		Completion Date 8/1/2024	
Contact Person Jason Edsall		Telephone No. (607) 535-5400		Designer Architect and/or Design Engineer Lake Placid Architects, Inc.			
Contract No. 2110		Prime or Sub Sub		Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount \$17,580,000.00		Amount Sublet to others \$4,145,000.00		Uncompleted Amount \$7,026,000.00	
4.		Agency/Owner National Grid SOC22 C Building Chiller Replacement (57332)		Award Date 10/25/2022		Completion Date 4/1/2024	
Contact Person Amanda Fisher		Telephone No. (518) 907-8281		Designer Architect and/or Design Engineer IPD Engineering			
Contract No. 36603P40B2		Prime or Sub Sub		Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount \$1,371,000.00		Amount Sublet to others \$256,600.00		Uncompleted Amount \$606,300.00	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

EIN: 16087455

Question 3.1: List all current uncompleted construction contracts:

5.		Agency/Owner Corning Tropel – Phase 3 (57292)		Award Date 8/2/2022		Completion Date 4/26/2024	
Contact Person Matt Colombo		Telephone No. (585) 254-3510		Designer Architect and/or Design Engineer SWBR Architects, P.C.			
Contract No. 2190046.27		Prime or Sub Sub		Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount \$6,068,000.00		Amount Sublet to others \$425,800.00		Uncompleted Amount \$1,757,300.00	
6.		Agency/Owner NYS OGS Replace Pumps, Heat Exchangers & Domestic Water Chiller (52495)		Award Date 12/14/2022		Completion Date 10/14/2024	
Contact Person Don Gailor		Telephone No. (518) 451-6421		Designer Architect and/or Design Engineer GHD Consulting Services			
Contract No. 45968-II		Prime or Sub Prime		Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount \$2,654,000.00		Amount Sublet to others \$539,000.00		Uncompleted Amount \$974,000.00	
7.		Agency/Owner KAPL Building C7 (52479)		Award Date 6/10/2022		Completion Date 9/1/2024	
Contact Person Dave Behan		Telephone No. (518) 584-2500		Designer Architect and/or Design Engineer LLI Engineering, Inc.			
Contract No. 21206.01		Prime or Sub Sub		Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount \$7,800,000.00		Amount Sublet to others \$1,134,000.00		Uncompleted Amount \$3,329,000.00	
8.		Agency/Owner NYS OGS Albion CF Replace Hot Water Lines (57221)		Award Date 3/29/2022		Completion Date 3/1/2024	
Contact Person Corey Stalker		Telephone No. (518) 589-4854		Designer Architect and/or Design Engineer Sage Engineering Associates, LLP.			
Contract No. 46050-II		Prime or Sub Prime		Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount \$8,042,000.00		Amount Sublet to others \$4,176,000.00		Uncompleted Amount \$795,000.00	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

EIN: 16087455

Question 3.1: List all current uncompleted construction contracts:

9.		Agency/Owner	Award Date	Completion Date
		NYPA OGS Empire State Plaza Chillers PH 1B (52514)	8/9/2023	5/15/2025
Contact Person		Telephone No.	Designer Architect and/or Design Engineer	
Dominic Insinna		(716) 688-0766	Wendel Energy Services, LLC	
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
423157	Prime			
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount
		\$7,964,200.00	\$3,571,000.00	\$7,614,000.00
10.		Agency/Owner	Award Date	Completion Date
		Albion Ct ELP Mechanical Improvements (57448)	11/6/2023	2/1/2025
Contact Person		Telephone No.	Designer Architect and/or Design Engineer	
Adam Beyer		(716) 688-0766	Wendel Energy Services, LLC	
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
474326B	Prime			
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount
		\$3,571,000.00	\$1,769,000.00	\$3,541,000.00
Grand Total All Uncompleted Contracts				\$27,627,000.00

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: Postler & Jaeckle Corp.

By: _____

(Signature)

George Woons

(Typed)

Title: Vice President Service Division

Date: 8-8-24

Kathy Hochul, Governor



Roberta Reardon, Commissioner

Albany County

Kayla Cronin, Specification Technician
112 State Street
Albany NY 12207

Schedule Year 2024
Date Requested 07/30/2024
PRC# 2024009632

Location Various County Facilities
Project ID# 2024-066
Project Type HVAC Preventative Maintenance and Emergency Service at various Albany County Facilities. Three year contract term.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2024 through June 2025. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Postler & Jaeckle Corp 615 South Avenue Rochester, NY 14620 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured (585)546-7450 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-0874552
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Albany 112 State Street, Room 100 Albany NY 12207	3a. Name of Insurance Carrier American Zurich Insurance Company 3b. Policy Number of entity listed in box "1a": WC0381487 3c. Policy effective period: 7/1/2024-7/1/2025 3d. The Proprietor, Partners or Executive Officers are: ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

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

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

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

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

Approved by: Laura Drager
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  July 5, 2022

Title: Commercial Lines Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (585) 232-4424

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

C-105.2(9-07)

www.wcb.state.ny.us

Workers' Compensation Law

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

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

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



**Workers'
Compensation
Board**

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

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) Postler & Jaeckle Corp 615 South Avenue Rochester, NY 14620 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured (585) 546-7450 1c. Federal Employer Identification Number of Insured or Social Security Number 16-0874552
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Albany 112 State Street, Room 100 Albany NY 12207	3a. Name of Insurance Carrier Lincoln Life & Annuity Company of New York 3b. Policy Number of Entity Listed in box "1a" 000010230489 3c. Policy effective period: 06/27/2017 to 12/31/2024

4. Policy provides the following benefits:
☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

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

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

Date Signed 5/1/2024 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 800-423-2765 Name and Title Paul Martin VP, Group Claims

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

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

PART 2. To be completed by NYS Workers' Compensation Board (Only if box 4C or 5B of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

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

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

Telephone Number _____ Name and Title _____

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

Additional Instructions for Form DB-120.1

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

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

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

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

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

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/06/2024

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

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

PRODUCER Brown & Brown Insurance Services, Inc. 45 East Avenue Rochester NY 14604		CONTACT NAME: Nicholas Botcher PHONE (A/C, No, Ext): (585) 232-4424 FAX (A/C, No): E-MAIL ADDRESS: nicholas.botcher@bbrown.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Zurich American Insurance Company	
		INSURER B: Pennsylvania Manufacturers Indemnity Company	
		INSURER C: American Zurich Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 24-25 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	Y	GLO0381488	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☒ Contractual Liability						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC						PERSONAL & ADV INJURY \$ 2,000,000
	OTHER:						GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	AUTOMOBILE LIABILITY	Y	Y	BAP0381489	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
							\$
B	☒ UMBRELLA LIAB ☒ OCCUR	Y	Y	6024019214776	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	☐ DED ☒ RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	WC0381487	07/01/2024	07/01/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Liability			AEC 5661886-06	07/01/2024	07/01/2025	Each Occurrence \$ 5,000,000
							Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFB #2024-066; HVAC Preventative Maintenance & Emergency Service

County of Albany is included as additional insured on a primary and non-contributory basis.

CERTIFICATE HOLDER	CANCELLATION
County of Albany 112 State Street, Room 100 Albany NY 12207	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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RFB-2024-066 HVAC Preventative Maintenance and Emergency Service
Bid Tabulation

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Bidder	BPI Piping	Eckert Mechanical	ESCO	JW Danforth	Johnson Controls	Postler & Jaekle
Location						
Mercantile Building HVAC	\$ 9,550.00	\$ 9,875.00	\$ 14,100.00	\$ 11,640.00	NO BID	\$ 8,900.00
Standard Rate	\$ 103.00	\$ 106.00	\$ 115.00	\$ 143.75		\$ 129.00
OT Rate	\$ 145.00	\$ 145.00	\$ 150.00	\$ 180.50		\$ 194.00
Repair Material Markup Over Contractors Cost %	20.00%	21.00%	25.00%	20.00%	30.00%	20.00%

Annual Total	\$ 8,900.00
Term Total	\$ 26,700.00
Contingency Allowance	\$ 60,000.00
Contract Total	\$ 86,700.00

RFB-2024-066
HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE
VARIOUS ALBANY COUNTY FACILITIES

GENERAL SPECIFICATIONS

I. HOURS OF SERVICE:

Regular Hours for service for all calls including emergency service shall be defined as Monday through Friday, between the hours of 7:30 A.M. to 4:30 P.M. with the exception of the Hockey Facility, DSS 1st Floor and the Judge's Chambers on the 4th Floor of the Judicial Building. Regular hours for the Hockey Facility will be 7:30 A.M. to 5:30 P.M. The Judicial Building, 4th Floor must be serviced before or after regular working hours. The 1st floor of DSS must be completed by 8:30 a.m. Monday through Friday.

Overtime Hours for emergency services shall be defined as Monday through Friday between the hours of 4:31 P.M. to 7:29 A.M., and anytime on Saturdays and Sundays. Overtime Hours for the Hockey Facility will be 5:31 P.M. to 7:29 A.M. Calls for any overtime shall be made and authorized only by the Plant Utilities Engineer or his/her named designee.

II. GENERAL PREVENTATIVE MAINTENANCE:

The contractor shall provide all labor, material, equipment, parts and supervision to perform HVAC and Refrigeration Preventative Maintenance as required by each County Facility.

IN GENERAL, IT SHALL BE UNDERSTOOD BY ALL CONTRACTORS THAT ALL FACTORY PUBLISHED PREVENTATIVE MAINTENANCE SCHEDULES AND PROCEDURES SHALL BE CARRIED OUT ON EACH PIECE OF EQUIPMENT WHETHER OR NOT THEY HAVE BEEN SPECIFICALLY POINTED OUT IN THESE SPECIFICATIONS.

Where noted in the detailed specifications section of this bid, scheduled periodic inspections and/or preventive maintenance calls at intervals that exceed the manufacturers published schedules, the detailed specifications schedules will supersede the manufacturers published schedules

ALL MATERIALS, PARTS AND LABOR REQUIRED TO PERFORM PREVENTIVE MAINTENANCE MUST BE INCLUDED IN THE ANNUAL CONTRACT PRICE.

The contractor is required to meet with the Plant Utilities Engineer, Building Superintendent or designated contact person prior to starting contract work on each visit to review work to be completed as per contract.

The contractor is required to call to schedule at least eight (8) business hours previous to arrival on site. Also, each contractor is required to submit to the Building Superintendent, Plant Utilities Engineer or designated contract person, a written report at the conclusion of each inspection. No repair work shall be done without prior approval.

The contractor shall maintain on site log books, detailing all adjustments and work done on each piece of equipment. These books will be maintained and left on each site readily available to the Building Superintendent, the Plant Utilities Engineer and/or designated contact person for his/her inspection and will remain on site after contract has ended. The site log book will be considered County of Albany property. The log book entries shall consist of all repairs and deficiencies of equipment on site.

RFB-2024-066
HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE
VARIOUS ALBANY COUNTY FACILITIES

GENERAL SPECIFICATIONS

Where Applicable:

ALL ASSOCIATED COOLING AND HEATING CIRCULATOR PUMPS ARE TO BE INCLUDED IN THE BID.

ALL PREVENTATIVE MAINTENANCE PERFORMED ON CHILLERS SHALL BE PERFORMED BY MANUFACTURE CERTIFIED TECHNICANS SPECIFIC TO THE CHILLER BEING SERVICED.

(Proof of Manufacturers Certification must be submitted with bid)

III. MATERIAL COSTS:

All materials used for routine preventive maintenance outlined in equipment listing, such as lubricants, filters and belts, must be included in the annual maintenance contract price. Contractor shall be responsible for removing all used parts including but not limited to lubricants, belts, filters and refrigerants if unusable.

All materials used for additional repairs beyond preventive maintenance will be billed in addition to the preventive maintenance contract price. Items must be listed on the invoice by the manufacturer's name and model number, serial number, type number where applicable and unit number where applicable and will be billed at Contractor's cost plus a markup percentage as submitted in the bid. Contractor must submit with their invoice, copies of all receipts for materials valued at greater than \$100.00. If the contractor expects to incur any additional costs not specified in these specifications, a list must be submitted of those items and corresponding charges or schedule with the bid proposal. There will be no additional charge for mileage or delivery. No other costs except those placed in the bid proposal at the time the bid is submitted will be considered by Albany County.

IV. REPAIR WORK:

The contractor shall only perform repair work with the authorization of the Building Superintendent, Plant Utilities Engineer or his/her designee. Payment will not be made for any repair work that is performed without authorization from the Building Superintendent or his designated representative.

Where Applicable:

ALL REPAIRS PERFORMED ON CHILLERS SHALL BE PERFORMED BY MANUFACTURE CERTIFIED TECHNICANS SPECIFIC TO THE CHILLER BEING SERVICED.

(Proof of Manufacturers Certification must be submitted with bid)

RFB-2024-066
HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE
VARIOUS ALBANY COUNTY FACILITIES

GENERAL SPECIFICATIONS

V. EMERGENCY REPAIRS AND “ON CALL” MAINTENANCE:

The contractor shall provide all labor, materials, equipment, parts and supervision to perform HVAC and refrigeration emergency repairs as required by each County Facility.

In the event of failure of equipment or controls, the Contractor shall have a service technician on the County Facility premises within two hours after notice by telephone. Repair service shall be provided during and after normal work hours. Repair service shall be provided 7 days a week, 24 hours a day, including Holidays. Response time shall not exceed 4 hours with the exception of the Hockey Facility and the 5th Floor of 112 State Street. Response time for these locations shall not exceed 2 hours.

Emergency repairs will be billed on a “Time and Materials” basis. Time/Labor costs shall be charged based upon the following rate classifications:

Standard Service Rate Per Hour
Overtime Rate Per Hour

Contractor must supply hourly labor rate and overtime labor rate that will be used for this contract duration. Rates must be supplied in the quote for this bid as a separate line item.

No repairs shall be performed without prior approval of the Building Superintendent or the Plant Utilities Engineer or his/her designee.

All technician(s) must sign in when arriving and sign out when the job is completed. They will sign in with the Building Superintendent, Plant Utilities Engineer or his/her designee. If the technician does not log in and out with the department designee, they may not be paid for the invoiced hours.

VI. WARRANTY:

The contractor shall warranty all work performed, preventative maintenance, and/or repair work for a period of at least 90 days. The contractor shall assist with exercising any manufacturer’s warranty of parts and/or equipment installed by the contractor.

VII. SAFETY:

The contractor shall perform all work in accordance with OSHA safety regulations and all Albany County Safety Regulations for the safety of the general public and the contractor’s employees.

RFB-2024-066
HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE
VARIOUS ALBANY COUNTY FACILITIES

GENERAL SPECIFICATIONS

VIII. TRAVEL AND PARKING:

- All Time and Mileage To, From and Between facilities for PM and Emergency Services are to be included in the annual contract price.
- The Contractor will be responsible for any traffic infractions and or parking violations attributable to employees of the Contractor.

IX. BID AWARD:

Each noted COMPONENT at each FACILITY as noted in the Building and Component list should be bid separately.

The bid may be awarded in separate contracts for each individual facility and/or component, or as an aggregate contract to one bidder. Bidders may quote, as an additional notation on the bid form, a discounted bid price for the award of all the facilities on an aggregate contract basis.

It is the intent that the HVAC Component for the Judicial Center and the County Court House be awarded to a single contractor.

It is the intent that the facilities of 175 Green Street and (224, 250 & 260) South Pearl Street be awarded to a single contractor.

RFB-2024-066 - DETAILED SPECIFICATIONS

<u>MERCANTILE BUILDING – HVAC</u> 60 South Pearl Street Albany, NY 12207 Contact: John Alix Phone: 447-5512		
<u>Equipment</u>	<u>Maintenance Schedule/ Service Requirements</u>	<u>Min. Vendor Qualifications</u>
50 – McQuay water source heat pump units	4 TIMES PER YEAR – Heat Pump Units • Clean condensate pans/traps • Remove/back flush hose kit strainer • Lubricate fan motor • Replace air filters/clean air coil two (2) times per year AS REQUIRED (not to exceed 4 times per year per unit) • Adjust McQuay water source heat pump units as required up to 4 times per year per unit. • Adjust water-regulating valves as required up to 4 times per year per unit. 2 TIMES PER YEAR – Hot Water Boilers (prior and during heat season) • Lubricate pumps and motors • Leak test gas train • Adjust burner for proper combustion efficiency • Clean burner assembly • Test Microprocessor Control Module that controls burner operation and report findings •	5 YEARS COMMERCIAL HVAC MAINTENANCE/ REPAIR EXPERIENCE 3 Customer Service References

RFB-2024-066 - DETAILED SPECIFICATIONS

MERCANTILE BUILDING – HVAC (CONTINUED)		
<u>Equipment</u>	<u>Maintenance Schedule/ Service Requirements</u>	<u>Min. Vendor Qualifications</u>
1 – McQuay make-up-air unit	4 TIMES PER YEAR – Make up air units • Replace air filters • Tighten belts to manufactures specs • Replace belts (1 Time per year) • Clean drain pan/trap as needed • Lubricate bearings • Lubricate damper and linkages with low debris adherence level 1 TIME PER YEAR – Plate heat exchanger (Spring Inspection) • Inspect/adjust plate pack • Check water pressure drops across inlet and outlets and compare against manufactured spec. • Test heat transfer capacity • Check glycol system • Record and report findings and recommendations 2 TIMES PER YEAR – Circulating pumps • Lubricate motor/bearing assembly • Check/test alignment • Electrical test starters and overload relays Annual – Prior to cooling start up • Full interior cleaning per NYSDOH standards. Annual – following cooling season • Winterize tower & cooling loop 4 times per year • Inspect spray head, grommets, coil, floats and strainers • Grease fans and fan motors 2 TIMES PER YEAR (Spring/Fall) Imeco Closed Circuit Cooler • Fill/drain sump • Lubricate fan shaft bearings and motor • Tighten to manufactures specs/replace fan belts • Clean sump screen • Check electrical/mechanical systems	5 YEARS COMMERCIAL HVAC MAINTENANCE/ REPAIR EXPERIENCE 3 Customer Service References
1 – Ecoflex plate heat exchanger		
4 - Loop circulating pumps		
1 – Cooling Tower (April through October)		
1 – Technical System water chiller		
1 – Imeco EFC fluid cooler		