

Albany County Request for Contract Approval

Contract #	2025-2807
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	None
Department	A3020 - Emergency 911
Date Submitted	Thursday, February 27, 2025
Contact Person	Demarest, Kevin
Contact Phone	518-655-7895
Vendor Info	Pulsiam Hitech System 16030 Ventura Blvd. Suite 250, Encino, CA 91436
Estimated Amount	\$23,378.10
Estimated Term	4/1/2025 to 3/31/2026
Scope of Services	SafetyNet Software Maintenance for E911
Budget Line Item	AA3020 - 44046 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

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: March 5, 2025
To: Contract Administration Board (CAB)
From: Craig D. Apple Sr., Sheriff
Subject: Software Purchase

Briefly, this request is enter into an agreement between Albany County Sheriff's Office and Pulsiam Hitech Systems to purchase annual safetynet software maintenance for the Albany County Sheriff's Emergency 9-11 Center.



BILL TO	
Albany County Sheriff's Department PSAP Attn.Capt. Ralph Mariani Albany County Courthouse Room 79 Albany, N.Y. 12207	

[illegible]

Albany County Request for Contract Approval

Contract #	2025-2833
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	
Department	A3150 - Correctional Facility
Date Submitted	Friday, March 7, 2025
Contact Person	Harris, Tina
Contact Phone	+1 5184875435
Vendor Info	Viapath Technologies 3120 Fairview Park Dr. / Suite 300, Fall Church, VA 22042
Estimated Amount	\$37,722.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	Annual software and maintenance to the offender management system previously purchased with prior resolution #401 of 2001 at the Correctional Facility
Budget Line Item	AA3150 - 44070 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



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: March 7, 2025

To: Contract Administration Board (CAB)

From: Michael J. Lyons, Superintendent

Subject: Annual Maintenance/Software for Offender Management System

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

QUOTE

DATE: December 3, 2024**EXPIRATION DATE:** June 3, 2025

TO Albany County Division of Information Offices
840 Albany Shaker Road
Albany, NY 12211

SPONSOR		JOB	PAYMENT TERMS	
Anthony Pica		2025 OMS Maintenance & Support	Due 30 days Upon Receipt	
QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL	
1	Annual Offender Management Maintenance	\$25,559.00	\$25,559.00	
1	Annual Crystal Reports Maintenance	\$2,164.00	\$2,164.00	
1	Annual Phone Incidents	\$3,715.00	\$3,715.00	
1	Annual Phone Incidents After Hours	\$3,825.00	\$3,825.00	
1	Annual Interface – VINE	\$2,459.00	\$2,459.00	
			\$37,722.00	

Notes: Coverage period: January 1, 2025 – December 31, 2025

This quote must be signed and returned or Purchase Order provided for any of the above work to be scheduled or any product or services to be provided.

To accept this quotation, sign here and return: _____

Printed Name: _____

Date: _____

Thank you for your business!





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

January 7, 2022

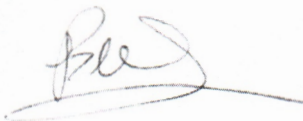
Karen Storm
Albany County
Purchasing Department
112 State Street
Albany, NY 12207

Dear Ms. Storm,

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

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

Thank you,

A handwritten signature in black ink, appearing to read "Randy Greening", with a long horizontal line extending from the end of the signature.

Randy Greening
Account Manager
Viapath Technologies



Albany County Request for Contract Approval

Contract #	2025-2808
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	A7410 - Parks & Recreation
Date Submitted	Friday, February 28, 2025
Contact Person	Penn, George
Contact Phone	+1 5184477194
Vendor Info	John W. Danforth 300 Colvin Woods Parkway, Tonawanda, NY 14150
Estimated Amount	\$52,000.00
Estimated Term	2/28/2025 to 12/31/2027
Scope of Services	HVAC Preventative maintenance and Emergency service, Hockey Facility HVAC & Dehumidification
Budget Line Item	AA7410 - 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



ALBANY COUNTY PARKS & RECREATION

Daniel P. McCoy, Albany County Executive
Bakary Janneh, Commissioner
Alexandra M. Robert, Deputy Commissioner

March 7, 2025

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 Honorable McCoy, Cunningham, Hidley, and Messrs.

The Department of Parks & Recreation requests authorization to contract with JW Danforth pursuant to their award, RFB #2024-066 HVAC Preventative Maintenance and Emergency Service.

JW Danforth will perform preventative maintenance on (1) Munters Desiccant Dehumidification Equipment, (3) AHU Duct Furnaces, (2) Bryant Office Heaters, (1) Payne Office Heater, (2) Laars-Pennant Hot Water Boilers, (5) Taco Series KV Vertical In-Line Pumps, (1) BAC Cooling Tower, (5) Eaton Series H-Max Variable Drives, (1) Glycol Feed Unit, (1) Plate Heat Exchanger and Emergency Coverage/Service 24 hours a day, 7 days a week, 365 days a year.

This contract has a not to exceed cost of \$52,000.00.

The term of this agreement will be January 1, 2025 – December 31, 2027

Thank you,

Bakary Janneh
Commissioner
Albany County Parks and Recreation





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: Bakary Janneh, Commissioner
Albany County Department of Parks and Recreation

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: February 25, 2025

RE: RFB #2024-066, HVAC Preventative Maintenance and Emergency Service,
Hockey Facility HVAC and Dehumidification

I am in receipt of your recommendation to award the aforementioned to JW Danforth in the amount of \$52,000.

As JW Danforth 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

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
<u>ALL</u> 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 - <u>ALL</u> 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 %		

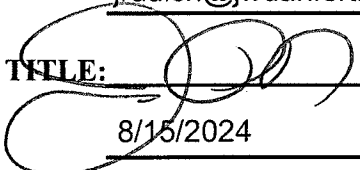
BF5

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

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.

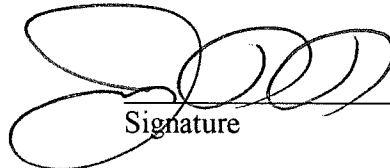
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

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 _____

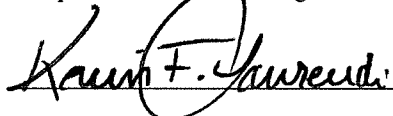
Commission Expires _____

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

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES ¹ :	☐ Yes	☒ No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # 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 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 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

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

Kevin F. Laurendi
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

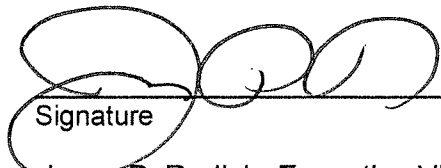
Signature

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

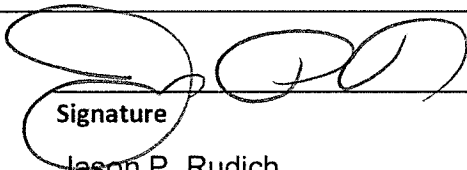
Address: 5 Liebich Lane

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	Contract Information			Designer Architect and /or Design Engineer	Award Date	Completion Date				
Contact Person	Telephone No.	Joint Venture (JV) Name, if applicable	Prime or Sub	Total Contract Amount	Amount Sublet to others	EIN of JV, if applicable				
Contract No.	Contract Description	Contract Type	Contract Status	Contract Amount	Sublet Amount	Sublet EIN				
1.	Agency/Owner Buffalo Bills New Stadium Underground Plumbing	Contact Person Lyndsey Spangel	Telephone No. (646) 842-1659	Joint Venture (JV) Name, if applicable N/A	Prime or Sub Prime	Total Contract Amount \$12,421,000.00	Amount Sublet to others \$2,772,113.00	Uncompleted Amount \$12,421,000.00	Award Date 4/29/2024	Completion Date 11/29/2024
2.	Agency/Owner Syracuse Regional Airport Authority HVAC Replacements	Contact Person Robin Wilkins	Telephone No. (315) 897-0543	Joint Venture (JV) Name, if applicable N/A	Prime or Sub Prime	Total Contract Amount \$9,681,556.00	Amount Sublet to others \$2,514,260.00	Uncompleted Amount \$9,591,549	Award Date 12/1/2023	Completion Date 3/31/2024
3.	Agency/Owner Erie County EPC II	Contact Person Kris Straus	Telephone No. (716) 858-7294	Joint Venture (JV) Name, if applicable N/A	Prime or Sub Sub	Total Contract Amount \$10,547,388.00	Amount Sublet to others \$385,000.00	Uncompleted Amount \$2,445,453.00	Award Date 1/1/2022	Completion Date 12/30/2024
4.	Agency/Owner Webster WPCF Improvements Phase 2 (Contract with Navitas, LLC)	Contact Person Greg Lachanski	Telephone No. (518) 421-7515	Joint Venture (JV) Name, if applicable N/A	Prime or Sub Sub	Total Contract Amount \$4,127,793.00	Amount Sublet to others \$215,094.00	Uncompleted Amount \$4,025,397.00	Award Date 7/15/2023	Completion Date 1/1/2026

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	Pri. No.	Owner	Contract With	Contact	Phone No.	Contract Amount	% Complete	Scheduled Completion
Canandaigua VA LLC Phase 2 Plug Power	70011	Canandaigua VA Medical Center Plug Power	North Central Mechanical, Inc.	Bernard Budimir	(814) 788-2003	\$ 16,864,366.00	61%	7/31/24
	70081			Greg Migirditch	(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 ROCI Amazon	70098	Tranmell Crow Company	Layton Construction Company	Aaron Uiterback	(585) 285-8320	\$ 19,504,949.00	99%	5/1/24
Wellsville WWTP HVAC & Plumbing	70126	Village of Wellsville	Village of Wellsville	Matt McKenna	(585) 381-9250	\$ 404,790.00	97%	7/31/24
Rochester Psych Center BMS Upgrades	70142	DASNY - Rochester Psych Center	OCM Construction Inc.	Dan 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 - 390 Systems Road	70159	O'Connell Electric	O'Connell Electric	Dick Camping	(585) 734-3510	\$ 1,138,986.00	99%	12/31/24
LSI Building 7 Clean Room Install Phase 2	70166	LSI Solutions	LSI Solutions	Erica DiNapoli	(585) 869-0339	\$ 7,137,318.00	97%	4/30/24
SUNY Alfred Water Treatment Building	70183	SUNY Alfred	Streeter Associates	John Mahon	(607) 734-4151	\$ 1,339,208.00	93%	5/30/24
RCSD Charlotte Campus Renovation	70202	Rochester City School District Design Group	Rochester City School District Design Group	Shannel Soaries	(585) 336-4010	\$ 2,300,226.00	68%	8/31/24
Alfred Almond CSD 2023 CIP	70206	Alfred Almond Central School District	Alfred Almond Central School District	Steve Morse	(607) 382-6946	\$ 1,384,349.00	73%	8/16/24
Dundee WRRF HVAC Improvements	70210	Village of Dundee	Village of Dundee	Erin Ryan	(585) 325-7190	\$ 315,000.00	63%	11/22/24
Village of Wayland WWTP	70212	Village of Wayland	Village of Wayland	Marlies Guest	(585) 728-2800	\$ 267,200.00	43%	6/15/24
FLCC Science Lab B23016	70213	Ontario County	Ontario County Purchasing Department	Dave Martello	(585) 967-1805	\$ 235,564.00	98%	6/1/24
Union Springs CSD 2022 HVAC Renovations	70216	Union Springs Central School District	Union Springs Central School District	Kory Hunsinger	(585) 613-6026	\$ 279,201.00	91%	7/12/24
Avoca Central School District HVAC & Plumbing	70217	Avoca Central School District	Avoca Central School District	Kory Hunsinger	(585) 6136026	\$ 120,869.00	92%	7/1/24
University of Rochester Pediatric IB Suite Renovation	70218	University of Rochester	Holdsworth Klimowski	Bob Klimowski	(585) 924-4800	\$ 342,633.00	95%	7/6/24
Webster WPCF Improvements Phase 2	70219	Town of Webster	Navitas, LLC	Greg Lachanski	(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 Ontis	(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	WXI Public Broadcasting Council	WXI 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	Johnathan Fishbein	(585) 509-2651	\$ 185,500.00	7%	12/31/24
SUNY Brockport Tuttle 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	(585) 596-2170	\$ 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%	10/1/25
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	1%	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	75066	VA of Western New York	Cornerstone Contracting, Inc.	Darin Robaczewski	(224) 404-1733	\$ 378,216.00	98%	7/28/24
Marcy Psych Center Bldg 39 & 77	75077	DASNY	Robert F. Hyland & Sons	Andy Kantor	(315) 570-3160	\$ 1,831,926.00	99%	7/1/24
North Syracuse Central Schools - EPC	75102	North Syracuse Central Schools	Murnane Building Contractors	Karen Beck	(315) 218-2141	\$ 19,357,839.00	95%	8/2/24
Hutchings Psych Center - Replace AHU's in Bldg 14	75104	NYS Office of General Services	North Syracuse Central Schools	Michael Constable	(315) 428-4419	\$ 5,383,274.00	9%	11/29/24
			NYS Office of General Services			\$ 1,597,015.00	87%	9/1/24
Midstate Correctional Facility Water Tower Meter Install	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
Onelda Central School District Phase II	75123	Onelda Central School District	Onelda 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%	7/26/24
Moravia CSD 2023/24 Outlay Project	75129	Moravia Central School District	Moravia Central School District	Brittany Kulas	(315) 497-2670	\$ 85,105.00	96%	6/30/24
GMUCSD Capital Improvement Boiler Replacement	75132	Gilbertsville Mt Upion Central School District	Gilbertsville Mt Upion 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.

100 Corporate Parkway
Suite 200
Amherst, NY 14226
p (716) 250-6600
f (716) 250-6605

www.bonadio.com

(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>

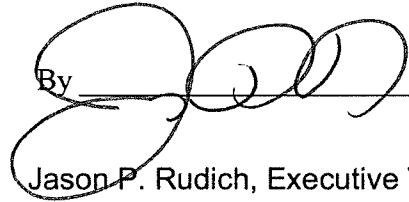
The accompanying notes are an integral part of these statements.

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)

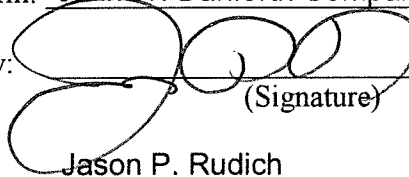
ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

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 almost@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 kmoorse@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

Albany County Request for Contract Approval

Contract #	2025-2809
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	A7410 - Parks & Recreation
Date Submitted	Friday, February 28, 2025
Contact Person	Penn, George
Contact Phone	+1 5184477194
Vendor Info	Daikin Applied Americas Inc. 13600 Industrial Park Blvd, Minneapolis, MN 55441
Estimated Amount	\$56,000.00
Estimated Term	2/28/2025 to 12/31/2027
Scope of Services	Preventative Maintenance and Emergency Service, Hockey Facility Chillers
Budget Line Item	AA7410 - 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



ALBANY COUNTY PARKS & RECREATION

Daniel P. McCoy, Albany County Executive
Bakary Janneh, Commissioner
Alexandra M. Robert, Deputy Commissioner

March 7, 2025

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 Honorable McCoy, Cunningham, Hidley, and Messrs.

The Department of Parks & Recreation requests authorization on an agreement with Daikin Applied Americas Inc. d/b/a Daikin Applied pursuant to their award, RFB #2024-153 HVAC Preventative Maintenance and Emergency Service, Hockey Facility Chillers.

Under this contract, Daikin will perform preventative maintenance on (1) Trane RTWD-200F2 Chiller, including: (2) Operational Inspections, (2) Annual inspections, Condenser Tube Cleaning and Emergency Coverage/Service 24 hours a day, 7 days a week, 365 days a year.

This contract has a not to exceed cost of \$56,000.00.

The term of this agreement will be January 1, 2025 – December 31, 2027

Thank you,

Bakary Janneh
Commissioner
Albany County Parks and Recreation





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: Bakary Janneh, Commissioner
Albany County Department of Parks and Recreation

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: February 25, 2025

RE: RFB #2024-153 HVAC Preventative Maintenance and Emergency Service,
Hockey Facility Chillers

I am in receipt of your recommendation to award the aforementioned to Daikin in the amount of \$56,000.

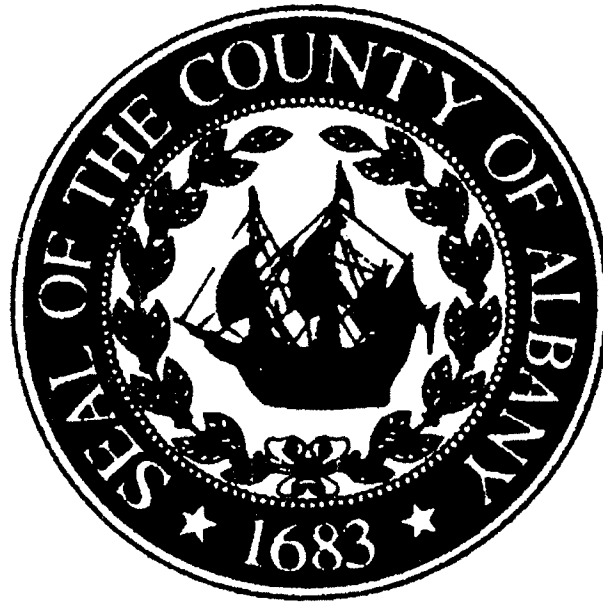
As Daikin is the lowest responsible and responsive bidder for the location indicated, I concur with your recommendation.

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

COUNTY OF ALBANY

REQUEST FOR BIDS

ALBANY COUNTY HOCKEY FACILITY



RFB #2024-153

HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE HOCKEY FACILITY CHILLERS

**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 Hockey Facility Chillers
RFB NUMBER: 2024-153

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: Daikin Applied Americas Inc. d/b/a Daikin Applied

Address: 13600 Industrial Park Blvd

City: Minneapolis State: MN Zip Code: 55441

Contact Person: Tyler Puk

Title: Service and Solutions Account Manager

Phone Number: 508-668-4000 Fax Number: _____ E-Mail: Service.boston@daikinapplied.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: X

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

NON-BIDDER RESPONSE
RFB #2024-135

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 #2024-153**

Sealed Bids for HVAC Preventative Maintenance and Emergency Service for Hockey Facility Chillers as requested by Albany County Hockey Facility 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, December 5, 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, November 21, 2024**

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
November 15, 2024

PUBLISH ONE DAY -- (November 21, 2024) -- THE EVANGELIST
PUBLISH ONE DAY -- (November 21, 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 for Hockey Facility Chillers**
- 1.2 Requesting Department: **Albany County Hockey Facility**
- 1.3 Bid Number: **2024-153**

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 for Hockey Facility Chillers** 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, DECEMBER 5, 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.

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-2024-153
HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE
HOCKEY FACILITY CHILLERS

GENERAL SPECIFICATIONS

I. HOURS OF SERVICE:

Regular hours for service for all calls including emergency service for the Hockey Facility shall be defined as follows: Monday through Friday, 7:30 A.M. to 5:30 P.M.

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.

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.

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.

RFB-2024-153
HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE
HOCKEY FACILITY CHILLERS

GENERAL SPECIFICATIONS

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 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, 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:

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

RFB-2024-153
HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE
HOCKEY FACILITY CHILLERS

GENERAL SPECIFICATIONS

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.

The Hockey Facility anticipates no more than 40 hours of emergency service during the contract term.

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.

VII. SAFETY:

RFB-2024-153
HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE
HOCKEY FACILITY CHILLERS

GENERAL SPECIFICATIONS

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.

The hourly rates for emergency service and overtime-emergency service shall be factored into the determination of low bid.

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

RFB-2024-153 - DETAILED SPECIFICATIONS

<u>ALBANY COUNTY HOCKEY FACILITY – CHILLER</u> 18 Hockey Lane Albany, NY 12211 Contact: Paul Hebert Telephone (518) 452-7396	
Trane RTWD-200-F2 chiller	Must be serviced by Trane Factory Certified Technicians

<u>Bi-Annual Service:</u> (First service to occur in May/June & second service to occur in December/January. • Tighten all electrical and mechanical connections to factory specified specifications. • Open and clean condenser water tubes and replace head gasket. • Inspect all tube heads and ends for abnormal ware or damage. • Remove, clean and confirm functionality of condenser flow switch. • Remove and Calibrate chilled water sensors. • Check glycol PH and concentration. (Target concentration of a 35%) • Change oil filter as required. <u>Bi-Annual Inspection:</u> One month following start-up (typically August) • Collect and analyze oil sample pursuant to Trane factory oil analysis protocol and provide report • Perform operating log of chiller data and check for any abnormalities. • Check and address any diagnostic messages as needed. Six months following start up (typically Dec/Jan) • Perform operating log of chiller data and check for any abnormalities. • Check and address any diagnostic messages as needed. <u>Emergency Service:</u> No more than 40 hours of Emergency Service is anticipated for the contract term.	
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COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: HVAC Preventative Maintenance and Emergency Service
Bid Number: 2024-134

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 11/26/2024 Number Addendum #1

(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:
- Tyler Puk
- Daikin Applied
- 19 Walpole Park South Drive, Suite 3, Walpole, MA 02081
- Phone: 508-668-4000
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: 2024-153

The Hockey Facility anticipates no more than 40 hours of emergency service during the contract term.

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
HOCKEY FACILITIES CHILLERS	\$ 6,142	\$ 140	\$ 210

Repair Materials Markup Over Contractor's Cost (Percentage)	25 %
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COUNTY OF ALBANY

BID FORM

BF3

BID IDENTIFICATION:

Title: **HVAC Preventative Maintenance and Emergency Service**
Bid Number: **2024-153**

COMPANY: Daikin Applied Americas Inc. d/b/a Daikin Applied

ADDRESS: 19 Walpole Park South Drive, Suite 3

CITY, STATE, ZIP: Walpole, MA 02081

TEL. NO.: 508-668-4000

FAX NO.: _____

FEDERAL TAX ID NO.: 41-0404230

REPRESENTATIVE: Kevin Mara

E-MAIL: Service.boston@daikinapplied.com

SIGNATURE AND TITLE: Kevin Mara District Service Manager

DATE: 11/26/2024

BF4



Kathy Hochul, Governor

Roberta Reardon, Commissioner

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

Schedule Year 2024 through 2025
Date Requested 08/28/2024
PRC# 2024011007

Location Hockey Facility and Judicial C
Project ID# 2024-116
Project Type HVAC PM and Emergency Service for Hockey Facility Chillers and Judicial Center Boilers

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

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

Assistant Secretary

Title

11/26/2024

Date

Daikin Applied Americas Inc. d/b/a Daikin Applied
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 _____

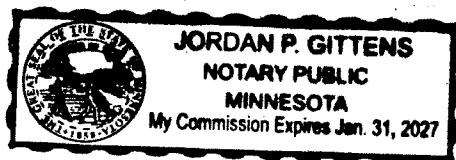
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF Minnesota)
COUNTY OF Hennepin) SS.:

On this 26th day of November, 20024, before me personally appeared Matthew Herbranson to me known, who, being by me sworn, did say that he resides at (give address) 13600 Industrial Park Blvd, Minneapolis, MN 55441; that he is the (give title) Assistant Secretary of the (name of corporation) Daikin Applied Americas Inc. d/b/a Daikin Applied, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.



[Signature]
Notary Public, State of Minnesota

Qualified in Hennepin

Commission Expires 01-31-2027

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Daikin Applied Americas Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 41-0404230 b) DUNS # 17-271-9437	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: Daikin Applied		5. WEBSITE ADDRESS (if applicable) www.daikinapplied.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 13600 Industrial Park Blvd, Minneapolis, MN 55441		7. TELEPHONE NUMBER 763-553-5330	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> 19 Walpole Park South Drive, Suite 3		10. TELEPHONE NUMBER 508-668-4000	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Matthew Herbranson Title Assistant Secretary Telephone Number 763-553-5330 Fax Number e-mail service.operations@daikinapplied.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	See attached officers list	TITLE	b) NAME
c) NAME	See attached officers list	TITLE	d) NAME
TITLE			
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>			☐ Yes ☒ No
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>			☐ Yes ☒ No

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

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES: ☐ 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 # 41-0404230

State of: Minnesota)
) ss:
County of: Hennepin)

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 Daikin Applied Americas Inc.

Signature of Owner _____

Address 13600 Industrial Park Blvd

Printed Name of Signatory _____

City, State, Zip Minneapolis, MN 55441

Title _____

Sworn before me this 26th day of November, 2024,

Notary Public



Matthew Herbranson

Printed Name _____

Signature _____

11-26-2024

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

Assistant Secretary

Title

11-26-2024

Date

Daikin Applied Americas Inc. d/b/a Daikin Applied
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: Daikin Applied Americas Inc. d/b/a Daikin Applied

Address: 19 Walpole Park South Drive, Suite 3

Walpole, MA 02081

Phone Number(s): 508-668-4000

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):

Service and maintenance of commercial heating, ventilation and air conditioning parts and equipment (HVAC)

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

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

Kevin Mara

Signature

Kevin Mara

Printed Name

District Service Manager

Title

11-26-2024

Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

1. How many years has your firm been in business? 32 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. Brookhaven (WWV Chiller Project) Phone: 781-863-9660

1010 Waltham St, Lexington, MA 02421

Completion Date: 2-28-2022

Bid and Final Price: \$779,845

2. Southern New Hampshire Medical Center (RTU Replacement) Phone: 603-577-2000

10 Prospect Street, Nashua, NH 03060

Completion Date: 09-01-2024

Bid and Final Price: \$430,564

3. Residence Inn Woburn (WSHP and VRV Install)

3000 Presidential Way, Woburn, MA 01801

Completion Date: 12/20/2023

Bid and Final Price: \$155,790

BQ1

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.

Union College: North Lane, Schenectady, NY 12308 Phone: 518-388-6000

Ongoing Contract 8-1-2024 to 8-1-2025 Bid and Final Price: \$7,805

Troy Central School District: 475 1st St, Troy, NY 12180 Phone: 518-328-5085

Ongoing Contract: 5-1-2024 to 6-1-2025 Bid and Final Price: \$25,895

Schulter Lab: 194 Pleasant Ridge Road, Pittsburgh, NY 12901 Phone: 212-263-6973

Ongoing Contract: 7-1-2024 to 7-1-2025 Bid and Final Price: \$4,895

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.

Daikin Applied Americas Inc. ("Daikin Applied"), like most large companies, is engaged in claims, litigation and disputes from time to time, the details of which Daikin Applied considers confidential.

Daikin Applied is currently involved in no material litigation claims or disputes that would affect our ability to successfully perform a contract.

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.

NONE

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: JP Morgan Chase Bank NA 416 West Jefferson Street, 2nd Floor, Louisville, KY 40202

Rep: Michelle Lopez Phone: 646-582-7230 Email: kentucky.pod@jpmorgan.com

Surety: Federal Insurance Company 202B Hall's Mill Road, Whitehouse Station, NJ, 08889

Rep: Cynthia L Choren Phone: 314-342-2661 Email: cynthia.l.choren@marsh.com

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 company Memo

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.

Daikin Applied Americas Inc. d/b/a Daikin Applied

Correct Name of Bidder

(a) The business is a: C-Corporation

(b) The address of principal place of business is: 13600 Industrial Park Blvd

Minneapolis, MN 55441

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

See attached list of officers

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.

Daikin Applied Americas Inc. d/b/a Daikin Applied

Firm

Dated: 11/26/2024

By  _____

Matthew Herbranson - Assistant Secretary

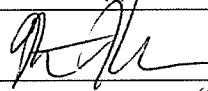
(Typed)

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: Daikin Applied Americas Inc. d/b/a Daikin Applied

By: 
(Signature)

Matthew Herbranson
(Typed)

Title: Assistant Secretary

Date: 11/26/2024



Daikin Applied Americas Inc.
13600 Industrial Park Blvd
Minneapolis, Minnesota USA 55441

Company Overview March 2024

Daikin Applied Americas Inc. (the “Company”), headquartered in Minneapolis, Minnesota is a wholly-owned subsidiary of Daikin Holdings America Inc. (“DHAI”). DHAI, headquartered in Louisville, Kentucky, is a wholly owned, direct subsidiary of **Daikin Industries Ltd.** (“Daikin”). Daikin, headquartered in Osaka, Japan, is the world’s largest air conditioning equipment manufacturer globally. Daikin’s consolidated sales were approximately JPY 4.4 trillion (USD \$29.3 Billion) for the year ended March 31, 2024. Daikin provides financial support to the Company, via unsecured loans or issued a Guarantee for substantially all interest-bearing debt obligations of the Company.

The Company designs, manufactures and services HVAC equipment for commercial, industrial and institutional customers. Owned factories are located in Staunton, VA, Faribault, MN, Owatonna, MN, Phoenix, AZ, and in San Luis Potosi, Mexico. The company operates a parts depot from Dayton, Ohio and over 80 technical service centers across the USA. A state-of-the-art research and development center is located adjacent to the headquarters office in Minneapolis, MN.

The Company has subsidiaries in Canada, Mexico, Puerto Rico, Chile, Colombia, Panama, and Peru. In addition, the Company has a US subsidiary, Daikin Applied Latin America LLC, located in Miami, Florida.

The following information is derived from the Company’s consolidated financial statements:

Selected Financial Data for Daikin Applied Americas Inc.
As of March 31, 2024

Note: The Company’s fiscal year end is March 31. Unaudited, U.S. dollars approx.

Balance sheet data:

Total current assets	~ \$1.5 billion
Total assets	~ \$3.1 billion
Shareholder’s equity	~ \$960 million

Income statement:

Sales	~ \$3.6 Billion
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Daikin Applied Americas Inc.

Daikin Applied Headquarters

13600 Industrial Park Blvd.

Minneapolis, MN 55441

www.daikinapplied.com

Employer Identification #: 41-0404230; DUNS#: 17-271-9437

Daikin Holdings America Inc. ("DHAI") Corporate Headquarters

9920 Corporate Campus Drive, Suite 2200

Louisville, KY 40223

Employer Identification #: 75-2585409; DUNS#: 88-336-6668

SIC codes: #3585, #5075. NAICS codes: #333415, #423730.

Consolidated Group U.S. Tax Return Business Category Code #335900

Daikin Industries Ltd.

Osaka, Japan

www.daikin.comInvestor Relations www.daikin.com/investor

DHAI Number of Employees: 29,600 worldwide; 20,800 in the U.S.**Banking Relationships:**

JP Morgan Chase Bank

Andre Tillman, Customer Service

Duffy Baker, Managing Director

416 West Jefferson Street, 2nd Floor

Louisville, KY 40202

FAX: 502-566-8339

PH: 502-566-3677

PH: 502-566-2414

MUFG Bank, Ltd.

Houston Branch

Japanese Parent Banking Group

1100 Louisiana Street, Suite 4850

Houston, Texas 77002

FAX: 713-655-3835

PH: 713-658-0116

Attn. Ms. Shino Case



DIRECTORS and OFFICERS of DAIKIN APPLIED AMERICAS INC.
As of July 5, 2024

Directors:

Masaaki Miyatake -3600 Industrial Park Blvd Minneapolis, MN 55441
Takashi Matsuzaki- 13600 Industrial Park Blvd Minneapolis, MN 55441
Hirokazu Hirao-13600 Industrial Park Blvd Minneapolis, MN 55441

Officers:

Name	Office	Address
Yu Nishiwaki	President and Chief Operating Officer	13600 Industrial Park Blvd Minneapolis, MN 55441
Shinri Sada	Executive Vice President – ADC	13600 Industrial Park Blvd Minneapolis, MN 55441
George F. Calienes	Senior Vice President – Latin America	7205 N.W. 19 th Street, Suite 310 Miami, FL 33126
Shinya Nishi	Senior Vice President – Aftermarket	13600 Industrial Park Blvd Minneapolis, MN 55441
James M. Moe	Senior Vice President – Sales & Service	13600 Industrial Park Blvd Minneapolis, MN 55441
John W. Moon	Senior Vice President – Customer and Business Solutions	1765 West Oak Parkway, Suite 500 Marietta, GA 30062
John Galbraith	Senior Vice President – Engineering	13600 Industrial Park Blvd Minneapolis, MN 55441
Aaron D. Spira	Senior Vice President, General Counsel and Secretary	13600 Industrial Park Blvd Minneapolis, MN 55441
John L. Gimmie	Vice President – Integrated Supply Chain	13600 Industrial Park Blvd Minneapolis, MN 55441
Dibin Lassila	Vice President – Human Resources	13600 Industrial Park Blvd Minneapolis, MN 55441
David B. Godsil	Divisional Vice President	13600 Industrial Park Blvd Minneapolis, MN 55441
Sean O'Brien	Divisional Vice President	13600 Industrial Park Blvd Minneapolis, MN 55441
William Barkley	Divisional Vice President	13600 Industrial Park Blvd Minneapolis, MN 55441
Clayton Jacoby	Chief Financial Officer	13600 Industrial Park Blvd Minneapolis, MN 55441

DIRECTORS and OFFICERS of DAIKIN APPLIED AMERICAS INC.
As of July 5, 2024

Name	Office	Address
James R. Latta	Treasurer	9920 Corporate Campus Drive, Suite 2200 Louisville, KY 40223
Alan D. Proffitt	Controller	9920 Corporate Campus Drive, Suite 2200 Louisville, KY 40223
Yoshikazu Nunota	Controller	13600 Industrial Park Blvd Minneapolis, MN 55441
Michael Toomey	Assistant Controller	13600 Industrial Park Blvd Minneapolis, MN 55441
Matthew J. Herbranson	Assistant Secretary	13600 Industrial Park Blvd Minneapolis, MN 55441
William Wang	Assistant Secretary	9920 Corporate Campus Drive, Suite 2200 Louisville, KY 40223
Janel E. LaBoda	Assistant Secretary	13600 Industrial Park Blvd Minneapolis, MN 55441
Sherry Stenerson	Assistant Secretary	13600 Industrial Park Blvd Minneapolis, MN 55441
Karina Abolina	Assistant Secretary	13600 Industrial Park Blvd Minneapolis, MN 55441



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2024

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 MARSH USA LLC 400 West Market Street, Suite 700 Louisville, KY 40202 Attn: Louisville.certrequest@marsh.com	CONTACT NAME: GeeAnn Missi PHONE (A/C, No, Ext): 866-966-4664 FAX (A/C, No): 212-948-0804 E-MAIL ADDRESS: Louisville.CertRequest@marsh.com
INSURED Daikin Applied Americas Inc. dba Daikin Applied 13600 Industrial Park Boulevard Minneapolis, MN 55441	INSURER(S) AFFORDING COVERAGE INSURER A: Mitsui Sumitomo Insurance USA Inc INSURER B: Sentry Casualty Company INSURER C: N/A INSURER D: INSURER E: INSURER F:
CN101863513-DAA-GAWU-24-25	NAIC # 22551 28460 N/A

COVERAGES **CERTIFICATE NUMBER:** CLE-006842408-06 **REVISION NUMBER:** 14

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 ☒ PRO-JECT ☒ LOC OTHER:			GL 2122557 (subject to self-insured retentions for various perils covered)	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BVR8406442 (AOS) BVM8803074 (MA)	04/01/2024 04/01/2024	04/01/2025 04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTIONS			UMB5700287 (subject to self-insured retention for various perils covered)	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	90-20216-002 (Daikin Ded.)	04/01/2024	04/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

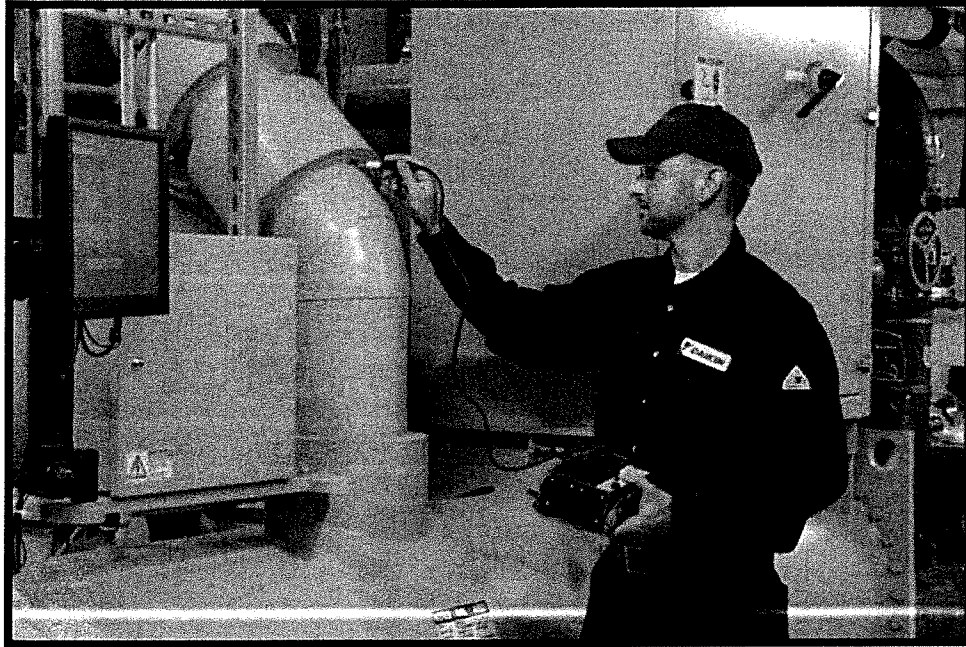
CERTIFICATE HOLDER

CANCELLATION

Daikin Applied Americas 13600 Industrial Park Boulevard Minneapolis, MN 55441	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 <i>Marsh USA LLC</i>
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MAINTENANCE AGREEMENT QUOTE



Albany County Hockey - MA

ALBANY COUNTY HOCKEY
18 HOCKEY LANE
ALBANY, NY 12211

Quote #: Q-54962

Prepared for:

Paul Hebert
Facilities
ALBANY COUNTY OFFICES
Quote Document Date: 09/24/24

Prepared by:

Tyler Puk
Account Representative
Phone: (617) 564-5137 Mobile:
E-mail: tyler.puk@daikinapplied.com
Daikin Applied Americas, Inc.

Scope of Services

Daikin Applied Americas Inc. is pleased to offer the following Maintenance Agreement Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Perform preventative maintenance on (1) **Trane RTWD-200-F2 Chiller**.

Includes:

- (2) Operational Inspections.
- (2) Annual Inspections.
- Condenser Tube Cleaning.

Please see the tasking sheet at the end of the proposal for a more detailed scope of work for each inspection.

Program Overview

The Owner is requesting a planned maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize unscheduled down-time by detecting deficiencies early. Scheduled factory recommended maintenance will help promote efficient operation and maximum equipment life. Repairs by trained technicians help keep the equipment operating to specification guidelines.

Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends Owner participation to help the Owner technicians learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

Emergency Coverage: Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis, unless otherwise noted within the Equipment Schedule or Tasking herein.

Duration:

This agreement shall remain in effect for an initial term of 3 year(s) beginning on January 01, 2025 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

Payment will be In Advance as follows: on the first day of each quarter beginning on January 01, 2025 (the Effective Date) of this agreement, Daikin will provide an invoice in the amount of \$1,535.50 and will be due upon receipt.

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions, unless the parties have in place a current, fully executed Master Agreement, in which case this Agreement is subject to the provisions of such Master Agreement.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Standard Inclusions:

The agreement includes travel to and from the site, planned maintenance materials, and any trips to supply depots to procure materials. The Owner will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the planned maintenance activities section.

Standard Exclusions:

- All work to be performed during 'normal working hours'
- Any and all recommended/required repairs to be quoted separately
- Asbestos identification, abatement, and pipe insulation are not included
- Chemical (acid) cleaning of tubes, if required, is not included
- Vibration analysis testing is not included
- Refrigerant is not included
- Compressor overhaul/internal inspection is excluded
- This Quote is only valid if check valve holds, otherwise we will need to revise the quote to cover refrigerant

Equipment Schedule

Program	Manufacturer/Model/Serial	Site	Annual	Operational	Start-up	Shut-down
Inspection	Trane RTWD 200F A1A2 AA2A 2A1Y 2E0A 4000 000P 000C 70A1 00D0 U15D02061	ALBANY COUNTY HOCKEY	2.00	2.00		



Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$6,142.00 (Six Thousand, One Hundred Forty Two dollars and Zero cents) **for the first year of the agreement.**

****Price does not include applicable sales tax***

Multi-year per annum amounts are represented in the table by term year below:

Year	Amount
Year 1	\$ 6,142.00
Year 2	\$ 6,142.00
Year 3	\$ 6,326.00

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Daikin Applied will provide services pursuant to this Maintenance Agreement for the sum of \$6,142.00 for the first year's term of this agreement.

Billing/Payment Terms*:

*All billings are due immediately upon Receipt

Contract customers receive the following discounts on time and material not covered under this contract:

Labor: 10% Off Street Rate

Parts & Materials: 10% off Daikin Materials

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Paul Hebert
ALBANY COUNTY OFFICES
112 STATE ST RM 1340
ALBANY, New York 12207

Site Address:
ALBANY COUNTY HOCKEY
18 HOCKEY LANE
ALBANY, NY 12211

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Note: This Agreement is subject to final credit approval by Daikin Applied.

Inspection Program Responsibilities

1. Daikin Applied agrees to:

- a) Furnish its Inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
- b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
- c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.

2. Customer agrees to:

- a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Applied in conjunction with the performance of this Agreement.
- b) Allow Daikin Applied to start and stop the Equipment in order to perform services specified in this Agreement.
- c) Operate the Equipment in accordance with Daikin Applied instruction and to notify Daikin Applied promptly of any change in the usual operating conditions.
- d) Provide reasonable means of access to the Equipment and building.
- e) Employ only Daikin Applied personnel or persons authorized by Daikin Applied to perform all work on the Equipment, except for operation of same.

3. It is understood that, except to the extent otherwise provided in the Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:

- a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
- b) The maintenance of space conditions or system performance.
- c) The changing or cleaning of air filters.
- d) Piping or ductwork.
- e) Damage due to freezing weather.
- f) Water treatment.
- g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
- h) Disconnect switches, fuses and circuit breakers.
- i) Portable recorders
- j) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).
- k) Boiler shell, tubes, and refractory material.
- l) Replacement of complete unit.
- m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.

Activities Section & Tasking List

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note:** asterisk * indicates the specific task will be performed only if applicable to the specific piece of equipment.

Model/Manufacturing/Serial Numbers	Equipment Type	Service Task
RTWD 200F A1A2 AA2A 2A1Y 2E0A 4000 000P 000C 70A1 00D0 U15D02061	Screw / Rotary Chillers - Air and Water Cooled	The Operational Inspection • Check in with facility maintenance manager to discuss any operating issues or deficiencies. • Check unit for proper operation, interlocks, controls, and excessive noise or vibration. • Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating. • Check operating and safety controls. • Check operation of lubrication system and crankcase heater. • Visually inspect coils for damage, obstructions, and cleanliness. • Check evaporator and condenser flow rates. * • Review all microprocessor diagnostic codes. * • Check operation of electronic expansion valve. * • Check operation of load/unload solenoid valves. • Check condition of thermometers, and gauges. Compare with operating controls. • Check sight glass(es) for flashing / moisture and/or oil presence. * • Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. * Preventative Maintenance • Spectrographic oil analyses for the indication of wear metals, acid content, and moisture. Sample(s) to be taken for each refrigeration circuit.
RTWD 200F A1A2 AA2A 2A1Y 2E0A 4000 000P 000C 70A1 00D0 U15D02061	Screw / Rotary Chillers - Air and Water Cooled	Tube Services - (Condenser) • Brush clean tubes as required.
RTWD 200F A1A2 AA2A 2A1Y 2E0A 4000 000P 000C 70A1 00D0 U15D02061	Screw / Rotary Chillers - Air and Water Cooled	The Annual Inspection • Check in with facility maintenance manager to discuss any operating issues or deficiencies. • Check unit for proper operation, interlocks, controls, and excessive noise or vibration. • Tighten all starter, motor, and control connections. • Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating. • Meg compressor motor and record readings. • Check operation of crankcase heater. * • Check evaporator shell heaters and controls for freeze protection. * • Check condition, operation, and proper liquid/air levels in expansion tank. * • Inspect condition of motor, fan wheel. * (bent blades, debris, proper rotation and airflow) • Check and Lubricate motor and fan bearings, screws, and motor mounts. • Visually inspect coils for damage, obstructions, and cleanliness. • Check relief valve(s) for leakage. • Check operation of refrigerant cycle, pump-down cycle, controls, refrigerant charge and oil level. * • Ensure all safety and operating controls are set within factory specifications. • Check microprocessor for proper setup and operation. *

		• Check operation of electronic expansion valve. * • Check operation of load/unload solenoid valves. • Test differential oil pressure switch for proper setting. * • Check operation of compressor(s). • Check condition of thermometers, and gauges. Compare with operating controls. • Check sight glass(es) for flashing / moisture and/or oil presence. * • Inspect water piping and valves for leakage; check condition of unit and pipe insulation. • Visually inspect units, piping, and accessories for any signs of oil or refrigerant leakage. • Review all microprocessor diagnostic codes. * • Check flow switch devices and external pump interlocks for proper operation. • Check evaporator and condenser flow rates, temperatures, interlocks, and safeties. * • Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. * • Review services performed and report any uncorrected deficiencies to facility maintenance manager.
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DAIKIN APPLIED AMERICAS INC.
TERMS & CONDITIONS OF SALE (US & CANADA)

1. Agreement of Sale: The term "Company" as used herein shall mean Daikin Applied Americas Inc. dba Daikin Applied. Company's Proposal to provide equipment, parts, or services, which includes specifications to perform services including planned maintenance services (also referred to as a "Maintenance Agreement"), is Company's offer to sell such equipment, parts or services as indicated, including without limitation those products sold under the brand name Daikin, only under the terms and conditions stated herein. Customer's submittal of any purchase documents, execution of this offer, or allowing Company to commence work contemplated by the proposal, shall be deemed Customer's acceptance of this offer, forming an agreement of the parties relating to Company's sale to Customer of such equipment, parts, and/or services in accordance with the provisions described herein (the "Agreement"). Any additional or differing terms and conditions contained in any documents prepared or submitted by Customer (regardless of whether such terms materially alter this offer) are hereby rejected by Company and shall not become part of this Agreement between Customer and Company unless expressly consented to in writing by an authorized representative of Company.

2. Prices: For materials, equipment and services under this Agreement that are not part of a Maintenance Agreement, prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices or increases in labor or material costs. For services under this Agreement that are part of a Maintenance Agreement, quoted prices are subject to acceptance by Customer within thirty (30) days of the date of the proposal, or can be adjusted by Company, and are subject to adjustment once each calendar year thereafter, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in a Maintenance Agreement, Company will provide Customer forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the notice of adjustment or Maintenance Agreement.

3. Payment: Terms of payment are subject to prior approval of the Company's credit department. Terms of payment for equipment are net thirty (30) days from date of invoice, unless otherwise agreed upon in writing by Company. Terms of payment for services are due upon receipt of invoice, unless otherwise agreed upon in writing by Company. If at any time the financial condition of Customer or any other circumstance affecting the credit decision relating to Customer does not, in Company's opinion, justify continuance of production or shipment of products or performance of services on the terms of payment specified, Company may require full or partial payment in advance, or may, in its sole discretion, stop or delay production or shipment of products or performance of services, or terminate this Agreement. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law. Customer shall have no rights of set off against any amounts that become payable to Company under this Agreement or otherwise.

4. Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Customer unless Customer has provided to Company valid exemption documentation. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Company and Customer, excluding business income or franchise taxes imposed on Company, shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Company is required to pay any such tax, fee or charge, the Customer shall reimburse Company therefor.

5. Cancellations: Equipment is specially manufactured in response to orders. Accepted orders cannot be cancelled without Company's written consent. If Customer cancels any order without Company's consent, Customer shall, promptly upon demand by Company: (a) reimburse Company for any and all expenses (including overhead) incurred in processing the order, (b) paid Company a reasonable profit, in Company's discretion, and (c) indemnify Company for any and all loss incurred by Company as a result of Customer's cancellation of the order.

6. Shipments and Shipping:

6.1. All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low-cost common carrier. Charges for special carrier services requested by Customer shall be paid by Customer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Customer of its obligation to accept remaining deliveries.

6.2. Notwithstanding the dates on any Company acknowledgments or confirmations of shipping, shipment dates are only estimates. For clarity, this Agreement is not a contract obligating Company to ship product or perform services at a specified time, unless set forth in a separate writing signed by an officer of Company.

7. Acceptance: Customer will inspect the products set forth in Company's proposal within five (5) business days of the date the products are delivered to Customer ("Inspection Period"). Acceptance shall be deemed to have occurred at the end of the Inspection Period, unless Customer notifies Company in writing of any nonconforming products and furnishes Company with written evidence, or other documentation required by Company, identifying the nonconformities. If Customer timely and properly notifies Company of any nonconforming products, then Company will replace such nonconforming products with conforming products. Acceptance also occurs if Customer waives its right of inspection, uses the of equipment, or makes any payment toward the invoice for the products.

8. Claims: Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and, regardless of shipping terms or freight payment, Customer shall bear all risk of loss or damage for goods in transit. All claims for shortage or damage in transit must be filed by Customer against the carrier, and not Company, in accordance with Company's then current policies and procedures. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

9. Returns: Goods may not be returned unless Customer obtains the advance written permission of an authorized Company official. All authorized returned goods must be shipped prepaid to the location designated by the authorization. Customer shall pay all handling and transportation charges relating to such returned goods.

10. Limited Warranty: Subject to the provisions of Sections 11 and 12, Company provides the following limited warranties as the sole warranties and remedies for equipment, services and software provided by Company under this Agreement.

10.1. Company warrants that it will, at its option, repair or replace defective parts in the event any product (excluding software and firmware) manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Authorized replacement parts are warranted for the remainder of the original warranty period. All shipments of such parts will be made F.O.B. factory, freight prepaid and allowed. Company reserves the right to select carrier and method of shipment. In addition, Company provides labor to repair or replace warranty parts during Company normal working hours on products with rotary screw compressors or centrifugal compressors. Warranty labor is not provided for any other products.

10.2. Company warrants that services furnished by Company pursuant to the Agreement are guaranteed to meet industry standards for a period of thirty (30) days from the date of performance. Company expressly limits this warranty to cover only that portion of Customer's equipment on which Company performed the services set forth in the Agreement. If Company's services do not conform to the foregoing warranty, Company will, at its expense, reperform the services.

10.3. For parts and equipment furnished by Daikin Applied but manufactured by others ("Third-Party Equipment"), Daikin Applied will pass through to Customer the manufacturer's warranty for all Third-Party Equipment as Customer's sole warranty and remedy for such Third-Party Equipment.

10.4. EXCEPT TO THE EXTENT SOFTWARE AND FIRMWARE IS WARRANTED IN ACCORDANCE WITH SECTION 10.3, ALL SOFTWARE AND FIRMWARE PROVIDED IN OR WITH THE PRODUCTS IS PROVIDED "AS IS."

10.5. THE FOREGOING WARRANTIES CONSTITUTE THE SOLE WARRANTIES MADE BY COMPANY AND INCLUDE CUSTOMER'S SOLE REMEDIES FOR WARRANTY CLAIMS. COMPANY DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE OR FIRMWARE PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT OR MALFUNCTION IN THE SOFTWARE IS CORRECTABLE. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.

11. Warranty Exclusions and Requirements:

11.1. Company's warranties set forth in Section 10 shall not apply to any products or parts, or as applicable, services: (a) that have been opened, disassembled, or repaired, or altered or performed, in each case by anyone other than Company or its authorized service representative; (b) that have been subjected to misuse, abuse, negligence, accidents, damage, or abnormal use or service; (c) that have not been properly maintained; (d) that have been operated or installed, or have had startup performed, in each case in a manner contrary to Company's printed instructions; (e) that have been exposed, directly or indirectly, to a corrosive atmosphere or material such as, but not limited to, chlorine, fluorine, fertilizers, waste water, urine, rust, salt, sulfur, ozone, or other chemicals, contaminants, minerals, or corrosive agents; (f) that were manufactured or furnished by others and/or are not an integral part of a product manufactured by Company; or (g) for which Company has not been paid in full.

11.2. The warranties set forth in Section 10 shall not apply to products with rotary screw compressors or centrifugal compressors if such products have not been started, or if such startup has not been performed, by a Company or Company authorized service representative.

11.3. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty.

11.4. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

11.5. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PARTS ORDERED BY CUSTOMER MEET THE DESIGN AND SPECIFICATION REQUIREMENTS OF ANY PROJECT. To that end, Customer accepts full and sole responsibility to determine what parts ordered are needed for a project.

11.6. If free warranty labor is available under Section 10, such free labor does not include diagnostic visits, inspections, travel time and related expenses, or unusual access time or costs required by product location.

11.7. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of the express warranties in this Agreement, or to state that the performance of any product is other than as published by Company.

11.8. The warranties in Section 10 and any optional extended warranties are granted only to the original user.

11.9. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup. If Company does not timely receive such Registration Form, the startup date and ship date will be deemed the same for determining the commencement of the warranty period and the warranty shall expire twelve (12) months from that date.

12. Remedies and Limitation on Liability:

12.1. Customer's remedies with respect to the products and services sold hereunder shall be limited to the warranties provided in section 10 and shall not exceed the lesser of: (a) the cost of repairing or replacing defective products; and (b) the original purchase price actually paid for the products or services.

12.2. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES, INCLUDING, WITHOUT LIMITATION ANY DAMAGES THAT ARISE OUT OF OR IN ANY WAY RELATE TO COMPANY'S PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER THE THEORY FOR RECOVERY IS BASED IN LAW OR IN EQUITY, OR IS UNDER ANY LEGAL THEORY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR WARRANTY, INFRINGEMENT, NEGLIGENCE, OR STRICT LIABILITY, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN. THE TERM "CONSEQUENTIAL DAMAGES" INCLUDES, WITHOUT LIMITATION, THOSE DAMAGES ARISING FROM BUSINESS INTERRUPTION OR ECONOMIC LOSS, SUCH AS LOSS OF ANTICIPATED PROFITS, REVENUE, PRODUCTION, USE, REVENUE, REPUTATION, DATA OR

CROPS. IN NO EVENT WILL COMPANY'S LIABILITY UNDER THIS AGREEMENT, IN THE AGGREGATE, ARISING FROM ANY CAUSE WHATSOEVER EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

13. Intellectual Property Indemnification: Company will, at its own expense, defend any suits that may be instituted by anyone against Customer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this Agreement relating to any products or replacement parts sold hereunder that are manufactured by Company; *provided that* Customer has: (i) made all payments then due hereunder; (ii) given Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Customer; and (iii) permitted Company, either in the name of Customer or the name of Company, to defend the same and given Company all needed information, assistance and authority to enable it to do so. If the products alleged in such suit held by a court of competent jurisdiction to have, in and of themselves, infringed any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

14. System Security: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect Customer's computer network, systems, machines, and data (collectively, "Systems") against Cyber Threats, including those Systems on which Customer runs the products or uses the services provided by Company. "Cyber Threat(s)" means any circumstances or events with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, whether through malware, hacking, or similar attacks.

15. Force Majeure: Company shall not be liable for any damage as a result of any failure to perform or for delay in performance due to any cause beyond Company's reasonable control, including without limitation, any acts of God, including flood, earthquake, tornado, storm, fire, or epidemics or pandemics; acts of terrorism, war or public enemy, civil disobedience, riots, sabotage, or labor disputes; labor or material shortages or delays, delays in transportation, or inability to access or obtain manufacturing facilities; restraint by court order or public authority (whether valid or invalid); or acts of Customer (a "Force Majeure Event"). In the event of a Force Majeure cause or event, the time for the affected party's performance will be extended for a period of time reasonably necessary to overcome the delay caused by such Force Majeure cause or event. If the materials or equipment included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of Company, Company shall be excused from furnishing said materials or equipment and shall be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.

16. Choice of Law and Disputes:

16.1. This Agreement shall be governed by and construed according to the laws of the State of Minnesota, without regard to conflicts of law.

16.2. All claims, disputes, controversies and alleged breaches arising out of or relating to the Agreement shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except that Company, at its sole option, may elect at any time before it has filed an arbitration demand or answering statement to litigate in court in lieu of arbitration. Any such arbitration shall be held in Minneapolis, Minnesota, unless another site is mutually agreed upon by the parties. Arbitration discovery shall be allowed in accordance with the Federal Rules of Civil Procedure; *provided, however*, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA. Any arbitration award may be entered as a judgment in any state or federal court having jurisdiction.

17. General Provisions:

17.1. This Agreement is binding upon and shall inure to the benefit of each party's respective successors, assigns and affiliates.

17.2. The headings in this Agreement are used as a matter of convenience and shall not be construed to in no way define, limit or describe the scope or intent of any provision of this Agreement.

17.3. A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of such party's rights under any other provision. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by an authorized official of the Company. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Customer's purchase order or any other documents, the Company does not accept any order subject to project design and specifications.

17.4. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein.

17.5. If any provision of this Agreement is found for any reason to be invalid or unenforceable, such provision shall be deemed deleted and replaced by an enforceable provision which, insofar as possible, achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

18. Additional Provisions Relating to Company's Provision of Services:

18.1. If during the first thirty (30) days of any Maintenance Agreement or upon a seasonal start-up under a Maintenance Agreement, Company determines that any equipment covered under this Agreement in need of repair and/or replacement, Company shall inform Customer of the equipment condition and the recommended remedy. Thereafter, Company shall not be responsible for the present or future repair and/or replacement or operability of any such specifically identified equipment until such equipment is brought by Customer to an acceptable condition, or the Customer removes the unacceptable equipment from such Maintenance Agreement.

18.2. Any and all costs, fees and expenses arising from or incurred, directly or indirectly, in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulation(s)") requiring use of a refrigerant, other than the type of refrigerant currently being utilized in connection with Customer's equipment on which Company is providing services under this

Agreement, shall be borne solely by Customer and Company shall not be required to bear any such costs, fees or expenses incurred or required in connection with the modification, removal, replacement or disposal of any refrigerant made in response to any Governmental Regulation.

18.3. The contract price stated in this Agreement is predicated on the fact that all work will be done during Company's regular working hours unless otherwise specified. If for any reason Customer requests that such work be performed other than during regular working hours, or requests work that is outside the scope of services specified hereunder, Customer agrees to pay Company any additional charges arising from such additional services, including, without limitation, premium pay, special freight or other fees or costs associated therewith. Company may, in its sole discretion, reserves the right to engage others in a subcontractor status to perform the work hereunder.

18.4. Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, and hold harmless Company and its officers, directors, agents, and employees (collectively "Indemnified Parties") for, from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such Indemnified Parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Company shall have the right to suspend its work, at no penalty to Company, until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price shall be equitably adjusted.

18.5. Customer shall provide Company personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless specifically stated in the quote. Further, Customer shall ensure that sufficient service access space is provided. Company shall not be held liable for failure of or damage to any Customer equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Company.

18.6. Company is not responsible for: (a) the design of Customer's system (unless specifically included in Company's proposal), (b) obsolescence, electrical power failures, low voltage, the burned-out of main or branch fuses, low water pressure, vandalism, or misuse or abuse of Customer's system by others (including the Customer), (c) negligence of the operation of the system by Customer or others, or (d) other causes beyond the control of Company. If Company is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the system or the equipment covered hereby, or by any cause beyond Company's control, Customer shall pay Company for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Company rates for performing such services.

18.7. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date of the Agreement; *provided however*, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Company upon five (5) days prior written notice to Customer, in the event that: (x) any sums or monies due or payable pursuant to this Agreement are not paid when due, or (y) any additions, alterations, repairs or adjustments are made to the system or equipment without Company's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Company, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less.

19. Additional Provisions Relating to Sales in Canada: The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.

Albany County Request for Contract Approval

Contract #	2025-2774
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	RFP
Department	NH6020 - Residential Health Care Facility
Date Submitted	Monday, February 10, 2025
Contact Person	Thelen, Shawn
Contact Phone	+1 5184477108
Vendor Info	Mobile Imaging, LTD. 7 Herbert Drive, Latham, NY 12110
Estimated Amount	\$24,000.00
Estimated Term	5/1/2025 to 4/30/2026
Scope of Services	X-Ray services for the residents of Shaker Place Rehabilitation and Nursing Center.
Budget Line Item	NH6020 - 44047 -
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

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: 2/10/2025

SUBJECT: Mobile Imaging, Ltd.

Shaker Place Rehabilitation and Nursing Center (SPRNC) respectfully requests to enter into a contract with Mobile Imaging, Ltd. for X-Ray and electrocardiogram (ECG) services for the residents of SPRNC. Mobile Imaging, Ltd. was the awarded bidder in response to Request for Proposal (RFP) 2021-026.

The award through the RFP was for an initial three (3) year term with the option of two (2) additional one year mutually agreed to renewals. The initial contract term of three (3) years commenced on May 1st, 2021 and was in effect through April 30th, 2024. The first renewal option covers the term of May 1st, 2024 and continue through April 30th, 2025. This request is for the second of the two additional renewal options with a term of May 1st, 2025 through April 30th, 2026 with an annual do not exceed amount of \$24,000.00.

We respectfully request approval of this contract.



**PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND MOBILE IMAGING, LTD.
FOR X-RAY SERVICES AT THE SHAKER PLACE REHABILITATION AND
NURSING CENTER**

Contract No. 2024-1678

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation duly organized under the laws of the State of New York, acting and through its County Executive, with its principal office located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter called the "County") and Mobile Imaging, Ltd, a New York corporation, with its principal place of business located at 7 Herbert Drive, Latham, New York 12110 (hereinafter called the "Contractor").

WITNESSETH

WHEREAS, the County has a need for X-ray services at the Shaker Place Rehabilitation and Nursing Center; and

WHEREAS, the County has issued a request for proposals for the aforementioned X-ray services, said request having been denominated RFP #2021-026 and having been issued by the Albany County Purchasing (hereinafter called the "Purchasing Division") on January 29, 2021 and published on February 4, 2021; and

WHEREAS, the Contractor has submitted a proposal on February 12, 2021 to provide the aforementioned X-ray services (hereinafter the "Proposal"); and

WHEREAS, the County has accepted the Proposal of the Contractor to provide the aforesaid X-ray services; and

WHEREAS, this is the first of two (2) additional renewal options; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1. The Contract Documents consist of the following: this Agreement; RFP# 2021-026, which is incorporated by reference and made a part hereof; and the Proposal, which is incorporated by reference and made a part hereof (collectively called the "Agreement" hereinafter).
- 1.2. In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFP; 3) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

- 2.1. The Contractor shall provide, subject to the rules and regulations set forth in 10 NYCRR Chapter V, X-ray and ECG services as required by physician orders for the residents of the Shaker Place Rehabilitation and Nursing Center, together with the services described in Section IV of the Proposal.
- 2.2. The Contractor shall perform the service on site at the Shaker Place Rehabilitation and Nursing Center, at the resident's bedside. The Contractor shall provide all required technicians, equipment, and supplies.
- 2.3. The Contractor shall read and report those readings to the Shaker Place Rehabilitation and Nursing Center and to Resident's Physician. The Contractor shall read and report readings to the Albany County Nursing Home that same evening for all examinations performed before 6:00 P.M.
- 2.4. The Contractor shall provide on-call technologists for examinations ordered on an emergency basis from 3:30 P.M. to 10:00 P.M., with readings provided to the Shaker Place Rehabilitation and Nursing Center the following morning by 10:00 A.M.
- 2.5. Examination services shall not be combined and shall be exclusive of one another.

2.6 The Contractor shall comply with all Federal, State, and Local Laws and Regulations. The Contractor shall strictly adhere to the radiology practices recommended by the NYS Department of Health and other official health regulatory agencies which govern the operation of skilled nursing facilities.

2.7 The Contractor shall bill the Shaker Place Rehabilitation and Nursing Center directly for all services provided to a resident covered under a Medicare Part A stay at the time such services are provided. The County and the Contractor agree that the fee charged will be an amount equal to the Medicare Part B fee schedule. Billing shall be done on a monthly basis and payment will be due sixty (60) days from said billing. The Contractor shall provide the Shaker Place Rehabilitation and Nursing Center, on a daily basis, a detail of services provided to residents covered under Medicare Part A.

2.8 The Contractor agrees to bill Medicare Part B, Medicaid and third party insurances for all services provided to residents who are not covered by Medicare Part A. The Contractor agrees to accept "assignment" as full payment for such services and agrees to bill the resident directly for all deductibles and co-payments as required by Medicare Part B regulations. The County Shall not be responsible to the Contractor for any services provided to residents who are not covered by Medicare Part A at the time of service.

2.9 The Contractor shall be responsible for providing the Shaker Place Rehabilitation and Nursing Center an updated Medicare Part B fee schedule as required.

2.10 The Contractor shall be integrated with PointClickCare Electronic Medical Record for the purposes of reviewing x-ray and other examination results. Access shall include physicians and/or other professionals treating residents at an off-site location. Preliminary results shall be accessible a maximum of four (4) hours after the examination is completed. All clinicians required access shall be granted these privileges.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed TWENTY-FOUR THOUSAND AND 00/100 (\$24,000) DOLLARS as full compensation for all services rendered under this Agreement.

3.2 The Prices shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County on a monthly basis upon the Contractor's submission of a properly executed invoice, plus all supporting documentation, to the Shaker Place Rehabilitation and Nursing Center.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence on May 1, 2024 and will continue in effect through April 30, 2025.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

6.1.1. The County may terminate this Agreement if the Contractor refuse or fail to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractor for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor are substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

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

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

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agree as required by Section 109 of the N.Y. general Municipal Law that the Contractor are prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor' right, title, or interest therein, without the prior written consent of the County.

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

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

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agree that neither it nor its County-approved subcontractor shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The designated venue is Albany, New York

ARTICLE 15. RECORDS

- 15.1 Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under

this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

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

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

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

ARTICLE 17. NO WAIVER OF PERFORMANCE

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

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

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

ARTICLE 20. HEADINGS—CONSTRUCTION

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor 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 subcontractor, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. EXTRA WORK

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

ARTICLE 25. MISCELLANEOUS PROVISIONS

25.1 During the term of this Agreement, the Contractor agree 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.

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

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

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

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

ARTICLE 26. HIPAA COMPLIANCE

The parties agree to comply with the HIPAA Compliance provisions, attached hereto as Appendix A and made a part hereof.

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

COUNTY OF ALBANY

DATED: 4/16/24

BY: 

Daniel P. McCoy

Albany County Executive

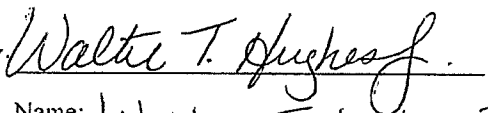
or

Michael P. McLaughlin

Deputy County Executive

MOBILE IMAGING LTD

DATED: 4-8-2024

BY: 

Name: Walter T. Hughes Jr.

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 11th day of April, 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.:

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

On the 8th day of April, 2024, before me, the undersigned, personally appeared Walter Hughes Jr 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 s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JAVIER R. CUEVAS
Notary Public, State of New York
No. 01CU6382226
Qualified in Albany County
Commission expires Oct. 22, 2026.

NOTARY PUBLIC

SCHEDULE "A"
INSURANCE COVERAGE

1. **Workers' Compensation and Employer's Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, including death at any time, 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 the 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 of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

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

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 CONSULTANT/CONTRACTOR 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 the Consultant/Contractor, Mobile Imaging, Ltd.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany and/or the Albany County Health 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 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 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 May 1, 2024 until April 30, 2025. 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 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.

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

SHAKER PLACE REHABILITATION AND NURSING CENTER



RFP #2021-026

X-RAY SERVICES

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, 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: X-RAY SERVICES

RFP NUMBER: 2021-026

Receipt Confirmation Form

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

Karen A. Storm
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

☐ Yes / ☐ No

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

Fax Number: _____ E-Mail _____

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

NON-PROPOSER RESPONSE

RFP #2021-026

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
X-RAY SERVICES
SHAKER PLACE REHABILITATION AND NURSING CENTER
RFP #2021-026

RFP DISTRIBUTION- *IMPORTANT NOTICE*

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

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

SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking proposals for X-Ray Services as requested by Shaker Place Rehabilitation and Nursing Center.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on FRIDAY, FEBRUARY 19, 2021** at the following address:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, New York 12207

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.
- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.

- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by Shaker Place.
- 2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

- 3.1 Provide the name, a brief history and description of your firm.
- 3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.
- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 Detail your firm's experience with X-Ray Services in a nursing or similar environment.
- 3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.
- 3.6 Provide any additional information that would distinguish your firm in its service to Albany County.
- 3.7 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.
- 3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County , within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly

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

- 3.9 While providing the services described in the Agreement, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the federal government (including, but not limited to, the CDC guidelines), and the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

SECTION 4: SCOPE OF SERVICES

- 4.1 The vendor shall provide, subject to the rules and regulations set forth in 10 NYCRR Chapter V, X-ray& ECG services as required by Physician orders for the Residents of Shaker Place. Services are listed on Schedule A.
- 4.2 The vendor shall perform the service on site and at the resident bedside. The vendor will Provide all required technicians, equipment and supplies.
- 4.3 The vendor will read and report those readings to the facility and to the Residents Physician. The vendor will read and report readings to the facility that evening on all examinations performed before 6:00 PM.
- 4.4 The vendor will provide on-call technologies for examinations ordered on an emergency basis from 3:30 PM to 10:00 PM with reading provided to the facility the following morning by 10:00 AM.
- 4.5 Examination services will not be combined and shall be exclusive of one another.
- 4.6 The vendor will comply with any and all Federal, State and Local Laws and Regulations. The vendor will strictly adhere to the radiology practices recommended by the NYS Department of Health and other official health regulatory agencies which govern the operation of nursing homes.
- 4.7 The vendor agrees to bill Shaker Place directly for all services provided to residents covered under a Medicare Part A at the time such services are provided. It is agreed by both parties that the fee charged will be an amount equal to the Medicare Part B fee schedule. Billing will be on a monthly basis and payment will be due within 60 days of said billing. The vendor further agrees to provide Shaker Place, on a daily basis, a detail of services provided to residents covered under Medicare Part A. The information provided must be sufficient to enable Shaker Place to bill Medicare for such service.
- 4.8 The vendor agrees to bill Medicare Part B., Medicaid and third party insurances for all services provided to residents who are not covered by Medicare Part A. The vendor agrees to accept "assignment" as full payment for such services and agrees to bill the patient directly for all deductibles and co-payments as required by Medicare Part B regulations. It

is agreed that the Nursing Home will not be responsible for any charges by the vendor for any services provided to residents who are not covered by Medicare Part A at the time of service.

4.9 The vendor will be responsible to provide the vendee an updated Medicare B fee schedule as required.

4.10 The vendor must have a web-based site accessible 24/7 by any clinical professional for the purposes of reviewing x-ray and other examination results. Access would include physicians and/or other professionals treating residents at an off-site location. Preliminary results must be accessible a maximum of four hours after the examination is completed. All clinicians requiring access must be granted these privileges.”

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be for three (3) years beginning May 3, 2021.

5.2 At the end of the initial one year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

SECTION 6: COST PROPOSAL:

6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services, and on the Cost Proposal Form included herein.

SECTION 7: PROPOSAL SUBMISSIONS

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

SECTION I:

Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

SECTION II:

Qualification / Experience - The Qualification / Experience section must address proposer’s qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience.

Resumes - Resumes of professional staff members who will be involved in the County engagement must be included in this section.

SECTION III:

References - The References section must include references from similar type projects.

SECTION IV:

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

SECTION V:

Cost Proposal Section - The Cost Proposal Section must include all costs associated with the proposer's plan to carry out the requested service. Any cost proposal forms furnished by the County must be included in this section.

SECTION VI:

Mandatory Documentation - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate (Attachment "A"), Acknowledgment by Proposer (Attachment "B"), and Vendor Responsibility Questionnaire (Attachment "C"); Iranian Energy Divestment Certification (Attachment "D").

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated by a committee with representation from the Shaker Place Rehabilitation and Nursing Center. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Demonstrated ability to perform the Scope of Services	40%
Experience in performing such services in a similar setting	35%
Proposer demonstrated capabilities (equipment, financial solvency, location)	10%
References from similar clients	15%

8.3 Proposals will be examined and evaluated by the Shaker Place with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

- 8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties

SECTION 9: NOT IN USE

SECTION 10: ALTERNATIVES

- 10.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

SECTION 11: INDEMNIFICATION

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

SECTION 12: SPECIFICATION CLARIFICATION

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

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: Karen.storm@albanycountyny.gov

- 12.2 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 proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.
- 12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

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

13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer 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 Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

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

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

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

- (d) **Professional Medical Malpractice Insurance:** A policy or policies with limit of not less than \$1,000,000.

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

(a) Albany County shall be named as an additional insured on all liability, professional medical malpractice policies. **Proposal number must appear on insurance certificate.**

(b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

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

SECTION 16: REMEDY FOR BREACH

16.1 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 17: CASH DISCOUNT

17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.

17.2 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 18: FREEDOM OF INFORMATION LAW

18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES

THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

- 19.1 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.
- 19.2 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.
- 19.3 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.
- 19.4 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 20: PRIVACY OF PERSONAL HEALTH INFORMATION

- 20.1 In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the CONTRACTOR, (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 HYBID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The CONTRACTOR 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.

20.2 OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may use PHI for the proper management and administration of the CONTRACTOR, to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services contained in this AGREEMENT or to carry out the legal responsibilities of the CONTRACTOR as required by the Scope of Services, provided that such use or disclosure would not violate the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E) if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may disclose PHI for the proper management and administration of the CONTRACTOR and to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services of this AGREEMENT, provided such disclosures are Required By Law or reasonable assurances are obtained that the information will remain confidential, be used or disclosed solely for the purpose it was disclosed or as Required By Law, and that any violation of such confidentiality will be reported to CONTRACTOR
- b. The CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this AGREEMENT, and, upon knowledge of a violation, to mitigate any known harmful effects of such a disclosure. The CONTRACTOR shall immediately report to the COUNTY any use or disclosure of PHI not provided by this AGREEMENT of which it becomes aware. The CONTRACTOR shall ensure any agents and subcontractors of the CONTRACTOR to the extent allowed by this AGREEMENT, to whom PHI is supplied, created, used or maintained on behalf of the COUNTY, shall be bound by the requirements of this Article.
- c. The CONTRACTOR shall provide access to PHI in a designated record set in accordance with 45 CFR § 164.524. The CONTRACTOR shall make any amendments to PHI in a designated record set that the COUNTY directs or agrees to in accordance with 45 CFR § 164.526. The CONTRACTOR shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.
- d. The CONTRACTOR shall make internal practices, books, records, including policies and procedures on PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY available to the Secretary of the Department of Health and Human Services or his designee for the purposes of determining the CONTRACTOR's compliance with this Article.

20.3 TERMINATION

- a. Upon the COUNTY'S knowledge of a breach or violation of this Article by the CONTRACTOR, the COUNTY, pursuant to 45 CFR § 164.504(e)(2)(iii), may terminate the AGREEMENT if it determines that such a breach violated a material term of this Article. Notwithstanding that, the COUNTY may provide an opportunity for the CONTRACTOR to cure the breach or end the violation 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. If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.
- b. Upon termination of this AGREEMENT, if feasible, the CONTRACTOR, shall return or destroy all PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY that the CONTRACTOR still maintains in any form and retain no copies of such information, or, if such return or destruction is not feasible, extend the protections of this AGREEMENT to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

SECTION 21: ANTIDISCRIMINATION CLAUSE

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

SECTION 22: NOT IN USE

SECTION 23: INTERPRETATION

- 23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful 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 RFP; 3) the Contractor's proposal.

SECTION 24: NON APPROPRIATIONS CLAUSE

- 24.1 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 25: IRANIAN ENERGY SECTOR DIVESTMENT

- 25.1 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.
- 25.2 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.
- 25.3 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.

25.4 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 26: NOT IN USE

SECTION 27: NOT IN USE

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: X-Ray Services

RFP Number: 2021-026

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

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

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

Date

Number

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

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

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

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

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

Phone: _____

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

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: X-Ray Services

RFP Number: 2021-026

COMPANY:

ADDRESS:

CITY, STATE, ZIP:

TEL. NO.:

FAX NO.:

FEDERAL TAX ID NO.:

REPRESENTATIVE:

E-MAIL:

SIGNATURE AND TITLE

DATE

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☐ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING 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; ☐ Yes ☐ No 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☐ No c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: ☐ Yes ☐ No 1. federal, state or local health laws, rules or regulations.
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? ☐ Yes ☐ No Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? ☐ Yes ☐ No <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? ☐ Yes ☐ No <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax ☐ Yes ☐ No <i>Indicate the years the vendor failed to file.</i>
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? ☐ Yes ☐ No Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. ☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information 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

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this ____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

Albany County Request for Contract Approval

Contract #	2025-2817
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFQ
Department	NH6020 - Residential Health Care Facility
Date Submitted	Monday, March 3, 2025
Contact Person	Olsen, Mark
Contact Phone	+1 5182138955
Vendor Info	SUPERIOR CARE OPTICIAN 33 Willis Ave., Ravena, NY 12143
Estimated Amount	\$25,160.00
Estimated Term	4/1/2025 to 3/31/2028
Scope of Services	Provide Optician services for the residents os Shaker Place Rehabilitation and Nursing Center. The Optician shall dispense eyeglasses to the residents by prescription from a licensed ophthalmologist or optometrist. Material inventory shall be maintained by the Optician, this includes frames and lenses to be supplied to the residents. A consultation fee shall be charged for dispensing of the eyeglasses including adjustments, repair, pickup and delivery.
Budget Line Item	NH6020 - 44047 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



Daniel P. McCoy
County Executive

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: 03/03/2025

SUBJECT: Superior Care Optician

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract with Superior Care Optician for Optician services for the residents of Shaker Place Rehabilitation and Nursing Center.

The Optician shall dispense eyeglasses to the residents by prescription from a licensed ophthalmologist or optometrist. Material inventory shall be maintained by the Optician, this includes frames and lenses to be supplied to the residents. A consultation fee shall be charged for dispensing of the eyeglasses including adjustments, repair, pickup and delivery.

This contract request is for a thirty-six (36) month period commencing on April 1st, 2025 and conclude on March 31st, 2028. The total cost for the three (3) year period will be a not to exceed amount of \$25,120, \$6,720 per year in consultation with \$5,000 for materials for the three year term.

We respectfully request approval of this contract.



PROFESSIONAL SERVICES AGREEMENT

1. Parties. _____, entities established pursuant to Article 28 of the New York Public Health Law ("Facility"). SUPERIOR CARE OPTICIAN ("Optician"), having a mailing address at 33 Willis Ave. Ravena, NY 12143, is authorized pursuant to New York law and currently registered with the New York State Education Department to practice the profession of ophthalmic dispensing.
2. Purpose. In order to enhance the availability and quality of vision care services to residents of Facility, this Agreement sets forth the terms and conditions under which the Optician shall provide ophthalmic dispensing services and ophthalmic supplies ("Ophthalmic Services/Supplies") for residents of Facility and provide consulting services ("Consulting Services") to the Facility, in the capacity of an independent contractor. Ophthalmic Services/Supplies and Consulting Services are referred to collectively in this Agreement as "Services."
3. Scope of Services.
 - 3.1 Ophthalmic Services/Supplies. Optician shall provide Ophthalmic Services/Supplies for residents identified by Facility as needing such services. Optician shall dispense eyeglasses to residents, in each instance pursuant to a written prescription issued by a licensed ophthalmologist or optometrist. In the course of dispensing eyeglasses, Optician shall, at a minimum: measure interpupillary distance; determine proper bridge, eye and temple size; determine the multi-focal position; assist the resident in frame selection; determine lens and frame design and materials appropriate to the prescription and the resident's needs; provide the resident with completed and fully assembled eyeglasses; explain the use and limitations of the eyeglasses; and adjust the eyeglasses for comfortable fit.
 - 3.2 Consulting Services. In addition to services related to dispensing of eyeglasses, Optician shall, on an as-needed basis: perform eyewear adjustments; repair eyeglasses; provide onsite pickup and delivery of all eyewear dispensed or repaired by Optician; alter temple length, upgrade nose pads, and otherwise modify eyeglass components to enhance resident comfort; secure lenses by gluing lens screws; provide temporary frame parts while eyewear repairs are pending; perform consultations with Facility staff and residents; consult with frames for identification, where permitted by frame design; maintain a list of resident eyewear as an aid in identification of unknown eyewear; and assess physical characteristics of unknown eyewear for purposes of identifying the owner.
 - 3.3 Standards. Optician shall provide Services in conformity with all standards promulgated by state and federal agencies having jurisdiction over Facility, and in conformity with applicable licensure and professional conduct standards, including but not limited to American National Standards Institute prescription requirements for fabrication of eyeglasses. All services provided by Optician shall be in compliance with all applicable federal, state and local laws, statutes, rules and regulations.

- 3.4 **Materials.** Optician shall maintain an inventory of frames ranging in price from \$129 to \$199, with availability of special order frames in other price ranges. Polycarbonate and/or plastic lenses shall be available, with single vision lenses starting at \$129, bifocal lenses starting at \$149, Varilux progressive addition lenses starting at \$289, and polycarbonate lenses at \$30 to \$70 additional. All pricing and availability shall be subject to manufacturers' changes.
- 3.5 **Quality.** Frames shall be first quality, i.e., currently available from the manufacturer, with replacement parts, re-orders, and/or warranties available. All lenses, frames, and frame parts shall be subject to manufacturer's warranty as to defects in manufacture or assembly. Optician shall be responsible for replacements or repairs necessary due to defects in quality or workmanship.

4. Administration of Services

- 4.1 Space and Equipment. Optician shall be responsible for providing and maintaining all equipment and tools necessary in connection with Ophthalmic Services/Supplies, including infection control procedures with respect to such equipment and tools. Facility shall provide Optician with the use of an examining room appropriate for providing Ophthalmic Services/Supplies, and shall be responsible for maintenance and infection control procedures as to the examining room.
- 4.2 Scheduling. Services shall be provided on-site at the Facility, on a mutually convenient schedule determined in advance on a monthly basis. Facility shall arrange for residents to be available in accordance with such schedule, and shall designate an appropriate staff member to transport residents to the examining room and otherwise facilitate resident access to Services.
- 4.3 Documentation. Optician shall document Services on a timely basis and in compliance with Facility policies and procedures. All Ophthalmic Services/Supplies, including fitting measurements and lens and frame specifications as applicable, shall be documented in the resident medical record, on such form(s) as Facility may provide for that purpose.
- 4.4 Resident data. Facility shall provide Optician with information and documentation reasonably
for necessary for the provision of Services, including but not limited to written prescriptions eyeglasses, resident face sheets, and accurate demographic data for billing purposes.

5. Payment for Services

- 5.1 Non-billable items. Optician shall not charge for future fittings and adjustments of eyeglasses dispensed by Optician. Optician shall not charge for any repairs or replacements resulting solely from defects in quality or workmanship, except that privatepay residents may be charged a processing fee of \$35 for shipping, handling, and administrative expenses.
- 5.2 Direct billing of residents. Except as otherwise set forth herein, Optician shall directly bill residents for Ophthalmic Services/Supplies.
- 5.3 Medicaid beneficiaries. As to residents of the Facility who are beneficiaries of the New York Medicaid program, Optician shall be responsible for billing Medicaid for dispensing services pursuant to 18 NYCRR Part 537, in accordance with applicable Medicaid program rules and regulations, and Optician shall not seek or accept any other payment.
- 5.4 Dual-eligible residents. Facility acknowledges that Optician is not an enrolled supplier participating in Medicare, and Facility shall not require Optician to become so enrolled.

In the event that a Medicaid beneficiary is dually eligible for coverage of post-cataract ophthalmic supplies under Medicare Part B, such resident must be transported to an outside optician participating in both Medicare Part B and Medicaid in order to receive their post-cataract ophthalmic supplies. Alternately, the resident may elect to forfeit their post-cataract ophthalmic supplies from Medicare Part B and Medicaid, and pay Optician privately for eyewear fitted for, supplied and maintained at the Facility.

- 5.5 Medicare Part A. As to a resident of the Facility who is in a Medicare Part A covered stay as of the date of dispensing, the Optician shall bill the Facility for Ophthalmic Services/Supplies in accordance with Paragraphs 3.4 and 5.6.
 - 5.6 Facility billing. For all Consulting Services as defined in paragraph 3.2, the Facility shall compensate Optician at the rate of \$140 per hours, subject to a minimum charge of \$140 for each on-site visit. Optician shall submit a monthly invoice to Facility, at a level of detail satisfactory to Facility. Facility shall pay Optician's invoices on a monthly basis, in accordance with Facility's accounts payable processing schedule. All amounts paid by Facility to Optician pursuant to this agreement shall be reported on Internal Revenue Service form 1099 and in such manner as may be required by New York State taxing authorities, in compliance with applicable law.
6. Relationship of parties. The Optician shall be an independent contractor with respect to Facility. In no event shall any employee or agent of the Optician be deemed to be an employee of agent of Facility for any purpose, nor shall Facility be deemed to be an employer of Optician for any purpose, including but not limited to Workers' Compensation and benefits.
 - 6.1 No benefits. Optician acknowledges that neither Optician nor any individual performing services on behalf of Optician under this Agreement is entitled to participate in any health, insurance, group medical and retirement plans or other similar benefits plans typically available to employees of Facility.
 - 6.2 Non-exclusivity. Neither Facility nor the Optician nor any individual performing services on behalf of Optician under this Agreement is restricted with respect to the location and manner in which they may perform or retain services outside the scope of this Agreement.
 7. Compliance. All services contemplated under this Agreement shall be rendered in compliance with all applicable laws and regulations.
 - 7.1 Health data. Optician shall provide Facility with documentation of Optician's health status and immunization status, in accordance with Department of Health regulations, including but not limited to 10 NYCRR 415.26(c)(l)(v)(a). Optician shall furnish documentation of training in bloodborne pathogen standards and infection control, if required by Facility.
 - 7.2 Credentialing data. Optician shall provide such documentation of licensure, credentials, and continuing education as Facility may from time to time request. Optician shall notify Facility in writing as soon as reasonably practicable in the event of material changes in Optician's credentialing data.
 - 7.3 No criminal history. Optician represents and warrants that she has not been convicted of any criminal offense relating to health care, including but not limited to an offense related to delivery of items or services under any federal health care program; neglect or abuse of residents; health care fraud; or obstruction of an investigation relating to items or services under a federal health care program.

- 7.4 No inducement of referrals. The parties acknowledge that the compensation paid by Facility to the Optician under this Agreement represents the fair market value of services rendered by the Optician. No payment will be made by either party in the event of referrals, no compensation for the referral or patients by either party to the other, whether or not such referrals occur.
- 7.5 Non-discrimination. Neither party shall discriminate on the basis of any legally protected class, including but not limited to age, gender, race, creed, religion, national origin, veteran status, and disability, in relation to services contemplated under this Agreement.
- 7.6 Department of Health requirements. To the extent that 10 NYCRR § 400.4(a)(4) is deemed applicable to this Agreement, notwithstanding any other provision in this Agreement, Facility remains responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.
- 7.7 Federal access to records. In the event that 42 USC § 1395x(v)(1)(I)(i) is deemed applicable to this Agreement, Optician shall make available to the Secretary of Health and Human Services, the US Comptroller General, or any of their duly authorized representatives any books, documents and records of Optician which are necessary to certify the nature and cost of services provided under this Agreement. This provision shall remain in effect until four years after the rendering of Optician's services. Optician shall provide prompt notice to Facility in the event of any such request for access to records.
- 7.8 State access to records. Optician will retrain and make available, upon request, for a period of seven (7) years after the furnishing of services under this Agreement, this Agreement and the books, documents and records which are necessary to certify the nature and extent of the cost thereof when requested by the Facility or the New York State Department of Health, the Office of the Medicaid Inspector General and/or the New York State Attorney General or the duly authorized representatives of such agencies.
- 7.9 Confidentiality. Optician acknowledges that in the course of providing services under this Agreement, she will have access to certain confidential information, including but not limited to protected health information of Facility residents. Optician shall not use or disclose such confidential information for any purpose outside of the performance of Ophthalmic Services/Supplies under this Agreement. Optician and Facility shall comply with all applicable state and federal statutes and regulations governing confidentiality of health information in compliance with the Health Insurance Portability and Accountability Act ("HIPAA"). In the event that any services provided hereunder render the Optician a business associate of Facility under HIPAA, Optician and Facility shall enter into a business associate agreement that comports with HIPAA.
- 7.10 Compliance Program. Optician shall fully cooperate with Facility in the operation of Facility's corporate compliance program and other activities of Facility that relate to compliance with applicable laws and regulations.
- 7.11 Federal health program exclusion. Optician represents and warrants that neither Optician nor any of Optician's employees or contractors are excluded from participation in Medicare, the New York State Medicaid program, or any other federal health care program.

- 7.12 Reformation. In the event that a change in applicable law or regulation causes any provision of this Agreement to become non-compliant, the parties shall negotiate in good faith to amend the Agreement in order to restore and maintain compliance.
8. Insurance and indemnification.
- 8.1 Optician's professional liability insurance. The Optician shall, at Optician's own expense, maintain insurance applicable to Optician for professional liability claims arising in connection with this Agreement. Upon request of the Facility, the Optician shall furnish a certificate of such insurance to Facility. To the extent permitted by Optician's insurance carrier, Facility shall be named as an additional insured, and the certificate of insurance shall specify thirty (30) days prior written notice to Facility in the event of a cancellation. Notwithstanding any notice provisions set forth in the certificate of insurance, Optician shall inform Facility forthwith in the event of any cancellation, termination, or reduction in coverage.
- 8.2 Mutual indemnification. Each party shall defend and indemnify the other party against all third-party claims to the extent that such claims arise out of the acts and omissions of the indemnifying party and such party's employees and agents. Indemnification shall be contingent upon prompt written notice of claim and cooperation with the defense of such claim.
9. Term; Termination. This Agreement supersedes any prior agreement between Optician and Facility, and shall be effective as of the date of execution (the "Effective Date"). The Agreement shall be effective for an initial term of one year, and shall automatically renew on the anniversary of the Effective Date for subsequent one-year terms. At any time during the initial term or a renewal term, this Agreement may be terminated pursuant to the following provisions:
- 9.1 Automatic Termination. In the event that Optician, or any employee or contractor rendering services on behalf of Optician in relation to this Agreement is excluded from Medicare, Medicaid, or any other federal health care program, or in the event that Optician, or any employee or contractor rendering services on behalf of Optician in relation to this Agreement is convicted of any state or federal criminal offense relating to health care, Optician shall forthwith notify Facility in writing, and this Agreement shall be automatically and immediately terminated.
- 9.2 Termination by Facility for cause. Facility may terminate this Agreement immediately upon written notice to the Optician in the event that the Optician fails to maintain licensure or certifications necessary for the rendering of the services contemplated under this Agreement; in the event that the Optician fails to maintain the professional liability insurance required under this Agreement; or in the event that the Optician materially violates applicable Facility rules, policies, or standards of conduct.
- 9.3 Termination without cause. Either party may terminate this Agreement without cause, upon not less than thirty (30) days written notice to the other.
10. General provisions. The terms of this Agreement shall be construed in a manner consistent with all applicable federal and state laws and regulations.
- 10.1 Notices. Any notice required under this Agreement shall be deemed effective upon receipt. The addresses of the parties for purposes of notice are the addresses set forth in paragraph 1.

- 10.2 Amendment. The provisions of this Agreement, including Optician's rates for Services, may be amended at any time by mutual consent in writing.
- 10.3 Assignment. Optician may assign Optician's obligations and rights under this Agreement, in whole or in part, to a professional corporation or a professional limited liability company that is authorized to practice the profession of ophthalmic dispensing in New York State, provided that Hillary Masino is the controlling shareholder or member of such professional practice entity.
- 10.4 Integration. This Agreement reflects the entire understanding of the parties on the subjects to which it relates, superseding all prior discussions and understandings.
- 10.5 Severability. If any provision of this Agreement is held invalid by court of competent jurisdiction, the remainder of the Agreement shall not be impaired, unless the invalidated provision causes the Agreement to substantially fall in its essential purpose.
- 10.6 Jurisdiction and Venue. The jurisdiction and venue for any dispute arising in connection with this Agreement shall lie solely in the New York State Supreme Court for the County in which the Facility is located.

***Professional Service Agreement Amended
by 2023-281A***

Record of Signing

For
Name
Title

For
Name
Title

Albany County Request for Contract Approval

Contract #	2025-2788
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFQ
Department	A4010 - Health
Date Submitted	Tuesday, February 18, 2025
Contact Person	Moore, Ransom
Contact Phone	+1 5184474584
Vendor Info	Northway Toyota 737 Loudon Road, Latham, NY 12110
Estimated Amount	\$58,300.20
Estimated Term	2/7/2025 to 3/31/2025
Scope of Services	Albany County DOH is requesting authorization to purchase two (2) Hybrid Toyota Corolla S vehicles from Northway Toyota. One (1) vehicle purchase will be funded by the Lead Rental Registry grant and one (1) vehicle purchase will be funded by the Drinking Water Enhancement grant. Northway Toyota was the sole bidder and each Hybrid Toyota Corolla S will cost \$29,150.10 for a total of \$58,300.20.
Budget Line Item	AA4010 - 22400 - 34180
Fiscal Impact	County: 0.00% State: 100.00% 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

MARIBETH MILLER, BSN, MS
Interim Commissioner

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

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

TRICIA BULATAO, MS, RDN
Deputy Commissioner

RANSOM E. MOORE III
Assistant Commissioner
Finance & Administration

MEMORANDUM

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

FROM: Ransom Moore, Assistant Commissioner Finance & Administration

DATE: February 24, 2025

RE: Northway Toyota – Two Vehicle Purchase

The Albany County Department of Health (ACDOH) is requesting authorization to purchase two (2) Hybrid Toyota Corolla S vehicles from Northway Toyota, which was the sole bidder for a hybrid vehicle. Each Hybrid Toyota Corolla S will cost \$29,150.10 for a total of \$58,300.20.

One vehicle will be purchased with funds from the Lead Rental Registry (LRR) grant and one vehicle will be purchased with funds from the Drinking Water Enhancement (DWE) grant. The LRR grant is new and will maintain a thorough Rental Registry database, which will enable ACDOH to track compliance and rigorously enforce lead safety standards for rental properties. The DWE program oversees more than 70 public water systems in Albany County that provide potable water to the public.

If you have any questions or are in need of additional information, please do not hesitate to contact me directly at 447-4584.

Thank you for your consideration of this request.



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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Ransom Moore
Assistant Commissioner Finance & Administration

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: February 21, 2025

RE: RFQ-2025-018A

I am in receipt of your recommendation to award the aforementioned to ALBANYT LLC dba Northway Toyota in the amount of \$58,300.20 for the purchase of two (2) Toyota Corolla S hybrid vehicles.

As ALBANYT LLC dba Northway Toyota 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.

RFQ 2025-018A Tabulation

Hybrid Toyota Corolla S

Vendor	ALBANYT LLC dba Northway Toyota
Price	\$ 29,150.10
Vehicle 1	2025 Toyota Corolla Cross S
In Stock/Order	Order
Exterior Color	Silver

Vendor	ALBANYT LLC dba Northway Toyota
Price	\$ 29,150.10
Vehicle 2	2025 Toyota Corolla Cross S
In Stock/Order	Order
Exterior Color	Silver

2025 COROLLA CROSS HYBRID

Corolla Cross Hybrid S

Model: 2025 Corolla Cross Hybrid S 2.0L 4-Cyl. Engine All-Wheel Drive 6312A

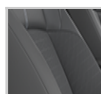
Stock: N/A

Engine: 2.0L 4-Cyl. Hybrid Engine

Transmission: Continuously Variable Transmission with intelligence and Shift Mode (CVTi-S)



EXTERIOR
Jet Black

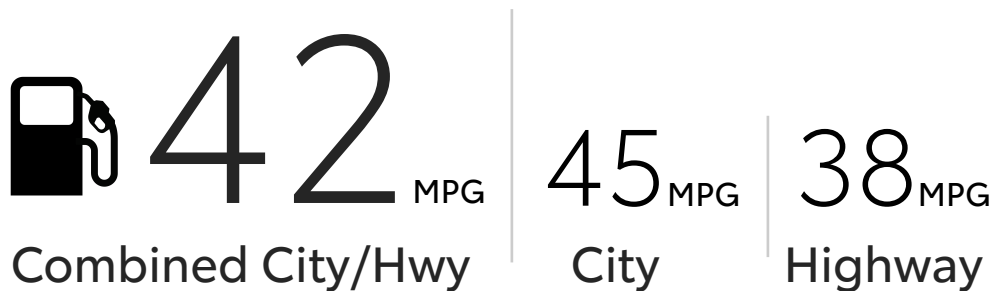


INTERIOR
Gray/Black Fabric

PRICE

Base MSRP *	\$28,395.00
Delivery Processing and Handling	\$1,350.00
Total Advertised Price	\$29,745.00

FUEL ECONOMY



INSTALLED PACKAGES & ACCESSORIES

50 State Emissions	FIO	\$0.00
Total Optional Equipment		\$0.00
Vehicle Base Model		\$28,395.00
Delivery Processing and Handling		\$1,350.00

FEATURES

Mechanical & Performance

- Body construction: Unitized body
- Performance: LEV 3, SULEV 30
- Drivetrain: Electronic On-Demand All-Wheel Drive (AWD)
- Mechanical: Sport-tuned double-wishbone multi-link rear suspension with coil springs, trailing arms, stabilizer bar and hydraulic shock absorbers
- Engine: Electronically controlled Continuously Variable Transmission (ECVT)
- Continuously Variable Transmission with intelligence and Shift Mode (CVTi-S)
- Performance: Hybrid engine: 2.0-liter 4-cylinder DOHC 16-valve with Dual Variable Valve Timing with intelligence (VVT-i), 196 hp
- Performance: Electric Power Steering (EPS)
- Mechanical: Sport-tuned independent MacPherson strut front suspension with stabilizer bar, coil springs and hydraulic shock absorbers
- Mechanical: Power-assisted brakes; ventilated front discs and solid rear discs
- Engine: 2.0L 4-Cyl. Hybrid Engine
- Weight Rating: 4600 lbs

Exterior

- Black rocker body panels and black overfenders
- Smart Key System with Push Button Start featuring touch-sensor lock/unlock feature on front doors and liftgate and a remote keyless entry system with lock, unlock and panic buttons
- Color-keyed outside door handles with front-row touch-sensor lock and unlock feature
- All-black badging and front smoked Toyota emblem
- Sport styling with sport front grille, front/rear bumpers, and front

- Color-keyed rear spoiler
- Chrome side-window frame molding
- Matte-black heated power outside mirrors
- LED projector low- and high-beam headlights with Automatic High Beams (AHB) with auto off feature

- smoked Toyota emblem with all-black badging including AWD badge
- Intermittent windshield wipers
 - Daytime Running Lights (DRL) with on/off feature
 - LED stop lights

Exterior Dimensions

- Overall length 176.1
- Overall height 64.9
- Overall width 71.9
- Ground clearance 8.0

Interior

- Black door interior handles
- Standard shift boot
- Overhead console with maplights, Safety Connect® button
- Four cup holders
- Standard tilt/telescopic steering wheel with audio, Bluetooth® hands-free phone voice-command, Full-Speed Range Dynamic Radar Cruise Control (DRCC), Lane Departure Alert (LDA), Lane Tracing Assist (LTA) controls
- Premium instrumentation cluster with speedometer and tachometer, coolant temperature, 4.2-in. color TFT Multi-Information Display (MID) with customizable settings, odometer, tripmeters, outside temperature, current/average fuel economy, cruising range, average speed, elapsed time, shift-position indicator; TPMS, Eco Mode indicator, one-touch 3-blink lane change turn signal indicator, and warning messages
- Front automatic single-zone air conditioning with air filter and rear-seat vents
- 4-way manual passenger seat
- Power door locks with shift-linked automatic lock/unlock feature
- Dual sun visors and vanity mirrors
- Center console with armrest
- Passenger-side glove compartment
- Two total front USB-C charging outlets
- Paddle shifters
- 6-way manual driver's seat
- Fabric-trimmed 60/40 split fold-flat second-row seats with adjustable outboard headrests

Audio Multimedia

- 8-in. Toyota Audio Multimedia, 6 speakers, with wireless Apple CarPlay® & Android Auto™ compatibility, SiriusXM® 3-month trial subscription.See toyota.com/connected-services for details. S

ToyotaCare

- No cost maintenance plan \$0 (No Cost)
- 24-hour Roadside Assistance \$0 (No Cost)

Safety & Convenience

- Nine airbags —includes driver and front passenger airbags; driver and front passenger outboard seat-mounted side airbags; driver and passenger side curtain airbags, rear side airbags (right and left), and driver knee airbag
- Tire Pressure Monitor System (TPMS) with direct pressure readout and individual tire location alert. When the tire pressure drops to a critically low level, a light on the instrument panel alerts the driver to the individual location of the tire.
- Rear-Seat Reminder
- LATCH (Lower Anchors and Tethers for CHildren) includes lower anchors on rear seats
- Collapsible steering column
- Toyota Safety Sense™ 3.0 —Pre-Collision System with Pedestrian Detection , Proactive Driving Assist , Full-Speed Range Dynamic Radar Cruise Control , Lane Departure Alert with Steering Assist ,Automatic High Beams , Lane Tracing Assist and Road Sign Assist
- Backup camera
- Star Safety System™ —includes Enhanced Vehicle Stability Control (VSC), Traction Control (TRAC), Anti-lock Brake System (ABS), Electronic Brake-force Distribution (EBD), Brake Assist (BA) and Smart Stop Technology® (SST)
- Hill Start Assist Control (HAC)
- Anti-theft system engine immobilizer
- Crumple zones/side-impact door beams

Connected Services

- Remote Connect — remotely interact with your vehicle through the
- Drive Connect —includes Cloud Navigation with Google Points of

2025 TOYOTA Corolla Cross Hybrid S

- Toyota app via your smartwatch. Depending on grade, allows you to lock/unlock doors, start and stop the vehicle, locate your last parked location, check vehicle status and monitor guest drivers.

Subscription required after trial. 4G network dependent. 1-year trial subscription

 - Safety Connect® — includes Emergency Assistance button, enhanced Roadside Assistance, Automatic Collision Notification and Stolen Vehicle Locator. Subscription required after trial. 4G network dependent. Up to 10-year trial subscription
 - Wi-Fi Connect —includes AT&T Wi-Fi hotspot and Integrated Streaming (Apple Music® and Amazon Music) compatibility. Subscription required after trial. 4G network dependent. Up to 30-day/3 GB trial subscription
- Interest (POI) data, Intelligent Assistant with Hey, Toyota, and Destination Assist. Subscription required after trial. 4G network dependent. Capable (subscription required)

 - Service Connect — receive personalized maintenance updates and vehicle health reports. Subscription required after trial.4G network dependent. Up to 10-year trial subscription

* Base MSRP excludes manufacturer, distributor and dealer options, taxes, title and license and dealer fees and charges. Also excludes the Delivery, Processing and Handling of \$1,135 for Cars (Corolla, Corolla HV, Corolla HB, GR Corolla, Camry, Camry HV, Prius, Prius Prime, Toyota Crown, Mirai, GR86, GR Supra), \$1,350 for Entry SUV (Corolla Cross, Corolla Cross HV), \$1,395 for Small SUV (RAV4, RAV4 HV, RAV4 Prime, bZ4X), \$1,450 for Mid SUV/Van (4Runner, Venza, Highlander, Highlander HV, Grand Highlander, Grand Highlander HV, Sienna, Land Cruiser, Toyota Crown Signia), \$1,495 for Small Pickup (Tacoma), \$1,945 for Large Pickup/Large SUV (Tundra, Tundra HV, Sequoia). (Historically, vehicle manufacturers and distributors have charged a separate fee for processing, handling and delivering vehicles to dealerships. Toyota's charge for these services is called the "Delivery, Processing and Handling" and is based on the value of the processing, handling and delivery services Toyota provides as well as Toyota's overall pricing structure and may be subject to change at any time. Toyota may make a profit on the Delivery, Processing and Handling.) The Delivery, Processing and Handling in AL, AR, FL, GA, LA, MS, NC, OK, SC and TX may vary. The published prices do not apply to Puerto Rico and the U.S. Virgin Islands. Dealer price will vary.

ToyotaCare, which covers normal factory scheduled maintenance for 2 years or 25,000 miles, whichever comes first, is included as part of the sales price of the vehicle for qualifying buyers. See participating dealer for eligibility and coverage details.

Disclaimer: This document is not meant to replace or substitute the actual window sticker on the vehicle. Toyota Motor Sales, U.S.A., Inc. is not responsible and disclaims any liability for inaccuracies. Please contact your dealer with any questions or if you require additional information.

Albany County Request for Contract Approval
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Contract #	2025-2812
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFP
Department	G8130 - Sewage Treatment
Date Submitted	Friday, February 28, 2025
Contact Person	Gaudio, Angelo
Contact Phone	518-447-1624
Vendor Info	Labella Associates D.P.C. 300 State Street Suite 201, Rochester, NY 14614
Estimated Amount	\$97,500.00
Estimated Term	4/1/2025 to 12/31/2025
Scope of Services	Provide professional engineering services for an assessment of the existing high voltage electrical systems at both the North and South Treatment Plants
Budget Line Item	DD5110 - 44045 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MC COY
COUNTY EXECUTIVE

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

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

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GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

February 28, 2025

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

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

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

Re: RFQ-2024-056 Professional Services
Labella Associates D.P.C
Engineering Services for High Voltage Assessment

Dear Contract Administration Board:

The Water Purification District is requesting contract authorization with Labella Associates D.P.C (Labella) in the amount of \$97, 500 to provide professional engineering services for an assessment of the existing high voltage electrical systems at both the District's North and South Treatment Plants. The contract amount includes a base fee of \$92,500 with a \$5,000 contingency. Labella's complete engineering proposal including their engineering scope and fee is enclosed herein.

Labella was selected based on their response to a Request for Engineering Qualifications that was submitted in 2024 under RFQ-2024-056 Professional Services and their past experience in completing similar work at the Rensselaer County wastewater treatment plant.

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

A handwritten signature in blue ink, appearing to read 'Angelo Gaudio', written in a cursive style.

Angelo Gaudio, P.E.
Executive Director

Enc: Labella Engineering Proposal
RFQ 2024-056 Award Letter

cc: Wesley Hartmann, Policy Analyst
Zachary Smetana, Budget Analyst



February 20th, 2025

Angelo Gaudio, P.E.
Executive Director
Albany County Water Purification District
1 Canal Road, South
Albany, New York 12204
tel 518.447.1624
fax 518.433.0369
angelo.gaudio@albanycountyny.gov
www.albanycounty.com

**RE: Albany County WPD Medium-High Voltage Design Rev1
LaBella Proposal No. P2501875**

Dear Mr. Gaudio:

LaBella Associates, D.P.C is pleased to submit this proposal to provide services for Medium-High Voltage design at the North and South Plant Facilities.

PROJECT UNDERSTANDING

Albany County Water Purification District has qualified LaBella Associates DPC to provide various engineering services on an as needed basis. For this assignment the engineering services are related to the facility located at 1 Canal Road, South Albany NY, 12204. Based on the in-person discussion on 02/5/2025 the immediate need is to provide engineering services for the 115kV substation. Secondary to this is to review the electrical conditions at the South Plant Our understanding of the services needed are described in the following section.

SCOPE OF SERVICES

LaBella understands that there appears to be an imminent need to replace failed or failing equipment in the North Plant Substation yard. It is understood the South Plant does not have an immediate need but Albany County Water Purification District is requesting an assessment of the 13.2kV substation. While the full scope of this project is currently still unknown, based on our experience in directly comparable projects, we anticipate relatively lengthy equipment lead times, and required approvals from the various stakeholders are also not insignificant. Because of this, LaBella is proposing to break this project down into several phases, over what is expected to be a 3-year period. This proposal is for phase #1 only, with additional phases to be developed after a full understanding of the scope is understood and agreed by all parties.

Phase #1: Initial assessment of the 115kV substation at the North Plant 13.2kV Substation

Service included for the North Plant:



- 1.) Notify National Grid that Albany County is anticipating substation repairs or renovations. This is performed to obtain available fault current from National Grid on the 115kV line. This is an important consideration for our assessment, as we believe that this has changed appreciably since this plant was initially constructed, and it is possible that the current switching equipment is no longer capable of withstanding the demands of the network it is connected to.
- 2.) Perform a site visit to record equipment conditions, 3D laser scan the 115kV structures, and perform an environmental hazard and regulated building materials (RBM) assessment.
- 3.) Develop a report of findings, providing assessment and recommendations. The following items will be included in this report.
 - a) Existing Equipment Conditions and Viability Assessment
 - b) Assessment and summary of existing available documentation
 - c) Recommendations that include any immediate needs, as well as longer term needs, focused on items that may inhibit safe and reliable operation of the Substation and medium voltage equipment.
 - d) Assessment of Regulated Building Materials or other environmental concerns.
- 4.) Develop a conceptual plan for presentation to National Grid and Albany County for recommended final configuration (post renovation), as well as any intermediate steps that may be recommended to address critical needs (emergency repair plans). Deliverables will include the following, and will be conceptual in nature:
 - a) One-line diagram showing new equipment.
 - b) Site plan showing new equipment locations
 - c) Profile views showing the new equipment.
 - d) Equipment Specifications.
 - e) Emergency repair plan (if required) based on the results from the assessment report.
 - f) Opinions of probable cost for equipment and installation, and identification of long lead items for procurement.



FEE

The proposed fees for the scope of engineering work described will be as follows:

North Plant	
Regulated Building Material Assessment and Testing	\$7,500
Assessment Report	\$20,000
Conceptual Drawings/Planning	\$45,000
South Plant	
Regulated Building Material Assessment and Testing	\$5,000
Assessment Report	\$7,500
Conceptual Drawings/Planning	\$7,500
Total:	\$92,500

This work would be performed and billed in accordance with the terms of our agreement with Albany County Water Purification District.

SCHEDULING

LaBella is prepared to begin work on this assignment within two weeks of issuance of PO or notice to proceed, and we are confident a suitable schedule for both parties can be negotiated moving forward.

Respectfully submitted,

LaBella Associates

Tom Kennedy Jr.

Tom Kennedy Jr., PE
Electrical Engineer



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
WWW.ALBANYCOUNTYNY.GOV

DAVID LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

January 21, 2025

Edward Larkin, P.E.
LaBella Associates
4 British American Blvd.
Latham, NY 12110

RE: RFQ-2024-056 Professional Engineering Services

Dear Larkin:

The Albany County Water Purification District (District) has reviewed your submission to the above referenced Request for Qualifications and has qualified your firm to provide various engineering services on an as needed basis. This selection will be active for a five (5) year term, effective January 1, 2025 through December 31, 2029.

The District will authorize assignments as needed and based on a mutually agreed to scope and fee. A separate contract will be issued for each assignment at the time the work is requested.

If you have any questions or concerns you may reach me at (518) 447-7140.

Thank you for your interest in doing business with the County of Albany.

Respectfully,

Pamela O'Neill
Purchasing Agent

PO:mes
cc: Angelo Gaudio

Albany County Request for Contract Approval

Contract #	2025-2813
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	G8130 - Sewage Treatment
Date Submitted	Friday, February 28, 2025
Contact Person	Gaudio, Angelo
Contact Phone	518-447-1624
Vendor Info	American Glass Company of Albany 27 North Manning Blvd., Albany, NY 12206
Estimated Amount	\$71,593.00
Estimated Term	4/1/2025 to 10/31/2025
Scope of Services	Replacement of various doors at both the District's North and South Treatment Plants
Budget Line Item	GG8130 - 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. 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.albanycountyny.gov

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CHARLES G. CARLUCCIO
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ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

February 28, 2025

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

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

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

**Re: RFB-2025-021 North & South Plant Door Replacement
American Glass Company of Albany**

Dear Contract Administration Board:

The Water Purification District is requesting contract authorization with American Glass Company of Albany in the amount of \$71,593 for the replacement of various doors at both the District's North and South Treatment Plants. The contract term is estimated to be 6-months for the date of award.

Two (2) bids were received in response to the above subject RFB and American Glass Company of Albany was determined to be the lowest responsible bidder. The bid tabulation, District's recommendation memo and Purchasing Department's concurrence memo are attached herein.

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

Sincerely,



Angelo Gaudio, P.E.
Executive Director

Enc: Purchasing Department Concurrence Memo
District Recommendation Memo
Bid Tabulation

cc: Wesley Hartmann, Policy Analyst
Zachary Smetana, Budget Analyst



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio
Water Purification District

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: February 28, 2025

RE: RFB-2025-021 N & S Door Replacement

I am in receipt of your recommendation to award the aforementioned to American Glass Company of Albany in the amount of \$71,593.00.

As American Glass Company of Albany 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
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ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent
From: Angelo Gaudio, Executive Director 
Subject: RFB-2025-021 North & South Plant Door Replacement
Date: February 28, 2025

The Water Purification District completed its review of the two bids received for the above referenced RFB and recommends award to the apparent lowest responsible bidder, American Glass Company of Albany for a not to exceed contract amount of \$71,593.00.

If you have any questions, please feel free to contact me at 447-1617.

RFB-2025-021 Tabulation

Bidder	American Glass	Bubonia GC
Bid Amount for all Work North Plant	\$ 35,892.00	\$ 45,999.00
Bid Amount for all Work South Plant	\$ 28,201.00	\$ 37,565.00
Contingency	\$ 7,500.00	\$ 7,500.00
Total Bid North and South Plant	\$ 71,593.00	\$ 91,064.00

Albany County Request for Contract Approval

Contract #	2025-2815
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	G8130 - Sewage Treatment
Date Submitted	Friday, February 28, 2025
Contact Person	Gaudio, Angelo
Contact Phone	518-447-1624
Vendor Info	Bearing Distributors, Inc. 1 Charles Park Blvd., Guilderland, NY 12084
Estimated Amount	\$75,000.00
Estimated Term	3/14/2025 to 3/1/2026
Scope of Services	Supply various bearings and seals for the District's equipment
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

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ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

February 28, 2025

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

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

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

**Re: RFB-2025-025 Bearings & Seals
Bearings Distributors, Inc.**

Dear Contract Administration Board:

The Water Purification District is requesting contract authorization with Bearings Distributors, Inc, (BDI) in the amount of \$75,000 for the supply of bearings and seals. The contract term is for a one (1) year period from the date of award with the option for two (2) consecutive one (1) year renewals.

Two (2) bids were received in response to the above subject RFB and BDI was determined to be the lowest responsible bidder. The bid tabulation, District's recommendation memo and Purchasing Department's concurrence memo are attached herein.

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

Sincerely,



Angelo Gaudio, P.E.
Executive Director

Enc: Purchasing Department Concurrence Memo
District Recommendation Memo
Bid Tabulation

cc: Wesley Hartmann, Policy Analyst
Zachary Smetana, Budget Analyst



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio
Water Purification District

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: February 28, 2025

RE: RFB 2025-025 Bearings & Seals

I am in receipt of your recommendation to award the aforementioned to Bearing Distributors, Inc. (BDI) in the amount not to exceed \$75,000.00 annually. The contract term is one (1) year from the date of award with the option for two (2) consecutive one (1) year renewals

As Bearing Distributors, Inc. (BDI) is the lowest responsible and responsive bidder, I concur with your recommendation.

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

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COMMISSION

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CHAIRMAN

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MAGGIE ALIX
CHARLES G. CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent

From: Angelo Gaudio, Executive Director 

Subject: RFB-2025-025 Bearings & Seals

Date: February 28, 2025

The Water Purification District completed its review of the two bids received for the above referenced RFB and recommends award to the apparent lowest responsible bidder, Bearing Distributors Inc. (BDI). The contract term is one (1) year from the date of award with the option for two (2) consecutive one (1) year renewals. The estimated annual not to exceed contract amount is \$75,000 .00.

If you have any questions, please feel free to contact me at 447-1617.

Bid #2025-025 Bid Tabulation
Bearings and Seals

Eastern Industrial BDI

Seals	Item Quoted (Mfg. and P/N)	Bid Price	Bid Price	
450869		20.44	19.58	TIMKEN 450869
470163		5.37	5.14	TIMKEN 470163
472164		8.86	8.49	TIMKEN 472164
450316		14.02	13.42	TIMKEN 450316

***Please indicate if percentage is a discount or a markup with a "-" or a "+"**

National Oil Seals	Markup	13.500%	12.000%
C.R. Seals	Markup	13.500%	12.000%
TSM	Markup	13.500%	12.000%
HARWAL	Markup	13.500%	12.000%

Single Row Bearings	Item Quoted (Mfg. and P/N)	Bid Price	Bid Price	
SKF-6014-2ZJEM		\$34.41	\$25.42	EBC 6014ZZ
Nachi-6309-ZZE		\$21.89	\$8.14	EBC6309ZZ
SKF63092ZNRJEM		\$33.27	\$32.34	NACHI 6309ZZNR
MRC-5216-CFF		\$341.62	\$172.71	NACHI 5216ZZ
MRC-214-MFF		\$148.42	\$131.44	NTN BL214ZZ
6205-2RSJEM		\$19.21	\$1.74	EBC 62052R\$
6205		\$15.50	\$1.68	EBC 62052R\$
1.55				
204SFF		\$4.13	\$1.55	EBC 6204ZZ
211SFF		\$22.85	\$6.99	EBC 6211ZZ
304SFF		\$5.54	\$2.03	EBC 6304ZZ
311SFF		\$31.63	\$13.72	EBC 6311ZZ
404SF		\$215.42	\$175.28	K040 6411
411S		\$120.60	\$154.23	EBC 6203ZZ
6203-2ZJEM		\$2.58	\$1.11	EBC 6203
6203		\$2.58	\$1.03	

***Please indicate if percentage is a discount or a markup with a "-" or a "+"**

SKF	Markup	13.500%	12.000%
MRC	Markup	13.500%	12.000%
FAG	Markup	13.500%	12.000%
FAFNIR	Markup	13.500%	12.000%
NACHI	Markup	13.500%	12.000%
EBC	Markup	13.500%	12.000%
NTN	Markup	13.500%	12.000%
KOYO	Markup	13.500%	12.000%

***Please indicate if percentage is a discount or a markup with a "-" or a "+"**

Bid #2025-025 Bid Tabulation
Bearings and Seals

Double Row Bearings	Item Quoted (Mfg. and P/N)	Bid Price	Bid Price	
MRC-5314-MF		\$579.30	\$236.40	NTNBL314Z
5206CFF		\$71.79	\$8.01	EBC5206ZZ
5306CFF		\$102.40	\$11.90	EBC5306ZZ
5408C		\$345.26	\$228.60	CON 5408

*Please indicate if percentage is a discount or a markup with a "-" or a "+"

SKF	Markup	13.500%	12.000%
MRC	Markup	13.500%	12.000%
FAG	Markup	13.500%	12.000%
FAFNIR	Markup	13.500%	12.000%
CONSOLIDATED	Markup	13.500%	12.000%
NTN	Markup	13.500%	12.000%
NACHI	Markup	13.500%	12.000%

*Please indicate if percentage is a discount or a markup with a "-" or a "+"

Angular Contact Bearings	Item Quoted (Mfg. and P/N)	Bid Price	Bid Price	
206R		\$ 539.44	\$206.65	SKF206R
306R			\$37.04	NACHI 7306BNUC3

*Please indicate if percentage is a discount or a markup with a "-" or a "+"

SKF	Markup	13.500%	12.000%
MRC	Markup	13.500%	12.000%
FAG	Markup	13.500%	12.000%
FAFNIR	Markup	13.500%	12.000%

*Please indicate if percentage is a discount or a markup with a "-" or a "+"

Tapered Roller Bearings	Item Quoted (Mfg. and P/N)	Bid Price	Bid Price	
LM11949		\$9.43	\$1.79	EBC LM11949
LM11910		\$5.07	\$0.80	EBC LM11910
JHM522649		\$243.73	\$155.43	K040 JHM522649
JHM522610		\$117.15	\$74.68	K040 JHM522610
98400		\$407.02	\$349.42	NTN 98400
98788		\$226.60	\$194.51	NTN 98788

*Please indicate if percentage is a discount or a markup with a "-" or a "+"

TIMKIN	Markup	13.500%	12.000%
BOWER	Markup	13.500%	12.000%
NTN	Markup	13.500%	12.000%
EBC	Markup	13.500%	12.000%

**Bid #2025-025 Bid Tabulation
Bearings and Seals**

Flange Mounted Bearings	Item Quoted (Mfg. and P/N)	Bid Price	Bid Price	
NICE-N-6908-TNTG18		\$27.11	\$28.33	NICE N-6908-TNTG-18
FX3-U216N		\$71.71	\$7.44	EBC UCFL205-16
F3-U216N		\$185.23	\$7.54	EBC UCF205-16
F3-U231N		\$143.00	\$20.76	EBCUCF210-31

***Please indicate if percentage is a discount or a markup with a "-" or a "+"**

Non Listed items	Markup	13.500%	12.000%
Non Listed items	Markup	13.500%	12.000%
Non Listed items	Markup	13.500%	12.000%
Non Listed items	Markup	13.500%	12.000%

Pillow Block Bearings	Item Quoted (Mfg. and P/N)	Base Price	Adjustment*
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***Please indicate if percentage is a discount or a markup with a "-" or a "+"**

LINKBELT	Markup	13.500%	12.000%
DODGE	Markup	13.500%	12.000%
EBC	Markup	13.500%	12.000%
MOLINE	Markup	13.500%	12.000%

Sheaves	Item Quoted (Mfg. and P/N)	Bid Price	Bid Price	
1B66TB		\$58.16	\$33.82	MDI 1B66-1610
3B66TB		\$103.08	\$56.08	MDI 3B66-2517

***Please indicate if percentage is a discount or a markup with a "-" or a "+"**

DODGE	Markup	13.500%	12.000%
MARTIN	Markup	13.500%	12.000%
MASKA	Markup	13.500%	12.000%
POWER DRIVE	Markup	13.500%	12.000%

Sprockets	Item Quoted (Mfg. and P/N)	Bid Price	Bid Price	
60B19		\$34.12	\$12.90	AMEC60B19
60B80		\$203.38	\$125.39	AMEC60B80

***Please indicate if percentage is a discount or a markup with a "-" or a "+"**

DODGE	Markup	13.500%	12.000%
MARTIN	Markup	13.500%	12.000%
EBC	Markup	13.500%	12.000%
IWIS	Markup	13.500%	12.000%
UST	Markup	13.500%	12.000%
BROWNING	Markup	13.500%	12.000%

***Please indicate if percentage is a discount or a markup with a "-" or a "+"**

Bid #2025-025 Bid Tabulation
Bearings and Seals

IDLER BEARINGS (75MM)	DESCRIPTION	Bid Price	Bid Price
Dodge CH4S-215-USAF	Bearing Housing, USAF 200 4-Bolt Closed End, 316SS Hardware	\$251.97	\$241.31
Dodge H4S-215-USAF	Bearing Housing, USAF 200 4-Bolt Open End, 316SS Hardware	\$232.13	\$222.31
Dodge / NACHI 22215C3 / 22215EXW33C3	Bearing, 75mm Direct Mount	\$101.88	\$97.57

***All adjustments shall indicate either a "-" to for discount or a "+" to indicate markup.**

DODGE	Discount or Markup	13.500%	12.000%
NACHI	Discount or Markup	13.500%	12.000%

COMPRESSION BEARINGS (85MM)	DESCRIPTION	Bid Price	Bid Price
Dodge CH4S-217-USAF	Bearing Housing, USAF 200 4-Bolt Closed End, 316SS Hardware	\$377.94	\$361.96
Dodge H4S-217-USAF	Bearing Housing, USAF 200 4-Bolt Open End, 316SS Hardware	\$347.70	\$332.99
Dodge/NACHI 22217C3 / 22217EXW33C3	Bearing, 85mm Direct Mount	\$131.73	\$126.16
Dodge 42TTDN315	Bearing Housing Seal, 3- 15/16" Triple Tech Drop- in	\$94.24	\$90.25
Dodge 32TTDN303	Bearing Housing Seal, 3- 3/16" Triple Tech Drop- in	\$84.32	\$80.75
Rotorclip 35364	85mm External Snap Ring	\$3.83	\$0.49

***Please indicate if percentage is a discount or a markup with a "-" or a "+"**

Bid #2025-025 Bid Tabulation
Bearings and Seals

ALIGNING, FEEDBOX BEARINGS	DESCRIPTON	Bid Price	Bid Price	
Linkbelt PB22439E7E7CSS	2-7/16" 2-Bolt Pillow Block Bearing	\$763.38	\$723.14	
Linkbelt TB22439E7E7CSS	2-7/16" Take Up Bearing	\$763.38	\$731.09	
Linkbelt / Iptici F3U216E3 / UCF205-16L3	1" 4-Bolt Flange Bearing Bearing	\$85.13	\$7.54	EBC VCF205-16
Dodge 38TTDN307	Bearing Housing Seal, 3- 7/16" Triple Tect Drop-In	\$94.24	\$90.25	
Dodge 24TTDN213	Bearing Housing Seal, 2- 3/16" Triple Tect Drop-In	\$58.57	\$51.31	
Rotoclip DSH-74	755mm External Snap Ring	\$3.41		
*All adjustments shall indicate either a "-" to for discount or a "+" to indicate markup.				
LINKBELT	Markup	13.500%	12.000%	
IPICI	Markup	13.500%	12.000%	
ADDITIONAL ITEMS FOR 2019/2020	DESCRIPTION	Bid Price	Bid Price	
Dodge TB7114 CP4B- 515USAF-207-TTDN	2-7/16" USAF Bearing, 4- Bolt Closed End Pillow Block, Drop In Triple- Tect Seal 304SS Hardware	\$598.17	\$572.87	
Dodge TB7114 P4B-515- USAF-207-TTDN	2-7/16" USAF Bearing, 4- Bolt Closed End Pillow Block, Drop In Triple- Tect Seal 304SS Hardware	\$598.17	\$572.87	
Dodge TB7114 CP2B-511- USAF-115-TTDN	1-15/16" USAF Bearing, 2-Bolt Closed End Pillow Block, Drop In Triple- Tect Seal 304SS Hardware	\$598.17	\$471.21	
Dodge TB7114 P2B-515- USAF-207-TTDN	1-15/16" USAF Bearing, 2-Bolt Closed End Pillow Block, Drop In Triple- Tect Seal 304SS Hardware	\$598.17	\$572.87	
Linkbelt M17115 TB22423E7E7CSS	1-7/16" Take Up Unit, Non-Expansion, w/SS Caps	\$	\$464.76	
Linkbelt M17115 PB22423E7E7CSS	1-7/16" 2 bolt Pillow Block, Non-Expansion wSS Caps	\$	\$389.65	
Linkbelt M17115 F3U216E3	1" 4 bolt Flange	\$	\$7.54	EBC VCF205-16
BSC	2 Ply 220 3/16" x 1/16" x 24" Wide Conveyer Belt 150' roll	\$3,318.40	\$1,194.61	

**Bid #2025-025 Bid Tabulation
Bearings and Seals**

Flexco 375XSJ30SSC	SS Fasteners	\$	\$327.05	
Nachi 22211EXQW33KC3	Spherical Roller Bearing 5MM ID x 100MM OD x 25MM WD	\$80.95	\$77.52	
Nachi 22215EXQW33KC3	Spherical Roller Bearing 75MM ID x 130MM OD x 31MM WD	\$101.88	\$97.57	
Whithig SNW	15 x 2-7/16" Adapter Bore 2 19/64" LTB	\$29.99	\$46.91	PTI SNW
PTI SNW	11 x 1-15/16" Adapter	\$20.35	\$17.53	
Dodge 12TTDN115	Roller and Sleeve	\$53.57	\$51.31	
Dodge 20TT/DN207	Seal Triple-Tect Drop In 2-7/16" Bore	\$53.57	\$51.31	
URB-22215 MBC3W33	Spherical Roller Bearing	\$101.88	\$97.57	
BCC-22211 CAKW33C3	Spherical Roller Bearing	\$80.95	\$77.52	
DOD CH2S-511-USAF	Pillow Block Housing	\$209.30	\$201.00	
EBC SNW11 X 1-15/16	Adapter Sleeve	\$20.35	\$5.73	
*All adjustments shall indicate either a "-" to for discount or a "+" to indicate markup.				

Albany County Request for Contract Approval

Contract #	2025-2768
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	Sole Source
Department	A3140 - Probation
Date Submitted	Friday, February 7, 2025
Contact Person	Connors, William (Probation Dept)
Contact Phone	+1 5184875194
Vendor Info	Catalis, formerly known as AutoMon 3025 Windward Plaza, Suite 200, Alpharette, GA 30005
Estimated Amount	\$35,591.85
Estimated Term	1/1/2025 to 12/31/2026
Scope of Services	Agreement for two year term from 1.1.2025 through 12.31.2026 to provide maintenance and technical support for Caseload Explorer System.
Budget Line Item	AA3140 - 44041 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



**COUNTY OF ALBANY
PROBATION DEPARTMENT
60 SOUTH PEARL STREET
ALBANY, NEW YORK 12207**

PHONE: (518) 487-5200
FAX: (518) 487-5204
www.albanycountyny.com

WILLIAM CONNORS
Director

LORI HAGGERTY
Deputy Director

MICHAEL OCONNOR
Principal Probation Officer

DANIEL P. MCCOY
County Executive

February 7, 2025

Albany Contract Board:

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

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

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

Re: Catalis Maintenance Agreement

Dear Messrs: McCoy and Hidley,
Dear Ms. Cunningham,

Authorization is requested to enter into a two-year software agreement with Catalis, formerly known as AutoMon, to provide maintenance for Caseload Explorer which is installed at the Probation Department as the Probation case management system.

Albany County Probation has maintained an electronic case management system for many years with Catalis, formerly known as Automon. Caseload is a specialized software for Probation functions. Catalis is the sole source provider of Caseload Explorer and is the only firm authorized to provide technical services for it. This product is in operation in every Probation Department in New York State.

The term of agreement is two years, expiring December 31, 2026

Thank you for your consideration.

Sincerely,

William Connors
Director

WC/km



AMENDMENT No. 1 to MASTER SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT

CUSTOMER INFORMATION

Customer: Albany County Probation Department Address: 60 S Pearl St, Albany, NY
Contact Name: William Connors 12207
Email Address: william.connors@albanycountyny.gov
Phone: (518) 487-5200
Catalis Representative: Kristina O'Leary, koleary@catalisgov.com

This Amendment No. 1 (this "Amendment") to the MASTER SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT, dated May 8, 2024 (herein referred to as the "Agreement") by and between Catalis Courts & Land Records, LLC and Albany County Probation Department is entered into as of the effective date below. The parties herby agree to amend the Agreement as follows:

The Agreement will be extended for a two (2) year term from 1/1/2025 through 12/31/2026.

	1/1/2025 - 12/31/2025	1/1/2026 - 12/31/2026
Probation Case Management - Caseload Explorer	\$35,591.85	\$37,371.44
104 Licensed Users		
Total Subscription Fees	\$35,591.85	\$37,371.44

- Initial Year Software Fees shall be billed upon the Start Date.
- Subsequent Year Software Fees shall be billed annually in advance.
- The Initial Term of the Subscription shall begin on the Subscription start date and will continue for two (2) years.
- Any Recurring Fees will increase annually by the greater of five percent (5%) or the increase in the CPI for the prior calendar year (as reflected in the pricing table(s) above).

ACCEPTANCE

By signing below, signatories represent that they are validly authorized to enter into this Amendment and accept their terms and conditions. The Amendment is dated effective and shall be considered binding upon execution ("Effective Date") by and between both parties

Albany County Probation Department:

By: _____
Name: _____
Title: _____
Date: _____

Catalis Courts & Land Records, LLC:

By: _____
Name: _____
Title: _____
Date: _____



SOLE SOURCE NOTICE

January 10, 2025

William Connors
Probation Director
Albany County Probation Department
60 South Pearl Street
Albany, NY 12207-2197

William,

Catalis Courts & Land Records, LLC, is a Limited Liability Company whose headquarters are located at 3025 Windward Plaza, Suite 200, Alpharetta, GA 30005.

The purpose of this notice is to confirm Catalis is the only authorized seller of the Catalis suite of software products, including Probation Management systems Caseload Explorer and Ce Check-In. Further, Catalis is the only firm authorized to provide technical services related to these products, including installation, customization, configuration, support, and maintenance.

Please feel free to contact us with any questions.

Sincerely,

DocuSigned by:

A5F321241B0D44C...

Darin Rasmussen
Executive Vice President
Catalis Courts & Land Records, LLC
3025 Windward Plaza, Suite 200
Alpharetta, GA 30005
Contracts@catalisgov.com
(833) 781-8282



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: William Connors, Director
Probation Department

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: February 7, 2025

RE: Catalis Courts and Land Records, LLC

I am in receipt of your recommendation to award as a sole source to Catalis Courts and Land Records, LLC in the amount of \$35,591.85.

I have reviewed your recommendation along with the sole source documentation from Catalis LLC, as Catalis is the only provider of the current system and therefore technical support services and maintenance is considered proprietary, I approve your sole source.

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

Albany County Request for Contract Approval

Contract #	2025-2805
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFQ
Department	A1185 - Coroner
Date Submitted	Thursday, February 27, 2025
Contact Person	Strock, Kellie
Contact Phone	+1 5184473069
Vendor Info	DeNooyer Chevrolet, Inc. 127 Wolf Road, Albany, NY 12205
Estimated Amount	\$95,436.80
Estimated Term	3/1/2025 to 3/31/2025
Scope of Services	Purchase of two vehicles for Coroners to utilize while responding to death investigations within the county.
Budget Line Item	CAPIT - HH08 - 22000
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

PAUL L. MARRA
JOHN KEEGAN
ANTONIO STURGES
KEVIN CROSIER



JOHN J. LEN, MD
BERNARD T. NG, MD, MBA
N. BALASUBRAMANIAM, MD
CORONERS & PHYSICIANS

KELLIE STROCK
CONFIDENTIAL SECRETARY

COUNTY OF ALBANY
OFFICE OF CORONERS
112 STATE STREET, SUITE 820
ALBANY, NEW YORK 12207
PHONE: (518) 445-7604
FAX: (518) 447-5699

February 27, 2025

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, NY 12207

Dear Chairwoman Cunningham,

The Albany County Coroner's Office respectfully requests the approval of a contract with DeNooyer Chevrolet to purchase two vehicles, both equipped with light packages, for Coroners to utilize while responding to death investigation scenes within the county.

The total price for the two vehicles is \$95,436.80 and will be covered using Capital Plan funds.

Please feel free to reach out with any additional information.

Thank you,

Paul Marra
Senior Coroner

Kevin Crosier
Coroner
Albany County Coroner's Office



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: Paul Marra, Senior Coroner
Kevin Crosier, Coroner

FROM: Pamela O Neill 
Purchasing Agent

DATE: February 12, 2025

RE: RFQ-2025-011A - 2024 Chevrolet Traverse (2) with Light Packages.

I am in receipt of your recommendation to award the aforementioned to DeNooyer Chevrolet Inc in the amount of \$95,436.80.

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

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

PAUL L. MARRA
JOHN KEEGAN
ANTONIO STURGES
KEVIN CROSIER



JOHN J. LEN, MD
BERNARD T. NG, MD, MBA
N. BALASUBRAMANIAM, MD
CORONERS & PHYSICIANS

KELLIE STROCK
CONFIDENTIAL SECRETARY

COUNTY OF ALBANY
OFFICE OF CORONERS
112 STATE STREET, SUITE 820
ALBANY, NEW YORK 12207
PHONE: (518) 445-7604
FAX: (518) 447-5699

TO: Ashley Saville
Purchasing Division

FROM: Kellie Strock
Coroner's Office

DATE: February 11, 2025

RE: RFQ 2025-011A

Our office has received a copy of the bid response from DeNooyer Chevrolet in response to RFQ 2025-011A. The bid includes the pricing per vehicle of \$40,993.00 each plus a light package of \$6725.00 each. The total per vehicle would be \$47,718.40 each, our office is seeking two vehicles.

Please consider this letter as our formal recommendation to award the aforementioned to DeNooyer Chevrolet.

Thank you,

Paul Marra
Senior Coroner

Kellie Strock
Confidential Secretary

Albany County Coroner's Office
112 State Street, Suite 820
Albany, NY 12207



Vehicle Locator

Dealer Information

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

1GNEVEKS6RJ232443

Model Year: 2024

Make: Chevrolet

Model: Traverse

1LE56-1FL / 1LS / 2LS

PEG: 2LS-LS Package (AWD)

Primary Color: GXD-Sterling Gray Metallic

Trim: HQB-Jet Black Premium Cloth

Engine: LK0-Engine, 2.5L Turbo DOHC

Transmission: MF8-Transmission, 8-speed automatic

Event Code: 5000-Delivered to Dealer

Order #: DHQKP2

Order Type: FBC-Fleet Political Subdivision

Stock #: N/A

Inventory Status: N/A

Additional Vehicle Information

Vehicle Options

No Cost Options

FLT-Fleet Order

LK0-Engine, 2.5L Turbo DOHC

MF8-Transmission, 8-speed automatic

NE1-CT/DE/MA/MD/ME/NJ/NY/OR/PA/RI/VT/WA Emissions

R6D-FLT-BID ASSISTANCE/CE

VQ2-FLEET ORDERING ASSISTANCE

Other Options

2LS-LS Package (AWD)

ARU-Glass, Rear, deep Tint

BTV-Remote Engine Start

D31-Mirror, rearview manual day/night

GXD-Sterling Gray Metallic

ISA-Speed Limit Assist, automatic

KA1-Heated Front Seats

KSG-Adaptive Cruise Control

PRF-3 Years of OnStar Remote Access

SGE-Wheel, 18" Grazen Metallic, machined-face aluminum

UD7-Rear Park Assist

UGN-Enhanced Automatic Emergency Braking

UKM-Lane Keep Assist with Lane Departure Warning, enhanced

UQF-Speaker System, 6-Speaker

UVX-Traffic Sign Recognition

VK3-License Plate Front Mounting Pkg.

ABC-Seating, 8-passenger (2-3-3 seating configuration)

BGP-Driver Confidence Package

CTB-Intersection Automatic Emergency Braking

F48-All-Wheel Drive

HQB-Jet Black Premium Cloth

IVE-Infotainment Virtual Cockpit System, High

KI3-Heated Steering Wheel

N53-Steering Wheel, wrapped

QO5-Tire, 255/65R18 All-Season BW

TCP-Liftgate, Power Hands-Free with Presence

UE1-OnStar

UKK-Rear Pedestrian Alert

UOW-Side Bicyclist Alert

UV2-HD Surround Vision

UVZ-Reverse Automatic Braking

ZL3-Convenience Package

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

Disclaimer:

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

Qty	Item	Options
1	FURNISH AND INSTALLED EMERGENCY LIGHTING	
1	ONE (1) FENIEX INTERIOR LIGHT BAR, ABOVE VISORS, 2 PIECE UNIT. RED/WHITE LED LIGHTS...	
1	ONE (1) FENIEX - TYPHOON HANDHELD CONTROLLER FOR ALL LIGHTING	
1	STORM-PRO 100W	
1	TRITON 100W	
1	ONE (1) FENIEX - 4X FLASHER WIRED TO TAIL LIGHTS AND REVERSE LIGHTS	
4	SIX (6) FENIEX QFMS-8101 SURFACE MOUNT LIGHTS FOR 2@ LOWER REAR BUMPER, ONE EACH SIDE OF LICENSE PLATE AND 2@ UNDER TAILGATE, OPERATE WHEN TAILGATE IS OPEN	
2	TWO FENIEX - QQMS-8101 GRILLE LIGHTS	
1	ONE (1) FENIEX - INTERIOR 2 PIECE LIGHT BAR. RED/ WHITE LED LIGHTS LEFT SIDE: R/W/R/W RIGHT SIDE: W/R/W/R	

RFQ 2025-011A Tabulation
Chevrolet Traverse (2) with Light Packages

Vendor	DeNooyer Chevrolet	DeNooyer Chevrolet
Price	\$ 47,718.40	\$ 47,718.40
Vehicle	2024 Chev Traverse	2024 Chev Traverse
In stock/order	In Stock	In Stock
Exterior Color	Gray	Gray

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 9/12/23

Denoyer Chevrolet bid

Part A: Mini-Bid and Contractor Information

1.0	Mini-Bid Questions	Contractor Response
1.1	Mini-Bid Reference Number (e.g. 12345; see the <i>Mini-Bid Request</i>)	RFQ-2025-011A
1.2	Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>[click on yellow box and use drop-down menu]</i>	Purchased
1.3	Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	No, Part B of this form has been left blank.
1.4	Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	Yes, Part C of this form has been completed.
2.0	Contractor Information	
2.1	Full Legal Business Name, including DBA if applicable	DeNooyer Chevrolet, Inc.
2.2	OGS Contract Number (e.g., PC12345)	PC69048
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	14-1542904
2.4	NYS Vendor ID Number (e.g., 1000012345)	1000006802
3.0	Primary Contact Information	
3.1	Contact Name	Steve Gordon
3.2	Contact Email	sgordon@denooyerchevrolet.com
3.3	Contact Phone (1)	518-469-8804
3.4	Contact Phone (2)	518-458-7700
4.0	Secondary Contact Information	
4.1	Contact Name	Lenny Durocher
4.2	Contact Email	ldurocher@denooyerchevrolet.com
4.3	Contact Phone (1)	518-626-1914
4.4	Contact Phone (2)	518-458-7700

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid

1.0	General Questions (Built to Spec)	Contractor Response
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? <i>[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]</i>	
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	

GROUP 40440 – Vehicles, Class 1-8

1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	
2.0	Vehicle Offered (Built to Spec)	
2.1	Model Year (e.g., 2023, 2024)	
2.2	Make (e.g., Ford, Chevrolet, Dodge)	
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	
2.5	Drive Type <i>[click on yellow box and use drop-down menu]</i>	
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type <i>[click on yellow box and use drop-down menu]</i>	
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	

3.0	Additional Information: (Built to Spec)	
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
4.0	Vehicle Price Worksheet (Built to Spec)	Price
4.1	NYS Base MSRP	
4.2	NYS Discount [Type a number only (e.g., 5.5); Do not type a percentage sign (%); after the number; For 5.5% type 5.5, not 0.055].	
4.3	NYS Base Price [Automatically calculated: NYS Base MSRP minus NYS Discount]	\$0.00
4.4	NYS Aftermarket Components Price [If there are no Aftermarket Components, leave blank]	
4.5	NYS Price for the Vehicle [Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]	\$0.00
4.6	Number of Vehicles [This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]	
4.7	Total Price for Mini-Bid [Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]	Enter Pricing

Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid

1.0	General Questions (Pre-Existing)	Contractor Response
1.1	Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? [Click on yellow box and use drop-down menu] (Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected).	Yes

1.2	Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see Section 2.42 Procurement Method, Paragraph G Timeframe for Offers in Mini-Bids)? <i>[click on yellow box and use drop-down menu]</i>	Yes
2.0	Additional Information (Pre-Existing)	
2.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
	N/A	
3.0	Vehicle Price Worksheet (Pre-Existing)	

[If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles)].

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium
001	2024	Chevrolet	Traverse	1LE56	Sterling Gray	Black
002	2024	Chevrolet	Traverse	1LE56	Sterling Gray	Black
003						
004						
005						
006						
007						
008						
009						
010						
011						
012						
013						
014						
Award# 23166				Bidder		

3.0

Vehicle Price Worksheet (Pre-Existing)

If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXXX-PC72345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles).

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium	Cloth	FWD	Gasoline	\$41,500.00	5.00	\$39,425.00	\$1,500.00	\$40,925.00
001	2024	Chevrolet	Traverse	1LE56	Sterling Gray	Black	Cloth	AWD	Gasoline	\$41,830.00	2.00	\$40,993.40	\$6,725.00	\$47,718.40
002	2024	Chevrolet	Traverse	1LE56	Sterling Gray	Black	Cloth	AWD	Gasoline	\$41,830.00	2.00	\$40,993.40	\$6,725.00	\$47,718.40
003														
004														
005														
006														
007														
008														
009														
010														
011														
012														
013														
014														
015														
Total Price for Mini-Bid													\$95,436.80	
Total Pre-Existing Vehicles Offered														2

Albany County Request for Contract Approval

Contract #	2025-2732
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	State Contract
Department	A1170 - Public Defender
Date Submitted	Friday, January 24, 2025
Contact Person	Bulatao, Keith
Contact Phone	+1 5184477771
Vendor Info	Thomson Reuters 610 Opperman Drive, Eagan, MN 55123
Estimated Amount	\$30,605.00
Estimated Term	3/1/2025 to 2/29/2028
Scope of Services	This three-year subscription for CLEAR software will assist the Public Defender's Office criminal investigators in their investigations in defense of the Office's criminal clients. The Public Defender's Office will be able to accelerate investigations confidently through a vast collection of public and proprietary records with CLEAR's online investigation software.
Budget Line Item	AA1170 - 44046 - 10000
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

STEPHEN W. HERRICK
PUBLIC DEFENDER

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

January 24, 2025

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

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

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

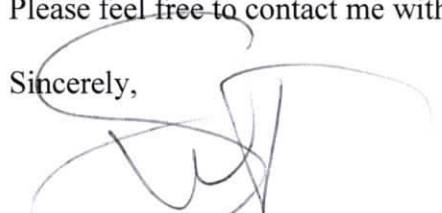
Dear County Executive McCoy, Clerk Hidley, and Chairwoman Cunningham:

On behalf of the Public Defender's Office, I am requesting authorization of a three-year CLEAR software agreement with Thomson Reuters. CLEAR will assist the Public Defender's Office criminal investigators in their investigations in defense of the Office's criminal clients. The Public Defender's Office will be able to accelerate investigations confidently through a vast collection of public and proprietary records with CLEAR's online investigation software.

This software subscription, with a term of March 1, 2025 through February 29, 2028, will be 100% state-funded by the Public Defender's Aid To Defense – Discovery Reform grant through New York State Division of Criminal Justice Services.

Please feel free to contact me with any questions.

Sincerely,


Stephen W. Herrick
Public Defender



Thomson Reuters™

Order Form

Order ID:Q-09068132

Contact your representative erik.harrison@thomsonreuters.com with any questions.
Thank you.

Subscriber Information

Sold To Account Address

Account #: 1005958585
ALBANY COUNTY PUBLIC DEFENDER
112 STATE ST
ALBANY NY 12207-2012 US

“Customer”

Shipping Address

Account #: 1005958585
ALBANY COUNTY PUBLIC
DEFENDER
112 STATE ST
ALBANY NY 12207-2012 US

Billing Address

Account #: 1005958585
ALBANY COUNTY PUBLIC DEFENDER
112 STATE ST
ALBANY, NY 12207-2012 US

This Order Form is a legal document between Customer and

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

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

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ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
41308780	CLEAR Proflex	\$809.00	36

Minimum Terms

Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Miscellaneous

The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

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

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

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

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

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

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: Q-09068132

ACKNOWLEDGEMENT Q-09068132

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

✕

Signature of Authorized Representative for order

✕

Title

✕

Printed Name

✕

Date

This Order Form will expire and will not be accepted after 2/28/2025 CT.

 Thomson Reuters™	Attachment Order ID:Q-09068132 Contact your representative erik.harrison@thomsonreuters.com with any questions. Thank you.
--	--

Order ID: Q-09068132

Payment, Shipping and Contact Information

Payment Method:

Payment Method: Bill to Account

Account Number: 1005958585

This order is made pursuant to: New York OGS Contract No. PC69955: Internal use only (NYMS)

Order Confirmation Contact (#28)

Contact Name: Kimbrough, Kelly

Email: kelly.kimbrough@albanycountyny.gov

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1005958585	ALBANY COUNTY PUBLIC DEFENDER	112 STATE ST ALBANY NY 12207-2012 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	41308780	CLEAR Proflex
4	Seats	41448992	CLEAR for Government Fraud
2	Seats	41913616	CLEAR Criminal Justice Arrest Gateway PRO Add Seat
500	Alerts	41343547	CLEAR Alerting Pro Addon

Account Contacts			
Contact Name		Email Address	Customer Type Description
Kelly	Kimbrough	kelly.kimbrough@albanycountyny.gov	CLEAR PRIMARY CONT
Kelly	kimbrough	kelly.kimbrough@albanycountyny.gov	EML PSWD CONTACT
Kelly	Kimbrough	kelly.kimbrough@albanycountyny.gov	CLEAR PRIMARY CONT
Kelly	kimbrough	kelly.kimbrough@albanycountyny.gov	EML PSWD CONTACT

IP Address Information					
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
0.0.0.0					
0.0.0.0					

Charges During Minimum Term										
Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
41308780	CLEAR Proflex	\$809.00	5.00	\$849.45	5.00	\$891.92	N/A	\$N/A	N/A	\$N/A

Charges During Minimum Term

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

Albany County Request for Contract Approval

Contract #	2025-2814
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	None
Department	A6119 - Children, Youth & Families
Date Submitted	Friday, February 28, 2025
Contact Person	McNelis, Scott
Contact Phone	518-447-7306
Vendor Info	St Anne Institute 160 No. Main Avenue, Albany, NY 12206
Estimated Amount	\$30,000.00
Estimated Term	4/1/2025 to 3/31/2026
Scope of Services	Specialized Independent Living Skill Services as per the Chafee Act for 20 slots at a monthly cost of \$2500 and a total contract not to exceed \$30,000.
Budget Line Item	AA6119 - 44046 -
Fiscal Impact	County: 8.00% State: 12.00% Federal: 80.00%
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

MICHAEL P. MCLAUGHLIN
Deputy County Executive

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

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

FROM: Scott McNelis
Contract Administrator

RE: Contract Request for St. Anne Institute for the Provision of Specialized
Independent Living Skills Services as per the Chafee Act

DATE: February 26, 2025

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contract for St. Anne Institute for the Provision of Specialized Independent Living Skills Services as per the Chafee Act. The terms of the contract are April 1, 2025 through March 31, 2026 for an amount not to exceed \$30,000.

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

Enclosure

The Department for Children, Youth and Families

Justification for Contract Renewal Authorization with St. Anne Institute, Inc. for the Provision of Specialized Independent Living Skills Services as per the Chafee Act.

The Department for Children, Youth and Families respectfully requests Contract Administration Board approval for Albany County to enter into a contractual renewal agreement with St. Anne Institute for the Provision of Specialized Independent Living Skills Services as per the Chafee Act. The requested contract term will be April 1, 2025 – March 31, 2026 in the amount not to exceed \$30,000. This is the first of two (2) annual renewal options.

The Department issued a Request for Proposals for Specialized Independent Living Skills Services as per the Chafee Act. *RFP-2023-046* on April 6, 2023. There was only one proposer who responded to this RFP—St. Anne Institute (SAI). SAI will provide Specialized Independent Living Skill Services as per the Chafee Act to serve 12-15 youths at a monthly cost of \$2500 and a total contract not to exceed \$30,000.

Research shows that children aging out of the foster care system are at increased risk of poverty, homelessness, addiction and incarceration in the adult system. Furthermore, these youth more often than not are left to fend on their own, attempting to locate affordable housing, find employment and navigate through the complex maze of the local social services system.

In recognition of the need to do a better job in creating a supportive bridge to adulthood, the Chafee Act was passed into law by the federal government in 1999. The primary goal of the Chafee Act is to help former foster children between the ages of 18 and 21 years of age to continue their education, obtain employment skills, and continue the development and utilization of necessary life skills to successfully transition to self-sufficiency. Chafee legislation mandates that local districts maintain “supervision” of these youth until their 21st birthday. Supervision includes maintaining caseworker contacts and linking the youth to appropriate resources.

SAI is required to participate in each youth transitional plan meeting at age 17 years 6 months and maintain at least bi-monthly face-to-face contact with the youth until discharge, unless otherwise approved by THE DEPARTMENT’S case managers’ supervisor.

SAI will provide:

- An individualized case management model for the population of youth identified (18-21) with an emphasis on capacity to assist youth in securing stabilized housing, health insurance, medical care, educational/vocational/employment linkages, mental health supports, substance abuse services as necessary in order to maintain successful self-sufficiency;
- a comprehensive menu of service options which include individualized meetings;
- emergency supports available to the youth 24 hours a day, 7 days per week

Service Area Goals:

- 90% of youth will be engaged face to face prior to and/or on the day of discharge from foster care
- 90% of youth will be successfully engaged in an educational/vocational/employment program within one month of discharge
- 90% of youth will be able to identify two (2) natural supports in the community who can be used in times of a crisis and when after care services end
- 90% of youth will have stable and safe housing within one month of discharge
- 90% of youth will maintain stable and safe housing for at least six consecutive months

Albany County Request for Contract Approval

Contract #	2025-2829
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	State Contract
Department	A1680 - Information Services
Date Submitted	Monday, March 3, 2025
Contact Person	Alderson, Patrick
Contact Phone	+1 5184473033
Vendor Info	Carahsoft Technology Corporation 11493 Sunset Hills Road, Suite 100, Reston, VA 20190
Estimated Amount	\$54,632.52
Estimated Term	4/1/2025 to 3/31/2026
Scope of Services	Keeper Software Services and Support Keeper - PAM Bundle - Keeper PAM Bundle containing Keeper Enterprise Base, AdvancedReporting and Alerts, BreachWatch, Compliance Reporting, 1TB Total pooled storage - Annual Fee Supprt Platinum Plan includes the following for up to 400 users: Unlimited Email, Unlimited Automated Chat, Unlimited Live Chat and Unlimited Phone Calls
Budget Line Item	AA1680 - 44021 - 10000
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

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

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

March 3, 2025

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

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

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

Dear Contract Administration Board Members,

The Division of Information Services is requesting authorization to purchase Keeper Software Services and Support from Carahsoft Technology Corporation. Keeper PAM Bundle secures and manages access to our critical resources, including servers, web apps, databases, etc. This product is available on GSA Schedule 47QSWA18D008F.

Thank you for your consideration.

Sincerely,

Patrick Alderson/spg
Patrick Alderson

Attachments

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft

TO: Harit Garg
Information Security Analyst
Albany County
112 State Street, Room 500
Albany, NY 12207 USA

FROM: Kevin Mason
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: harit.garg@albanycountyny.gov

EMAIL: Kevin.Mason@carahsoft.com

PHONE: (518) 447-4960

PHONE: (703) 581-6590

FAX: (703) 871-8505

TERMS: GSA Schedule No: 47QSWA18D008F
Term: August 22, 2018 - August 21, 2028
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Business Size: Other than Small
Sales Tax May Apply

QUOTE NO: 52800661
QUOTE DATE: 02/21/2025
QUOTE EXPIRES: 03/23/2025
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$54,632.52
TOTAL QUOTE: \$54,632.52

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
1	KEEPER-PAM-BUNDLE	Keeper - PAM Bundle - Keeper PAM Bundle containing Keeper Enterprise Base, Advanced Reporting and Alerts, BreachWatch, Compliance Reporting, 1TB Total pooled storage - Annual *12 Month Term Length Keeper Security, Inc. - KEEPER-PAM-BUNDLE	LIST: \$70.00 GSA: \$69.12	\$25.16 GSA	2,000	\$50,320.00
2	Platinum-Support-Commercial	** OPEN MARKET LINE ITEM*** Support Platinum Plan - Commercial *12 Month Term Length Support Platinum Plan Includes the following for up to 400 users: > Unlimited Email > Unlimited Automated Chat > Unlimited Live Chat > Unlimited Phone Calls Keeper Security, Inc.	LIST: \$3,000.00	\$1,078.13 OM	4	\$4,312.52
SUBTOTAL:						\$54,632.52
TOTAL PRICE:						\$54,632.52
TOTAL QUOTE:						\$54,632.52

** Keeper will honor this discount/pricing for the two subsequent renewals

Keeper's end user Terms of Use at <https://www.keepersecurity.com/termsofuse.html>

Albany County Request for Contract Approval

Contract #	2025-2810
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Friday, February 28, 2025
Contact Person	Stover, Thomas
Contact Phone	+1 5184473020
Vendor Info	ESCO, Inc. 12 Burdick Dr., Albany, NY 12205
Estimated Amount	\$26,775.00
Estimated Term	3/15/2025 to 3/14/2026
Scope of Services	Install Two New Bryant 4 Ton roof mounted units with ultra-low leak economizer with gas heat to replace the existing mounted on new curb adaptors.
Budget Line Item	CAPIT - HHX0 -
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.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

February 28, 2025

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,

Department of General Services requests authorization for a contract with ESCO, Inc. as the lowest bidder for two RTUs at 224 South Pearl Street.

Both units are from 2007 and are nearing their normal life expectancy. Both units are functioning at less than fifty percent and needed repair cost supports replacement.

Not to exceed total of \$26,775.00 includes the base bid of \$25,500.00 and a 5% contingency allowance of \$1,250.00. Services. Replacement of these units is included in the 2024 Capital Budget and costs will be covered under Bond HHX0 Res No 10 of 2023 dated 2/13 2023.

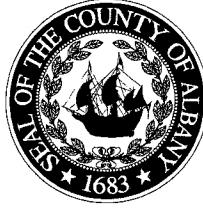
The term of this agreement will be March 15, 2025 – March 14, 2026.

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: February 28, 2025

Re: Quotes for replacing two RTUs at 224 South Pearl Street

DGS collected three quotes for replacing two 4 ton RTUs at 224 South Pearl Street. Reviewing the three quotes I recommend awarding the contract to ESCO, Inc. as the lowest quote at \$25,500 with a 5% contingency allowance of \$1,275.

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: February 28, 2025

RE: Replacing two (2) RTU's at 224 South Pearl Street

I am in receipt of your recommendation to award the above mention quote to ESCO, Inc. in the amount not to exceed \$26,775.00

As you have received the proper number of quotes under the Public Works threshold I approve your recommendation to ESCO, Inc.

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



"Dedicated to Excellence for 39 years"

12 BURDICK DRIVE ALBANY, NY 12205

(518) 482-0375 FAX (518) 482-0398

February 24th 2025

224 S. Pearl St, Albany
Board Of Elections

(2) RTU replacements

Install Two New Bryant 4 Ton roof mounted units with ultra-low leak economizer with gas heat to replace the existing mounted on new curb adaptors.

To Include:

- Transportation and delivery of 4 Ton roof top units
- Removal, transportation, and disposal of the existing roof top units
- New curb adaptors installed
- New RTU's set on a curb adaptor with crane service
- New low leak economizers installed
- Connect to existing electric
- Connect to existing gas piping
- Startup test and check for proper operation

Price for parts and labor \$25,500

Please Sign or Give PO for Approval _____

Tim Goard/ESCO Inc.

ECKERT MECHANICAL LLC.

49 Sicker Rd
Latham, NY 12110

Phone: 518-459-4116
Fax: 518-459-1208

Subject:

DATE:

JOB :

Quote: 2025-043

2/24/2025

39025

Job Name: **Replacement of two Carrier Roof Top Units at 224 South Pearl Street**

Attn: **Thomas Stover**

Description: **Remove and properly dispose of two carrier rooftop units replace with Carrier / Bryant Units**

A – Carrier - Model Number 48PGMC05BD-50-H3 Serial Number 4607G10010

C – Carrier - Model Number 48PGMC05BD-50-H3 Serial Number 4607G10011

Local Controls only as Per Facilities

Contact: **Russell Lincoln**

Page #

1 of 1

Quantity	Description	UNIT	EXTENDED	LABOR	EXTENDED
2	Remove and Dispose of two existing Carrier RTU's	\$145.00	\$290.00	6	12
2	Furnish and Install Two RTU's in kind and size with Economizers	\$7,963.20	\$15,926.40	12	24
2	Roof Curb Adaptors as needed	\$1,791.22	\$3,582.43	4	8
2	Programable Thermostats and Local Control	\$365.00	\$730.00	4	8
2	Crane and Rigging Services	\$2,250.00	\$4,500.00	1	2
2	Start Up and Unit Commissioning	\$100.00	\$200.00	2	4
0	Trips Travel / Per Day	\$85.00	\$0.00	0	0
58.00	SUPERVISION Site Trip to measure for fabrication			0.045	2.61
	Total Parts and Labor Hours		\$25,228.83		60.61
	Material and Subcontractor Mark up	20%	\$5,045.77		
	Total Material / Subcontractors with Mark Up		\$30,274.60		
60.61	Labor Hours Time Rate	\$125.00			\$7,576
	Fee, Mark Up Labor, Tool, Truck and Insurance Charges	0%			\$0
	Total Labor Charges				\$7,576
	Subtotal All Material, Subcontractor and Labor Charges				\$37,851
	Taxable or Non Taxable	0%			\$0
	TOTAL INSTALL				\$37,851

12. Site cleanup
13. Albany County will be responsible for the coordination and payment of any permits for shutting down a lane on Rensselaer Street to accommodate crane placement

Normal Business Hours-Parking Lot Pick

\$44,689.58

1. Shutdown and isolate the failed two (2) RTU's
2. Disconnect electrical, controls, gas supply piping and mounting
3. Utilizing a crane, remove the failed RTU's and dispose
- 4 Reclaim refrigerant from within the cooling circuits and dispose
5. Prepare the existing building curb to accommodate the new Carrier RTU's and Curb adapters
6. Furnish and set two (2) new curb adapters and RTU's into place and secure
7. Modify and extend gas, electrical and controls, and connect to the new units, using new electrical disconnect switches
8. Field install the condenser hail guards, smoke sensor and tubing (smoke sensor wiring will be by others)8725
9. Assemble the ultra-low leak economizer
10. Furnish and install a new thermostat for each unit
11. Perform startup and report operations
12. Site cleanup

After Hours-Saturday-Parking Lot Pick

\$48,615.18

1. Shutdown and isolate the failed two (2) RTU's
2. Disconnect electrical, controls, gas supply piping and mounting
3. Utilizing a crane, remove the failed RTU's and dispose
- 4 Reclaim refrigerant from within the cooling circuits and dispose
5. Prepare the existing building curb to accommodate the new Carrier RTU's and Curb adapters
6. Furnish and set two (2) new curb adapters and RTU's into place and secure
7. Modify and extend gas, electrical and controls, and connect to the new units, using new electrical disconnect switches
8. Field install the condenser hail guards, smoke sensor and tubing (smoke sensor wiring will be by others)8725
9. Assemble the ultra-low leak economizer
10. Furnish and install a new thermostat for each unit
11. Perform startup and report operations
12. Site cleanup

Our proposal excludes the following:

1. Overtime hours of any kind.
2. Parts and/or materials not listed.
3. Performance and/or operation of related systems or equipment.
4. Labor to install equipment, parts, and/or materials of any kind not listed.
5. Any and/or all cutting, masonry, painting, patching, carpentry, roofing, asbestos abatement, drop ceiling work labor, and/or materials of any kind.

I trust you will find this proposal meets your requirements and standards. It is our company's goal to meet your needs and provide you with the best possible service. If you should have any questions or require additional information on the above, please do not hesitate to contact us.

Respectfully,
Joshua M. Keating
BPI Mechanical Service, Inc.

A Fund General Services Capital Projects

County Facility Roof Renovations

Project Number: B2302

Debt Account: _____

The purpose of this project is to address the ongoing needed repair / restoration to the roofs of various County owned properties. We are proposing this plan to address the overall concern over the necessary maintenance.

Amendment(s): _____

Project Status:	New	1 Existing	Amended	Continual	Completed			
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	-	1.500	0.500	0.500				2.500
State								-
Federal								-
Other								-
Total Project Cost	-	1.500	0.500	0.500	-	-	-	2.500

Various Mechanical Upgrades & Improvements

Project Number: B2303

Debt Account: _____

As part of our efforts to maintain any/all existing facilities, this project will address any mechanical repairs to our existing properties. These improvements will generally include, but not be limited to, all HVAC repairs, all energy management system improvements, all chiller repairs, and all electrical repairs. Improvements will generally have a useful life of 7 – 12 years.

Amendment(s): 2024-2028 - Amended to clarify scope and increase funding needs.

Project Status:	New	1 Existing	Amended	Continual	Completed			
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	3.000	3.000	3.000	3.000	3.000	1.000		16.000
State								-
Federal								-
Other								-
Total Project Cost	3.000	3.000	3.000	3.000	3.000	1.000	-	16.000

General Services Capital Plan Summary: All Projects

Project Status: 0 New 8 Existing 1 Amended 1 Continual 0 Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	40.709	26.700	12.000	10.000	9.500	2.000	1.000	100.909
State	(1.352)	(1.259)	(0.797)	(0.835)	(0.879)	(0.923)	(14.245)	(20.290)
Federal	-	-	-	-	-	-	-	-
Other	(0.068)	-	-	-	-	-	-	(0.068)
Total Project Cost	39.289	25.441	11.203	9.165	8.621	1.077	(13.245)	80.551

RESOLUTION NO. 10

**BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK,
AUTHORIZING VARIOUS CAPITAL PROJECTS FOR THE DEPARTMENT
OF GENERAL SERVICES, STATING THE ESTIMATED MAXIMUM COST
THEREOF IS \$11,500,000, APPROPRIATING SAID AMOUNT THEREFOR,
AND AUTHORIZING THE ISSUANCE OF \$11,500,000 OF SERIAL BONDS
OF SAID COUNTY TO FINANCE SAID APPROPRIATION**

Introduced: 2/13/23

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 County facility roof renovations to various County owned properties, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County’s 2023-2027 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 costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,500,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,500,000 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 \$1,500,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,500,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the “Law”), is twenty-five (25) years.

Section 2. The County is hereby authorized to undertake various capital projects consisting of various building upgrades and improvements, such upgrades and improvements to include office modernization and upgrades prior to relocations (fit-up costs and office build out), pre and post site work, design fees, various internal and external upgrades and elevator modernizations, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County’s 2023-2027 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

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

Section 6. 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 7. 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 8. 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 9. 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.

*Joyce, R. Joyce, Lekakis, Lockart, Mauriello, McLean Lane, Miller, Perlee, Plotsky,
Reidy, Reinhardt, Ricard, Simpson, Smith, Tunny, Ward and Whalen – 28*

Those opposed – 0

Resolution was adopted – 2/13/23

Albany County Request for Contract Approval

Contract #	2025-2816
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	State Contract
Department	A1164 - Unified Court
Date Submitted	Friday, February 28, 2025
Contact Person	Stover, Thomas
Contact Phone	+1 5184473020
Vendor Info	GP Flooring Solutions 32 Marway Circle, Gates, NY 14624
Estimated Amount	\$87,101.39
Estimated Term	4/1/2025 to 3/31/2026
Scope of Services	Judicial Center 4th floor, GP Flooring Solutions will remove existing carpet, prep sub flooring and supply and install new Shaw 24x24" carpet tiles with new 4" vinyl wall base.
Budget Line Item	AA1164 - 4046 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

February 28, 2025

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 requests authorization of an agreement with GP Flooring Solutions pursuant to their award, Shaw PC69411 (rev. 6/30/2023) OGS NYS contract.

Under this contract, GP Flooring Solutions will remove existing carpet, prep sub flooring and supply and install new Shaw 24x24" carpet tiles with new 4" vinyl wall base.

This contract has a not to exceed cost of \$87,101.39

The term of this agreement will be April 1, 2025 – March 31, 2026.

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.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: February 28, 2025

Re: Carpet Installation for Judicial Center 4th Floor

DGS solicited a quote for carpet installation from GP Flooring Solutions pursuant to their award Shaw PC69411 (rev. 6/30/2023) OGS NYS contract. As quoted, DGS recommends proceeding to contract.

Under this contract, GP Flooring Solutions will remove existing carpet, prep sub flooring and supply and install new Shaw 24x24" carpet tiles with new 4" vinyl wall base. Please see quotes and supporting paperwork attached.

This contract has a not to exceed cost of \$87,101.39

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

DML:tas



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David Latina, Commissioner
Department of General Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: March 3, 2025

RE: Carpet Installation for Judicial Center 4th Floor

I am in receipt of your recommendation to award the aforementioned to GP Flooring Solutions in the amount of \$87,101.39.

As all materials and labor for this project are covered under NYS OGS Contract # PC69411, I have no objection to your recommendation.

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



GP Flooring Solutions
Headquarters
32 Marway Circle
Gates, NY 14624

(800) 832-3550

Proposal

For:

Albany County
112 State Street, Room 940
Albany, NY 12207

Job Site:

Albany County Judicial Center - **4th Floor DA Offices**
6 Lodge Street
Albany, NY 12207
Contact: David Quinn 518 487-5361

Proposal # 25878
Customer PO
Contract # PC70142
Date 2/27/2025
Sales Person Don Antonangeli
Designer

Type		Quantity	Product Description	Color / Item Number	Price	Total
Carpet	Mat	1071 SqYd	Shaw Shape Tile (5T070) - 24x24" Carpet Tile	Range 69755	\$25.74	\$27,567.54
	Lab	1071 SqYd	Carpet Installation	DA Offices - 4th Floor - See Print Albany County Prevailing Rate - Evening Labor 5:00 PM-1:00AM	\$11.35	\$12,155.85
Notes						
Adhesive	Mat	15 Each	Lokworx+ Carpet Tile Adhesive (N5000)	4 Gallon	\$111.53	\$1,672.95
Wall Base	Mat	2160 LnFt	Roppe 700 Series 4" Cove Base (4" x 1/8" x 4")	TBD		
	Lab	2160 LnFt	4" Vinyl Base Installation		\$3.40	\$7,344.00
Notes * Includes removal & disposal of existing 4" wall base.						
Adhesive	Mat	42 Each	XL Stix 4300 Cove Base Adhesive	30 oz tube		
Labor						
	Lab	225 HR	Furniture Moving - Heavy		\$72.00	\$16,200.00
Labor	Mat	1 Each	Rip Machine			
	Lab	892 SqYd	Carpet Demolition (standard)		\$5.97	\$5,325.24
Labor						
	Lab	548 SqFt	LVT/VCT Demolition		\$1.10	\$602.80
Labor	Mat	1 Each	Dumpster - 20/30 cu/yd			
	Lab	892 SqYd	Carpet Disposal		\$1.88	\$1,676.96
Notes * Disposal in GP provided dumpster						
Labor						
	Lab	548 SqFt	LVT/VCT Disposal		\$0.45	\$246.60
Notes * Disposal in GP provided dumpster						
Accessories	Mat	6 Each	CMP Prepstar Cement Based Patch	10 lbs bag		
	Lab	8576 SqFt	Adhesive Removal		\$0.60	\$5,145.60
Notes * Includes patching slab depressions.						
Labor	Mat	7 Each	9050 - Primer	4 Gallon	\$78.20	\$547.40
	Lab	8576 SqFt	Install Floor Primer		\$0.71	\$6,088.96
Transition	Mat	12 LnFt	Flexco #183 (1/4" to 0") Transition Edge Guard			
	Lab	12 LnFt	Transition Installation		\$4.11	\$49.32
Transition	Mat	35 LnFt	Flexco #156 Underslung Transition (35ft # 01 Black Coils)			
	Lab	15 LnFt	Transitions Installation		\$4.11	\$61.65
Transition	Mat	12 LnFt	Flexco # 167 carpet to tile transition	# 01 Black		
	Lab	12 LnFt	Transitions Installation		\$4.11	\$49.32
Labor						
	Lab	1 Each	Mobilizations (3)			

Continuation For: Albany County, Proposal # 25878

Type	Quantity	Product Description	Color / Item Number	Price	Total
Unclassified Mat	1 Each	Freight - Shaw to GP		\$2,367.20	\$2,367.20

Information

- * All materials and labor pricing set at or below **Shaw PC70142** of the NYS Contract.
- * Phased labor to be completed during evening hours (M-F) @ Albany County Prevailing Rate.

Contract Total	\$87,101.39
Sales Tax	
Grand Total	\$87,101.39

Exclusions : Skim Coating, Self Leveling, RH Testing & Mitigation, Wall Repair, Overtime Hours.

Additional Conditions

Federal ID #16-6330058, NYS WBE-59659

We are pleased to present this confidential proposal for review by you and your organization. Work to be done M-F during normal working hours unless otherwise noted. If furniture is to be moved, electronics should be unplugged and any loose personal items should be put in a box on the desk top. Loose boxes, shoes, etc. on the floor should be removed and placed on the desk top as well.

The proposal does not include ACM abatement work or any provisions for ACM in the work area. If an abatement is taking place prior to this work, please ensure that all abatement chemicals and residue are removed. The chemicals can have an adverse effect on the flooring materials.

Payment terms are net 30 unless otherwise noted. Due to the tariffs that have been implemented - certain product pricing may change after this proposal has been written. Please confirm pricing prior to executing any agreement or purchase order. Proposal expires 45 days from date of issuance.

Buyer _____ Date _____

Seller _____ Date _____