

Albany County Request for Contract Approval

Contract #	2025-2942
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	Sole Source
Department	A3110 - Sheriff
Date Submitted	Thursday, April 10, 2025
Contact Person	Harris, Tina
Contact Phone	+1 5184875435
Vendor Info	Readiness Network, Inc. 338 Raleigh Street, Holly Springs, NC 27540
Estimated Amount	\$50,000.00
Estimated Term	4/15/2025 to 4/14/2026
Scope of Services	Leadership and Human Performance e-Learning modules for all personnel within the Albany County Sheriff's Office.
Budget Line Item	AA3110 - 44046 - 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

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

Date: April 10, 2025
To: Contract Administration Board (CAB)
From: Craig D. Apple Sr., Sheriff
Subject: Subscription Contract (Contract Request 2025-2942)

Briefly, this request is to enter into an agreement with Readiness Network, Inc. for (1) one year with (2) two (1) one-year renewal options. The cost is not to exceed (50,000) Fifty thousand per year. Readiness Network, Inc. will provide agency foundation in leadership, ethics, emotional intelligence, communications & strategic decision making.



**Emerging Leaders Program & MAGNUS Leader APP
SaaS SUBSCRIPTION CONTRACT**

**READINESS NETWORK, INC.,
d/b/a INTERNATIONAL ACADEMY OF PUBLIC SAFETY
d/b/a NATIONAL COMMAND AND STAFF COLLEGE**

AGREEMENT made and entered into this the _____ day of _____ 2025, by and between Albany County Sheriff's Office, 16 Eagle Street, Albany, NY 12207 (the "AGENCY") and Readiness Network Inc., d/b/a "International Academy of Public Safety," "d/b/a National Command & Staff College", 338 Raleigh Street, Holly Springs, North Carolina 27540 (the "READINESS").

The AGENCY hereby enters into this Agreement for services with READINESS, in consideration of and pursuant to the terms and conditions set forth herein:

1. This SaaS Agreement includes the following offerings. It provides significant discounts.

Offering # 1: Leadership and Human Performance e-Learning Modules Delivered Through a Customized Learning Management System (LMS) - Valued at \$50,000 for one year with option to renew for additional years

Provide unlimited 24/7 access to the e-learning modules listed below via a customized Learning management System for all personnel at the Agency for the terms of agreement. The system will provide compliance on participation, reporting and certificates of completion.

The modules provide a comprehensive foundation in leadership principles, ethics, emotional intelligence, communication, and strategic decision-making. Designed for professionals at all levels, these courses help individuals enhance their leadership skills, improve team dynamics, and navigate complex organizational challenges.

The modules will elevate leadership capabilities across all **Agency departments**, ensuring that employees at every level are equipped with the skills needed to

navigate complex challenges, enhance collaboration, and drive operational excellence. This program provides a **comprehensive foundation** in **leadership principles, ethics, emotional intelligence, communication, and strategic decision-making**, all of which are critical for delivering high-quality public services.

By implementing this program agency-wide, employees will gain **practical tools to strengthen teamwork, improve decision-making under pressure, and foster a culture of accountability and continuous improvement.** Supervisors and managers will develop **adaptive leadership strategies**, ensuring they can effectively manage personnel, resolve conflicts, and lead with confidence in times of crisis or transition. Additionally, frontline employees will benefit from **enhanced communication skills, problem-solving techniques, and resilience training**, helping them perform at their best while maintaining well-being in demanding roles.

The completion of the Leadership Courses will produce 6. hrs. of Upper Division Undergraduate College Transfer, nationwide through American Council on education. To see a listing of universities in Texas honoring the transfer, [go here](#).

ACE Credit Recommendation & Competencies

Upper-Division Baccalaureate 3	Police Science
Upper-Division Baccalaureate 3	Organizational Leadership

Leadership Fundamentals & Principles • Leadership Principles and Concepts (1 Hr.) • Leadership and Ethics (5 Hrs.) • Leadership and Change (1 Hr.) • Personal Leadership (2 Hrs.) • Leadership and Power (1 Hr.) • Leadership Theories (2 Hrs.) • Moral Compass (6 Hrs.) Historical & Military Leadership Insights • Lincoln on Leadership (7 Hrs.) • Military Leadership (1 Hr.) • Cyrus on Leadership (1 Hr.) Supervisory & Organizational Leadership • 1st Line and Mid-Level Supervision (1 Hr.) • Human Capital Management (1 Hr.) • Managing Personnel Performance (2 Hrs.)	Emotional Intelligence & Communication • Active Listening (1 Hr.) • Effective Communication (1 Hr.) • Practical Emotional Intelligence (2 Hrs.) • Proactive Communication (2 Hrs.) • Conflict Management (2 Hrs.) • Emotional Intelligence (1 Hr.) • Change and Positive Emotional Intelligence (1 Hr.) • Self-Management Skills (10 Hrs.) Influential & Ethical Leadership • Authentic Leadership (1 Hr.) • Servant Leadership (2 Hrs.) • Credible Leadership (2 Hrs.) • Effective Leadership (2 Hrs.) • Reflective Leadership (1 Hr.) • Action Leadership (1 Hr.) Culture, Diversity & Team Development • Generations (2 Hrs.)
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Strategic & Adaptive Leadership • Adaptive Leadership (2 Hrs.) • Adaptive Decision Making (1 Hr.) • Building a Professional Culture (2 Hrs.) Visionary & Transformational Leadership • Good to Great (1 Hr.) • Making Vision Statements Intentional (1 Hr.) • Legacy Leadership (1 Hr.) Toxic & Ethical Challenges in Leadership • Toxic Leadership (1 Hr.) • Implicit Bias (4 Hrs.) Leadership Certifications & Mastery • Leadership Theories & Practices Certification • Leadership Application & Advancement Certification • Leadership Competency & Mastery Certification (40 Hrs.)	• Cultural Diversity (1 Hr.) • Community Leadership (1 Hr.) • Leadership and Customer Service (2 Hrs.) • Team and Organization Development Skills (10 Hrs.) Books & Case Studies in Leadership • It's Your Ship (5 Hrs.) • It is Our Ship (10 Hrs.) • Authentic and Deliberate Leadership: The West Point Way (40 hrs.) Advanced Problem-Solving & Decision-Making • Problem-Management and Opportunity Leveraging (10 Hrs.) • Versatility Skills (10 Hrs.)
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***Offering # 2: MAGNUS LEADER APP - - Fee waived for this offer
- 3 years Commitment***

Provide unlimited 24/7 access to the MAGNUS Leader Application available to iOS and Google stores for all personnel at the Agency for the terms of agreement.

The **MAGNUS Leader App** is a cutting-edge mobile platform designed to train and develop agency municipalities using the **11 Rings of Performance & Well-Being**. This cost-effective solution provides agency managers and municipal leaders with on-demand access to leadership training, resilience-building strategies, and practical tools to enhance performance across departments.

The 11 Rings of Performance & Well-Being:

1. **Relationship Development** – Strengthening relationships and trust within teams and communities.
2. **Family Dynamics** – Understanding the impact of family dynamics on leadership and decision-making.
3. **Spiritual being** – Embracing mindfulness and purpose-driven leadership.
4. **Mental Toughness** – Cultivating mental toughness for high-stakes decision-making.



MAGNUS Leader APP IOS

5. **Emotional Factors** – Developing emotional intelligence for effective leadership.
6. **Physical Health Optimization** – Prioritizing physical health and well-being to sustain peak performance.
7. **Resilience Fitness** – Strengthening resilience to navigate adversity and change.
8. **Financial Stability**– Enhancing financial stability and fiscal responsibility within leadership roles.
9. **Occupational Fulfillment** – Fostering job satisfaction, purpose, and engagement in the workplace.
10. **Leadership Capacities** – Developing strong leadership capabilities that inspire teams.
11. **Social Connection** – Building social capital and fostering meaningful professional networks.



MAGNUS LEADER APP ANDROID

Offering # 3: Four Days (4-days) of Dr. Mitch Javidi's Teaching – Fee waived for this offer

As part of this agreement, Dr. Javidi will be offering a total of **four (4) days** of teaching at the AGENCY focused on high-performance leadership principles, resilience, and well-being.

2. The subscription is for 3-years at the cost of \$50,000 for one year with the option to renew for additional year(s) - PAYMENT TERMS - Payments are due NET 30 days and will be processed through ACH. Alternatively, credit card payments may be accepted, but will be subject to 6% processing fee as passed on by the banking institution. Course offerings will be invoiced based upon the following schedule:

\$50,000 due Upon proposal approval

3. READINESS agrees to indemnify and hold the AGENCY, its officers, agents and employees, harmless from and against all actions, suits, damage, liability or other proceedings that may arise as the result of READINESS's deliverables and performance of services hereunder. This section does not require READINESS to be responsible for or defend against claims or damages arising solely from errors or omissions of the AGENCY, its officers, agents or employees. READINESS's obligations under this provision survive termination of this Agreement.

4. READINESS, always during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types naming AGENCY as an additional insured on the policy and with the limits as follows:

A. Commercial General Liability Insurance:

READINESS shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If

such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

READINESS agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit of not less than \$1,000,000.

D. Worker's Compensation Insurance:

READINESS shall procure and maintain workers' compensation and employers' liability insurance as required by applicable state law.

Before beginning work under this Agreement, READINESS shall furnish the AGENCY with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, READINESS agrees to provide immediate notice to the AGENCY and provide a new certificate of insurance showing continuous coverage in the amounts required. READINESS shall furnish copies of insurance policies if requested by the AGENCY.

5. While performing services hereunder, READINESS is an independent contractor and not an officer, agent, or employee of the AGENCY.

6. READINESS agrees to report to the AGENCY any event encountered during performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject READINESS or the AGENCY to liability. READINESS shall report any such event to the AGENCY immediately upon discovery. READINESS's obligation under this section shall only be to report on the occurrence of any event to the AGENCY and to make any other report provided for by their duties or applicable law. READINESS's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-AGENCY communications). Reporting to the AGENCY under this section shall not excuse or satisfy any obligation of READINESS to report any event to law enforcement or other entities under the requirements of any applicable law.

7. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event READINESS breaches any of the terms or conditions hereof, this Agreement may be terminated by the AGENCY at any time with or without notice and will maintain all user data (transcripts and students' records) as well as remote access to the SCORM course for 1 year. If termination for such a default is affected by the AGENCY, any payments due to READINESS at the time of termination may be adjusted to cover any additional costs to the AGENCY because of READINESS's default. If after the AGENCY terminates a default by READINESS it is determined that READINESS was not at fault, then READINESS shall be paid for eligible services rendered and expenses incurred up to the date of termination.

Upon termination, READINESS will terminate the AGENCY's access to the websites and agrees to return all educational programs developed by the AGENCY and any data and information the AGENCY provided READINESS during the term of this Agreement.

8. This Agreement may not be assigned without the express prior written consent of the parties hereto. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

9. READINESS will comply with all federal, AGENCY and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing deliverables and services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

10. READINESS may use subcontractors to perform the services described herein.

11. READINESS acknowledges and agrees that all AGENCY developed software programs, presentations and tests placed on READINESS's servers under the AGENCY's domain name, as well as all other information and data produced or provided by the AGENCY and the Participants accessing the educational software programs under the AGENCY's domain name are the sole property of the AGENCY and will not be used by READINESS in any way without written consent of the AGENCY.

12. READINESS certifies that neither READINESS nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any AGENCY or local government department or AGENCY. READINESS further agrees that it will immediately notify the AGENCY if, during the term of this Agreement, READINESS or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any AGENCY or local government department or AGENCY.

13. It shall be the duty of READINESS to assure that its services and software programs are technically sound and in conformance with all pertinent Federal, AGENCY and local statutes, codes, ordinances, resolutions and other regulations. READINESS shall, without additional compensation, correct or revise any errors or omissions in its work products.

14. While providing deliverables, and performing services under this Agreement, READINESS will not infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. READINESS will not use any trade secrets, or confidential or proprietary information owned by any third party in performing the services related to this Agreement or in delivery of the system. READINESS represents and warrants that neither READINESS nor any other company or individual performing services on READINESS's behalf is under any obligation to assign or give away any work done under this Agreement to any third party.

15. READINESS represents and warrants that it has the full power and authority to grant the rights described in this Agreement without violating any rights of any third party, and that there is currently no actual or threatened suit by any such third party based on an alleged violation of such rights by READINESS. READINESS further represents and warrants that the person executing this Agreement for READINESS has actual authority to bind READINESS to each term, condition and obligation to this Agreement, and that all requirements of READINESS have been fulfilled to provide such actual authority.

16. READINESS represents and warrants that:

- a. READINESS is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.
- b. The execution, delivery and performance of this Agreement has been duly authorized by READINESS and no approval, authorization or consent of any governmental or regulatory AGENCY is required to be obtained for READINESS to enter into this Agreement and perform its obligations under this Agreement.
- c. READINESS is duly authorized to conduct business in and is in good standing in each jurisdiction in which READINESS will conduct business in connection with this Agreement.
- d. READINESS has obtained all licenses, certifications, permits, and authorizations necessary to provide the deliverables and perform the services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of READINESS's deliverables and performance of the services. READINESS will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.
- e. Each subcontractor providing a substantial amount of the services under this Agreement has the financial resources to carry out its duties under this Agreement; and
- f. READINESS's methods of accounting are consistent with generally accepted accounting principles and are capable of segregating costs by stage, segment, or cost objective in order to support change order accounting.

17. Notwithstanding anything in this Agreement to the contrary, neither party shall be liable for any delay or failure to perform under the terms and conditions of this Agreement, if the delay or failure is caused by war, terrorist attacks, riots, civil commotion, fire, flood, earthquake or any act of God, or other causes beyond READINESS's reasonable control. Provided, however, that to be excused from delay or failure to perform, READINESS

must act diligently to remedy the cause of such delay or failure and must give notice to the AGENCY as provided in this Agreement as soon as reasonably possible to explain the length and cause of the delay in performance.

18. The award of this Agreement to READINESS is not in any way an endorsement of READINESS or READINESS's services by the AGENCY and may not be so represented by READINESS in any advertising or public agency materials. READINESS agrees to submit to the AGENCY all advertising, sales promotion, and other public agency relating to this Agreement wherein the AGENCY's name is mentioned, or language is used from which the connection of the AGENCY's name therewith may be inferred or implied. READINESS further agrees not to publish or use such advertising, sales promotion, or public agency without the prior written consent of the AGENCY. READINESS may not in any way contract on behalf of or in the name of the AGENCY, nor may release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Agreement without obtaining the prior written approval of the AGENCY.

19. This Agreement is intended to only to govern the rights and interest of the Parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable by any third party in any matter, civil or criminal.

20. CESSATION OF BUSINESS: READINESS will notify the AGENCY of impending cessation of its business or that of a tiered provider and any contingency plans in the event of notice of such a failure. This includes immediate transfer of any previously escrowed assets and data and AGENCY access to READINESS's facilities to remove and destroy any AGENCY-owned assets and data. READINESS shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the AGENCY. READINESS will provide a fully documented service description and perform and document a gap analysis by examining any differences between its services and those to be provided by its successor. READINESS will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the AGENCY. READINESS will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and impact on the AGENCY, all such work to be coordinated and performed in advance of the formal, final transition date.

21. GOVERNING LAW AND VENUE: This contract shall be interpreted in accordance with the laws of the state of New York and the venue shall be in Albany, NY.

22. NOTICE TO PROCEED: The AGENCY or its designee shall give READINESS notice to proceed on all work. READINESS shall commence the services within ten (10) days after receipt of such notification.

23. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Agency Manager on behalf of the AGENCY, and by Mitch Javidi, Ph. D, on behalf of READINESS, or such authorized designees as either party may from time to time designate in writing.

Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, if notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such a party.

24. If any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

25. The software programs and services to be provided by READINESS under this Agreement are of such a unique nature that READINESS is clearly and justifiably the only practicable source to provide the needed supplies and services resulting in READINESS justifiably being the sole source for the supplies and services provided by and through this Agreement. Through this Agreement, the AGENCY has negotiated the most advantageous price for completion of the project described in the Work Plan.

26. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

27. In Witness, Whereof, the parties signify their agreement effectively the date above first written by the signatures affixed below.

Albany County Sheriff's Office, NY

Readiness Network, Inc.:

BY: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

(DATE)

(DATE)

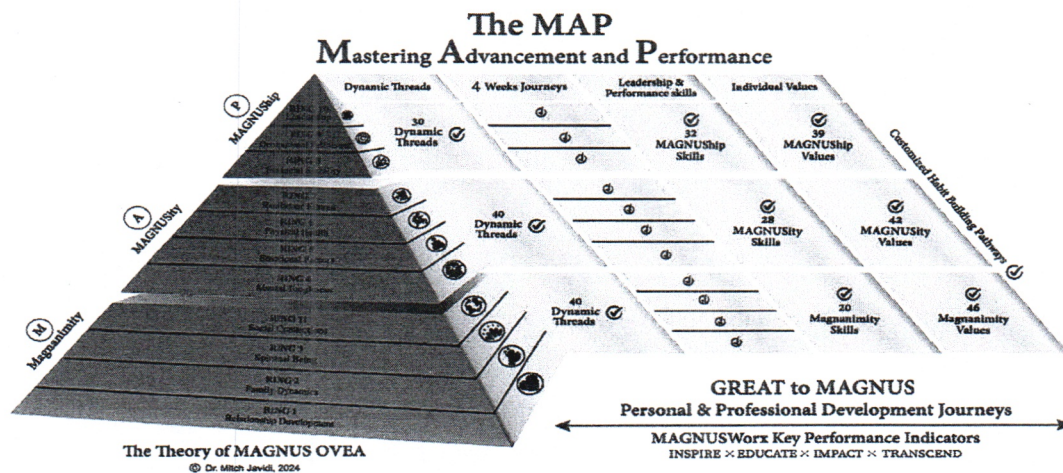


April 6, 2025

From: Dr. Mitch Javidi, President
To: Albany County Sheriff's Office
RE: Sole Developer Certification

I am writing this letter to formally certify that Readiness Network Inc. / dba International Academy of Public Safety/dba National Command and Staff College/dba MAGNUSWorx, 338 Raleigh Street, Holly Springs, North Carolina 27540 is the sole developer and sole-source provider of the following, Copyright 2025.

1. Copyrighted curated content around eleven (11) domains of wellness developed by Subject Matter Experts around the science of MAGNUS OVEA (developed, copyrighted, and sole-sourced by the company) and included in MAGNUSWorx & MAGNUS Leader APPs are sole sources and not available through other providers. This includes the entire MAP of the MAGNUS Theory, including 80 Skills of human and wellness performance with 127 virtues to drive habit-building tools.
- 2.



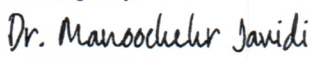
- a. Data collected via by the applications are managed through Knowledge Management Organization (KMO) proprietary pulsing assessments exclusively designed by our professional staff and advisors to understand the well-being of employees and stakeholders based on evidence-based science for human flourishing. All data collected will be processed using the proprietary intellectual property algorithm and safeguarded as a trade secret. The actions, insights, and recommendations are built through machine learning and artificial intelligence developed from our algorithm that drives our Proprietary Natural Language Processing (NLP). The technology of combining MAGNUS OVEA Theory methodologies with our NLP is sole-sourced and not available through other providers.
 - b. The Bulletproof Spirit Wellness e-Learning program, fully developed by the company and included in the APPs, is solely sourced and unavailable through other providers.
 - c. The West Point Leadership e-Learning program, fully developed by the company and included in the applications, is solely sourced and unavailable through other providers.
 - d. The creative arts and usability tools in the applications are programmed using the company's code and are exclusive to these applications.
3. Copyrighted curated Emerging leadership program delivered a customized Learning management System for all personnel. at the Agency for the terms of the agreement. The system will provide compliance on participation, reporting and certificates of completion. The modules provide a comprehensive foundation in leadership principles, ethics, emotional intelligence, communication, and strategic decision-making. Designed for professionals at all levels, these courses help individuals enhance their leadership skills, improve team dynamics, and navigate complex organizational challenges. The completion of the Leadership Courses will produce 6. hrs. of Upper Division Undergraduate College Transfer, nationwide through the American Council on Education. To see a listing of universities in Texas honoring the transfer, [go here](#).

Leadership Fundamentals & Principles • Leadership Principles and Concepts (1 Hr.) • Leadership and Ethics (5 Hrs.) • Leadership and Change (1 Hr.) • Personal Leadership (2 Hrs.) • Leadership and Power (1 Hr.) • Leadership Theories (2 Hrs.) • Moral Compass (6 Hrs.) Historical & Military Leadership Insights • Lincoln on Leadership (7 Hrs.) • Military Leadership (1 Hr.) • Cyrus on Leadership (1 Hr.) Supervisory & Organizational Leadership • 1st Line and Mid-Level Supervision (1 Hr.) • Human Capital Management (1 Hr.)	Emotional Intelligence & Communication • Active Listening (1 Hr.) • Effective Communication (1 Hr.) • Practical Emotional Intelligence (2 Hrs.) • Proactive Communication (2 Hrs.) • Conflict Management (2 Hrs.) • Emotional Intelligence (1 Hr.) • Change and Positive Emotional Intelligence (1 Hr.) • Self-Management Skills (10 Hrs.) Influential & Ethical Leadership • Authentic Leadership (1 Hr.) • Servant Leadership (2 Hrs.) • Credible Leadership (2 Hrs.) • Effective Leadership (2 Hrs.) • Reflective Leadership (1 Hr.) • Action Leadership (1 Hr.) Culture, Diversity & Team Development
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• Managing Personnel Performance (2 Hrs.) Strategic & Adaptive Leadership • Adaptive Leadership (2 Hrs.) • Adaptive Decision Making (1 Hr.) • Building a Professional Culture (2 Hrs.) Visionary & Transformational Leadership • Good to Great (1 Hr.) • Making Vision Statements Intentional (1 Hr.) • Legacy Leadership (1 Hr.) Toxic & Ethical Challenges in Leadership • Toxic Leadership (1 Hr.) • Implicit Bias (4 Hrs.) Leadership Certifications & Mastery • Leadership Theories & Practices Certification • Leadership Application & Advancement Certification • Leadership Competency & Mastery Certification (40 Hrs.)	• Generations (2 Hrs.) • Cultural Diversity (1 Hr.) • Community Leadership (1 Hr.) • Leadership and Customer Service (2 Hrs.) • Team and Organization Development Skills (10 Hrs.) Books & Case Studies in Leadership • It's Your Ship (5 Hrs.) • It is Our Ship (10 Hrs.) • Authentic and Deliberate Leadership: The West Point Way (40 hrs.) Advanced Problem-Solving & Decision-Making • Problem-Management and Opportunity Leveraging (10 Hrs.) • Versatility Skills (10 Hrs.)
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We trust this certificate serves your documentation needs. Should you require additional information, please feel free to contact our office.

Sincerely,

DocuSigned by:

 C2C354398EBB41D...

DS

4/6/2025



Manouchehr "Mitch" Javidi, Ph.D.
 Chancellor – Readiness Network Inc. Emeritus Professor - NC State University & Illinois State University
 Honorary Member of the US Army Special Operations Command, 1999
 Honorary Sheriff - National Sheriffs' Association, 2015
 Honorary Police Commander, Santa Fe ISD Police Department, 2019

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

Date: April 1, 2025
To: Contract Administration Board (CAB)
From: Michel S. Monteleone, Executive Undersheriff
Subject: CAB Request (2025-2849) Vehicle Purchase

Briefly, this request is to purchase a vehicle from DeNooyer Chevrolet for the Albany County Sheriff's Office Patrol Unit. DeNooyer Chevrolet was the vendor to submit all requirements in bid without deviations and the vehicle was in stock and on the lot.

Albany County Request for Contract Approval

Contract #	2025-2849
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFQ
Department	A3110 - Sheriff
Date Submitted	Tuesday, March 18, 2025
Contact Person	Harris, Tina
Contact Phone	+1 5184875435
Vendor Info	DeNooyer Chevrolet, Inc. 127 Wolf Road, Albany, New York 12205
Estimated Amount	\$59,272.36
Estimated Term	3/18/2025 to 3/17/2026
Scope of Services	Purchase 2025 Chevy Tahoe for the Albany County Sheriff's Office.
Budget Line Item	AA3110 - 22400 -
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

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

TO: Pamela O'Neill, Purchasing Agent

FROM: Michael S. Monteleone, Executive Undersheriff 

RE: RFQ – 2025-051 Chevy Tahoe

DATE: March 18, 2025

We have solicited and reviewed the bid tabulation for the above referenced bid and have no objection with the selection of DeNooyer Chevrolet, the vendor to submit all requirements in bid without deviations and vehicle is in stock and on the lot.

RFQ 2025-051 Tabulation
2025 Chevrolet Tahoe

Vendor	DeNooyer Chevrolet	Mohawk Chevrolet
Price	\$ 59,272.36	\$ 54,340.09
Vehicle	2025 Chev Tahoe	2025 Chev Tahoe
In stock/order	In Stock	Incoming(not on lot yet)
Exterior Color	Black	Black

Deviations from Vehicle Specs issued with Bid:

Vehicle from Mohawk Chevrolet is incoming, should be here end of month or early April.

Has 18" wheels with all season tires

Does not have UN9 Radio suppression Package

Has rubber floor covering



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Michael Monteleone, Executive Undersheriff

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: March 18, 2025

RE: RFQ-2025-051 Chevrolet Tahoe vehicle purchase

I am in receipt of your recommendation to award the aforementioned to DeNooyer Chevrolet Inc in the amount of \$59,272.36.

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.

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

Date: April 1, 2025
To: Contract Administration Board (CAB)
From: Michel S. Monteleone, Executive Undersheriff
Subject: CAB Request (2025-2850) Vehicle Purchase

Briefly, this request is to purchase a vehicle from DeNooyer Chevrolet for the Albany County Sheriff's Office Scope Unit. DeNooyer Chevrolet was the vendor to submit all requirements in bid without deviations and the vehicle was in stock and on the lot.

Albany County Request for Contract Approval

Contract #	2025-2850
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFQ
Department	A3110 - Sheriff
Date Submitted	Tuesday, March 18, 2025
Contact Person	Harris, Tina
Contact Phone	+1 5184875435
Vendor Info	Denooyer Chevrolet, Inc. 127 Wolf Road, Albany, New York 12205
Estimated Amount	\$40,993.40
Estimated Term	3/18/2025 to 3/17/2026
Scope of Services	Purchase a 2024 Chevrolet Traverse for the Albany County Sheriff's Office.
Budget Line Item	AA3110 - 22400 -
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

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

TO: Pamela O'Neill, Purchasing Agent

FROM: Michael S. Monteleone, Executive Undersheriff *msm*

RE: RFQ – 2025-052 Chevy Traverse

DATE: March 18, 2025

We have solicited and reviewed the bid tabulation for the above referenced bid and have no objection with the selection of DeNooyer Chevrolet, the vendor that has the vehicle currently in stock on lot and has no deviations from the vehicle spec's issued with bid.

RFQ 2025-052 Tabulation
2024 Chevrolet Traverse

Vendor	DeNooyer Chevrolet	Mohawk Chevrolet
Price	\$ 40,993.40	\$ 40,068.61
Vehicle	2024 Chev Traverse	2025 Chev Traverse
In stock/order	In Stock	Order/Incoming
Exterior Color	Gray	Gray

Deviations from Vehicle Specs issued with Bid:

Incoming Unit, build date is 4/21/25

LS trim is no longer available in 2025 Model Year

Vehicle is a 2025, 2024 was specified in the bid, other years not considered also specified in bid



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Michael Monteleone, Executive Undersheriff

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: March 18, 2025

RE: RFQ-2025-052 Chevrolet Traverse vehicle purchase

I am in receipt of your recommendation to award the aforementioned to DeNooyer Chevrolet Inc in the amount of \$40,993.40.

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.

ALBANY COUNTY SHERIFF'S OFFICE



CRAIG D. APPLE, SR.
SHERIFF

MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

Date: April 1, 2025
To: Contract Administration Board (CAB)
From: Michel S. Monteleone, Executive Undersheriff
Subject: CAB Request (2025-2851) Vehicle Purchase

Briefly, this request is to purchase a vehicle from Mohawk Chevrolet for the Albany County Sheriff's Transportation Unit. Mohawk Chevrolet was the lowest vendor to submit a bid.

Albany County Request for Contract Approval

Contract #	2025-2851
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFQ
Department	A3150 - Correctional Facility
Date Submitted	Tuesday, March 18, 2025
Contact Person	Harris, Tina
Contact Phone	+1 5184875435
Vendor Info	Mohawk Chevrolet 639 State Route 67, Ballston Spa, New York 12020
Estimated Amount	\$47,538.07
Estimated Term	3/18/2025 to 3/17/2026
Scope of Services	Purchaes a 2025 Chevrolet Express Passenger Van for the Albany County Sheriff's Transportation Unit.
Budget Line Item	AA3110 - 22400 - 10000
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

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

TO: Pamela O'Neill, Purchasing Agent

FROM: Michael S. Monteleone, Executive Undersheriff 

RE: RFQ – 2025-053 Chevrolet Express Passenger Van

DATE: March 18, 2025

We have solicited and reviewed the bid tabulation for the above referenced bid and have no objection with the selection of Mohawk Chevrolet, the lowest vendor to submit a bid.

RFQ 2025-053 Tabulation
2025 Chevrolet Express Passenger Van

Vendor	DeNooyer Chevrolet	Mohawk Chevrolet
Price	\$ 52,018.40	\$ 47,538.07
Vehicle	2025 Chev Express 2500	2025 Chev Express 3500
In stock/order	Order	Order
Exterior Color	Black	Black



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Michael Monteleone, Executive Undersheriff

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: March 18, 2025

RE: RFQ-2025-053 Chevrolet Express Van vehicle purchase

I am in receipt of your recommendation to award the aforementioned to Mohawk Chevrolet in the amount of \$47,538.07.

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

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

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

Date: April 1, 2025
To: Contract Administration Board (CAB)
From: Craig D. Apple Sr., Sheriff
Subject: Wellness Solution (Contract Request 2025-2899)

Briefly, this request is to enter into an Agreement between Albany County Sheriff's Office and Lexipol to provide a wellness solution which will enable the Albany County Sheriff's Office to provide all employees and their family members customized, confidential, mobile wellness resources.

Albany County Request for Contract Approval

Contract #	2025-2899
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	None
Department	A3110 - Sheriff
Date Submitted	Tuesday, April 1, 2025
Contact Person	Harris, Tina
Contact Phone	+1 5184875435
Vendor Info	Lexipol, LLC 2611 Internet Blvd Suite 100, Frisco, TX 75034-9085
Estimated Amount	\$21,000.00
Estimated Term	5/1/2025 to 4/30/2026
Scope of Services	Renwal to extend Cordico Law Enforcement Wellness App
Budget Line Item	AA3110 - 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



Invoice

#INVCOR11250594

4/1/2025

Bill To

Albany County Sheriff's Office
16 Eagle St Court House
Albany NY 12207
United States

End User

Albany County Sheriff's Office

Terms

Net 30

Due Date

5/1/2025

PO #**Contract Term**

5/1/2025 to 4/30/2026

Description**Qty****Rate****Amount**

Cordico Law Enforcement Wellness App

1

\$21,000.00

\$21,000.00

Your invoice includes a 40 % discount.

Subtotal

\$21,000.00

Tax Total (%)

\$0.00

Invoice Total

\$21,000.00

Amount Paid

\$0.00

Amount Due

\$21,000.00

[Click here to submit your accounting inquiry](#)

Lexipol now has an easier way for you to view/pay your invoices. Please set up/login to your account today at [LEXIPOL CUSTOMER PORTAL](#). If you have difficulty logging in, please click on the reset password link, reset your password, and attempt logging in again.

Please Make Checks Payable to:
Lexipol LLC
PO Box 676232
Dallas, TX 75267-6232

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

Date: April 4, 2025
To: Contract Administration Board (CAB)
From: Michel S. Monteleone, Executive Undersheriff
Subject: CAB Request #2025-2914

Briefly, this request is to purchase two commercial inflatable boats with specialized trailer from All Hands Fire Equipment, LLC for the Albany County Sheriff's Search & Rescue Unit. All Hands Fire Equipment was the lowest vendor to submit a bid (RFB 2025-034)

Albany County Request for Contract Approval

Contract #	2025-2914
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	A3110 - Sheriff
Date Submitted	Friday, April 4, 2025
Contact Person	Harris, Tina
Contact Phone	+1 5184875435
Vendor Info	All Hands Fire Equipment, LLC 7 3rd Avenue, Neptune City, NJ 07753
Estimated Amount	\$80,748.05
Estimated Term	4/4/2025 to 4/4/2026
Scope of Services	Purchase two Boats to be used for The Albany County Sheriff's Search and Water Rescue Unit.
Budget Line Item	AA3110 - 22550 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

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: Brian Wood, Sheriff Inspector
Albany County Sheriff

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: April 4, 2025

RE: RFB-2025-034, Purchase of Boats and Accessories

I am in receipt of your recommendation to award the aforementioned to All Hands Public Safety in the amount of \$80,748.05.

As All Hands Public Safety is the lowest responsible and responsive bidder, I concur with your recommendation.

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

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

TO: Pamela O'Neill, Purchasing Agent
FROM: Brian Wood, Sheriff Inspector
RE: RFB #2025-034- Boat & Accessories
DATE: April 4, 2025

We have solicited and reviewed the bid tabulation for the above referenced bid and have no objection with the selection of All Hands Fire Equipment LLC, the lowest vendor to submit a bid.

RFB-2025-034

Purchase of Boats and Accessories

Vendor	All Hands	Morgan Island LLC
Price	\$80,748.05	\$84,724.57



ALL HANDS[®]

PUBLIC SAFETY

Billing: PO Box 1245 • Wall, NJ 07719
Shipping: 7 3rd Ave. Neptune, NJ 07753
Phone: (732) 502-8060 Fax: (732) 502-8064

April 1, 2025

Pamela O'Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

RE: Bid Response for Bid Number 2025-034 Purchase of Boats and Accessories - Due April 4, 2025

Dear Ms. O'Neill,

Please find the attached requirements relative to the Bid Number 2025-034 Purchase of Boats and Accessories. Included are the following documents:

- Signed Cover Letter
- Signed Completed Bid Form
- Receipt Confirmation Form
- Non-Collusive Bidding Certificate (Attachment "A")
- Acknowledgment by Bidder (Attachment "B")
- Vendor Responsibility Questionnaire (Attachment "C")
- Iranian Energy Divestment Certification (Attachment "D")
- Certificate of Insurance with the County of Albany as certificate holder
- All Hands Fire Equipment LLC Small Business Certificate
- EST42786 – Quote from All Hands Fire Equipment LLC

All Hands Fire Equipment LLC (UEI: SKKBBG2DG7L7) expressly agrees to all terms, conditions, provisions and amendments to this solicitation. Additionally, the terms and conditions in the solicitation are acceptable to be included in the award document without modification, deletion, or addition.

Kindly let us know if you should have any questions.

Additionally, for reference, we wanted to share some Company Highlights with regards to our Water Rescue Division:

Since Hurricane Sandy, All Hands Fire Equipment has been on the forefront of Water Rescue and a leading provider for Water Rescue Boats, Motors, Trailers, PPE, Equipment, and Training.

From researching and partnering up with the latest and best available PPE and Boats, to working with the nation's highest level Water Rescue Teams, All Hands Fire Equipment has become a premier dealer in the rescue space.

www.allhandspublicsafety.com

www.allhandsfire.com

"The Best Tools for the Toughest Job!"



ALL HANDS[®]

PUBLIC SAFETY

Billing: PO Box 1245 • Wall, NJ 07719
Shipping: 7 3rd Ave. Neptune, NJ 07753
Phone: (732) 502-8060 Fax: (732) 502-8064

We work with the biggest Departments to the smallest, and everyone in between.

Some of this work includes: Working with NY State Water Rescue and Flood Team for over 1.5 years, outfitting them with all of their Boats, Motors, Trailers, and PPE in 2019. This NY Team consists of: NY State Police, NY State FIRE, NY State Park Police, Forest, and Environment. Providing over (10) Swift Water Boats and Motors to the FDNY Marine Unit in 2022 & 2023. And most recently, All Hands Fire Equipment was just awarded a 5-Year BPA Contract by the US Coast Guard to provide Swift Water Boat, Motor, and Trailer Packages worldwide.

Thank you again for this opportunity and we look forward to earning your business.

Sincerely,

Scott Colarusso

Vice President

All Hands[®] Fire Equipment & Training

Offices/Store/Training Center: 7 Third Ave. Neptune City, NJ 07753

Direct: (732) 502-8060 x102 / Fax: (732) 502-8064

Email: Scott@AllHandsFire.com

Website/ Online Store: www.AllHandsFire.com

Website/ Training: www.AllHandsFireTraining.com

GSA

Advantage!

www.gsaadvantage.gov

GSA Contract # 47QSQ20D00AR

Sourcewell

Awarded Contract

Sourcewell Contracts: #010424-ALH – PPE, #020124-ALH – Equipment, #091924-ALH – Ballistics

www.allhandspublicsafety.com

www.allhandsfire.com

“The Best Tools for the Toughest Job!”

COUNTY OF ALBANY

REQUEST FOR BIDS ALBANY COUNTY SHERIFF'S OFFICE



RFB #2025-034

PURCHASE OF BOATS AND ACCESSORIES

**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
Pamela.oneill@albanycountyny.gov

TITLE: Purchase of Boats and Accessories RFB NUMBER: 2025-034

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: All Hands Fire Equipment LLC
Address: 7 3rd Ave.
City: Neptune City State: NJ Zip Code: 07753
Contact Person: Scott Colanusso
Title: Vice President
Phone Number: 732-599-9706 Fax Number: 732-502-8064 E-Mail: scott@allhandsfire.com

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

☐ Yes / ☒ No N/A

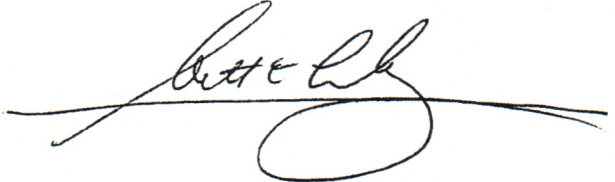
I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method (check):

Fax Number: 732-502-8064 E-Mail: scott@allhandsfire.com

COUNTY OF ALBANY
PURCHASE OF BOAT AND ACCESSORIES
RFB #2025-034
ADDENDUM #1

April 1, 2025

The following Addendum No. 1 consisting of two (2) pages (including this cover page) is hereby issued on the 1st day of April 2025, in connection with the Request for Bids number 2025-034 as requested by the Albany County Sheriff's Department.

Acknowledged on 4/1/25: 

COUNTY OF ALBANY
PURCHASE OF BOAT AND ACCESSORIES

RFB #2025-034

ADDENDUM #1

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

ITEM #1: Would you entertain a bid with a different color scheme?

RESPONSE #1: Black is the only color that will be accepted.

End of Addendum #1

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Purchase of Boats and Accessories
Bid Number: 2025-034

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:

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

Date

Number

4/1/25

2025-034

Addendum # 1

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

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

BF1

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

7. Communication concerning this Bid shall be addressed to:

Scott Colanesso, Vice President
7 3rd Ave.

Neptune City, NJ 07753

Phone: 732-599-9706 Fax: 732-502-8064

E-mail: scott@allhandsfire.com

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

BID FORM

BID IDENTIFICATION:

Title: Purchase of Boats and Accessories
Bid Number: 225-034

Total Delivered Bid Price for Quantity of 2 Boats and Accessories \$ 80,748.05

Estimated Delivery Date July - August 2025

COMPANY:

All Hands Fire Equipment LLC

ADDRESS:

7 3rd Ave.

CITY, STATE, ZIP:

Neptune City, NJ 07753

TEL. NO.:

732-502-8060

FAX NO.:

732-502-8064

FEDERAL TAX ID NO.:

58-2671638

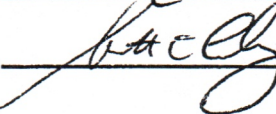
REPRESENTATIVE:

Scott Colanusso

E-MAIL:

scott@allhandsfire.com

SIGNATURE AND TITLE

 VP

DATE

4/1/25

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

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

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

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

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

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

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

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

Signature

Vice President

Title

All Hands Fire Equipment LLC

Company Name

4/1/25

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 _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF NEW JERSEY)
COUNTY OF MONMOUTH) SS.:

On the 1st day of APRIL, 20025, before me personally came SCOTT COLARUSSO, 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 ALL HANDS FIRE EQUIPMENT LLC 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 _____

LEONA ZINK
Notary Public, State of New Jersey
Comm. # 50202831
My Commission Expires 9/7/2027

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME <i>All Hands Fire Equipment LLC</i>		3. IDENTIFICATION NUMBERS a) FEIN # <i>58-2671638</i> b) DUNS # <i>133467592</i>	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: <i>N/A</i> <i>Monmouth County, NJ</i>		5. WEBSITE ADDRESS (if applicable) <i>www.allhands-fire.com</i>	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>7 3rd Ave. Neptune City, NJ 07753</i>		7. TELEPHONE NUMBER <i>732-502-8060</i>	8. FAX NUMBER <i>732-502-8064</i>
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above <i>N/A</i>		10. TELEPHONE NUMBER <i>N/A</i>	11. FAX NUMBER <i>N/A</i>
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name <i>Scott Colarusso</i> Title <i>Vice President</i> Telephone Number <i>732-599-9706</i> Fax Number <i>732-502-8064</i> e-mail <i>scott@allhandsfire.com</i>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME <i>Don Colarusso</i>	TITLE <i>President</i>	b) NAME <i>Scott Colarusso</i>	TITLE <i>Vice President</i>
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.		☐ Yes ☒ No	

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

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 # 58-2671638

State of: New Jersey)
County of: Monmouth) ss:

CERTIFICATION:

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

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information 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 All Hands Fire Equipment LLC
Address 7 3rd Ave.
City, State, Zip Neptune City, NJ 07753

Signature of Owner [Signature]
Printed Name of Signatory Scott Colarusso
Title Vice President

Sworn before me this 1st day of April, 2025
Notary Public [Signature]



Scott T. Colarusso
Printed Name
[Signature]
Signature
04/01/2025
Date

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

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

Signature

Vice President

Title

4/1/25

Date

All Hands Fire Equipment LLC

Company Name



ALLHAND-02

LYANG3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2025

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 Alliant Insurance Services, Inc. 331 Newman Springs Rd Ste 314 Red Bank, NJ 07701	CONTACT NAME: Kathy Pantel, CISR		
	PHONE (A/C, No, Ext): (732) 588-1121	FAX (A/C, No): (732) 530-4220	
	E-MAIL ADDRESS: kathy.pantel@alliant.com		
INSURED All Hands Fire Equipment, LLC P.O. Box 1245 Wall, NJ 07719	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Great American Risk Solutions Surplus Lines Insurance Company		35351
	INSURER B: New Jersey Manufacturers Insurance Company		12122
	INSURER C: Underwriters at Lloyd's (Lloyd's of London)		00000
	INSURER D: Allied World Surplus Lines Insurance Company		24319
	INSURER E: Arch Specialty Insurance Company		21199
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☒ OTHER \$2500 p/claim ded.	X		PL 2666515-05	12/12/2024	12/12/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			1102954997	9/4/2024	9/4/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			XS 2665722-05	12/12/2024	12/12/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Prod/Compl Ops \$ 2,000,000
	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/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	E&O Liability			0308-0173	12/12/2024	12/12/2025	Claim/Aggregate 2,000,000
E	Cyber Liability			C-46E-165921-CYBER-2024	12/12/2024	12/12/2025	Claim / Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: RFB #2025-034, Purchase of Boats and Accessories
Misc. Professional Liability includes \$500,000 Punitive Damages.

County of Albany is named as Additional Insured applies to those policies where the above box is checked per the attached endorsement(s) on the General Liability coverage when required by written contract, fully executed prior to the Named Insured's work. Primary & Non-Contributory protection is afforded per attached endorsement on CGL.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026

TRENTON, NJ 08625-026
PHONE: 609-292-2146 FAX: 609-984-6679

PHIL MURPHY
Governor

TAHESHA WAY, ESQ.
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

5-YEAR RECERTIFICATION

APPROVED

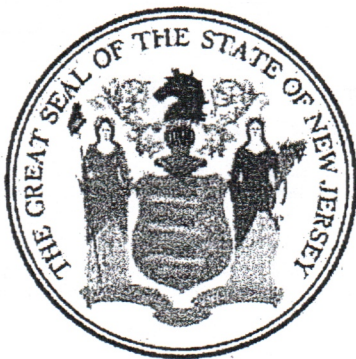
under the

Small Business Set-Aside Act

This certificate acknowledges ALL HANDS FIRE EQUIPMENT, L.L.C. as a Category 3 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13.

In order for this certification to remain in effect **throughout the 5 year certification period**, the business **must submit annual verification statements** attesting that there has been no change in ownership, control, or any other factor of the business affecting eligibility for certification as a small business. The verification statements must be submitted **not more than 60 days** prior to the anniversary of the certification approval.

If the business fails to submit the annual verification statement by the anniversary date, or a renewal by its expiration date, the certification will lapse and the business will be removed from the system (SAVI) that lists small business entities. If the business seeks to be certified again, it will have to reapply by submitting a new application.



Peter Lowicki
Deputy Director

Issued: 9/17/2024

Certification Number: A0522-44

*Expiration: 9/17/2029

*As noted above, in order to maintain its certification status, the business must submit verification statements for each of the five years.



All Hands Fire Equipment

PO Box 1245
Wall NJ 07719
Tel: (732) 502 8060
Fax: (732) 502 8064
www.allhandsfire.com

Quote

Date	Quote #
4/1/2025	EST42786
Contract #	
Account #:	

Bill To
Albany County Sheriff's Office NY

Ship To
Albany County Sheriff's Office NY

****We will try to match or beat any price****

Expires	Sales Rep	Ship Via	Shipping Code ...
5/1/2025	Colarusso, Scott T	FedEx Ground Orde...	

Item Name	Qty.	Description	Options	Rate	Amount
ABI-AS-Black-14-WithBowLocker SIN Code: 336612	2	Professional Shallow Water Aluminum Boats - Profile AS	Color: Black Length: 14 Foot Option: Bow Locker	17,987....	35,974.00
ABI-BoatReplacementKit	2	Kit Includes AB Push-Push Valve (2), AB Pressure Relief Valve (2), AB Push-Push Valve Tool and 3/4" Black Drain Plug Flip Up		185.99	371.98
TAC-MFS30DL-LongShaft SIN Code: 336612	2	Tohatsu 30HP, Tiller Handle, Manual Start, Long Shaft Motor	Option: Long Shaft	4,526.10	9,052.20
TAC-3R0B645250	2	Tohatsu Propeller for 25HP and 30HP Motors		113.99	227.98
PG-782619-011171-11"SafetyOran ge	2	Prop Guard	Color: 11" Safety Orange for 25hp to 35hp	181.95	363.90
LTC-250T315ST-H	1	Loadmaster Hinging Stack Trailer		27,757....	27,757.99
DPOS-ITEM	2	*TURN KEY* Rigging Motor (PDI), Prop Guard Install, Inflate & Assemble Boat, Marry to Trailer.		1,000.00	2,000.00
				Subtotal	75,748.05
				Shipping Cost (FedEx Ground Orders Over \$1000)	5,000.00
				Total	\$80,748.05

Please review your Estimate in great detail to ensure all items, qty., spec, etc. are correct. Please inform us asap if there is an error. Quoted prices are subject to change if new or increased tariffs, duties, or import fees are imposed before delivery.



EST42786

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

Date: April 1, 2025
To: Contract Administration Board (CAB)
From: Michael S. Monteleone, Executive Undersheriff
Subject: Communication Equipment (Contract Request 2025-2896)

Briefly, this request is to enter into an Agreement between Albany County Sheriff's Office and Audio Video to purchase equipment and hardware for Sheriff's 911 Center.

Albany County Request for Contract Approval

Contract #	2025-2896
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	State Contract
Department	A3020 - Emergency 911
Date Submitted	Tuesday, April 1, 2025
Contact Person	Demarest, Kevin
Contact Phone	518-655-7895
Vendor Info	Audio Video 213 Broadway , Albany , NY 12204
Estimated Amount	\$62,676.06
Estimated Term	4/15/2025 to 4/14/2026
Scope of Services	Wall Monitors & Hardware for the 911 Center.
Budget Line Item	AA3020 - 22100 -
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

audio video

AUDIO-VIDEO CORPORATION

Your Communication Solutions Partner

SINCE 1946

Audio-Video Corporation

FED ID #14-1426006

213 Broadway

Albany, NY 12204

Phone: (518) 449-7213

Fax: (518) 449-1205

Billing Address

Albany County Sheriff
Albany County Courthouse
16 Eagle Street
Albany NY 12207
USA

Original

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Customer No.

c17866

Provisional No.

X-23002TR

Your Contact

28 Keith Rivers

Payment Terms

NET 20

Delivery Address

Greg Chudzinski
Albany County Sheriff
Headquarters
16 Eagle Street
Albany NY 12207
USA

911 CALL CENTER

AVC TIPS CONTRACT # 230105

Currency: \$

Description	Quantity	Contract Pricing	Price	Total
001 DM NVX@ 4K60 4:4:4 HDR Network AV Decoder Item Code: DM-NVX-D30 Manufacturer: Crestron	6	ATIPS23	1,001.00	6,006.00
002 DM NVX@ 4K60 4:4:4 HDR Network AV Encoder Item Code: DM-NVX-E30 Manufacturer: Crestron	2	ATIPS23	1,001.00	2,002.00
003 98-inch 4K UHD Bundle w/VB-WIFI-001 WiFi dongle, WMK-047-2 wall mount Item Code: CDE9830-E1 Manufacturer: Viewsonic	4	ATIPS23	5,136.00	20,544.00
004 CD-EW-98-04 EXTENDED ON-SITE WARRANTY FOR SVCS 4TH YR FOR 90 - 99 Item Code: AVSG_MAINTENANCE Manufacturer: AVC	4	ATIPS23	0.01	0.04
005 86-inch 4K UHD Bundle w/VB-WIFI-001 WiFi dongle, WMK-047-2 wall mount Item Code: CDE8630-E1 Manufacturer: Viewsonic	2	ATIPS23	2,972.00	5,944.00

Audio-Video Corporation

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

Original**SALES QUOTATION**

Document Number

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Currency: \$

	Description	Quantity	Contract Pricing	Price	Total
006	CD-EW-86-04 EXTENDED ON-SITE WARRANTY FOR SVCS 4TH YR FOR 80 - 89 Item Code: AVSG_MAINTENANCE Manufacturer: AVC	2	ATIPS23	0.01	0.02
007	TEMPO FP WALL MOUNT SYSTEM Item Code: AS3LD Manufacturer: Chief	2	ATIPS23	718.00	1,436.00
008	6ft/1.8M Premium High Speed HDMI Cable Item Code: CG50182 Manufacturer: C2G	9	ATIPS23	17.00	153.00
009	3' Liberty Brand Category 6A true 24AWG shielded patch cables Item Code: 152G6S0003 Manufacturer: Liberty	7	ATIPS23	9.00	63.00
010	10' Category 6A true 24AWG shielded patch cables Item Code: 152G6S0010 Manufacturer: Liberty	2	ATIPS23	14.00	28.00
011	x-23002TR AVSG Custom Programming Item Code: AVSG_PROGRAMMING Manufacturer: AVC	1	ATIPS23	875.00	875.00
012	x-23002TR AVSG Installation Setup and Training Item Code: AVSG_INSTALLATION Manufacturer: AVC	1	ATIPS23	20,500.00	20,500.00
013	AVC Customer Care Agreement Year 1 Item Code: AVSG_CCA_YEAR_1 Manufacturer: AVC	1	ATIPS23	2,250.00	2,250.00
014	Subtotal				59,801.06
015	OPTIONAL 2nd YEAR CUSTOMER CARE				

Audio-Video Corporation

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

Original**SALES QUOTATION**

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Currency: \$

Description	Quantity	Contract Pricing	Price	Total
018 AVC Customer Care Agreement Year 2 Item Code: AVSG_CCA_YEAR_2 Manufacturer: AVC	1	ATIPS23	2,875.00	2,875.00

Shipping Type: **Deliver & Install**Quotation Subtotal: **\$ 62,676.06**Total Before Tax: **\$ 62,676.06**Total Tax Amount: **\$ 0.00****Total Amount: \$ 62,676.06**

Quotation Valid Until: 04/13/25

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

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

ASBESTOS STATEMENT:

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

NOTE:

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

NOTE:

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

PAYMENT TERMS REQUESTED:

- 35% Deposit with Hard Copy Purchase Order
- 55% to be Invoiced Upon Equipment Delivery, Net 20
- 10% to be Invoiced Upon Completion, Net 20

Audio-Video Corporation

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

Original

SALES QUOTATION

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Currency: \$

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

Accepted By

P.O. No.

Signature

Date

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

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

Cardholder's Name

Cardholder's Telephone Number & Email Address

TERMS AND CONDITIONS OF SALE

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

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



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

Albany County Request for Contract Approval

Contract #	2025-2846
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	State Contract
Department	D5110 - Maintenance of Roads and BridgesNH6020 - Residential Health Care Facility
Date Submitted	Monday, March 17, 2025
Contact Person	Lucarelli, Andy
Contact Phone	+1 5182138938
Vendor Info	FirstLight Fiber 12 Metro Park Road Phone: 800, albany, ny 12207
Estimated Amount	\$35,948.00
Estimated Term	5/1/2025 to 4/30/2030
Scope of Services	Dark fiber installation and service from Shaker Place and DPW Garage Facility to Shaker Place Rehabilitation and Nursing Center. This is to connect the network services from the new garage facility to the main County network.
Budget Line Item	NH6020 - 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



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: 03/17/2025

SUBJECT: FirstLight Fiber, Inc

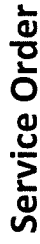
Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract with FirstLight Fiber, Inc. for network connectivity of Shaker Place Garage and Parking Lot Extension ("Garage") capital project. FirstLight will install and maintain dark fiber that will connect the new Garage facility to Shaker Place Rehabilitation and Nursing Center for network access to the main County network.

The initial installation is \$2,500.00 and a monthly service charge of \$525.00. A three (3) percent annual increase of the monthly service charge is applied at the commencement of each year for the term of the contract.

FirstLight is a New York State (NYS) contracted vendor, contract PS68696. This contract request is for a sixty (60) month period commencing on May 1st, 2025 and conclude on April 30th, 2030. The total cost for the five (5) year period will be a not to exceed amount of \$35,948.00.

We respectfully request approval of this contract.





Technical Contact: David Berkun
Email: david.berkun@albanycounty.com
Phone: 518-447-7283
Mobile Phone:

Phone: 800-461-4863
Fax: 518-598-0935
Page 1 of 5

NYS contract terms and conditions shall apply. NYS Contract PS68696.

THIS ORDER IS GOVERNED BY FIRSTLIGHT'S STANDARD TERMS AND CONDITIONS POSTED AT www.firstlight.net/terms-conditions. By signing this Order and initialing the applicable Service Schedules, Customer certifies that Customer has read and agrees to abide by FirstLight's standard terms and conditions and associated Service Schedules, and E911 acknowledges terms and conditions, and E911 services may change from time to time and that Customer's continued use of the service indicates acceptance of the terms and conditions and E911 acknowledgement. Customer acknowledges terms and conditions, and E911 services may change from time to time and that Customer's continued use of the service indicates acceptance of the terms and conditions. Unless otherwise specifically identified, the prices included are exclusive of any taxes, surcharges, and other applicable fees which, whether specified or not, may be revised at any time. Taxes, surcharges, and other fees may include but are not limited to federal, state, and local taxes, surcharges and fees, Universal Service Fund charges and network surcharges. The list of current rates and charges can be found at www.firstlight.net. You have the right to opt-out if you do not want your CPNI data used by FirstLight for marketing purposes. Visit www.firstlight.net/CPNI to learn more or to inform FirstLight of your desire to opt-out. * Affiliates including, but not limited to: Oxford Networks, BayRing Communications, Sovernet, ION, Finger Lakes Technologies Group, 186 Communications, Maine Fiber Company, Inc., FirstLight Construction, LLC, TruePath Technologies, Prinelink and Best Web. FirstLight may also utilize the assets in Pennsylvania acquired from the Keystone Initiative for Network Based Education and Research, ("KINBER").

The execution and delivery of this Service Order and all Customer obligations contemplated herein, have been duly and validly authorized by all necessary action on the part of such Customer. This Service Order has been duly executed and delivered by such authorized representative of Customer and, assuming due authorization, execution, and delivery by FirstLight, this Service Order constitutes the valid and binding obligations of FirstLight and Customer, enforceable against each FirstLight and Customer in accordance with its terms.

Security Incidents. Subject to FirstLight's obligation under Applicable Laws, in the event FirstLight knows or reasonably believes that there has been unauthorized access to Personal Information in the possession or control of FirstLight that compromises the security, confidentiality or integrity of such Personal Information, FirstLight shall (1) promptly notify Customer of such unauthorized access; and (2) use good faith efforts to cooperate with Customer as reasonable necessary to facility compliance with any Applicable Laws regarding access of Personal Information. FIRSTLIGHT SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACCESS TO OR UNAUTHORIZED ACQUISITION OF PERSONAL INFORMATION, IF CUSTOMER HAS FAILED TO ENCRYPT THE PERSONAL INFORMATION, WHETHER AT REST OR IN TRANSIT.

CUSTOMER AGREEMENT: By signing below, the signatory represents and warrants authority to execute this Service Order on behalf of Customer and Customer's acceptance of this Service Order as a legally binding contract.

Albany County NY

FirstLight Fiber, Inc

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Service Schedule F - FirstLight Dark Fiber Service

1. DARK FIBER LEASE

- A. **Lease.** FirstLight grants an exclusive, revocable lease to Customer ("Lease") in the segments of fiber optic strands identified in a Service Order ("Segment") executed by both Parties. Customer and FirstLight intend the Lease to be a lease of personal property to the extent consistent with applicable law. Neither this Agreement nor any Service Order shall grant or convey any title in real or personal property to Customer. Nothing contained in the Agreement or the Lease shall prohibit FirstLight from granting additional leases to third parties.
- B. **Permitted Use.** Customer may only use the Segments for providing telecommunications or data transmission services for its customers or for itself. Customer may not sell, lease, sublease, license, or otherwise transfer the Segments or any rights therein. Customer shall have no more right to use the Segments than FirstLight may legally provide. Customer represents and warrants that it shall use the Segments in accordance with all applicable laws, regulations, court orders, orders of an administrative agency, ordinances, permits, authorizations, licenses, franchises and any other authorizations, including the securing of all permits, authorizations, licenses, franchises, or other authorizations necessary for its leasing and use of the Segments.
- C. **Customer Equipment.** FirstLight shall deliver Segments to a point of demarcation that is typically a patch panel ("Demarc Point"). FirstLight shall have no responsibility for operation or maintenance of any facilities or equipment on the Customer's side of the Demarc Point. All Customer owned or supplied equipment or Facilities that are to be connected to any portion of the Segments shall be installed solely by FirstLight or its contractor. Customer shall have no rights to install its equipment or Facilities or splice to any Segment or portion thereof.

2. PROVISIONING

- A. **Fiber Testing.** Each Segment shall be tested in accordance with the testing standards set forth below. Testing shall be conducted by FirstLight after any installation work necessary for delivering the Segments has been undertaken. Customer shall have the right to witness such testing. Within thirty (30) days after the completion of the testing, if in FirstLight's reasonable opinion the test results comply with the standards set forth below, then FirstLight shall provide such results to Customer with a notice stating the testing is complete and the results. Customer shall have ten (10) days to accept or reject the test results. If Customer rejects the test results, Customer shall provide written notice of such rejection with sufficient detail to reasonably establish the reason for its rejection. FirstLight shall take appropriate steps to correct any deficiency causing Customer's reason to reject the test results. The process of FirstLight testing the Segments and submitting test results to Customer shall be repeated until the test results are accepted by Customer. If Customer fails to deliver a notice of rejection within the aforementioned ten (10) day period following the initial test or any subsequent re-testing, the Segments shall be deemed to be accepted and made commercially available for Customer's use.

3. SEGMENT OPERATIONS

- A. **Maintenance.** FirstLight shall conduct routine scheduled maintenance along all portions of the Segments. Monthly fees for scheduled maintenance ("O&M") shall also be included on an associated Service Order and may be increased 3% annually by FirstLight on each annual anniversary date of the Service Order. FirstLight shall also conduct unscheduled maintenance to correct or prevent potential problems that may inhibit use of or threaten the integrity of the Segments (on FirstLight's side of a Demarc Point) or any other portion of the FirstLight Network. FirstLight shall also conduct emergency maintenance in response to potential or actual damage to the Segments (on FirstLight's side of a Demarc Point) or any portion of the FirstLight Network. Should FirstLight undertake any unscheduled maintenance or emergency maintenance, Customer shall provide all cooperation necessary for FirstLight to conduct either type of maintenance in a timely fashion.
- B. **Network Move.** In the event any portion of a Segment or the FirstLight Network must be relocated by order of any third party acting pursuant to any legal right, including but not limited to condemnation or eminent domain, or due to a bona fide need of FirstLight to protect the operation, integrity or security of the FirstLight Network, then FirstLight shall provide, to the extent practical, sixty (60) days prior notice to Customer of FirstLight's intent to relocate a portion of the FirstLight Network or Segments. FirstLight shall make reasonable, temporary accommodations to continue services for Customer, such as rolling traffic to other fiber optic strands, at an appropriate time(s) during the process of relocating any portion of

the FirstLight Network. Customer shall, and agrees to, pay a pro rata portion of the costs to relocate the portion of the FirstLight Network which pro rata share shall be the ratio of the fiber miles of the Segments relocated to the fiber miles of the FirstLight Network that is relocated.

- C. **Loss of Network.** In the event any part of the Segments or FirstLight Network are lost due to any third party acting pursuant to any legal right or an act of condemnation or eminent domain and such Segments or portion of the FirstLight Network cannot be replaced or relocated, resulting in a loss of all or a portion of a Lease, then the affected portion of a Service Order may be cancelled by Customer without liability to FirstLight.
- D. **Outage Credits.** In the event the Segments or any portion thereof fail to operate in accordance with the specifications of Exhibit 1 and such failure results in a material loss of transmission capabilities ("Outage"), then Customer shall be entitled to credits to the MRC ("Outage Credits") pursuant to the following table:

Duration of Material Loss of Transmission	Percent of MRC
From 8 hours and < 12 hours	5%
From 12 hours and < 24 hours	15%
From 24 hours and < 36 hours	30%
From 36 hours and < 48 hours	50%
From 48 and longer	100%

Should an Outage last longer than 12 days ("Extended Outage"), Customer may terminate any effected Segments without liability, but shall not be entitled to any Outage Credits. The termination rights of the preceding sentence and Outage Credits are not available when an Outage is due to i) an event of Force Majeure, ii) a third party, or iii) Customer, its agents, contractors, representatives or its customers.

- E. **No Liens.** If any property, whether real or personal, belonging to FirstLight, its affiliates, service providers, vendors, landlords or lessors, becomes subject to any mechanics' lien or other encumbrances, chargeable to or through the Customer, the Customer shall promptly cause such lien or encumbrance to be discharged and released of record (by payment, posting of bond, court deposit or other means) without cost or other liability to FirstLight, provided, however, that if any such lien or encumbrance is not so discharged and released within thirty (30) days after notice by FirstLight to the Customer, then FirstLight may, at its option: (i) pay or secure the release or discharge thereof and the Customer shall indemnify FirstLight and its affiliates, officers, directors and employees, against all costs and expenses (including reasonable attorney's fees) incurred in discharging and releasing such lien or encumbrance, or (ii) terminate this Agreement immediately upon written notice to the Customer.
- F. **Removal of Customer Property.** At the end of each Service Order Term, Customer shall remove all of its equipment and Facilities from any space that is owned, leased, rented, operated or otherwise the responsibility of FirstLight within thirty (30) days of such Service Order Term expiring or being cancelled. Any equipment or Facilities not removed by Customer within such 30 days, may then be removed by FirstLight and stored, sold or otherwise disposed of by FirstLight. All associated costs incurred by FirstLight shall be billed to Customer's account and reimbursable by Customer upon invoicing by FirstLight. Customer agrees to indemnify and hold harmless FirstLight, its officers, directors, employees, affiliates, agents and representatives from and against any claim of any type or nature, including reasonable attorney fees and court costs, brought by any party in relation to FirstLight's removal, storage, sale or other disposal of Customer's equipment or Facilities.

Exhibit 1 TECHNICAL SPECIFICATIONS

1. Fiber Optic Specifications are as follows:

- A. The maximum bi-directional average splice loss shall not exceed 0.15 dB.
- B. The attenuation must not exceed 0.25 dB/km when measured at a wavelength of 1550 nm using the two-point measurement (TLA/EIA 155-61 or EIA/TIA 155-78).
- C. The attenuation for the wavelength region from 1525 nm to 1575 nm must not exceed the attenuation at 1550 nm by more than 0.05 dB/km.
- D. All fiber optics shall be of type G.652d with detailed specifications substantially similar to Corning SMF-28e+ glass. If specifications differ, the differences will be specifically called by location in the fiber path.
- E. Optical Return loss shall be greater than -34db when evaluated from the demarcation point handoff bulkhead toward the distant end
- F. All connector assemblies must be UPC physical contact design, and must meet or exceed 50 dB return loss, where required. Connectors must have a mean insertion < 0.4 dB with maximum insertion loss < 0.6 dB. Connector assemblies will be placed in secure locations or have locking covers.

2. Testing, pursuant to establish compliance with the specifications above shall include the following:

- A. All fibers shall be tested bi-directionally at 1310 nm and/or 1550 nm, as applicable, with an OTDR, the subsequent traces shall be inspected for end-to end continuity and for uniform attenuation. These traces will be stored on usb and will be provide in a .SOR or .MSOR format.
- B. Optical Length: The OTDR will be used to determine the end-to end optical length of the cable.
- C. Splice Loss: Splice loss will be measured bi-directionally with an OTDR using the Splice Loss Average method.
- D. End-to-End Loss: Using a light source and a power meter, the bi-directional connector-to-connector attenuation will be measured for each fiber at 1310 nm and 1550 nm, as applicable. The acceptance average attenuation per kilometer on a per span basis shall be the attenuation set forth by this agreement.
- E. If requested, chromatic dispersion and polar mode dispersion testing will be provided for an additional fee per fiber characterized.
- F. Fiber physical path information will be provided in a .kml/.kmz electronic format
- G. All test results will be provided to the Customer in both electronic .pdf and printed formats, upon request.

Albany County Request for Contract Approval

Contract #	2025-2910
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	D5110 - Maintenance of Roads and Bridges
Date Submitted	Thursday, April 3, 2025
Contact Person	Ramundo, Lisa
Contact Phone	518-655-7902
Vendor Info	Multiple Multiple, Multiple, NY 00000
Estimated Amount	\$50,000.00
Estimated Term	5/1/2025 to 4/30/2026
Scope of Services	The Public Works Department respectfully requests approval of awards for the 2025 Asphalt Material Only Bid as per the attached highlighted spreadsheets. The various asphalt items on bid are purchased by Public Works as needed for various jobs throughout the County for road maintenance and repair. The Albany County Purchasing Department puts this bid out with a mileage cost factored in per Division/Town to obtain the best cost effective prices for the pickup of each product.
Budget Line Item	DD5110 - 44077 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

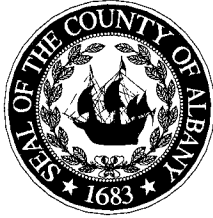
For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

MICHAEL P. McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner

Date: March 31, 2025

Re: RFB #2025-014 Asphalt Material Bid

The Public Works Department respectfully requests approval of awards for the 2025 Asphalt Material Only Bid (RFB #2025-014) as per the attached highlighted spreadsheets. The term of this award is for the period of one (1) year (5/1/25-4/30/26) and shall not exceed \$50,000.

The various asphalt items on bid are purchased by Public Works as needed for various jobs throughout the County for road maintenance and repair.

The Albany County Purchasing Department puts this bid out with a mileage cost factored in per Division/Town to obtain the best cost effective prices for the pickup of each product.

Please contact my office if further information is needed.



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: Scott Duncan, Deputy Commissioner
DPW

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: March 28, 2025

RE: RFB 2025-014 Asphalt Material Only

I am in receipt of your recommendation to award the aforementioned Request for Bids to the listed vendors for each district.

As the vendors listed are the low responsive and responsible 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 to the successful bidder.



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO,
COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neil Purchasing Agent

FROM: Scott Duncan, Deputy Commissioner

DATE: March 25, 2025

RE: RFB#2025-014 Asphalt Materials

I have reviewed the bid results for the above referenced RFB. I would like to recommend the low bidder for each item per location as highlighted on the attached spreadsheets.

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

Albany County New Scotland 449 New Salem Road, Voorheesville NY 12186						
	<u>Dolomite Products Company</u>	<u>Gorman Bros</u>	<u>Carver Sand & Gravel</u>			
	<u>Pick up Location</u>					
<u>Item</u>	<u>145 Cordell Rd Scher</u>	<u>200 Church St Albany</u>	<u>816 Commerce Road Altamont</u>			
	<u>Price Per Ton</u>	<u>Price Per Ton</u>	<u>Price Per Ton</u>			
403.11 Type 1 Base	\$ 54.00					
403.13 Type 3 Binder	\$ 55.00					
403.15 Shim Course			\$ 79.00			
403.16 Type 6 Top	\$ 57.50					
403.1701 Type 6F Top (High Marshall Design)	\$ 57.50					
403.18 Type 7 Top	\$ 61.00					
403.1901 Type 7F (High Friction Design)	\$ 61.00					
403.21 Asphalt Concrete Truing & Leveling	\$ 61.00					
403.2010 Winter Mix-Non Fiber						
15402.2030 Plant mixed cold patch		\$ 121.50				
403.2040 Winter Mix W/Fiber						
Mileage cost	8.12	8.42	7.89			
	8.12	8.42	7.89			

Albany County Berne, 821 Cole Hill Road, CR2 East Berne NY 12059						
	Pick up Location	Callanan	Gorman Bros	Carver Sand & Gravel		
Item		Price Per Ton	Price Per Ton	Price Per Ton		
403.11 Type 1 Base		\$ 54.00				
403.13 Type 3 Binder		\$ 55.00				
403.15 Shim Course				\$ 79.00		
403.16 Type 6 Top				\$ 58.40		
403.1701 Type 6F Top (High Marshall Design)				\$ 58.40		
403.18 Type 7 Top		\$ 61.00				
403.1901 Type 7F (High Friction Design)		\$ 61.00				
403.21 Asphalt Concrete Truing & Leveling		\$ 61.00				
403.2010 Winter Mix-Non Fiber						
15402.2030 Plant mixed cold patch			\$ 121.50			
403.2040 Winter Mix W/Fiber						
Mileage cost		\$ 10.59	13.23	9.32		
		\$ 10.59	13.23	9.32		

Town of Guilderland 6338 French's Mill Road, Guilderland Center NY 12085						
	Pick up Location	Dolomite Products Company	Gorman Bros	New Castle Asphalt		
Item		145 Cordell Rd Scher Albany	200 Church St Albany	230 Riverside Ave Rensselaer		
		Price Per Ton	Price Per Ton	Price Per Ton		
403.11 Type 1 Base		\$ 54.00				
403.13 Type 3 Binder		\$ 55.00				
403.15 Shim Course				\$ 80.00		
403.16 Type 6 Top		\$ 57.50				
403.1701 Type 6F Top (High Marshall Design)		\$ 57.50				
403.18 Type 7 Top		\$ 61.00				
403.1901 Type 7F (High Friction Design)		\$ 61.00				
403.21 Asphalt Concrete Truing & Leveling		\$ 61.00				
403.2010 Winter Mix-Non Fiber						
15402.2030 Plant mixed cold patch			\$ 121.50			
403.2040 Winter Mix W/Fiber						
Mileage cost		5.41	9.92	8.42		
		5.41	9.92	8.42		

Albany County Request for Contract Approval

Contract #	2025-2911
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	D5110 - Maintenance of Roads and Bridges
Date Submitted	Thursday, April 3, 2025
Contact Person	Ramundo, Lisa
Contact Phone	518-655-7902
Vendor Info	Multiple Multiple, Multiple, Multiple 00000
Estimated Amount	\$75,000.00
Estimated Term	5/1/2025 to 4/30/2026
Scope of Services	The Public Works Department requests approval of awards for the 2025 Crushed Stone Bid (RFB #2025-013) as per the attached highlighted spreadsheets. The various crushed stone items on bid are purchased by Public Works as needed for various jobs throughout the County for road maintenance and repair.
Budget Line Item	DD5110 - 44075 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner

Date: March 31, 2025

Re: RFB#2025-013 Crushed Stone

The Public Works Department respectfully requests approval of awards for the 2025 Crushed Stone Bid (RFB #2025-013) as per the attached highlighted spreadsheets. The term of this award is for the period of one (1) year (5/1/25-4/30/26) and shall not exceed \$75,000.00.

The various crushed stone items on bid are purchased by Public Works as needed for various jobs throughout the County for road maintenance and repair.

The Albany County Purchasing Department puts this bid out with a mileage cost factored in per Division/Town to obtain the best cost effective prices for the pickup of each product.

Please contact my office if further information is needed.



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: Scott Duncan, Deputy Commissioner
DPW

FROM: Pamela O Neill
Purchasing Agent

DATE: March 28, 2025

RE: RFB#2025-013 Crushed Stone

I am in receipt of your recommendation to award the aforementioned Request for Bids to the listed vendors for each district.

As the vendors listed are the low responsive and responsible 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 to the successful bidder.



DANIEL P. McCOY
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LISA M. RAMUNDO, PE
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

Memorandum

To: *Pamela O'Neill, Purchasing Agent*

From: *Scott Duncan, Deputy Commissioner*

Date: *March 25, 2025*

RE: *RFB #2025-013 Crushed Stone*

I have reviewed the bid results for the above referenced RFB. I would like to recommend the low bidder per item and location as highlighted on the attached spreadsheets.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
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112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
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DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES
PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Scott Duncan
Public Works

FROM: Tina King
Purchasing

DATE: March 18, 2025

RE: Request for Bids # 2025-014
Asphalt Material Only

Enclosed please find the tabulation of bids received for your RFB # 2025-014, Asphalt Material Only. Eight (8) bids were received, All State, Callanan, Carver, Cobleskill, Troy, Dolomite, Peckham and New Castle. Please review and return your recommendation for award to the Purchasing Agent.

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

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

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

enc.

Albany County Colonie 756 Albany Shaker Road, Colonie NY 12212									
		Callanan	Carver Sand & Gravel		Troy Sand & Gravel	WM Biers	Wm Larned & Sons		
Pick up Location	Item	Price Per Ton	Price Per Ton		Price Per Ton	Price Per Ton	Price Per Ton		
105 Peter Callanan Drive, South Bethlehem	Screenings	\$ 9.50							
	1A	\$ 21.00							
	1A Washed	\$ 22.00							
	1B	\$ 9.50							
	1B Washed	\$ 10.85							
	1			\$ 16.50					
	1 ST		\$ 13.75						
	1 ST Washed		\$ 13.75						
	1 & 2 Mixed			\$ 16.50					
	2	\$ 13.00							
	3A	\$ 13.00							
	3	\$ 13.00							
	5 (Railroad Ballast)	\$ 15.00							
	Stone Fill Light	\$ 15.50							
	Stone Fill Medium	\$ 19.50							
	Stone Fill Heavy	\$ 22.50							
	Gabion Stone	\$ 15.50							
	Crusher Run w/Stone Dusk for Compaction			\$ 12.50					
	Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A		\$ 19.75						
	Stone Dust	\$ 9.50							
	Yellow Sand (Sandy Lone or Sticky Sand)			\$ 20.00					
	Stone Fill Extra Heavy/Delivered		\$ 47.75						
	Item#4 Gravel/Delivered						\$ 20.50		
	Screenings Snow & Ice Control/Delivered	\$ 20.50							
	1B Washed Snow & Ice Control/Delivered	\$ 21.85							
Additional delivery price per ton for any item that is priced for Pick Up		11.00 med& Heavy	NO BID			\$ 10.50	10.00 med & heavy stone	17.50	

Albany County New Scotland 449 New Salem Road, Voorheesville NY 12186									
Pick up Location	Callanan	Carver Sand & Gravel	Wm Larned & Sons						
	105 Peter Callanan Drive, South Bethlehem	Rt 30 Schoharie	138 Cole Hill Rd Berne						
Item	Price Per Ton	Price Per Ton	Price Per Ton						
Screenings	\$ 9.50								
1A	\$ 21.00								
1A Washed	\$ 22.00								
1B	\$ 9.50								
1B Washed	\$ 10.85								
1	\$ 13.90								
1 ST		\$ 13.75							
1 ST Washed		\$ 13.75							
1 & 2 Mixed	\$ 14.00								
2			\$ 12.00						
3A	\$ 13.00								
3	\$ 13.00								
5 (Railroad Ballast)	\$ 15.00								
Stone Fill Light	\$ 15.50								
Stone Fill Medium	\$ 19.50								
Stone Fill Heavy	\$ 22.50								
Gabion Stone	\$ 15.50								
Crusher Run w/Stone Dusk for Compaction			\$ 9.45						
Stone Blend: (Mix of 25% 2 Washed									
Stone, 25% 1 Washed Stone, 50% 1A		\$ 19.75							
Stone Dust	\$ 9.50								
Yellow Sand (Sandy Lone or Sticky Sand)			\$ 20.00						
Stone Fill Extra Heavy/Delivered		\$ 47.75							
Item#4 Gravel/Delivered			\$ 20.50						
Screenings Snow & Ice Control/Delivered	\$ 17.50								
1B Washed Snow & Ice Control/Delivered	\$ 18.85								
Additional delivery price per ton for any item that is priced for Pick Up				8 med& Heavy Stor	NO BID	8.50med & heavy stone 17.50			

Albany County Coeymans 145 CR 111, Alcove NY 12007									
Callanan		Cobleskill Stone Products		Carver Sand & Gravel		Troy Sand & Gravel		WM Biers	
105 Peter Callanan Drive, South Bethlehem		Rt 30 Schoharie		Rt 30 Schoharie		36 Grange Road West Sand Lake		100 Port St Albany NY 12202	
Item	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton
Screenings	\$ 9.50								
1A	\$ 21.00								
1A Washed	\$ 22.00								
1B	\$ 9.50								
1B Washed	\$ 10.85								
1	\$ 13.90								
1 ST				\$ 13.75					
1 ST Washed				\$ 13.75					
1 & 2 Mixed	\$ 14.00								
2	\$ 13.00								
3A	\$ 13.00								
3	\$ 13.00								
5 (Railroad Ballast)	\$ 15.00								
Stone Fill Light	\$ 15.50								
Stone Fill Medium	\$ 19.50								
Stone Fill Heavy	\$ 22.50								
Gabion Stone	\$ 15.50								
Crusher Run w/Stone Dusk for Compact	\$ 10.95								
Stone Blend: (Mix of) 25% 2 Washed									
Stone, 25% 1 Washed Stone, 50% 1A			\$ 19.75						
Stone Dust	\$ 9.50								
Yellow Sand (Sandy Lone or Sticky Sand)							\$ 20.00		
Stone Fill Extra Heavy/Delivered			\$ 47.75						
Item#4 Gravel/Delivered								\$ 20.50	
Screenings Snow & Ice Control/Delivered	\$ 15.50								
1B Washed Snow & Ice Control/Delivered	\$ 16.85								
Additional delivery price per ton for any item that is priced for Pick Up		6.00 med& Heavy Stone hourly		NO BID		\$		10.50 9.50 med & heavy stone 17.50	

Albany County Westerlo 19 CR 410 Westerlo NY 12193		Callanan	Cobleskill Stone Products	Carver Sand & Gravel	Wm Larned & Sons		
Pick up Location	105 Peter Callanan Drive, South Bethlehem	Rt 30 Schoharie	Rt 30 Schoharie	138 Cole Hill Rd Berne			
Item	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton		
Screenings	\$ 9.50						
1A	\$ 21.00						
1A Washed	\$ 22.00						
1B	\$ 9.50						
1B Washed	\$ 10.85						
1	\$ 13.90						
1 ST		\$ 13.95					
1 ST Washed		\$ 13.95					
1 & 2 Mixed	\$ 14.00						
2				\$ 12.00			
3A	\$ 13.00						
3	\$ 13.00						
5 (Railroad Ballast)	\$ 15.00						
Stone Fill Light	\$ 15.50						
Stone Fill Medium							
Stone Fill Heavy	\$ 22.50				\$ 21.00		
Gabion Stone	\$ 15.50						
Crusher Run w/Stone Dusk for Compaction					\$ 9.45		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A		\$ 18.60					
Stone Dust	\$ 9.50						
Yellow Sand (Sandy Lone or Sticky Sand)					\$ 20.00		
Stone Fill Extra Heavy/Delivered			\$ 47.75				
Item#4 Gravel/Delivered				\$ 20.50			
Screenings Snow & Ice Control/Delivered	\$ 16.50						
1B Washed Snow & Ice Control/Delivered	\$ 17.85						
Additional delivery price per ton for any item that is priced for Pick Up		7.00 med& Heavy Stone hourly	NO BID	8.5 med & heavy stone	17.50		

Albany County Berne, 821 Cole Hill Road, CR2 East Berne NY 12059											
		Callanan	Cobleskill Stone Products	Carver Sand & Gravel	Wm Larned & Sons						
Pick up Location	Item	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton						
105 Peter Callanan Drive, South Bethlehem	Screenings		\$ 10.00								
	1A		\$ 19.35								
	1A Washed		\$ 19.35								
	1B	\$ 9.50									
	1B Washed	\$ 10.85									
	1		\$ 13.95								
	1 ST		\$ 13.95								
	1 ST Washed		\$ 13.95								
	1 & 2 Mixed		\$ 13.95								
	2					\$ 12.00					
	3A		\$ 13.95								
	3		\$ 13.95								
5 (Railroad Ballast)			\$ 13.95								
	Stone Fill Light	\$ 15.50									
	Stone Fill Medium		\$ 18.75								
	Stone Fill Heavy					\$ 26.00					
	Gabion Stone	\$ 15.50									
	Crusher Run w/Stone Dusk for Compaction					\$ 9.45					
	Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		\$ 18.60								
	Stone Dust		\$ 10.00								
	Yellow Sand (Sandy Lone or Sticky Sand)					\$ 20.00					
	Stone Fill Extra Heavy/Delivered			\$ 47.75							
	Item#4 Gravel/Delivered										
	Screenings Snow & Ice Control/Delivered	\$ 17.50									
	1B Washed Snow & Ice Control/Delivered	\$ 18.85									
Additional delivery price per ton for any item that is priced for Pick Up		8.00 med& Heavy St	\$ 5.20	NO BID	8.00 med & heavy stone	17.50					

Albany County Knox 1296 Township Road, SR 146 Knox NY 12107									
	Pick up Location	Callanan	Cobleskill Stone Products	Carver Sand & Gravel	Wm Larned & Sons				
		105 Peter Callanan Drive, South Bethlehem	Rt 30 Schoharie	Rt 30 Schoharie	138 Cole Hill Rd Berne				
Item		Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton				
Screenings			\$ 10.00						
1A			\$ 19.35						
1A Washed			\$ 19.35						
1B			\$ 13.95						
1B Washed			\$ 13.95						
1			\$ 13.95						
1 ST			\$ 13.95						
1 ST Washed			\$ 13.95						
1 & 2 Mixed			\$ 13.95						
2					\$ 12.00				
3A			\$ 13.95						
3			\$ 13.95						
5 (Railroad Ballast)			\$ 13.95						
Stone Fill Light			\$ 17.25						
Stone Fill Medium			\$ 18.75						
Stone Fill Heavy			\$ 20.75						
Gabion Stone			\$ 17.25						
Crusher Run w/Stone Dusk for Compaction					\$ 9.45				
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone			\$ 18.60						
Stone Dust			\$ 10.00						
Yellow Sand (Sandy Lone or Sticky Sand)					\$ 20.00				
Stone Fill Extra Heavy/Delivered				\$ 47.75					
Item#4 Gravel/Delivered					\$ 20.50				
Screenings Snow & Ice Control/Delivered		19.50							
1B Washed Snow & Ice Control/Delivered				\$ 19.10					
Additional delivery price per ton for any item that is priced for Pick Up									
		10 med& Heavy Std	\$ 4.65	NO BID	8.00 med & heavy stone	17.50			

Albany County Rensselaerville 265 CR 357 Medusa NY 12120		Callanan	Carver Sand & Gravel	Wm Larned & Sons				
Pick up Location	Item	Price Per Ton	Price Per Ton	Price Per Ton				
	Screenings	\$ 9.50						
	1A		\$ 19.30					
	1A Washed		\$ 19.30					
	1B	\$ 9.50						
	1B Washed	\$ 10.85						
	1	\$ 13.90						
	1 ST		\$ 13.75					
	1 ST Washed		\$ 13.75					
	1 & 2 Mixed	\$ 14.00						
	2			\$ 12.00				
	3A	\$ 13.00						
	3	\$ 13.00						
	5 (Railroad Ballast)	\$ 15.00						
	Stone Fill Light	\$ 15.50						
	Stone Fill Medium			\$ 21.00				
	Stone Fill Heavy			\$ 26.00				
	Gabion Stone	\$ 15.50						
	Crusher Run w/Stone Dusk for Compaction			\$ 9.45				
	Stone Blend: (Mix of) 25% 2 Washed							
	Stone, 25% 1 Washed Stone, 50% 1A		\$ 19.75					
	Stone Dust	\$ 9.50						
	Yellow Sand (Sandy Lone or Sticky Sand)			\$ 20.00				
	Stone Fill Extra Heavy/Delivered		\$ 47.75					
	Item#4 Gravel/Delivered			\$ 20.50				
	Screenings Snow & Ice Control/Delivered	\$ 17.50						
	1B Washed Snow & Ice Control/Delivered	\$ 18.85						
Additional delivery price per ton for any item that is priced for Pick Up		8.00 med& Heavy S	NO BID	8.50 med & heavy stone	17.50			

Town of New Scotland 2029 New Scotland Road, Slingerlands NY 12159						
	<u>Callanan</u>	<u>Cobleskill Stone Products</u>	<u>Carver Sand & Gravel</u>	<u>Wm Larned & Sons</u>		
	105 Peter Callanan Drive, South Bethlehem	Rt 30 Schoharie	Rt 30 Schoharie	138 Cole Hill Rd Berne		
Item	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton		
Screenings	\$ 9.50					
1A	\$ 21.00					
1A Washed	\$ 22.00					
1B		\$ 13.95				
1B Washed		\$ 13.95				
1		\$ 13.95				
1 ST		\$ 13.95				
1 ST Washed		\$ 13.95				
1 & 2 Mixed	\$ 14.00					
2				\$ 12.00		
3A	\$ 13.00					
3	\$ 13.00					
5 (Railroad Ballast)	\$ 15.00					
Stone Fill Light	\$ 15.50					
Stone Fill Medium	\$ 19.50					
Stone Fill Heavy	\$ 22.50					
Gabion Stone	\$ 15.50					
Crusher Run w/Stone Dusk for Compaction				\$ 9.45		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		\$ 18.60				
Stone Dust	\$ 9.50					
Yellow Sand (Sandy Lone or Sticky Sand)				\$ 20.00		
Stone Fill Extra Heavy/Delivered			\$ 47.75			
Item#4 Gravel/Delivered				\$ 20.50		
Screenings Snow & Ice Control/Delivered	\$ 16.50					
1B Washed Snow & Ice Control/Delivered	\$ 17.85					
Additional delivery price per ton for any item that is priced for Pick Up	7.00 med& Heavy S	NO BID	NO BID	8.50 med & heavy stone 17.50		

Town of Guilderland 6338 French's Mill Road, Guilderland Center NY 12085									
Pick up Location	Callanan	Cobleskill Stone Products	Carver Sand & Gravel	WM Biers	Wm Larned & Sons				
	105 Peter Callanan Drive, South Bethlehem	Rt 30 Schoharie	Rt 30 Schoharie	100 Port St Albany NY 12202	138 Cole Hill Rd Berne				
Item	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton				
Screenings	\$ 9.50								
1A		\$ 19.35							
1A Washed		\$ 19.35							
1B	\$ 9.50								
1B Washed	\$ 10.85								
1	\$ 13.90								
1 ST		\$ 13.95							
1 ST Washed		\$ 13.95							
1 & 2 Mixed	\$ 14.00								
2					\$ 12.00				
3A	\$ 13.00								
3	\$ 13.00								
5 (Railroad Ballast)		\$ 13.95							
Stone Fill Light	\$ 15.50								
Stone Fill Medium	\$ 19.50								
Stone Fill Heavy		\$ 20.75							
Gabion Stone	\$ 15.50								
Crusher Run w/Stone Dusk for Compaction					\$ 9.45				
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		\$ 18.60							
Stone Dust	\$ 9.50								
Sand)				\$ 20.00					
Stone Fill Extra Heavy/Delivered			\$ 47.75						
Item#4 Gravel/Delivered					\$ 20.50				
Screenings Snow & Ice Control/Delivered	\$ 18.50								
1B Washed Snow & Ice Control/Delivered	\$ 19.85								
Additional delivery price per ton for any item that is priced for Pick Up									
	9.00 med& Heavy S	NO BID	NO BID	\$ 10.50	8.50 med & heavy stone	17.50			

Town of Coeymans 1305 SR 143 Coeymans Hollow NY 12046		Callanan	Cobleskill Stone Products	Carver Sand & Gravel	Wm Larned & Sons		
Pick up Location		105 Peter Callanan Drive, South Bethlehem	Rt 30 Schoharie	Rt 30 Schoharie	138 Cole Hill Rd Berne		
Item		Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton		
Screenings		\$ 9.50					
1A		\$ 21.00					
1A Washed		\$ 22.00					
1B		\$ 9.50					
1B Washed		\$ 10.85					
1		\$ 13.90					
1 ST			\$ 13.95				
1 ST Washed			\$ 13.95				
1 & 2 Mixed		\$ 14.00					
2		\$ 13.00					
3A		\$ 13.00					
3		\$ 13.00					
5 (Railroad Ballast)		\$ 15.00					
Stone Fill Light		\$ 15.50					
Stone Fill Medium		\$ 19.50					
Stone Fill Heavy		\$ 22.50					
Gabion Stone		\$ 15.50					
Crusher Run w/Stone Dusk for Compacti		\$ 10.95					
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone			\$ 18.60				
Stone Dust		\$ 9.50					
Yellow Sand (Sandy Lone or Sticky Sand)					\$ 20.00		
Stone Fill Extra Heavy/Delivered				\$ 47.75			
Item#4 Gravel/Delivered					\$ 20.50		
Screenings Snow & Ice Control/Delivered		\$ 14.50					
1B Washed Snow & Ice Control/Delivered		\$ 15.85					
Additional delivery price per ton for any item that is priced for Pick Up		5.00 med& Heavy S	NO BID	NO BID	10.25 med & heavy stone	17.50	

Town of Westerlo 671 CR401 Westerlo NY 12193		Callanan	Cobleskill Stone Products	Carver Sand & Gravel	Wm Larned & Sons		
Pick up Location	Item	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton		
105 Peter Callanan Drive, South Bethlehem					138 Cole Hill Rd Berne		
	Screenings	\$ 9.50					
	1A	\$ 21.00					
	1A Washed	\$ 22.00					
	1B	\$ 9.50					
	1B Washed	\$ 10.85					
	1	\$ 13.90					
	1 ST		\$ 13.95				
	1 ST Washed		\$ 13.95				
	1 & 2 Mixed	\$ 14.00					
	2				\$ 12.00		
	3A	\$ 13.00					
	3	\$ 13.00					
	5 (Railroad Ballast)	\$ 15.00					
	Stone Fill Light	\$ 15.50					
	Stone Fill Medium				\$ 21.00		
	Stone Fill Heavy				\$ 26.00		
	Gabion Stone	\$ 15.50					
	Crusher Run w/Stone Dusk for Compaction				\$ 9.45		
	Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A		\$ 18.60				
	Stone Dust	\$ 9.50					
	Yellow Sand (Sandy Lone or Sticky Sand)				\$ 20.00		
	Stone Fill Extra Heavy/Delivered			\$ 47.75			
	Item#4 Gravel/Delivered				\$ 20.50		
	Screenings Snow & Ice Control/Delivered	\$ 16.50					
	1B Washed Snow & Ice Control/Delivered	\$ 17.85					
	Additional delivery price per ton for any item that is priced for Pick Up	7.00 med& Heavy S	NO BID	NO BID	7.50 med & heavy stone	17.50	

Town of Berne 1811 Helderberg Trail Highway Dept Berne NY 12023						
	Callanan	Cobleskill Stone Products	Carver Sand & Gravel	Wm Larned & Sons		
Pick up Location	105 Peter Callanan Drive, South Bethlehem	Rt 30 Schoharie	Rt 30 Schoharie	138 Cole Hill Rd Berne		
Item	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton		
Screenings		\$ 10.00				
1A		\$ 19.35				
1A Washed		\$ 19.35				
1B		\$ 13.95				
1B Washed		\$ 13.95				
1		\$ 13.95				
1 ST		\$ 13.95				
1 ST Washed		\$ 13.95				
1 & 2 Mixed		\$ 13.95				
2				\$ 12.00		
3A		\$ 13.95				
3		\$ 13.95				
5 (Railroad Ballast)		\$ 13.95				
Stone Fill Light		\$ 17.25				
Stone Fill Medium		\$ 18.75				
Stone Fill Heavy		\$ 20.75				
Gabion Stone		\$ 17.25				
Crusher Run w/Stone Dusk for Compaction				\$ 9.45		
Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		\$ 18.60				
Stone Dust		\$ 10.00				
Sand)				\$ 20.00		
Stone Fill Extra Heavy/Delivered			\$ 47.75			
Item#4 Gravel/Delivered				\$ 20.50		
Screenings Snow & Ice Control/Delivered	\$ 18.50					
1B Washed Snow & Ice Control/Delivered			\$ 18.75			
Additional delivery price per ton for any item that is priced for Pick Up	9.00 med& Heavy S	NO BID	NO BID	7.50 med & heavy stone	17.50	

Town of Knox 1411 Township Road SR 146 Knox NY 12107		Callanan	Cobleskill Stone Products	Carver Sand & Gravel	Wm Larned & Sons		
Pick up Location	Item	Price Per Ton	Price Per Ton	Price Per Ton	Price Per Ton		
105 Peter Callanan Drive, South Bethlehem				Rt 30 Schoharie	138 Cole Hill Rd Berne		
	Screenings		\$ 10.00				
	1A		\$ 19.35				
	1A Washed		\$ 19.35				
	1B		\$ 13.95				
	1B Washed		\$ 13.95				
	1		\$ 13.95				
	1 ST		\$ 13.95				
	1 ST Washed		\$ 13.95				
	1 & 2 Mixed		\$ 13.95				
	2				\$ 12.00		
	3A		\$ 13.95				
	3		\$ 13.95				
	5 (Railroad Ballast)		\$ 13.95				
	Stone Fill Light		\$ 17.25				
	Stone Fill Medium		\$ 18.75				
	Stone Fill Heavy		\$ 20.75				
	Gabion Stone		\$ 17.25				
	Crusher Run w/Stone Dusk for Compaction				\$ 9.45		
	Stone Blend: (Mix of 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A		\$ 18.60				
	Stone Dust		\$ 10.00				
	Yellow Sand (Sandy Lone or Sticky Sand)				\$ 20.00		
	Stone Fill Extra Heavy/Delivered			\$ 47.75			
	Item#4 Gravel/Delivered				\$ 20.50		
	Screenings Snow & Ice Control/Delivered	\$ 19.50					
	1B Washed Snow & Ice Control/Delivered			19.1			
	Additional delivery price per ton for any item that is priced for Pick Up	10.00 med& Heavy	NO BID	NO BID	7.50 med & heavy stone	17.50	

City of Albany Rapp Road Landfill Albany NY 12205		Callanan	Callanan	Cobleskill Stone Products	Troy Sand & Gravel	WM Biers	WM Biers	Wm Larned & Sons
Pick up Location	Item	Price Per Ton	Delivered	Price Per Ton	Price Per Ton	Price Per Ton	Delivered	Delivered
105 Peter Callanan Drive, South Bethlehem	Screenings	\$ 9.50	\$ 18.50					
	1A	\$ 21.00	\$ 30.00					
	1A Washed	\$ 22.00	\$ 31.00					
	1B	\$ 9.50	\$ 18.50					
	1B Washed	\$ 10.85	\$ 19.85					
	1	\$ 13.90	\$ 22.90					
	1 ST		\$ -	\$ 13.95			\$ 57.00	
	1 ST Washed		\$ -	\$ 13.95			\$ 64.00	
	1 & 2 Mixed	\$ 14.00	\$ 23.00					
	2	\$ 13.00	\$ 22.00					
	3A	\$ 13.00	\$ 22.00					
	3	\$ 13.00	\$ 22.00					
	5 (Railroad Ballast)	\$ 15.00	\$ 24.00					
	Stone Fill Light	\$ 15.50	\$ 24.50					
	Stone Fill Medium	\$ 19.50						
	Stone Fill Heavy	\$ 22.50						\$ 38.50
	Gabion Stone	\$ 15.50	\$ 24.50					\$ 43.50
	Crusher Run w/Stone Dust for Compaction 3/4"		\$ 19.95		\$ 12.50			
	Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone			\$ 18.60				
	Stone Dust	\$ 9.50	\$ 18.50					
	Sand)					\$ 20.00	\$ 53.14	\$ 22.00
	Rip Rap			\$ 20.75				
	Stone Fill Extra Heavy/Delivered						\$ 34.85	\$ 20.50
	Item#4 Gravel/Delivered							
	Screenings Snow & Ice Control/Delivered		\$ 18.50					
	1B Washed Snow & Ice Control/Delivered		\$ 19.85					
Additional delivery price per ton for any item that is priced for Pick Up		9.00 med& Heavy Stone hourly				\$ 10.00		

City of Albany 1 Conners Blvd, Albany Ny 12204		Callanan	Callanan	Cobleskill Stone Products	WM Biers	WM Biers	Wm Larned & Sons
Pick up Location	Item	Price Per Ton	Delivered	Price Per Ton	Price Per Ton	Delivered	Delivered
105 Peter Callanan Drive, South Bethlehem	Screenings	\$ 9.50	\$ 16.50				
	1A	\$ 21.00	\$ 28.00				
	1A Washed	\$ 22.00	\$ 29.00				
	1B	\$ 9.50	\$ 16.50				
	1B Washed	\$ 10.85	\$ 17.85				
	1	\$ 13.90	\$ 20.90				
	1 ST			\$ 13.95		\$ 57.00	
	1 ST Washed			\$ 13.95		\$ 64.00	
	1 & 2 Mixed	\$ 14.00	\$ 21.00				
	2	\$ 13.00	\$ 20.00				
	3A	\$ 13.00	\$ 20.00				
	3	\$ 13.00	\$ 20.00				
	5 (Railroad Ballast)	\$ 15.00	\$ 22.00				
	Stone Fill Light	\$ 15.50	\$ 22.50				
	Stone Fill Medium	\$ 19.50				\$ 49.15	
	Stone Fill Heavy	\$ 22.50				\$ 53.14	
	Gabion Stone	\$ 15.50	\$ 22.50				
	Crusher Run w/Stone Dusk for Compact	\$ 10.95	\$ 17.95				
	Stone Blend: (Mix of 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		\$ -	\$ 18.60			
	Stone Dust	\$ 9.50	\$ 16.50				
	Yellow Sand (Sandy Lone or Sticky Sand)				\$ 20.00	\$ 22.00	
	Rip Rap			\$ 20.75		\$ 53.14	
	Stone Fill Extra Heavy/Delivered					\$ 20.50	
	Item#4 Gravel/Delivered					\$ 34.85	
	Screenings Snow & Ice Control/Delivered		\$ 16.50				
	1B Washed Snow & Ice Control/Delivered		\$ 17.85				
Additional delivery price per ton for any item that is priced for Pick Up		7.00 med& Heavy Stone hourly			\$ 10.00		

Albany County Request for Contract Approval

Contract #	2025-2912
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	D5010 - Public Works
Date Submitted	Thursday, April 3, 2025
Contact Person	Ramundo, Lisa
Contact Phone	518-655-7902
Vendor Info	Morbark, LLC PO Box 277213, Atlanta, GA 30384-7213
Estimated Amount	\$69,026.30
Estimated Term	5/1/2025 to 12/31/2025
Scope of Services	The Public Works Department requests approval to purchase one (1) Morbark Brush Chipper. This vendor has been selected from the New York State Contract #PC69987.
Budget Line Item	CAPIT - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

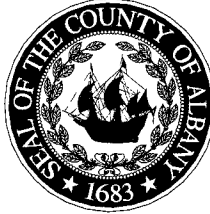
Date**For Contract Board Use:**

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 P. McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner

Date: April 3, 2025

Re: Contract Request

The Public Works Department respectfully requests approval to purchase one (1) Morbark BVR16 Brush Chipper from Morbark LLC. This vendor has been selected from the New York State Contract #PC69987. The total purchase price shall not exceed \$69,026.30. Bond money will be used to fund this purchase.

If there are any questions or further information is needed, please feel free to contact my 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: Lisa M. Ramundo, Commissioner
Public Works

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: April 3, 2025

RE: Purchase of Brush Chipper

I am in receipt of your recommendation letter for NYS Contract PC PC69987 Morbark LLC for the purchased of a Brush Chipper in the amount of \$69,026.30.

As Morbark LLC has a current NYS Contract PC69987 Group#40625 Award#PGB22792 I approve your recommendation.

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO,
COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neil Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: April 3, 2025

RE: Purchase of a Brush Chipper

The Public Works Department respectfully requests approval to purchase one (1) Morbark BVR16 Brush Chipper from Morbark LLC. This vendor has been selected from the New York State Contract #PC69987. The total purchase price shall not exceed \$69,026.30.

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



MORBARK®



Equipment Quote and Order

Sold To: Albany County Department of Public Works
449 New Salem Rd #2
Voorheesville, NY 12186

Herein referred to as 'buyer'

Final Delivery: Albany County Department of Public Works

TBD

TBD

Ship To: Tracey Road Equipment

TBD

TBD

Attn: Matt Brayman

Quote #: 160401 Quote Date: 4/1/2025 Contact: Lead Time: Est 4-5 Months ARO

Terms: Net 30 Days Ph #: Delivery Instructions: FOB-Destination

Preparer: Erika Snyder Email: Customer PO#:

2025 Morbark BVR16 Brush Chipper

EQUIPMENT AND OPTIONS

STANDARD UNIT:

- Morbark orange urethane paint system
- Dual horizontal feed wheel with hydraulic lift assist, manually applied hydraulic down pressure at the control panel, direct drive bottom feed wheel with torque arm coupler and reversing automatic feed system
- Electronic three position control bar
- Gauge panel mounted on side of infeed
- 24" diameter x 24-3/4" wide staggered knife pocket drum with four (4) dual-edged chipper knives
- Manual crank swivel discharge with 360° rotation
- 30-gallon composite fuel tank with sight gauge and drain plug
- 12-gallon composite hydraulic reservoir with sight gauge and drain plug
- 6" x 3" tubular steel tongue with hitch plate
- 7-pin flat electrical connector
- 9,000# Torsion axle with electric brakes and break-away actuator
- Toolbox
- Complete set of manuals
- PSI 6.0L, 174-HP gasoline engine with Morbark ZeroClutch (centrifugal) in lieu of standard

OPTIONS:

- Chipper Knife Maintenance Kit, P/N 29834-927 includes (4) knives and (12) bolts
- Chocks and chock holders (complete set of 2)
- Cone holder
- Spare 235/75R x 17.5" tire and rim
- Spare tire mount
- Variable speed flow control

NYSC PC69681

TOTAL CALCULATION

Quantity Requested:	1			
	Entries			Calculation
Configured Total		=	\$	76,620.00
Discount	13.5%	=	\$	(10,343.70)
Freight-In		=	\$	1,500.00
PDI		=	\$	750.00
Freight-Out		=	\$	500.00
Extended Price		=		\$69,026.30

QUOTE IS VALID FOR 30 DAYS

PURCHASE ORDERS MUST BE MADE OUT TO MORBARK LLC
W9 can be requested from erika.snyder@morbark.com

Morbark LLC
PO Box 277213
Atlanta, Georgia 30384-7213

Albany County Request for Contract Approval

Contract #	2025-2905
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	G8130 - Sewage Treatment
Date Submitted	Wednesday, April 2, 2025
Contact Person	Gaudio, Angelo
Contact Phone	518-447-1624
Vendor Info	Guerin Generator Services 831 NY-67, Ballston Spa, NY 12020
Estimated Amount	\$70,000.00
Estimated Term	5/1/2025 to 5/31/2029
Scope of Services	Guerin to provide preventative and on-call emergency services at North and South plant generators. Contract term is four years with the option of two consecutive one year renewals.
Budget Line Item	GG8130 - 44046 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. 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

COMMISSION
DENNIS RIGOSU
CHAIRMAN

NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

April 1, 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-2025-027 Generator Preventative Maintenance & Emergency Services
Guerin Generator Services**

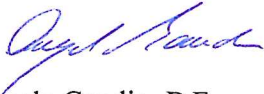
Dear Contract Administration Board:

The Water Purification District (District) is requesting contract authorization with Guerin Generator Services (Guerin) in the amount of \$70,000 to provide preventive and on-call emergency services on the District's North and South Treatment Plants generators. The contract term is for four (4) years from the time of approval with the option for two (2) consecutive one (1) year renewals.

Guerin was the sole and lowest responsible bidder to the above reference RFB. The bid tabulation, District's recommendation memo and Purchasing Department's concurrence memo are enclosed herein.

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

Sincerely,



Angelo Gaudio, P.E.
Executive Director

Enc: Bid Tabulation
Purchasing Department Concurrence Memo
District Recommendation Memo

cc: Wesley Hartmann, Policy Analyst
Alex Dott, Budget Analyst

RFB-2025-027 Tabulation

Bidder	<u>GUERIN GENERATOR SERVICES</u>			
Location/Site	2025	2026	2027	2028
North Plant	Emergency Service Only	\$2,972.00	\$2,972.00	\$3,013.00
1 Canal Road South				
Albany NY 12204				
Caterpillar #1				
North Plant	Emergency Service Only	\$2,972.00	\$2,972.00	\$3,013.00
1 Canal Road South				
Albany NY 12204				
Caterpillar #2				
North Plant	Emergency Service Only	\$1,284.00	\$1,284.00	\$1,306.00
1 Canal Road South				
Albany NY 12204				
Cummins				
North Plant	Emergency Service Only	\$1,244.00	\$1,244.00	\$1,266.00
1 Canal Road South				
Albany NY 12204				
Generac				
South Plant	Emergency Service Only	\$5,318.00	\$5,318.00	\$5,397.00
1 Canal Road South				
Albany NY 12204				
Caterpillar				

HOURLY RATE TYPE	HOURLY RATE FOR 2025	HOURLY RATE FOR 2026	HOURLY RATE FOR 2027	HOURLY RATE FOR 2028
Weekdays, Regular Hours 0800-1700	\$165.00	\$168.00	\$168.00	\$172.00
Weekend After Hours	\$247.50	\$252.00	\$252.00	\$258.00
Saturday Hours	\$247.50	\$252.00	\$252.00	\$258.00
Sunday Hours	\$330.00	\$336.00	\$336.00	\$344.00
Holiday Hours	\$350.00	\$356.00	\$356.00	\$364.00



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

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

COMMISSION

DENNIS RIGOSU
CHAIRMAN

NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent

From: Angelo Gaudio, Executive Director 

Subject: RFB-2025-027 Preventative and Emergency Generator Services
Guerin Generator Services

Date: March 31, 2025

The Water Purification District completed its review of the bidder(s) that responded to the above referenced RFB and recommends award to the lowest responsible bidder, Guerin Generator Services for preventive and emergency generator services

The contract term is for four (4) years with the option of two (2) additional one (1) year renewals. The estimated contract amount for the 4 year term is \$70,000.

Please return your notice of concurrence so I may submit this contract request to CAB for approval.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio
Executive Director

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: 4/1/2025

RE: RFB #2025-027 Preventative Maintenance and emergency Service for Department of Water Purification Generators

I am in receipt of your recommendation to award the aforementioned to Guerin Generator Services in the amount of \$70,000.

As Guerin Generator Services is the lowest responsible and responsive bidder, I concur with your recommendation.

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

Albany County Request for Contract Approval

Contract #	2025-2874
Contract Type	B) CAB Contract
Contract Action	B) Amendment
Procurement Type	
Department	A6772 - Aging
Date Submitted	Wednesday, March 26, 2025
Contact Person	Dillon, Patrick
Contact Phone	518-447-7733
Vendor Info	Albany Jewish Community Center 340 Whitehall Road, Albany, New York 12208
Estimated Amount	\$3,288.00
Estimated Term	1/1/2024 to 12/31/2024
Scope of Services	The Department for Aging (DFA) requests legislative authorization to amend the contract with Albany Jewish Community Center, to provide additional Congregate Meal Services to older adults who reside within Albany County and meet specific criteria as required by Albany County and New York State Office for Aging.
Budget Line Item	AA6772 - 44046 -
Fiscal Impact	County: 10.00% State: 0.00% Federal: 90.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
100 HERITAGE LANE
ALBANY, NEW YORK 12211
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board

From: Patrick Dillon, Contract Administrator

Date: April 1, 2025

Regarding: Request for CAB Approval

Contractor – Albany Jewish Community Center
Contract Amendment Amount – \$ 3,288.00
Contract Term – 1/1/2024 – 12/31/2024
Funding Source – 90% - Federal, 10% - County

The Department for Aging (DFA) requests CAB approval to amend the contract with Albany Jewish Community Center to provide additional Kosher Congregate Meal Services to older adults who reside within Albany County and meet specific criteria as required by Albany County and New York State Office for Aging. Albany Jewish Community Center shall be responsible for ensuring meals meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council.

Albany Jewish Community Center provides Kosher Congregate Meal Services to older adults at one (1) location at 340 Whitehall Road, Albany, New York 12208. The Contractor served over 2,250 meals at their congregate location. They have requested an additional 274 congregate meal units totaling an additional \$3,288.00 at the one (1) location.

Albany County Request for Contract Approval

Contract #	2025-2876
Contract Type	B) CAB Contract
Contract Action	B) Amendment
Procurement Type	
Department	A6772 - Aging
Date Submitted	Wednesday, March 26, 2025
Contact Person	Dillon, Patrick
Contact Phone	518-447-7733
Vendor Info	Albany Jewish Community Center 340 Whitehall Road, Albany, New York 12206
Estimated Amount	\$5,185.16
Estimated Term	1/1/2024 to 12/31/2024
Scope of Services	ACDFA requesting CAB approval to amend contract with Albany Jewish Community Center for the provision of additional home delivered meals for qualified older adults in Albany County.
Budget Line Item	AA6772 - 44453 -
Fiscal Impact	County: 0.00% State: 100.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
100 HERITAGE LANE
ALBANY, NEW YORK 12211
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

To: Albany County Contract Approval Board

From: Patrick Dillon, Contract Administrator

Date: April 1, 2025

Regarding: Request for CAB Approval

Contractor – Albany Jewish Community Center
Amendment Amount – \$5,185.16
Contract Term – 1/1/2024 – 12/31/2024
Funding Source – 100% - State

The Department for Aging (DFA) requests CAB approval to amend the contract with Albany Jewish Community Center to provide additional kosher home delivered meal services to older adults who reside within Albany County and meet specific criteria as required by Albany County and New York State Office for Aging, and the Albany County Central Assessment Unit.

Albany Jewish Community Center delivered over 5000 kosher home delivered meals to older adults throughout Albany County. The demand for kosher meals in the Contractor's service area has exceeded its contracted amount. The amendment to the contract will increase the number of kosher home delivered meals by 432 meals.

AJCC HDM

AJCC	Vendor 1432	1/1/24-12/31/24					
Contract Amount:	\$51,996.00						
NET	\$ 59,038.56	113.54%					
Balance of Contract	-\$7,042.56	-13.54%					
	Income	Hot, Frozen & Cold Meals	Total USDA Units	Gross	Net	USDA	Check No.
Units		4,333	4333			\$ 0.74	
January	\$ 25.00	463	463	\$ 5,556.00	\$ 5,531.00	\$ 342.62	
February	\$ 25.00	440	440	\$ 5,280.00	\$ 5,255.00	\$ 325.60	
March	\$ 265.00	358	358	\$ 4,296.00	\$ 4,031.00	\$ 264.92	
April	\$ 290.00	441	441	\$ 5,292.00	\$ 5,002.00	\$ 326.34	
May		424	424	\$ 5,088.00	\$ 5,088.00	\$ 313.76	
June	\$ 500.00	384	384	\$ 4,608.00	\$ 4,108.00	\$ 284.16	
July	\$ 131.24	484	484	\$ 5,808.00	\$ 5,676.76	\$ 358.16	
Aug	\$ 200.00	458	458	\$ 5,496.00	\$ 5,296.00	\$ 338.92	
Sept	\$ 257.50	396	396	\$ 4,752.00	\$ 4,494.50	\$ 293.04	
Oct	\$ 25.00	410	410	\$ 4,920.00	\$ 4,895.00	\$ 303.40	
Nov		368	368	\$ 4,416.00	\$ 4,416.00	\$ 272.32	
Dec	\$ 178.70	452	452	\$ 5,424.00	\$ 5,245.30	\$ 334.48	
Total Units		5078	5078.0				
Total Paid	\$ 1,897.44	\$ 60,936.00	CHECK:	\$ 60,936.00	\$ 59,038.56	\$ 3,757.72	
Unit Balance		-745	-745				
Subsidy Award		\$ 51,996.00		\$51,996.00			
Subsidy Rate		\$ 12.00					
				-\$7,042.56			

Albany County Request for Contract Approval

Contract #	2025-2877
Contract Type	B) CAB Contract
Contract Action	B) Amendment
Procurement Type	
Department	A6772 - Aging
Date Submitted	Wednesday, March 26, 2025
Contact Person	Dillon, Patrick
Contact Phone	518-447-7733
Vendor Info	Catholic Charities 1462 Erie Boulevard, 2nd Floor, Schenectady, New York 12305
Estimated Amount	\$29,087.50
Estimated Term	1/1/2024 to 12/31/2024
Scope of Services	The Contractor has provide services to Albany County caregivers of older adults age 60 years and older. Services provided include respite, counseling, training seminars, caregiver telephone support groups.
Budget Line Item	AA6772 - 44046 -
Fiscal Impact	County: 38.00% State: 0.00% Federal: 62.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
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WWW.ALBANYCOUNTY.COM

DEBORAH RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board
From: Patrick Dillon, Contract Administrator
Date: April 1, 2025
Re: Request for CAB approval

Program:	III Elderly Caregiver
Provider:	Catholic Charities Senior & Caregiver Support Services
Contract Term:	1/1/24– 12/31/24
Contract Amount:	\$29,087.50
Older Adults Served:	50 Care Receivers / Caregivers

The Department for Aging (DFA) requests CAB approval to amend the contract with Catholic Charities to provide additional caregiver support. The Contractor provided the following additional services to older adults 60 years and older and their caregivers in Albany County:

1. Respite - the Contractor offers a temporary break to the caregivers by providing direct services to the care recipient. Such services would include; personal care, companion, and social adult day health services along with performing assessments.

The amendment will include an additional 587.5 Respite units.

Catholic Charities III-E 2024 CATHOLIC CHARITIES

2024 III-E CAREGIVER SERVICES									
CATHOLIC CHARTITY	Vendor #	2030							
Contract Amount:	\$31,260.00								
NET	\$60,347.50	193.05%							
Balance of Contract	-\$29,087.50	-93.05%							
		1a	2a	15	21				
	Income	PC2 Respite	PC1 Respite	Companion Care Respite	Public Information	Total Units	Gross	Net	Check No.
Units		600			12	612			
Jan	\$ -					0	\$ -	\$ -	
Feb	\$ -					0	\$ -	\$ -	
Mar	\$ -		24		1	25	\$ 1,305.00	\$ 1,305.00	
Apr	\$ -		102.5			103	\$ 5,125.00	\$ 5,125.00	
May	\$ -		116	24	1	141	\$ 7,105.00	\$ 7,105.00	
June	\$ -		102	16	3	121	\$ 6,215.00	\$ 6,215.00	
July	\$ -		133.75	40		174	\$ 8,687.50	\$ 8,687.50	
August	\$ -		159.25			159	\$ 7,962.50	\$ 7,962.50	
Sept	\$ -		130.75		1	132	\$ 6,642.50	\$ 6,642.50	
Oct	\$ -		114.5		1	116	\$ 5,830.00	\$ 5,830.00	
Nov	\$ -		63.75			64	\$ 3,187.50	\$ 3,187.50	
Dec		52.5	87.25	26		166	\$ 8,287.50	\$ 8,287.50	
Total Units		52.5	1033.75	106	7	1199			
Total Paid	\$ -	\$2,625.00	\$51,687.50	\$5,300.00	\$735.00		\$60,347.50	\$60,347.50	
Unit Balance		-592			5	-587.25			
Subsidy Award		\$30,000.00			\$1,260.00		\$31,260.00		
Subsidy Rate		\$50.00	\$50.00	\$50.00	\$105.00				
							-\$29,087.50		

Albany County Request for Contract Approval

Contract #	2025-2879
Contract Type	B) CAB Contract
Contract Action	B) Amendment
Procurement Type	
Department	A6772 - Aging
Date Submitted	Wednesday, March 26, 2025
Contact Person	Dillon, Patrick
Contact Phone	518-447-7733
Vendor Info	Town of Colonie Senior Resources 12 Metro Park Rd. Suite 103, Colonie, New York 12205
Estimated Amount	\$3,025.00
Estimated Term	1/1/2024 to 12/31/2024
Scope of Services	The Contractor has provide services to Albany County caregivers of older adults age 60 years and older. Services provided include respite, counseling, training seminars, caregiver telephone support groups.
Budget Line Item	AA6772 - 44046 -
Fiscal Impact	County: 38.00% State: 0.00% Federal: 62.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
100 HERITAGE LANE
ALBANY, NEW YORK 12211
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board
From: Patrick Dillon, Contract Administrator
Date: April 1, 2025
Re: Request for CAB approval

Program:	III Elderly Caregiver
Provider:	Town of Colonie Resource Center
Contract Term:	1/1/24 – 12/31/24
Contract Amount:	\$3,025.00
Older Adults Served:	100+ Care Receivers / Caregivers

The Department for Aging (DFA) requests CAB approval to amend the contract with Town of Colonie Senior Resources to provide additional caregiver support. The Contractor provides the following service to older adults 60 years and older and their caregivers in Albany County:

1. Public Information and Assistance – the Contractor provides a public and media activity that conveys information to caregivers about available services, which can include an in-person interactive presentation to the public: a booth/exhibit at a fair, conference, or other public event; and a radio, TV, or Web site event.

The amendment will include an additional 419 Caregiver Counseling units

2024 III-E CAREGIVER SERVICES

TOWN of COLONIE, Senior Resources									
Contract Amount:	\$ 95,020.00								
NET	\$ 98,045.00	103.18%							
Balance of Contract	\$ (3,025.00)	-3.18%							
		6 (assist svcs)	13	19a (counseling)	21				
	Income	Case Management	I&A	Caregiver Counseling	Public Information	Total Units	Gross	Net	Check No.
Units		250	400	600	12	1262			
Jan			125	26	1	152	\$ 5,760.00	\$ 5,760.00	
Feb			79	38	1	118	\$ 4,750.00	\$ 4,750.00	
Mar			93	64	1	158	\$ 6,540.00	\$ 6,540.00	
Apr		17	103	38	1	159	\$ 8,990.00	\$ 8,990.00	
May		46	51	32	1	130	\$ 12,670.00	\$ 12,670.00	
June		14	43	22	1	80	\$ 5,490.00	\$ 5,490.00	
July		15	69	6	1	91	\$ 5,800.00	\$ 5,800.00	
August		20	93	21	1	135	\$ 8,390.00	\$ 8,390.00	
Sept			60	19	1	80	\$ 3,135.00	\$ 3,135.00	
Oct		32	89	30	1	152	\$ 11,100.00	\$ 11,100.00	
Nov		38	153	35	1	227	\$ 14,790.00	\$ 14,790.00	
Dec		16	157	37	1	211	\$ 10,630.00	\$ 10,630.00	
Total Units		198.0	1115.0	368.0	12.0	1681			
Total Paid	\$0.00	\$39,600.00	\$39,025.00	\$18,400.00	\$1,020.00		\$98,045.00	\$98,045.00	
Unit Balance		52.0	-715.0	232.0	0.0	-419			
Subsidy Award		\$50,000.00	\$14,000.00	\$30,000.00	\$1,020.00		\$95,020.00		
Subsidy Rate		\$200.00	\$35.00	\$50.00	\$85.00				
							-\$3,025.00		

Albany County Request for Contract Approval

Contract #	2025-2860
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFQ
Department	A1450 - Board of Elections
Date Submitted	Thursday, March 20, 2025
Contact Person	Bledi, Rachel
Contact Phone	+1 5184875070
Vendor Info	Arnoff Moving & Storage 10 Stonebreak Rd, Malta, NY 12020
Estimated Amount	\$49,068.40
Estimated Term	4/1/2025 to 12/31/2025
Scope of Services	The Board of Elections is seeking contract approval with Arnoff Moving & Storage to provide services for the pick-up, delivery and return of electronic voting machines and ballot on demand systems for use by the electorate during the Primary and General Elections, to be held in 2025. In the tabulation of bids received for RFQ #2025-047, Arnoff was the sole bidder in the amount of \$49,068.40 (\$24,609.20 for the Primary Election and \$24,459.20 for the General Election).
Budget Line Item	AA1450 - 44046 -
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



**ALBANY COUNTY
BOARD OF ELECTIONS**
224 S. Pearl St Albany, NY 12202
(518) 487-5060 • Fax (518) 487-5077
boardofelections@albanycounty.com
www.albanycounty.com/vote

Commissioners
ALISON MCLEAN LANE, DEMOCRATIC
RACHEL BLEDI, REPUBLICAN

Deputy Commissioners
DAVID CADY, DEMOCRATIC
MELISSA KERMANI, REPUBLICAN

MEMO

TO: The Contract Administration Board:
Hon. Daniel P. McCoy, Albany County Executive
Hon. Joanne Cunningham, Chairwoman of the Legislature
Hon. Bruce A. Hidley, Albany County Clerk

FROM: Rachel Bledi, Board of Elections Commissioner
Alison McLean Lane, Board of Elections Commissioner

CC: Dave Reilly, Commissioner, Department of Management and Budget

RE: 2025 Moving of Voting Machines-RFQ 2025-047

DATE: 03/20/2025

The Board of Elections is seeking contract approval with Arnoff Moving & Storage to provide services for the pick-up, delivery and return of electronic voting machines and ballot on demand systems for use by the electorate during the Primary and General Elections, to be held in 2025. In the tabulation of bids received for RFQ #2025-047, Arnoff was the sole bidder in the amount of \$49,068.40 (\$24,609.20 for the Primary Election and \$24,459.20 for the General Election).



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Rachel Bledi, Commissioner
Hall of Records

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: March 14, 2025

RE: RFQ-2025-047 Moving of Voting Machines

I am in receipt of your recommendation to award the aforementioned to Arnoff Moving & Storage in the amount of \$49,068.40.

As Arnoff Moving and Storage 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.

SCOPE OF SERVICES

The County of Albany is requesting proposals for the pick-up, delivery and return of its electronic voting machines for use by the electorate during the Primary, to be held on Tuesday, June 24th, 2025 between the hours of 6:00 AM and 9:00 PM, and the General Election, to be held on November 4, 2025, between the hours of 6:00 AM and 9:00 PM.

(a) In General: Albany County employs two (2) types of electronic voting machines: 1) a machine to mark the ballot, known as a ballot marking device (BMD), sold under the trade name of AutoMark; and 2) an optical scan machine used to scan and tabulate the paper ballots individually marked by the voting public, either by hand or by way of the AutoMark BMD, sold under the trade name of DS 300 and Ballot on Demand Systems. These machines are placed, one opposed to the other, on opposite sides of a tube-frame push cart, sold under the trade name of Autocart. Additionally, there are carts containing ballot on demand systems. These push carts (carts for voting machines and ballot on demand systems), and the machines which they carry, will be delivered to approximately 105 polling sites in the following thirteen (13) jurisdictions throughout the County of Albany: City of Albany (31 sites), City of Cohoes (8 sites), City of Watervliet (4 sites), Town of Berne (1 site), Town of Bethlehem (14 sites), Town of Coeymans (4 sites), Town of Colonie (22 sites), Town of Green Island (2 sites), Town of Guilderland (9 sites), Town of Knox (1 site), Town of New Scotland (5 sites), Town of Rensselaerville (3 sites) and Town of Westerlo (1 site). The names and locations of the polling sites are identified in the 2025 Machine Pick-Up and Drop-Off Schedules for the Primary and General Elections. The total number of Autocarts to be delivered for the Primary elections is 146; and the total number of Ballot on Demand Printer Carts is 119. This number could fluctuate to a very slight extent depending on whether two or more poll sites are consolidated. The bid solicited hereby is for the pickup, delivery and return of the 146 Autocarts for the Primary Elections fully loaded with an optical scanner (DS 300), an AutoMark BMD, and peripheral supplies, devices, paper ballots and related election day paraphernalia. **All bidders will inspect a sample push cart, fully loaded, prior to submitting a bid and submit the site verification form fully executed with their bid submission.**

The machines are to be picked up at the County's central voting machine storage facility located at 260 S. Pearl St., Albany, New York 12202 for the Primary and General Elections. The machines are to be delivered to the individual election districts at the polling sites enumerated on the machine delivery schedule.

In each case, a representative of the Albany County Board of Elections shall accompany the drivers who deliver the machines to ensure the accessibility of the polling facility to which the machines are being delivered. The delivery of the machines shall be

made in accordance with a strict time line commencing the Wednesday before the primary elections, and Wednesday before the general election, and will require that the vendor have a **sufficient number of delivery vehicles and personnel to deliver and return the machines in a short time frame before and after each election.** In general, pick-up and delivery to the polling places will begin on the Wednesday preceding the primary and **Delivery of all machines must be completed the Friday before the primary election.** **Return of the machines to central storage shall commence the Wednesday after the Primary Election and shall continue until all machines are returned to the Albany County Board of Elections by end of the day for both primary and general elections.** In both instances, time is of the essence in the performance of the obligations under the contract. In the event of delays in programming ballot data into the machines because of legal proceedings to determine whether or not candidates' names are to be placed on the ballot, or for any other reason beyond the control of the County, the Contractor may be required to deliver all voting machines in less than three (3) days. If any such delay is occasioned, Contractor shall not be compensated therefor in an amount exceeding the bid price. The voting machines are available for inspection at the County's central storage facility Monday through Friday between the hours of 8:30 AM and 4:00 PM. To arrange for any such inspection, bidders may contact Debora Banks or David Cady the Albany County Board of Elections at 518-487-5060.

(b) Labor, Equipment and Vehicles. Contractor must supply all labor necessary to load and unload the voting machines, and all equipment and apparatus required therefor, including padding for safeguarding the voting machines while in transit and straps for securing the machines to prevent their movement while in the delivery vehicle. **All delivery vehicles will be required to have a lift gate and be equipped with ramps for loading and delivery of machines.** *Bidders must demonstrate an acceptable history of moving voting machines or similar equipment pursuant to a demanding time schedule.*

(c) Documentation. Each piece of voting equipment will be plainly marked with the Ward and District for which it has been set up, and must be delivered to and placed in the voting room of the polling place of the specified election district and to no other location. When removing a voting machine from the central storage facility, the vendor's representative must sign for and acknowledge receipt of the voting machine on the designated control log. When delivering a voting machine to the specified polling site location and the particular room therein, the vendor's representative must complete the delivery log. Upon retrieval and return of the machine to the central storage facility, the vendor's representative must complete the retrieval log. Prior to reloading any truck for a subsequent delivery, all documents used in the preceding delivery must be returned to the person designated by the Board of Elections for that purpose.

(d) Right of Termination. The County of Albany reserves the right to terminate the contract resulting from this bid at any time upon the non-performance or unsatisfactory performance of work on the part of the vendor.

(e) Injury or Damage to Person or Property. Contractor shall be responsible for any and all injuries to persons and/or damage to property, including but not limited to damage to the County's voting machines, and to real and personal property at the various polling sites, that may be caused by or arise from Contractor's actions or inaction in performing its obligations under the contract to be awarded herein.

BID PROPOSAL

BID IDENTIFICATION:

Title: Moving of Voting Machines for Primary and General 2024 Elections
Bid Number: 2025-047

Primary Election
June 25, 2024

\$ 24,609.20
(Total lump sum not to exceed cost)

General Election
November 5, 2024

\$ 24,459.20
(Total lump sum not to exceed cost)

***Vendors shall submit the NYS itemized price sheets along with this bid form of lump sum pricing.

COMPANY:

Aircraft Moving & Storage

ADDRESS:

10 Stonebriar Rd

CITY, STATE, ZIP:

Malta, NY 12020

TEL. NO.:

202-246-3098

FAX NO.:

518-426-4229

FEDERAL TAX ID NO.:

06-0803705

REPRESENTATIVE:

TODD C. STREMBER

SIGNATURE AND TITLE

[Signature] Manager of Business Development

DATE

3/6/2025

CONTRACT NO. _____
(To be completed by Authorized User's)

Authorized User
Address
City, State, Zip Code

BID PROPOSAL FORM

NOTE: Bid Proposal Form must be completed and signed.

Azoff Moving & Storage Agrees to provide all necessary Moving Services in accordance with OGS Proposal No. 23140 for the price bid below. If the actual move is accomplished in less time and or with fewer employees/trucks that are provided for in the best and final quote, the final charges to the agency for all items affected **MUST** be adjusted downward to reflect the actual hours and/or employees/trucks. The Authorized User must verify the actual hours/employees and trucks used for each move. However, if the actual move requires more time and/ or more employees/trucks than provided for in the bid, the final charge **MAY NOT** be adjusted upward. That is, item hour, item rate and number of employee/truck charges **CANNOT** exceed those provided in response to the Authorized User's best and final quote. Exceptions where additional charges would be allowed may include but not be limited to: acts of God, building equipment malfunction, or police department/fire company blocking access to or egress from a building where a move is taking place. All such charges **MUST** be fully documented as to occurrence, location, time and duration and shall require the authorization of the Office of General Service Procurement Services Group or the Authorized User. Also it is **ABSOLUTELY NECESSARY** that every attempt be made to notify the agency representative of the problem during the actual occurrence. No charges shall be allowed for traffic delays that do not directly block access to the building. The Contractor further certifies that these prices do not exceed their bid in the initial OGS Proposal No. 23140 and resultant contract and any approved increases by Procurement Services Group.

Medium loading capacity van/truck shall mean any van with a box length of less than 24 feet.
Large loading capacity van/truck shall mean any van with a box length of 24 feet or more.
The word "truck" shall be interchangeable with "van" for the purposes of this offering.

**FACILITY SITE VISIT
VERIFICATION FORM**

I, T. DA STERNBERG,
representing _____,
(name)

Aronoff Moving & Storage by personal examination of the
(company name)

specifications and review of the actual work to be performed at the

Albany County BOE offices at 260 South Pearl St. Albany
(facility name and address)

on Thursday, 3/1/2025, at 11:30 am
(day and date) (time)

met with the facility manager or designated representative to comply with the
site visit verification requirement as stated in the Project Definition.

[Signature]
(company representative signature)
(date)

3/1/2025

FOR THE AUTHORIZED USER'S USE ONLY

Print Name: _____

Title: _____

Signature: _____

From: [Todd Stromberg](#)
To: [Shea, Maureen](#)
Cc: [ONeill, Pamela](#)
Subject: EXTERNAL your Albany County BOE-June & November 25 voting machine delivery quotes are attached: from Todd at Arnoff Moving & Storage
Date: Thursday, March 6, 2025 12:41:51 PM
Attachments: [Albany BOE 2025 Site Visit Verification Form-Arnoff Doc.pdf](#)
[Albany BOE 2025 Bid Proposal Form Arnoff.pdf](#)
[Albany BOE 2025 Bid Prop Bid Identification-Arnoff.pdf](#)
[Moving of Voting Machines June 2025 Primary-Arnoff Quote.pdf](#)
[Moving of Voting Machines November 2025 General-Arnoff Quote.pdf](#)

Caution: This email originated from outside of Albany County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If this email appears suspicious, please submit it using the Phish Alert Button in Outlook.

Hi Maureen & Pamela, good afternoon.

Attached please find:

- our quote to address the June 2025 Primary election voting machine delivery project
- our quote to address the November General Election, 2025 voting machine delivery project
- our site visit verification form
- our 'bid proposal' form
- our 'Bid Proposal-Bid Identification form.

Further, I have been able to establish that as of this writing we can support the delivery of voting machines & the pick up of delivery machines on all days needed in June of 2025, as well as October & November of 2025.

Please do let me know if you have any questions....I'm entirely at your service.

...Immediately upon being in receipt of these documents I moved to prepare my own job planning software for each election; then studied the delivery & pick up routines. Knowing how timely this project is for Albany County Purchasing & the Albany County BOE, I wanted to get my quotes to you as fast as one reasonably could.

Regards, with thanks for your efforts, and thanks once again for bringing this opportunity to our attention,

TCS w/ Arnoff
M 202-246-3098

Todd C. Stromberg
Manager of Business Development
Arnoff Moving & Storage
10 Stonebreak Rd
Malta, NY 12020
M 202-246-3098

Albany County Request for Contract Approval

Contract #	2025-2908
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	A1450 - Board of Elections
Date Submitted	Thursday, April 3, 2025
Contact Person	Bledi, Rachel
Contact Phone	+1 5184875070
Vendor Info	Fort Orange Press 11 Sand Creek Rd, Albany, NY 12205
Estimated Amount	\$29,900.00
Estimated Term	4/1/2025 to 11/1/2025
Scope of Services	The Board of Elections is seeking contract approval with Fort Orange Press, 11 Sand Creek Rd., Albany, NY 12205, for the printing of two postcards to be mailed to voters containing their poll-site information, voting dates and hours and assigned political jurisdiction, among other items. Fort Orange was the lowest bidder for RFB 2025-049 in the amount of \$29,900 (\$14,950 for the Primary Election and \$14,950 for the General Election).
Budget Line Item	AA1450 - 44042 -
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
BOARD OF ELECTIONS**
224 S. Pearl St Albany, NY 12202
(518) 487-5060 • Fax (518) 487-5077
boardofelections@albanycounty.com
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Commissioners
ALISON MCLEAN LANE, DEMOCRATIC
RACHEL BLEDI, REPUBLICAN

Deputy Commissioners
DAVID CADY, DEMOCRATIC
MELISSA KERMANI, REPUBLICAN

MEMO

TO: The Contract Administration Board:
Hon. Daniel P. McCoy, Albany County Executive
Hon. Joanne Cunningham, Chairwoman of the Legislature
Hon. Bruce A. Hidley, Albany County Clerk

FROM: Rachel Bledi, Board of Elections Commissioner
Alison McLean Lane, Board of Elections Commissioner

CC: Dave Reilly, Commissioner, Department of Management and Budget

RE: Voter Informational Mailer 2025-049

DATE: 04/03/2025

The Board of Elections is seeking contract approval with Fort Orange Press, 11 Sand Creek Rd., Albany, NY 12205, for the printing of two postcards to be mailed to voters containing their poll-site information, voting dates and hours and assigned political jurisdiction, among other items. Fort orange was the lowest bidder for RFB 2025-049 in the amount of \$29,900 (\$14,950 for the Primary Election and \$14,950 for the General Election).

RFB # 2025-049

	Fort Orange	Graphic Image	PrintCorp	Taylor Print
<u>Item Description</u>	<u>Price</u>	<u>Price</u>	<u>Price</u>	<u>Price</u>
Printing and Mailing of Voter Post CardPrimary Election.	\$14,950.00	\$19,552.00	\$18,669.00	\$15,540.00
Printing and Mailing of Voter Post CardGeneral Election	\$14,950.00	\$19,552.00	\$18,669.00	\$15,540.00

Variable data black
only full color
\$22,668.00

I



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: Alison McLean Lane/ Rachel Bledi
Board of Elections

FROM: Tina King
Purchasing

DATE: March 27, 2025

RE: Request for Bids # 2025-049
Voter Informational Mailer

Enclosed please find the tabulation of bids received for your RFB #2025-049, Voter Informational Mailer. Four (4) bids were received from Fort Orange, Graphic Image, PrintCorp and Taylor Print. Please review and return your recommendation for award to the Purchasing Agent.

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

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

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

enc.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Rachel Bledi, Commissioner
Alison McLean Lane, Commissioner
Board of Elections

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: March 31, 2025

RE: RFB-2025-049 Voter Informational Mailer

I am in receipt of your recommendation to award the aforementioned to Fort Orange Press in the amount of \$29,900.00 (\$14,950 for the Primary Election and \$14,950 for the General Election)

As Fort Orange Press is the lowest responsible and responsive bidder, I concur with your recommendation.

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **VOTER INFORMATIONAL MAILERS**
Bid Number: **2025-049**

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:

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

Date **3/24/2025**

Number **#1**

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

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

BF1

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
7. Communication concerning this Bid shall be addressed to:
- Daniela VanVeghten
- _____
- _____
- _____
- Phone: 518-489-3233 Fax: 518-489-1638
- E-mail: dvanveghten@fortorangepress.com
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: **VOTER INFORMATIONAL MAILERS**

Bid Number: **2025-049**

Item Description

Lump Sum

Printing and Mailing of Voter Post Card
As described in the scope of services for the 2025

\$ 14,950.00

Primary Election.

Total Cost Not To Exceed

Estimated 210,000 post cards

*Note: Pricing is based on variable data printed in black on 2 sides.

Item Description

Lump Sum

Printing and Mailing of Voter Post Card
As described in the scope of services for the 2025

\$ 14,950.00

General Election.

Total Cost Not To Exceed

Estimated 210,000 post cards

*Note: Pricing is based on variable data printed in black on 2 sides.

COMPANY: Fort Orange Press, Inc.

ADDRESS: 11 Sand Creek Road

CITY, STATE, ZIP: Albany, NY 12205

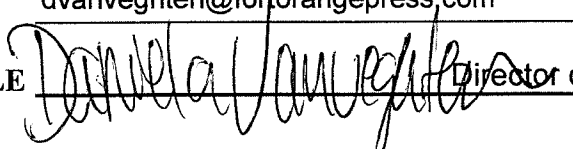
TEL. NO.: 518-489-3233

FAX NO.: 518-489-1638

FEDERAL TAX ID NO.: 14 0669730

REPRESENTATIVE: Daniela VanVeghten

E-MAIL: dvanveghten@fortorangepress.com

SIGNATURE AND TITLE  Director of Election Strategy

DATE 3/24/2025

BF3

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

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

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

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

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

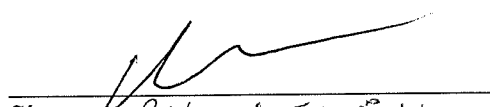
A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets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

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

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

3/24/2025

Date


Signature Robert F. L. White

President / CEO

Title

Fort Orange Press, Inc.

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

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

On this 24th day of March, 2005, before me personally appeared Robert F. Witko to me known, who, being by me sworn, did say that he resides at (give address) 114 Euclid Ave, Albany, NY; that he is the (give title) President/CEO of the (name of corporation) Fort Orange Press, Inc, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Jane M Nieckarz

Notary Public, State of NY

Qualified in Rensselaer County

Commission Expires 7/29/25

If Partnership:

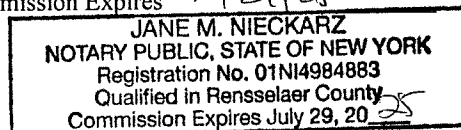
STATE OF _____)
COUNTY OF _____) SS.:

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 Fort Orange Press, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 14 0669730 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) Fortorangepress.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 11 Sand Creek Road Albany, NY 12205		7. TELEPHONE NUMBER 518-489-3233	8. FAX NUMBER 518-489-1638
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 Daniela VanVeghten Title Director of Election Strategy Telephone Number 518-489-3233 Fax Number 518-489-1638 e-mail dvanveghten@fortorangepress.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Robert F. Witko	TITLE President/CEO	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 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 AFFILIATES¹ :

☐ Yes ☒ No

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

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

CERTIFICATION:

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

The undersigned certifies that he/she:

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

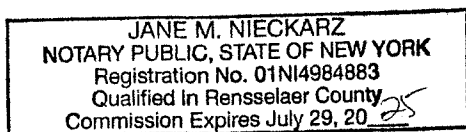
Address 11 Sand Creek Rd

Printed Name of Signatory Robert F. Witko

City, State, Zip Albany, NY 12205

Title President/CEO

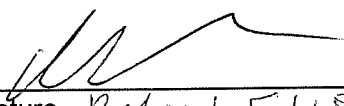
Sworn before me this 24th day of March, 2025
[Signature]
Notary Public



Jane M Nieckarz
Printed Name
[Signature]
Signature
3/24/2025
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 Robert F. Wirth
President / CEO

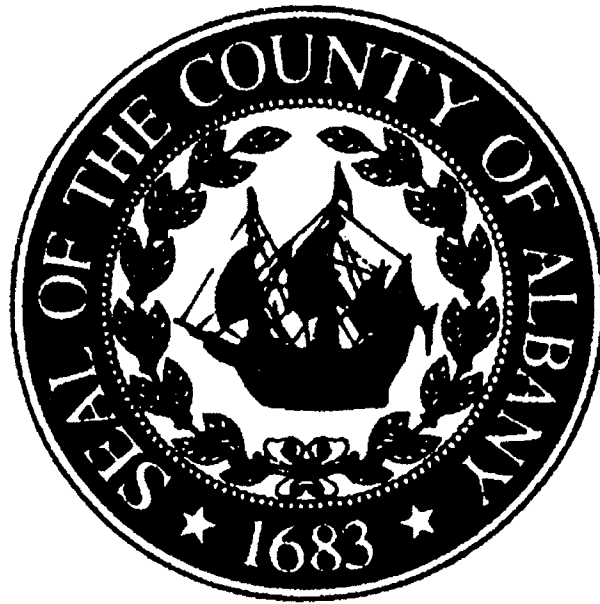
Title

3/24/2025
Date

Fort Orange Press, Inc.
Company Name

COUNTY OF ALBANY

REQUEST FOR BIDS BOARD OF ELECTIONS



RFB #2025-049

VOTER INFORMATIONAL MAILERS

**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
Pamela.oneill@albanycountyny.gov**

TITLE: Voter Informational Mailers RFB NUMBER: 2025-049

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: Fort Orange Press, Inc.

Address: 11 Sand Creek Road

City: Albany State: NY Zip Code: 12205

Contact Person: Daniela VanVeghten

Title: Director of Election Strategy

Phone Number: 518-489-3233 Fax Number: 518-489-1638 E-Mail: dvanveghten@fortorangepress.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: (518) 489-1638 E-Mail: apicarazzi@fortorangepress.com

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

NON-BIDDER RESPONSE

RFB #2025-049

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 #2025-049

Sealed Bids for Voter Informational Mailers as requested by Albany County Board of Elections 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, March 27, 2025.

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 **March 13, 2025**.

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
March 7, 2025

PUBLISH ONE DAY – **March 13, 2025** -- THE EVANGELIST
PUBLISH ONE DAY – **March 13, 2025** -- 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: **VOTER INFORMATIONAL MAILERS**
- 1.2 Requesting Department: **ALBANY COUNTY BOARD OF ELECTIONS**
- 1.3 Bid Number: **2025-049**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **VOTER INFORMATIONAL MAILERS** as requested by **ALBANY COUNTY BOARD OF ELECTIONS**
- 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 AM, LOCAL TIME ON THURSDAY, MARCH 27, 2025**, at the following address:

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

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

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

SECTION 5: TERM OF BID

- 5.1 This is a one time purchase.

SECTION 6: BID SECURITY

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

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 No formal written Bidder Qualification questionnaire is being requested for this bid.
- 7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.
- 7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

7.4 All bidders must document five (5) or more years in the business of providing the **PRINTING/PROCESSING/MAILING OF VOTER MAIL CHECK CARDS.**

SECTION 8: 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: NOT IN USE

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

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

SECTION 12: BID FORM

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

SECTION 13: EQUIVALENT GOODS

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

SECTION 14: SPECIFICATION CLARIFICATION

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

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

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

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

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

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

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

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

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

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

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

SECTION 17: AWARD OF BID

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

SECTION 18: PERFORMANCE BOND

- 18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

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

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

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

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

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

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

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

- 22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.
- 22.2 Albany County operates a formal Purchase Order System. Under **NO** circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor who delivers items which are not ordered, or who duplicates or overships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to Albany County.
- 22.3 All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in this Request for Bids, or as otherwise agreed upon between the vendor and the Purchasing Division.
- 22.4 Unless otherwise specified by the County, inside delivery is required. Some delivery locations are not equipped with loading docks and no additional compensation shall be paid to vendors for inside delivery at those locations.
- 22.5 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.
- 22.6 Payment will be made upon the submission of a completed Albany County Claim Form.
- 22.7 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

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

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

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

SECTION 25: MACBRIDE PRINCIPLES

- 25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized

under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.

- 25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 25.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.
- 25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: 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: NOT IN USE

SECTION 28: 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: NOT IN USE

SECTION 35: NOT IN USE

SPECIFICATION FOR VOTER INFORMATIONAL MAILERS

The Albany County Board of Elections is seeking printing and mailing services for two postcard mailings with the following specifications:

Finished Page Size: 6 x 11

Quantity: Approximately 210,000

Paper: 100 gloss cover

Required Bleeds: No

Inks Side A: 4/4 Process

Inks Side B: 4/4 Process

Merged data: yes

Proof: Hi-Res proof required

Prepress: Customer to supply print ready files and mailing list, A PDF file will be provided.
Variable data to be merged on both sides of the postcard.

Finishing: Cut and trim to finished size of 6 x 11, Inkjet Address and Deliver to Post Office

Postage: customer has non-profit indicia (postage shall not be included in the bid price)

Awarded vendor shall have a minimum of 5 years of previous experience printing mailcheck/election cards for a municipality similar in size to Albany County.

There will be a minimum of two mailers scheduled for 2025. Each mailer must be mailed at least 1 month prior to scheduled election. The two elections are as follows: Primary Election, June 24, 2025 and General Election, November 4, 2025.

Albany County Request for Contract Approval

Contract #	2025-2913
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	None
Department	A1230 - County Executive
Date Submitted	Friday, April 4, 2025
Contact Person	Butterfield, Kevin
Contact Phone	+1 5184475675
Vendor Info	Albany County Airport 737 Albany Shaker Road, Albany, NY 12211
Estimated Amount	\$24,000.00
Estimated Term	6/18/2024 to 6/18/2025
Scope of Services	Albany County will provide assistance with drafting, effectuating and implementing a communication plan for the duration of the Terminal Expansion Project.
Budget Line Item	AA1230 - -
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

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

April 4, 2025

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

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

Hon. Bruce Hidley
County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, NY 12207

Dear Contract Administration Board:

Attached is a proposed renewal for the Memorandum of Agreement with the Albany County Airport Authority for assistance with a communication plan for the Terminal Expansion Project. Communication services are provided by the County Executive's Communications staff. The original contract stipulates that if at end of one year the project is not completed, the agreement will renew until completion of the project.

If you should have any questions, please do not hesitate to contact my office.

Sincerely,

Daniel P. McCoy
Albany County Executive

COMMUNICATION
SERVICES

MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND THE ALBANY COUNTY AIRPORT AUTHORITY
FOR THE PROVISION OF
COMMUNICATION SERVICES
Contract No. 2023-

This Memorandum of Agreement entered into the 26th day of June 2023, by and between the County of Albany, a municipal corporation duly organized under the laws of the State of New York, acting by and through its County Executive, having a principal place of business at 112 State Street, Albany, New York 12207 (hereinafter, the "County"), and the Albany County Airport Authority, a public benefit corporation located at 737 Albany Shaker Road, Colonie, New York 12211 (hereinafter, the "Authority" and together with the County, may be referred to herein individually as a "[p]arty" and collectively as the "[P]arties").

WITNESSETH:

WHEREAS, the Authority is engaged in a multimillion dollar transformational terminal expansion project (hereinafter the "Project"); and,

WHEREAS, the Authority intends to communicate to all visitors, residents, community stakeholders, government leaders, partners and the media through various outlets to effectively, accurately and timely present, all construction plan phases, road detours, possible delays and other events impacting the Airport and its users regarding this Project; and,

WHEREAS, the Authority is seeking assistance in this communication effort; and,

WHEREAS, the County possesses the requisite skills, expertise and resources necessary to assist the Authority in drafting, effectuating and implementing a communication plan for the duration of the Project; and,

WHEREAS, the Authority has agreed to accept the County's assistance in in this communication effort; and,

WHEREAS, the communication plan shall be subject to the Authority's approval and shall provide that all communication shall be from the Authority and at the Authority's direction and with its approval; and

WHEREAS, the Authority shall maintain oversight over all of its statutory responsibilities and operational business; and

WHEREAS, the parties find that the performance of this Memorandum of Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Memorandum of Agreement.

NOW THEREFORE, in consideration of the mutual benefits conferred by this Memorandum of Agreement, and parties hereby agree as follows:

SECTION I. SERVICES

1.1 The County shall provide the Authority with Communication Services as set forth in Exhibit "A" Scope of Services, incorporated into and made part hereof. The County shall provide the personnel, resources and expertise necessary to provide Communication Services, subject to the Authority's approval

1.2 The County shall maintain records of services provided herein. The Authority shall pay to the County an amount not to exceed \$8,000.00 per month each month for such services as may be provided and as further set forth in Exhibit "A" for the entirety of the project until completion of the project. The period of this MOU shall be until completion of this project or expiration of one year from execution of this MOU, whichever comes first. If at expiration of this MOU, the project is not completed, the parties agree to enter into a renewal of this MOU until completion of the project.

1.3 All County staff providing services under this Agreement shall remain employees of the County and be subject to supervision of the County. They shall continue to receive compensation and benefits from Albany County and will at all times be considered a County employee for all purposes.

1.4 The County shall invoice the Authority each month for such services as may be provided and as further set forth in Exhibit "A".

SECTION II. INDEMNIFICATION

The County shall defend, indemnify, and save harmless the Authority, 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 from the services rendered by the County in relation to this Memorandum of Agreement, provided, however, that the County shall not be obligated to indemnify the Authority for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act by the Authority.

The Authority shall defend, indemnify, and save harmless the Authority, 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 this Memorandum of Agreement, provided however, that the Authority shall not be obligated to indemnify the County for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act by the County.

SECTION III. EFFECTIVE DATE AND TERM

The services and terms outlined in this Memorandum of Agreement shall be in full force and effect commencing on June 12, 2023. This MOU shall terminate upon completion of the project or expiration of one year from execution of the MOU whichever comes first. If at expiration of the MOU, the project is not completed, the parties agree to renew this Agreement for a period through completion of the project.

SECTION IV. AMENDMENTS

This Memorandum of Agreement represents the entire agreement between the Parties and no amendments or additions thereto or modifications thereof have been agreed to or shall be binding hereafter, unless evidenced in writing by the Parties.

SECTION V. NOTICE

All notices to be given hereunder shall be given in writing and shall be delivered personally or by U.S. mail as follows:

If to the County of Albany:

Daniel C. Lynch, Esq.
Deputy County Executive
Albany County Executive's Office
112 State Street, Rm. 1200
Albany, New York 12207

If to the Authority:

Philip F. Calderone, Esq.
Chief Executive Officer
Albany International Airport
737 Albany Shaker Road
Main Terminal, 3rd Floor
Albany, New York 12211

SECTION VI. INSURANCE REQUIREMENTS

6.1 The Authority shall maintain insurance for General Liability, Employment Practices Liability, Worker's Compensation, Property, Bodily Injury, and for the premises utilized in completing this

Memorandum of Agreement in an amount not less than ONE MILLION (\$1,000,000.00) DOLLARS per occurrence subject to a THREE MILLION (\$3,000,000.00) DOLLAR aggregate.

6.2 Certificates of insurance shall be issued naming the County of Albany as certificate holder and primary/non-contributory additional insured as required by written contract.

6.3 The County shall maintain General Liability insurance and Worker's Compensation Insurance for any employees performing work under this agreement.

SECTION VII. ENTIRE AGREEMENT

This Memorandum of Agreement represents the sole and entire agreement between the Parties and shall supersede any and all other agreements regarding the topic of this Agreement. The Parties acknowledge and agree that neither Party has made any representation with respect to the subject matter of this Memorandum of Agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein and each of the Parties acknowledge that each has relied on its own judgment in entering into this Memorandum of Agreement. The Parties further acknowledge that any prior statements or representations made, if at all, are void and of no effect on this Memorandum of Agreement, and that neither Party has relied on such prior statements or representations in connection with this Memorandum of Agreement.

IN WITNESS WHEREOF, each of the Parties has duly signed this Memorandum of Agreement on the dates written below. The Authority and County agree the delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed original of this Agreement is as effective as delivery of an originally executed Agreement.

The County of Albany

By: _____

Daniel P. McCoy
County Executive
Or
Daniel C. Lynch, Esq.
Deputy County Executive

6/26/2023
Date _____

The Albany County Airport Authority

By: _____

Names: Philip F. Calderone, Esq.
Title: Chief Executive Officer

6/24/2023
Date _____

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

On the ____ day of _____, 2023, before me, the undersigned, a notary public in and for the state, 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 attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 21st day of June, 2023, before me, the undersigned, a notary public in and for the state, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 21st day of June, 2023, before me, the undersigned, a notary public in and for the state, personally appeared Phillip F. Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jennifer A. Munger
NOTARY PUBLIC

JENNIFER A. MUNGER
Notary Public, State of New York
No. 01MU6246332
Qualified in Schenectady County
Commission Expires Aug. 08, 2027

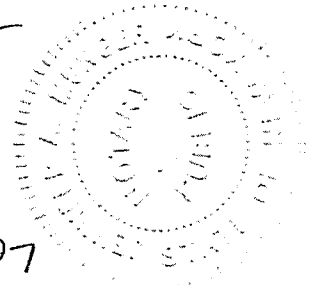


Exhibit "A"

Scope of Services

Scope of Work

The Authority shall consult with the County and the County will assist the Authority on the Project as follows:

- Coordinate strategic communications with project timeline
- Integrate with project team and consultants
- Message Development
- Define audiences and communications channels
- Stakeholder engagement and relations
- Community liaison
- Public relations – both proactive and reactive – maintain editorial and columnist support
- Facility and jobsite communications programming
- Reporting; drafting and submitting timely reports, plans and supporting material to the Authority

1. The parties agree that the points of contact for each party shall be as follows:

For the County: The Director of Communications
County Executive's Office

For the Airport Authority:

The Chief Executive Officer of the Airport Authority
And
The Board Member, Chair of the Communications
Committee

Albany County Request for Contract Approval

Contract #	2025-2919
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	RFP
Department	A1420 - Law
Date Submitted	Tuesday, April 8, 2025
Contact Person	Jamison, Jeffery
Contact Phone	+1 5184475680
Vendor Info	The Reh fuss Law Firm 40 British American Blvd., Latham, NY 12110
Estimated Amount	\$99,999.00
Estimated Term	4/1/2025 to 3/31/2026
Scope of Services	Legal counsel to provide services to the County in the areas of personal/bodily injury, property damage, civil rights, employment practices, environmental law claims, personnel and similar areas of law. Assignment will be at the discretion of the County Attorney on an as needed basis. Award of a contract does not guarantee assignment of any cases.
Budget Line Item	CS1931 - 2 - 44902
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE



JEFFERY V. JAMISON, ESQ.
COUNTY ATTORNEY

YORDEN C. HUBAN
DEPUTY COUNTY ATTORNEY

KEVIN M. CANNIZZARO
FIRST ASSISTANT COUNTY ATTORNEY

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

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Joanne Cunningham
Chair, County Legislature

FROM: Jeffery V. Jamison, Esq.
County Attorney

DATE: April 7, 2025

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

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

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Comprehensive labor relations services as needed: \$8,000.00 per month

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Contract #	2025-2920
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	RFP
Department	A1420 - Law
Date Submitted	Tuesday, April 8, 2025
Contact Person	Jamison, Jeffery
Contact Phone	+1 5184475680
Vendor Info	Roemer, Wallens, Gold & Mineaux 13 Columbia Circle, Albany, NY 12203
Estimated Amount	\$99,999.00
Estimated Term	4/1/2025 to 3/31/2026
Scope of Services	Legal counsel to provide services to the County in the areas of personal/bodily injury, property damage, civil rights, employment practices, environmental law claims, personnel and similar areas of law. Assignment will be at the discretion of the County Attorney on an as needed basis. Award of a contract does not guarantee assignment of any cases.
Budget Line Item	CS1931 - 44902 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

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Bruce A. Hidley
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Contract Action	C) Renewal
Procurement Type	RFP
Department	A1420 - Law
Date Submitted	Tuesday, April 8, 2025
Contact Person	Jamison, Jeffery
Contact Phone	+1 5184475680
Vendor Info	Goldberg Segalla, LLP 8 Southwoods Blvd, Suite 300, Albany, NY 12211
Estimated Amount	\$99,999.00
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Budget Line Item	CS1931 - 2 - 44902
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

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Contract Action	C) Renewal
Procurement Type	RFP
Department	A1420 - Law
Date Submitted	Tuesday, April 8, 2025
Contact Person	Jamison, Jeffery
Contact Phone	+1 5184475680
Vendor Info	Monaco, Cooper, Lamme & Carr 1881 Western Avenue, Suite 200, Albany, NY 12203
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Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

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Senior Partner	\$352.75/hour
Partner	\$332.00/hour
Associate	\$207.50/hour
Law Clerk	\$124.50/hour
Legal Assistant	\$124.50/hour

Disbursements will be charged as incurred.

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

Albany County Request for Contract Approval

Contract #	2025-2924
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	RFP
Department	A1420 - Law
Date Submitted	Tuesday, April 8, 2025
Contact Person	Jamison, Jeffery
Contact Phone	+1 5184475680
Vendor Info	Coughlin & Gerhart, LLP 99 Corporate Dr., PO Box 2039, Binghamton, NY 13904
Estimated Amount	\$99,999.00
Estimated Term	4/1/2025 to 3/31/2026
Scope of Services	Legal counsel to provide services to the County in the areas of personal/bodily injury, property damage, civil rights, employment practices, environmental law claims, personnel and similar areas of law. Assignment will be at the discretion of the County Attorney on an as needed basis. Award of a contract does not guarantee assignment of any cases.
Budget Line Item	CS1931 - 2 - 44902
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE



JEFFERY V. JAMISON, ESQ.
COUNTY ATTORNEY

YORDEN C. HUBAN
DEPUTY COUNTY ATTORNEY

KEVIN M. CANNIZZARO
FIRST ASSISTANT COUNTY ATTORNEY

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

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Joanne Cunningham
Chair, County Legislature

FROM: Jeffery V. Jamison, Esq.
County Attorney

DATE: April 7, 2025

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

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

In 2024, as a result of difficulties in recruitment and retention of attorneys in the Law Department, a request for proposals was issued for outside counsel. The RFP sought proposals to have law firms on retainer should the need arise to utilize their services in the prosecution or defense of civil litigation. The RFP specifically provided that assignment of cases would be at the discretion of the County Attorney and the award of a contract was in no means a guarantee of assignment of any cases. The contract award was for a period of one year with options to renew at the County's option for four additional one year periods. We received ten proposals in response to the RFP, all of which were brought to the Board resulting in contract awards.

Of those awards, several complex actions have been referred to legal counsel for handling. Counsel have been engaged due to their specialized areas of law and as a result of conflicts when we are required to retain separate counsel for County defendants in Federal Court actions. As the Law Department continues to struggle to recruit experienced litigators, our reliance on these law firms continues at this time. As these contracts are being requested on an as needed basis only, I am requesting renewal of all of the contracts given each firm's unique specialty, so that I have the ability to assign a case quickly should the need arise. Assignment will generally be until completion of the case. Assignment of these cases will be at the discretion of the County Attorney and the contracts will stipulate that there is no implied right to assignment of any case during the course of the agreement. Contracts will be for a period of one year with options to renew for three additional one year periods, however, once a firm is assigned to a case, they will handle to completion unless reassigned.

Request for contracts to be authorized are as follows:

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296 Washington Avenue Ext., Ste. 3
Albany, NY 12203

Partners:	\$165.00/hour
Associates:	\$130.00/hour
Law Clerks(unadmitted law grads)	\$100.00/hour
Paralegals	\$ 90.00/hour
Law Clerks (law students)	\$ 75.00/hour

Disbursements will be charged as incurred.

Schwab & Gasparini, PLLC

17 Elk Street
Albany, NY 12207

Partners:	\$225.00/hour
Of Counsel/Counsel	\$225.00/hour
Senior Associates	\$200.00/hour
Associates	\$200.00/hour
Paralegals/Law Clerks	\$125.00/hour

Disbursements will be charged as incurred.

Goldberg Segalla, LLP

8 Southwoods, Suite 300
Albany, NY 12211-2364

Partners:	\$225.00/hour
Associates:	\$200.00/hour
Paralegals:	\$110.00/hour

Disbursements will be charged as incurred.

The Rehfuess Law Firm

40 British American Blvd.

Latham, NY 12110

Partners:	\$275.00/hour
Associates:	\$215.00/hour
Paralegals/Law Clerks	\$160.00 hour

Disbursements will be charged as incurred.

Keane & Beane, PC

445 Hamilton Ave.
White Plains, NY 10601

Partners:	\$275.00/hour
Associates:	\$245.00/hour
Law Clerks (unadmitted Law Grads)	\$245.00/hour
Law Clerks (law students)	\$190.00/hour
Paralegals	\$190.00/hour

Disbursements will be charged as incurred.

Roemer, Wallens, Gold & Mineaux

13 Columbia Circle
Albany, NY 12203

Comprehensive labor relations services as needed: \$8,000.00 per month

Services not covered by proposal:

Partner:	\$270.00/hour
Associate:	\$230.00/hour
Paralegal:	\$140.00/hour

2026 Rates for Services not covered by proposal:

Partner:	\$280.00/hour
Associate:	\$240.00/hour
Paralegal:	\$145.00/hour

Disbursements will be charged as incurred.

Monaco, Cooper, Lamme & Carr

1881 Western Avenue, Suite 200
Albany, New York 12203

Partners:	\$300.00/hour
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Senior Counsel:	\$300.00/hour
Counsel:	\$275.00/hour
Senior Associates:	\$275.00/hour
Associates:	\$250.00/hour
Paralegals:	\$150.00/hour
Law Clerks:	\$150.00/hour

Disbursements will be charged as incurred.

Coughlin & Gerhart, LLP

99 Corporate Drive
Binghamton, NY 13904
PO Box 2039
Binghamton, NY 13902-2039

Partners:	\$360.00/hour
Associates:	\$250.00-\$285.00/hour
Law Clerks:	\$250.00/hour
Special Counsel and of Counsel:	\$285.00 - \$365.00/hour
Paralegals:	\$190.00-\$220.00/hour

Disbursements will be charged as incurred.

Bond, Schoeneck & King

22 Corporate Woods Blvd., Suite 501
Albany, NY 12211-2503

Partners/Senior Counsel	\$400.00/hour
Associates	\$275.00/hour

Disbursements will be charged as incurred.

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Senior Partner	\$352.75/hour
Partner	\$332.00/hour
Associate	\$207.50/hour
Law Clerk	\$124.50/hour
Legal Assistant	\$124.50/hour

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

Albany County Request for Contract Approval

Contract #	2025-2925
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	RFP
Department	A1420 - Law
Date Submitted	Tuesday, April 8, 2025
Contact Person	Jamison, Jeffery
Contact Phone	+1 5184475680
Vendor Info	Bond, Schoeneck & King, PLLC 22 Corporate Woods Blvd., Suite 501, Albany, NY 12211
Estimated Amount	\$99,999.00
Estimated Term	4/1/2025 to 3/31/2026
Scope of Services	Legal counsel to provide services to the County in the areas of personal/bodily injury, property damage, civil rights, employment practices, environmental law claims, personnel and similar areas of law. Assignment will be at the discretion of the County Attorney on an as needed basis. Award of a contract does not guarantee assignment of any cases.
Budget Line Item	CS1931 - 2 - 44902
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE



JEFFERY V. JAMISON, ESQ.
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MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Joanne Cunningham
Chair, County Legislature

FROM: Jeffery V. Jamison, Esq.
County Attorney

DATE: April 7, 2025

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

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

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Of those awards, several complex actions have been referred to legal counsel for handling. Counsel have been engaged due to their specialized areas of law and as a result of conflicts when we are required to retain separate counsel for County defendants in Federal Court actions. As the Law Department continues to struggle to recruit experienced litigators, our reliance on these law firms continues at this time. As these contracts are being requested on an as needed basis only, I am requesting renewal of all of the contracts given each firm's unique specialty, so that I have the ability to assign a case quickly should the need arise. Assignment will generally be until completion of the case. Assignment of these cases will be at the discretion of the County Attorney and the contracts will stipulate that there is no implied right to assignment of any case during the course of the agreement. Contracts will be for a period of one year with options to renew for three additional one year periods, however, once a firm is assigned to a case, they will handle to completion unless reassigned.

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Partners:	\$165.00/hour
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Paralegals	\$ 90.00/hour
Law Clerks (law students)	\$ 75.00/hour

Disbursements will be charged as incurred.

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17 Elk Street
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Partners:	\$225.00/hour
Of Counsel/Counsel	\$225.00/hour
Senior Associates	\$200.00/hour
Associates	\$200.00/hour
Paralegals/Law Clerks	\$125.00/hour

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Albany, NY 12211-2364

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Associates:	\$200.00/hour
Paralegals:	\$110.00/hour

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40 British American Blvd.

Latham, NY 12110

Partners:	\$275.00/hour
Associates:	\$215.00/hour
Paralegals/Law Clerks	\$160.00 hour

Disbursements will be charged as incurred.

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445 Hamilton Ave.
White Plains, NY 10601

Partners:	\$275.00/hour
Associates:	\$245.00/hour
Law Clerks (unadmitted Law Grads)	\$245.00/hour
Law Clerks (law students)	\$190.00/hour
Paralegals	\$190.00/hour

Disbursements will be charged as incurred.

Roemer, Wallens, Gold & Mineaux

13 Columbia Circle
Albany, NY 12203

Comprehensive labor relations services as needed: \$8,000.00 per month

Services not covered by proposal:

Partner:	\$270.00/hour
Associate:	\$230.00/hour
Paralegal:	\$140.00/hour

2026 Rates for Services not covered by proposal:

Partner:	\$280.00/hour
Associate:	\$240.00/hour
Paralegal:	\$145.00/hour

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Monaco, Cooper, Lamme & Carr

1881 Western Avenue, Suite 200
Albany, New York 12203

Partners:	\$300.00/hour
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Senior Counsel:	\$300.00/hour
Counsel:	\$275.00/hour
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PO Box 2039
Binghamton, NY 13902-2039

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Associates:	\$250.00-\$285.00/hour
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Special Counsel and of Counsel:	\$285.00 - \$365.00/hour
Paralegals:	\$190.00-\$220.00/hour

Disbursements will be charged as incurred.

Bond, Schoeneck & King

22 Corporate Woods Blvd., Suite 501
Albany, NY 12211-2503

Partners/Senior Counsel	\$400.00/hour
Associates	\$275.00/hour

Disbursements will be charged as incurred.

The Zoughlin Group

300 State Street, Suite 502
Rochester, NY 14614

Senior Partner	\$352.75/hour
Partner	\$332.00/hour
Associate	\$207.50/hour
Law Clerk	\$124.50/hour
Legal Assistant	\$124.50/hour

Disbursements will be charged as incurred.

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

Albany County Request for Contract Approval

Contract #	2025-2926
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	RFP
Department	A1420 - Law
Date Submitted	Tuesday, April 8, 2025
Contact Person	Jamison, Jeffery
Contact Phone	+1 5184475680
Vendor Info	Keane & Beane PC 445 Hamilton Avenue, White Plains, NY 10601
Estimated Amount	\$99,999.00
Estimated Term	4/1/2025 to 3/31/2026
Scope of Services	Legal counsel to provide services to the County in the areas of personal/bodily injury, property damage, civil rights, employment practices, environmental law claims, personnel and similar areas of law. Assignment will be at the discretion of the County Attorney on an as needed basis. Award of a contract does not guarantee assignment of any cases.
Budget Line Item	CS1931 - 2 - 44902
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE



JEFFERY V. JAMISON, ESQ.
COUNTY ATTORNEY

YORDEN C. HUBAN
DEPUTY COUNTY ATTORNEY

KEVIN M. CANNIZZARO
FIRST ASSISTANT COUNTY ATTORNEY

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

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Joanne Cunningham
Chair, County Legislature

FROM: Jeffery V. Jamison, Esq.
County Attorney

DATE: April 7, 2025

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

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

In 2024, as a result of difficulties in recruitment and retention of attorneys in the Law Department, a request for proposals was issued for outside counsel. The RFP sought proposals to have law firms on retainer should the need arise to utilize their services in the prosecution or defense of civil litigation. The RFP specifically provided that assignment of cases would be at the discretion of the County Attorney and the award of a contract was in no means a guarantee of assignment of any cases. The contract award was for a period of one year with options to renew at the County's option for four additional one year periods. We received ten proposals in response to the RFP, all of which were brought to the Board resulting in contract awards.

Of those awards, several complex actions have been referred to legal counsel for handling. Counsel have been engaged due to their specialized areas of law and as a result of conflicts when we are required to retain separate counsel for County defendants in Federal Court actions. As the Law Department continues to struggle to recruit experienced litigators, our reliance on these law firms continues at this time. As these contracts are being requested on an as needed basis only, I am requesting renewal of all of the contracts given each firm's unique specialty, so that I have the ability to assign a case quickly should the need arise. Assignment will generally be until completion of the case. Assignment of these cases will be at the discretion of the County Attorney and the contracts will stipulate that there is no implied right to assignment of any case during the course of the agreement. Contracts will be for a period of one year with options to renew for three additional one year periods, however, once a firm is assigned to a case, they will handle to completion unless reassigned.

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Paralegals	\$ 90.00/hour
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Partners:	\$275.00/hour
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Comprehensive labor relations services as needed: \$8,000.00 per month

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Paralegal:	\$140.00/hour

2026 Rates for Services not covered by proposal:

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Associate:	\$240.00/hour
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Partners:	\$300.00/hour
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Senior Counsel:	\$300.00/hour
Counsel:	\$275.00/hour
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Associates:	\$250.00-\$285.00/hour
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Special Counsel and of Counsel:	\$285.00 - \$365.00/hour
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22 Corporate Woods Blvd., Suite 501
Albany, NY 12211-2503

Partners/Senior Counsel	\$400.00/hour
Associates	\$275.00/hour

Disbursements will be charged as incurred.

The Zoughlin Group

300 State Street, Suite 502
Rochester, NY 14614

Senior Partner	\$352.75/hour
Partner	\$332.00/hour
Associate	\$207.50/hour
Law Clerk	\$124.50/hour
Legal Assistant	\$124.50/hour

Disbursements will be charged as incurred.

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

Albany County Request for Contract Approval

Contract #	2025-2927
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	RFP
Department	A1420 - Law
Date Submitted	Tuesday, April 8, 2025
Contact Person	Jamison, Jeffery
Contact Phone	+1 5184475680
Vendor Info	Napierski, VanDenburgh, Napierski & O'Connor, LLP 296 Washington Avenue Ext., Suite 3, Albany, NY 12203
Estimated Amount	\$99,999.00
Estimated Term	4/1/2025 to 3/31/2026
Scope of Services	Legal counsel to provide services to the County in the areas of personal/bodily injury, property damage, civil rights, employment practices, environmental law claims, personnel and similar areas of law. Assignment will be at the discretion of the County Attorney on an as needed basis. Award of a contract does not guarantee assignment of any cases.
Budget Line Item	CS1931 - 2 - 44902
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE



JEFFERY V. JAMISON, ESQ.
COUNTY ATTORNEY

YORDEN C. HUBAN
DEPUTY COUNTY ATTORNEY

KEVIN M. CANNIZZARO
FIRST ASSISTANT COUNTY ATTORNEY

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OFFICE OF THE COUNTY ATTORNEY
COUNTY OFFICE BUILDING
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(518) 447-7110 - FAX (518) 447-5564
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MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Joanne Cunningham
Chair, County Legislature

FROM: Jeffery V. Jamison, Esq.
County Attorney

DATE: April 7, 2025

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

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

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Paralegals	\$190.00/hour

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Roemer, Wallens, Gold & Mineaux

13 Columbia Circle
Albany, NY 12203

Comprehensive labor relations services as needed: \$8,000.00 per month

Services not covered by proposal:

Partner:	\$270.00/hour
Associate:	\$230.00/hour
Paralegal:	\$140.00/hour

2026 Rates for Services not covered by proposal:

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Monaco, Cooper, Lamme & Carr

1881 Western Avenue, Suite 200
Albany, New York 12203

Partners:	\$300.00/hour
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Senior Counsel:	\$300.00/hour
Counsel:	\$275.00/hour
Senior Associates:	\$275.00/hour
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PO Box 2039
Binghamton, NY 13902-2039

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Associates:	\$250.00-\$285.00/hour
Law Clerks:	\$250.00/hour
Special Counsel and of Counsel:	\$285.00 - \$365.00/hour
Paralegals:	\$190.00-\$220.00/hour

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Partners/Senior Counsel	\$400.00/hour
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The Zoughlin Group

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Rochester, NY 14614

Senior Partner	\$352.75/hour
Partner	\$332.00/hour
Associate	\$207.50/hour
Law Clerk	\$124.50/hour
Legal Assistant	\$124.50/hour

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

Albany County Request for Contract Approval

Contract #	2025-2928
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	RFP
Department	A1420 - Law
Date Submitted	Tuesday, April 8, 2025
Contact Person	Jamison, Jeffery
Contact Phone	+1 5184475680
Vendor Info	Schwab & Gasparini, PLLC 17 Elk Street, Albany, NY 12207
Estimated Amount	\$99,999.00
Estimated Term	4/1/2025 to 3/31/2026
Scope of Services	Legal counsel to provide services to the County in the areas of personal/bodily injury, property damage, civil rights, employment practices, environmental law claims, personnel and similar areas of law. Assignment will be at the discretion of the County Attorney on an as needed basis. Award of a contract does not guarantee assignment of any cases.
Budget Line Item	CS1931 - 2 - 44902
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE



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

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Joanne Cunningham
Chair, County Legislature

FROM: Jeffery V. Jamison, Esq.
County Attorney

DATE: April 7, 2025

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

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

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Of those awards, several complex actions have been referred to legal counsel for handling. Counsel have been engaged due to their specialized areas of law and as a result of conflicts when we are required to retain separate counsel for County defendants in Federal Court actions. As the Law Department continues to struggle to recruit experienced litigators, our reliance on these law firms continues at this time. As these contracts are being requested on an as needed basis only, I am requesting renewal of all of the contracts given each firm's unique specialty, so that I have the ability to assign a case quickly should the need arise. Assignment will generally be until completion of the case. Assignment of these cases will be at the discretion of the County Attorney and the contracts will stipulate that there is no implied right to assignment of any case during the course of the agreement. Contracts will be for a period of one year with options to renew for three additional one year periods, however, once a firm is assigned to a case, they will handle to completion unless reassigned.

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Paralegals	\$ 90.00/hour
Law Clerks (law students)	\$ 75.00/hour

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Associates	\$200.00/hour
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40 British American Blvd.

Latham, NY 12110

Partners:	\$275.00/hour
Associates:	\$215.00/hour
Paralegals/Law Clerks	\$160.00 hour

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White Plains, NY 10601

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Law Clerks (law students)	\$190.00/hour
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Disbursements will be charged as incurred.

Roemer, Wallens, Gold & Mineaux

13 Columbia Circle
Albany, NY 12203

Comprehensive labor relations services as needed: \$8,000.00 per month

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Associate:	\$230.00/hour
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2026 Rates for Services not covered by proposal:

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Partners/Senior Counsel	\$400.00/hour
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Partner	\$332.00/hour
Associate	\$207.50/hour
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Legal Assistant	\$124.50/hour

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

Albany County Request for Contract Approval

Contract #	2025-2929
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	RFP
Department	A1420 - Law
Date Submitted	Tuesday, April 8, 2025
Contact Person	Jamison, Jeffery
Contact Phone	+1 5184475680
Vendor Info	The Zoughlin Group 300 State Street, Suite 502, Rochester, NY 14614
Estimated Amount	\$99,999.00
Estimated Term	4/29/2025 to 4/28/2026
Scope of Services	Legal counsel to provide services to the County in the areas of personal/bodily injury, property damage, civil rights, employment practices, environmental law claims, personnel and similar areas of law. Assignment will be at the discretion of the County Attorney on an as needed basis. Award of a contract does not guarantee assignment of any cases.
Budget Line Item	CS1931 - 2 - 44902
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE



JEFFERY V. JAMISON, ESQ.
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MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Joanne Cunningham
Chair, County Legislature

FROM: Jeffery V. Jamison, Esq.
County Attorney

DATE: April 7, 2025

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

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Associate	\$207.50/hour
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I will be presenting this request to the Board and will be available to answer any questions. Thank you for your consideration of this matter.

Albany County Request for Contract Approval

Contract #	2025-2932
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A1420 - Law
Date Submitted	Wednesday, April 9, 2025
Contact Person	Jamison, Jeffery
Contact Phone	+1 5184475680
Vendor Info	Harris Beach Murtha 99 Garnsey Road, Pittsford, NY 14534
Estimated Amount	\$99,999.00
Estimated Term	1/14/2025 to 4/30/2026
Scope of Services	Counsel is representing Albany County in Federal Court (NDNY) in defense of Victoria Leto, et. al v. Albany County, a tax surplus litigation. Albany County is one of over 20 municipal defendants being defended by counsel in both class actions and non class actions in Federal Court alleging similar claims and for which a joint defense is being taken. All fees will be split among all defendants on a pro rata basis.
Budget Line Item	CS1931 - 2 - 44902
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



JEFFERY V. JAMISON, ESQ.
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112 STATE STREET, ROOM 600
ALBANY, NEW YORK 12207-2021
(518) 447-7110 - FAX (518) 447-5564
WWW.ALBANYCOUNTY.COM

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Joanne Cunningham
Chair, County Legislature

FROM: Jeffery V. Jamison, Esq.
County Attorney

DATE: April 7, 2025

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

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Partner	\$332.00/hour
Associate	\$207.50/hour
Law Clerk	\$124.50/hour
Legal Assistant	\$124.50/hour

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

Albany County Request for Contract Approval

Contract #	2025-2957
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A1432 - Human Resources
Date Submitted	Tuesday, April 15, 2025
Contact Person	Teague, Emma
Contact Phone	+1 5184475680
Vendor Info	Whiteman Osterman & Hanna LLP One Commerce Plaza, Albany , NY 12260
Estimated Amount	\$99,999.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	Provide employment-based immigration legal services.
Budget Line Item	AA1432 - 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



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF HUMAN RESOURCES
112 STATE STREET – SUITE 900
ALBANY, NY 12207
(518) 447-5510 – FAX (518) 447-5586
WWW.ALBANYCOUNTYNY.GOV

EMMA L. TEAGUE
COMMISSIONER

SHANNON L. COFFIL
DEPUTY COMMISSIONER

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Joanne Cunningham
Chairwoman, Albany County Legislature

FROM: Shannon Coffil, Deputy Commissioner of Human Resources

DATE: 04/15/2025

RE: **Request for Professional Legal Services Regarding Immigrant Employment**

Enclosed is a completed Request for Contract Authorization for award of legal services for outside counsel to provide legal services to the County on an as needed basis in the areas of Immigrant Employment.

Given the complexity and potential pitfalls of the H-1B visa application process, this service will provide the County with the ability to navigate intricate regulations, avoid costly mistakes and advocate on behalf of the applicant, ensuring a smooth and successful application process.

Our request for services is not to exceed \$99,999.00.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND WHITEMAN, OSTERMAN & HANNA, LLP
FOR PROFESSIONAL LEGAL SERVICES RE IMMIGRANT EMPLOYMENT

CONTRACT NO. 2023-1375

This Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County") and Whiteman, Osterman & Hanna, LLP, a New York limited liability partnership, with a principal place of business located at One Commerce Plaza, Albany, New York, 12260 (hereinafter, the "Consultant," and with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH:

WHEREAS, the Albany County Department of Management and Budget and the Albany County Department of Human Resources (hereinafter, the "County DMB" and "County HR") have a need for professional legal services regarding immigrant employment; and

WHEREAS, the Consultant is a qualified provider of the aforesaid professional legal services and has submitted a proposal to provide them to the County DMB and County HR (hereinafter, the "Proposal"); and

WHEREAS, the County has accepted the Proposal of the Consultant to provide the aforesaid professional legal services; 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, and the Proposal, which is incorporated by reference and made a part hereof.

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 resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement; 2) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Consultant agrees, upon request of the County DMB and/or County HR, to provide legal review and render legal advice regarding immigrant employment matters.

2.2 The Consultant agrees to provide the County DMB and/or County HR with notice regarding any substitution of professional staff assigned to this engagement, and said substitution shall be subject to the Consultant obtaining prior approval of the County.

2.3 The Consultant shall not perform any services beyond those described above (hereinafter, the "extra service(s)") unless it has obtained prior written approval from the County DMB and/or County HR.

2.4 The Consultant shall render all services in a professional manner.

ARTICLE 3. FEES

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, a sum not to exceed NINE THOUSAND, NINE HUNDRED NINETY-NINE AND 00/100 DOLLARS (\$9,999.00) for all legal services provided pursuant to this Agreement, payable in accordance with the fee pricing described in the Proposal, attached hereto as Schedule A and made a part hereof.

When it becomes reasonably apparent that additional legal services exceeding the initial fee cap are necessary to fulfill the County's needs, the Consultant shall promptly inform the County by providing a detailed explanation of the additional legal services required and the corresponding fees. In accordance with Article 23 of this Agreement, if the County provides express approval of additional legal services, the Consultant may continue providing legal services beyond the initial fee cap, with the understanding that total fees will not exceed the newly agreed-upon amount, and that an amendment to agreement shall be executed by the Parties providing for the increased fee cap.

3.2 In addition to paying the fees for legal services described in Paragraph 3.1, the County shall pay all government filing fees. The County acknowledges that government filing fees may vary based on the nature of the services and the prevailing regulations set by the relevant federal authorities, are subject to change, and any adjustments made by the federal government shall be the sole responsibility of the County.

ARTICLE 4. PAYMENT

4.1 Payments pursuant to this Agreement shall be made upon submission of Albany County Claim Forms signed by Consultant and mailed to the Albany County Department of Law, 112 State Street, Suite 600, Albany, New York 12207. The Claim Forms shall contain a detailed statement of the legal services provided, including the identity of the professional providing each service, and the amount of time spent providing the service. Any disbursements claimed shall be supported by receipts when appropriate.

4.2 Claim Forms shall be submitted on a monthly basis, or as may otherwise determine by the County Attorney. After review and upon approval of a Claim Form, the Department of Law shall submit it to the Albany County Comptroller for prompt payment.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence on the last date signed below and shall continue in effect through December 31, 2024.

ARTICLE 6. LICENSES

The Consultant, its employees and agents, if any, shall at all times obtain and maintain all licenses and certifications required by New York State or other relevant regulating authority to perform the services required under this Agreement.

ARTICLE 7. REMEDY FOR BREACH

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

ARTICLE 8. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE 9. ASSIGNMENT

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

9.2 The Consultant 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 10. AVAILABLE DATA

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

ARTICLE 11. COOPERATION

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

ARTICLE 12. NON-DISCRIMINATION

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

ARTICLE 13. RELATIONSHIP

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

ARTICLE 14. INDEMNIFICATION

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

ARTICLE 15. 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 Consultant 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 16. APPLICABLE LAW

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

ARTICLE 17. RECORDS

Proper and full accounting records shall be maintained by the Consultant which records shall clearly identify the costs of the services/work performed. The records shall be subject to periodic and final audit by the County upon request. Such records shall be accessible to the County for a period of six (6) years following the date of final payment.

ARTICLE 18. INSURANCE

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

18.2 The Consultant 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 Consultant shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Consultant has delivered the Certificates of Insurance to the County. Upon failure of the Consultant to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

18.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Consultant 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 Consultant 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 19. 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 Consultant.

ARTICLE 20. MODIFICATION

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

ARTICLE 21. 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 22. HEADINGS - CONSTRUCTION

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

ARTICLE 23. 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 24. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 25. EXTRA SERVICES/WORK

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

ARTICLE 26. IRANIAN ENERGY SECTOR DIVESTMENT

The Consultant hereby represents that said consultant is in compliance with N.Y. GEN. MUN. LAW § 103-g entitled "Iranian Energy Sector Divestment," in that said consultant 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 45 days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. STORMWATER MANAGEMENT PROGRAM

Not applicable.

ARTICLE 28. GREEN INFRASTRUCTURE POLICY

Not applicable.

ARTICLE 29. MISCELLANEOUS PROVISIONS

29.1 In addition to the Iranian Energy Sector Divestment (per N.Y. GEN. MUN. LAW § 103-9) described above, the Consultant also acknowledges that it shall follow and all of the other policies and procedures of the County.

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

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

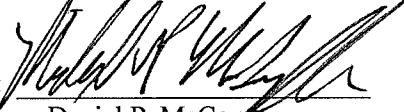
29.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

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

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

DATED: 4/11/24

COUNTY OF ALBANY

BY: 

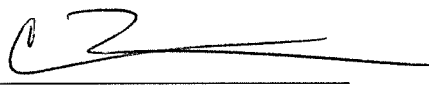
Daniel P. McCoy
County Executive

or

Michael P. McLaughlin
Deputy County Executive

WHITEMAN, OSTERMAN & HANNA, LLP

DATED: 4/11/2024

BY: 
Name

Partner

Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

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

Notary Public

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

On the 11th day of April, 2023, 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
EUGENIA K. CONDON
Notary Public, State of New York
Registration No: 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

STATE OF _____)
COUNTY OF _____) SS.:

On the 1st day of April, 2024, before me, the undersigned, personally appeared Cianna Freeman Tolbert, 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.

Martha R Butler
Notary Public

Martha R. Butler
Notary Public, State of New York
No. 01BU6381592
Qualified in Albany County
Commission Expires October 09, 2026

SCHEDULE A
INSURANCE COVERAGE

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

1. Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job related injuries 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 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, 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.

4. Professional Liability Insurance: A policy or policies of professional liability insurance with limits of not less than \$1,000,000.

Immigration Services Legal Fee Chart

Non-Immigrant Visa Petitions

Application Type/Service	Legal Fee
H-1B	\$2,100
H-1B Lottery Registration	\$300 per registration
I-539 (H-4, TD, L-2, O-3, etc) Dependent Change of Status or Extension	\$750
Canadian Trade NAFTA (TN) Border/USCIS	\$1,750
Mexican NAFTA (TN) Consulate/USCIS	\$1,950
L-1A/L-1B (Blanket L)	\$2,750
L-1A/L-1B (Non-Blanket L)	\$3,750
O-1	\$4,100
E-3	\$2,100
B-1 or B-1 in lieu of H-1B	\$1,000
Premium Processing Upgrade (non-concurrent filing)	\$350
Consular processing advice/instructions for nonimmigrant visas; Other miscellaneous advice, such as DMV issues, travel questions, etc.	Billed at hourly rates: \$145 - \$160 (Paralegals) \$165 - \$360 (Attorneys)

Permanent Residency (Green Card)

Application Type/Service	Legal Fee	
PERM Labor Certification	\$3,000	
Immigrant Visa Petition (Form I-140) based on PERM application	\$2,100	
Immigrant Visa Petition (I-140) as Multinational Manager, Outstanding Researcher/Professor, Extraordinary Ability Alien or National Interest Waiver	\$4,500	
Immigrant Visa Petition (I-130) based on Marriage or Family relationship	\$2,100	
Adjustment of Status (I-485) for Primary Applicant (I-140-based)	\$2,000	
Adjustment of Status (I-485) for Primary Applicant (I-130-based, with I-864)	\$2,500	
Adjustment of Status for Derivative Applicant	\$1,000 first family member/\$750 additional family members	
Employment Authorization Document Renewal (EAD)	\$450 per person	\$500 if renewing EAD/AP together
Advance Parole Document Renewal	\$300 per person	

Immigration Services Legal Fee Chart

Miscellaneous Services/Applications

Application Type/Service	Legal Fee
J-1 Waiver (No-Objection)	\$2,500
J-1 Waiver (IGA, Extreme Hardship, Persecution)	\$4,000 - \$5,000
I-9 Compliance and Enforcement	Billed at hourly rates: \$145 - \$160 (Paralegals); \$165 - \$360 (Attorneys). Special rates will be discussed for large-scale audits
Responses to Request for Evidence, Motions, Appeals, DOL PERM Audit Responses, Prevailing Wage Redeterminations, H-1B withdrawals, Public Access File Compliance	Billed on an hourly basis, or a flat fee may be quoted, depending on complexity
General Immigration/Visa Advice	Billed at hourly rates: \$145 - \$160 (Paralegals); \$165 - \$360 (Attorneys)

Albany County Request for Contract Approval

Contract #	2025-2916
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	State Contract
Department	A1680 - Information Services
Date Submitted	Monday, April 7, 2025
Contact Person	Alderson, Patrick
Contact Phone	+1 5184473033
Vendor Info	ABS Solutions LLC 52 Corporate Circle, Suite 105, Albany, NY 12203
Estimated Amount	\$72,880.00
Estimated Term	6/1/2025 to 6/1/2026
Scope of Services	Request approval to purchase Object First 192TB Unit, which includes Premier Service and Support 5 year, 4 hour service and 5 year, 24 x 365 Support. Omnia Contract R200803 (quote attached)
Budget Line Item	AA1680 - 22050 - 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

April 7, 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 Object First 192TB Storage Unit from ABS Solutions LLC. This product is available on Omnia Contract R200803.

Thank you for your consideration.

Sincerely,

Patrick Alderson
Patrick Alderson

Attachments



ABS Solutions, LLC

52 Corporate Circle

Suite 105

Albany, NY 12203

Phone: (518) 608-5805 Fax: (518) 608-5808

Proposal

Date	Proposal #
3/6/2025	45268

Name / Address
Albany County Division of Info Services Patrick Alderson 112 State Street Room 500 Albany, NY 12207

Ship To
Albany County Division of Info Services Patrick Alderson 112 State Street Room 500 Albany, NY 12207

P.O. No.	Terms	Project
	Net 30	Object First 192TB Production

Description	Qty	Rate	Total
Omnia contract R200803 Production - With Premier Support Object First - 192TB Unit Premier Service and Support 5 YR 4 hr Service and 5 YR 24x365 support	1	72,880.00	72,880.00
* Sizing Excludes DA Workloads.			
* Pricing valid for 30 Days.			
* All orders are final. No returns, exchanges or cancellations will be honored.			
* Installation and configuration not included.			
* This proposal was prepared in conjunction with the Object First Calculation Results Report.			

Thank you for your business.	Subtotal	\$72,880.00
I agree to invest in the products/services listed above. Please sign and fax to (518) 608.5808	Sales Tax (0.0%)	\$0.00
Signature _____	Total	\$72,880.00

Albany County Request for Contract Approval

Contract #	2025-2917
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	State Contract
Department	A1680 - Information Services
Date Submitted	Monday, April 7, 2025
Contact Person	Alderson, Patrick
Contact Phone	+1 5184473033
Vendor Info	ComSource, Inc. 3 Lear Jet Lane, Latham, NY 12110
Estimated Amount	\$23,125.00
Estimated Term	6/1/2025 to 6/1/2026
Scope of Services	ComSource appreciates the opportunity to deliver industry leading professional services for your Albany County - Nursing Home Firewalls - Professional Services project. Below is a high-level overview of the tasks that ComSource has included in their scope of work. Additional detail for each of these tasks can be found under the "ComSource Scope" section of this document (attached). 1. Configuration and deployment of Palo Alto Firewalls at the Nursing Home 2. Reconfiguration of existing switching environment to accommodate firewall traffic flow
Budget Line Item	CAPIT - -
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
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April 7, 2025

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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 enter into a contract with ComSource, Inc. for Professional Services for the installation of the Palo Alto Firewalls at Shaker Place and reconfiguration of existing switching environment to accommodate firewall traffic flow. These Professional Services are listed on Pro Services, TechData GSA Contract 47QTCA21D00BD

Thank you for your consideration.

Sincerely,

Patrick Alderson spg
Patrick Alderson

Attachments



Albany County - Nursing Home Firewalls - Professional Services

Quote # 019072
Version 2

Prepared for:
Albany County

Prepared by:
Chris Montgomery

Thursday, March 06, 2025

Albany County
David Berkun
112 State Street, Room 1000
Albany, NY 12207
David.Berkun@albanycountyny.gov

Dear David,

Your partners at ComSource are pleased to offer you and Albany County the following quote. Please let us know if you have any questions or need for additional information.

In addition, ComSource Financial Services is also available to offer competitive lease rates for the equipment herein if you so desire.

Thank you David. We appreciate and thank you for your business.



Chris Montgomery
Sr Account Executive
ComSource, Inc.

Pro Services - TechData GSA - 47QTCA21D00BD

Part Number	Product Description	List Price	Price	Qty	Ext. Price
PS-SNY-ADV	Implementation of Palo Altos as per SOW	\$28,906.25	\$23,125.00	1	\$23,125.00
Subtotal:					\$23,125.00



Statement of Work - Overview

Introduction

This Statement of Work outlines the agreed upon services to be performed by ComSource, Inc. ("Seller") for Albany County ("Customer").

Covered in this document are project and technical assumptions, the responsibilities of Albany County, scope of services provided by ComSource and defined criteria for successful project completion.

Project Overview

ComSource appreciates the opportunity to deliver industry leading professional services for your Albany County - Nursing Home Firewalls - Professional Services project. Below is a high-level overview of the tasks that ComSource has included in their scope of work. Additional detail for each of these tasks can be found under the "ComSource Scope" section of this document.

1. Configuration and deployment of Palo Alto Firewalls at the Nursing Home
2. Reconfiguration of existing switching environment to accommodate firewall traffic flow

Locations

ComSource will complete implementation services at the following location(s) :

Site Name	Site Address
Albany County	Albany , NY

Statement of Work - Assumptions

Project Assumptions - Fixed Fee

The following items are agreed upon expectation between ComSource, Inc and Albany County on the logistics of the project.

1. This scope of work has been priced as "Fixed Fee Pricing".
2. All professional services will be completed during normal business hours (8AM - 5PM Monday thru Friday), excluding national holidays, unless otherwise noted in this statement of work. Any work that has been scoped for off-hours will be completed during a time mutually agreed upon by ComSource and the Customer.
3. Configuration changes that will impact production systems will be communicated with the customer and scheduled appropriately.
4. ComSource can not be held responsible for the availability of products. ComSource, Inc will attempt to escalate shipment of products but items on back-order or discontinued may delay the project.
5. Any packages opened by the Customer increase the risk of not being returnable. It is recommended the Customer allow ComSource to open and inventory all equipment and software. If a RMA is required after the Customer opens a package an additional cost may be incurred.
6. Any professional services requested of ComSource which are not covered in this statement of work may require a change order. The details of that process can be found in the "Change Control" section of this statement of work.

Customer Responsibilities

ComSource believes that a clear understanding of responsibilities is critical to the success of the project. As such, the following high level tasks are understood to be the responsibility of Albany County. There may be additional customer responsibilities listed under each of the technology scopes further below in the SOW.

1. Participate in design sessions with ComSource and assist with gathering required system information in a timely manner.
2. Provide a workspace for ComSource engineers to perform work while on-site. This workspace will require physical space to configure the equipment being installed, access to 110v/120v power, network connectivity, and access to the internet.
3. Provide VPN connectivity (preferred) or a Remote Desktop session to ComSource to allow remote work.
4. Provide credentials and authorization to access existing equipment that is needed to successfully complete the project.
5. Provide a technical resource for any systems not included in the ComSource scope of work but required to complete the project. This can be a customer resource or a third party that is contracted by the Customer.
6. Provide resources and/or criteria for test plans. ComSource recommends that test plans be executed during major changes in the environment.
7. Provide ComSource access to existing maintenance contracts for equipment being configured as part of the project.
8. Schedule all internal resources or third party contractors required to complete Customer responsibilities. This excludes any third party contractors which are provided by ComSource and documented in our scope of work.
9. Required rack space, power, and cooling for all equipment being installed as part of this project.
10. Physical removal and disposal of existing equipment, unless documented in the ComSource scope of work.
11. Provide copper and fiber patch cords required for the completion of the project and not included in the ComSource bill of material.
12. Installation and modification of all structural wiring, equipment racks, and cable management not specified in the ComSource scope of work.
13. Notify ComSource of any project-impacting schedule change at least seventy-two (72) hours prior to the originally scheduled task date.
14. Complete the project complete form after the verification of all success criteria

Statement of Work - Technologies

Technology - Switching - Cisco

A. Technical Assumptions

1. The customer has active maintenance on all Cisco Switches covered under this scope
2. It is recommended to create a new VTP domain for Nursing Home. This will reduce the complexity of the new environment by only showing relevant network segments
3. Updates to the existing software versions on the switches is not included in this scope. If software bugs are found that require a software update, the customer will complete the update or issue a change order
4. The customer's existing network design has the majority of SVIs located on the Core switch located at 112 State St, with L2 VLANs extending to the remote sites. Dynamic routing is not in place
5. VLANs which are specific to the Nursing Home will have their SVIs moved from the Core switch(es) at 112 State St to the new Palo Alto hardware
6. Some VLANs are in use at the Nursing Home as well as other sites. These VLANs can not having their SVIs moved to the Palo. The customer will move devices off of these VLANs after the completion of the project
7. Dynamic routing and associated SVI(s) will need to be configured on the Core Switch at 112 State St and the Nursing Home
8. The decision to do dynamic routing between the Jail core and the Nursing home, or utilize only a L2 VLAN at the Jail will be discussed during design meetings
9. Dynamic routing is only being configured for route sharing from the Nursing Home. All other sites will remain as they are currently configured

B. Customer Responsibility

1. Provide all required optics and associated cabling
2. Completion of VTP work, if desired
3. Provide and configure outside switch(es) at the Nursing Home. These are needed to support the High Available Palo Altos with single handoffs to the various uplinks

C. ComSource Scope of Work

1. Design
 - i. Participate in (1) design session with the customer to review the environment and implementation
2. Implementation
 - i. Assessment and documentation of the existing switching environment relevant to the project
 - ii. Review of documentation with customer prior to start of configuration
 - iii. Configuration of the existing 9500 Core switch at 112 State St, including:
 - a. Configuration of new VLAN(s) to be used for routing to the Nursing Home
 - b. Configuration of a dynamic routing protocol (OSPF, EIGRP, or BGP)
 - c. Configuration of route redistribution and/or changes to static routes, as needed
 - d. Shut down existing SVIs for the VLANs moving to the Palo Alto hardware at Nursing Home
 - iv. Configuration of the existing Core switch at the Nursing Home, including:
 - a. Configuration of trunk and access ports for connections to the Palo NGFW
3. Training
 - i. Up to (2) hours of administrator training on switch management
4. Support
 - i. Support will be provided for up to (2) business days following each cut-over or until action register tasks are completed
5. Success Criteria
 - i. Dynamic routing is configured, and the appropriate neighbor relationships are formed
 - ii. Switch ports have been configured as documented in the workbook
 - iii. Completed administrator training
6. Deliverables
 - i. Completed configuration workbook

Statement of Work - Technologies**Technology - Firewall - Palo Alto****A. Technical Assumptions**

1. The customer has an existing Palo Alto Panorama deployment with enough free licenses to support this deployment
2. Palo Alto Panorama is running a version which will support the new firewalls. Updates to Panorama are not included in this scope
3. The new Palo Alto hardware is replacing an existing Palo Alto 800, currently used only for guest internet. New policy will be added to the new hardware for additional segmentation
4. The internet hand-offs will be delivered via 1000Base-T or the customer will provide the required optics
5. BGP peering with the ISP(s) is not required
6. There are no third party VPN tunnels required
7. Software / Firmware will be installed at manufacturer recommended versions, unless a different version is agreed upon between ComSource and the Customer during the design phase. ComSource will not complete software upgrades during a project unless it is required to fix a known bug or requested by the manufacturer. If the customer requests a software upgrade outside of these parameters then it will require a change order

B. Customer Responsibility

1. Provide all required optics and associated cabling
2. Provide the static IP information for each ISP if a static IP address is needed
3. Provide an electronic copy of the desired zone policies based on expected data flows and observed traffic (after the Phase 1 cut-over)
4. Provide a list of critical functionality that can be incorporated into the test plan to validate a successful cut-over
5. Configuration of domain controllers for UserID integration (documentation will be reviewed during design session)

C. ComSource Scope of Work

1. Design
 - i. Participate in (1) design session with the customer to review the environment and implementation
2. Implementation
 - i. Completion of the security configuration workbook
 - ii. Deployment of (2) Palo Alto firewall(s), including:
 - a. Installation of firewall hardware using manufacturer hardware
 - b. Installation of required network and power cables
 - c. Configuration of network parameters for management access
 - d. Associate hardware with the Palo Alto support portal and licenses
 - e. Update software to the latest recommended version
 - f. Register with Panorama
 - iii. Configuration of high availability between the firewalls (active/standby)
 - iv. Update of (1) Panorama appliance, including:
 - a. Configuration of a new device template and device group
 - v. Configuration of firewalls based upon best practices and the security configuration workbook
 - a. Up to (18) security zones
 1. County, Jail, Internet, and up to (15) VLAN segments
 - b. Up to (18) interfaces / subinterfaces
 - c. Up to (50) policy rules
 - d. Up to (10) NAT/PAT rules
 - e. Configuration of dynamic routing with the County network
 - vi. Configuration of security subscriptions, including:
 - a. Configuration of up to (4) security subscriptions
 1. Threat Prevention, DNS, Wildfire, URL
 - b. Configuration of up to (2) security profiles per subscription
 - vii. Integration with the following Identity Sources for UserID visibility:
 1. Active Directory
 - viii. Configuration of Remote Access VPN
 - a. Integration with Cisco DUO for user authentication
 - b. Up to (1) GlobalProtect portal and associated gateway

- ix. Up to (3) phased cut-overs to the new Palo Alto firewall
 - a. Phase 1 - Move SVIs to the firewall, permit policies on the zones, dynamic routing
 - b. Phase 2 - Implementation of policy on zones based on documentation and observed traffic
 - c. Phase 3 - Configuration of internet circuit
- 3. Training
 - i. Up to (2) hours of administrator training on firewall management
- 4. Support
 - i. Support will be provided for up to (3) business days following each cut-over or until action register tasks are completed
- 5. Success Criteria
 - 1. Palo Altos are passing traffic between the documented zones
 - 2. Remote access users can connect and receive the correct network access
 - 3. Successfully completed test plan
 - 4. Completed administrator training
- 6. Deliverables
 - i. Completed configuration workbook

Statement of Work - Project Management & Billing

Project Management

Project Management is provided by ComSource as part of this engagement to ensure the project's milestones are staying on schedule and meeting the expectations defined in this statement of work. The ComSource project manager is responsible for the following tasks:

1. Fulfill the role as the primary point of contact for ComSource during the project
2. Review this statement of work with the project stake holders at the onset of the project
3. Develop a project plan which includes activities, critical milestones, and assigned responsibilities
4. Track project status and provide updates to stakeholders
5. Document and monitor issues identified during the project
6. Ensure project success criteria is met and deliverables are completed prior to project closeout

Change Control

A change control process will be utilized to evaluate any additional work, changes or exceptions that are not otherwise detailed in this Statement of Work. Examples, but not limited to, of exceptions, are :

1. Incomplete customer responsibilities/prerequisite tasks
2. Delays in implementation that are outside of the control of the ComSource project team and are not reported 72 hours in advance as outlined in this Statement of Work

The details of this change control process are as follows:

1. A change to the Statement of Work may be requested at any time by either party
2. A Project Change Request (PCR) will be the method for communicating any requested/required changes
3. The PCR will describe the scope of the change, associated costs, and the rationale behind it. Both parties will need to review all change requests to evaluate the change's impact on the project schedule, project risk, project quality, project resources, and project cost/credit
4. A signed PCR will be considered an addendum to this Statement of Work and is required for any changes and for the issuance of a Purchase Order or Credit Memo

Milestone Billing

ComSource will invoice based on the following schedule:

1. Bi-weekly based on a measurable percentage of work completed
2. Remaining balance at the completion of the project

Albany County - Nursing Home Firewalls - Professional Services



Prepared by:
ComSource, Inc.
Chris Montgomery
518-527-1815
cmontgomery@comsourceny.com

Prepared for:
Albany County
112 State Street, Room 1000
Albany, NY 12207
David Berkun
(518) 447-7142
David.Berkun@albanycountyny.gov

Quote Information:
Quote #: 019072
Version: 2
Quote Date: 03/06/2025
Expiration Date: 03/25/2025

Quote Summary

Description	Amount
Pro Services - TechData GSA - 47QTCA21D00BD	\$23,125.00
Total:	\$23,125.00

ComSource can offer a wide range of Financial, Professional, and Managed Services for your organization.

Pricing does not include taxes, freight or installation, if applicable, unless otherwise stated. Payment Terms – Net 30. Pricing is valid for 30 days, unless otherwise stated. Invoice payments are accepted via Check, ACH, or Wire Transfer. We do not accept credit card payments. We reserve the right to withdraw or modify this proposal at any time due to tariff or manufacturer related price increases. Sales tax rates are subject to change. Purchases will be taxed at the rate effective at the time of billing. We reserve the right to cancel orders arising from pricing or other errors.

ComSource, Inc.

Albany County

Signature: _____

C Montgomery

Name: Chris Montgomery

Title: Sr Account Executive

Date: 03/06/2025

Signature: _____

Name: _____

Date: _____

Albany County Request for Contract Approval

Contract #	2025-2918
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	State Contract
Department	A1680 - Information Services
Date Submitted	Monday, April 7, 2025
Contact Person	Alderson, Patrick
Contact Phone	+1 5184473033
Vendor Info	First Light 12 Metro Park Road, Albany, NY 12207
Estimated Amount	\$43,320.00
Estimated Term	5/30/2025 to 5/30/2030
Scope of Services	Requesting approval to enter into a 5 year agreement with First Light for installation of a pair of dark fiber between 112 State Street and St. Rose, 420 Western Avenue, Albany, NY 12203. The cost is as follows: Dark Fiber (Metro) @ \$644.00 per month and Dark Fiber Ops and Maint. (Metro) @ \$78.00 per month.
Budget Line Item	AA1680 - 44046 - 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

April 7, 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 enter into a 5 year agreement with First Light. for installation of a pair of dark fiber between 112 State Street and St. Rose, 420 Western Avenue, Albany, NY 12203. The cost is as follows: Dark Fiber (Metro) @ \$644.00 per month and Dark Fiber Ops and Maint. (Metro) @ \$78.00 per month. These services are being procured from NYS Contract PS68696.

Thank you for your consideration.

Sincerely,

Patrick Alderson/spg
Patrick Alderson

Attachments



Customer: Albany County NY
Billing Address: 112 State Street
Albany, NY 12207
Account #: 9524016
Purchase Order:

Primary Contact: David Berkun
Email: david.berkun@albanycounty.com
Phone: 518-447-7283
Mobile Phone:

Order Type: New Service
Business Case: 2025-13628
Term: 60 months
Existing MRC: \$0.00

Service Order

Opportunity ID: 116702
Order Date: 03/31/2025
Requested Service Date: 05/30/2025

Account Executive: Steven Schmitt
Email: sschmitt@firstlight.net
Phone: (518) 694-8715
Sales Engineer: Joseph Caruso

Technical Contact: David Berkun
Email: david.berkun@albanycounty.com
Phone: 518-447-7283
Mobile Phone:

SERVICE ADDRESS: 420 Western Avenue, Albany, NY 12203, US Off Net, NN010163

A Address	112 State St, Albany, NY 12207, US								
A Address Connector	SC / UPC								
A Address Extend DMARC	No								
A Address Extend DMARC Text	n/a								
A Address Handoff Type - Dark Fiber	SMF								
Fiber Miles	10.30								
Local Contact Name	Dave Berkun								
Local Contact Phone	518-447-7283								
Number of Fibers	2								
Route Miles	4.48								
Z Address	420 Western Avenue, Albany, NY 12203, US								
Z Address Connector	SC / UPC								
Z Address Extend DMARC	Yes								
Z Address Extend DMARC Text	n/a								
Z Address Handoff Type - Dark Fiber	SMF								
Group	Product	Product Code	QTY	Monthly Recurring Charge	Non-Recurring Charge	Rate	Total Monthly Recurring Charge	Total Non-Recurring Charge	
Core Network Services									
Dark Fiber	Dark Fiber Metro	DARKMETRO	1	\$644.00	\$0.00		\$644.00		\$0.00
Dark Fiber	Dark Fiber Ops and Maint Metro	DARKOMMETRO	1	\$78.00	\$0.00		\$78.00		\$0.00
						Group Total:	\$722.00		\$0.00
						Service Address Total:	\$722.00		\$0.00

Service Order Total Monthly Recurring Charge: \$722.00

Service Order Total Non-Recurring Charge: \$0.00

NOTES

Installation of a pair of dark fiber between 112 State St, Albany and 420 Western Ave, Albany. Coordinate install with customer.

NYS contract terms and conditions shall apply. NYS Contract PS68696.

THIS ORDER IS GOVERNED BY FIRSTLIGHT'S STANDARD TERMS AND CONDITIONS POSTED AT www.firstlight.net/terms-conditions. By signing this Order and initialing the applicable Service Schedules, Customer certifies that Customer has read and agrees to abide by Firstlight's standard terms and conditions and associated Service Schedules, and E911 acknowledgement. Customer acknowledges terms and conditions, and E911 services may change from time to time and that Customer's continued use of the service indicates acceptance of the terms and conditions and E911 acknowledgement. In the event that Customer and Firstlight or its affiliates* have an existing Master Form of contract for the type of service ordered, that master form of contract shall supersede Firstlight's standard terms and conditions. Unless otherwise specifically identified, the prices included are exclusive of any taxes, surcharges, and other applicable fees which, whether specified or not, may be revised at any time. Taxes, surcharges, and other fees may include but are not limited to federal, state, and local taxes, surcharges and fees, Universal Service Fund charges and network surcharges. The list of current rates and charges can be found at www.firstlight.net. You have the right to opt-out if you do not want your CPNI data used by

12 Metro Park Road
Albany, NY 12207
www.firstlight.net

CONFIDENTIAL

Firstlight for marketing purposes. Visit www.firstlight.net/CPNL to learn more or to inform Firstlight of your desire to opt-out. * Affiliates including, but not limited to: Oxford Networks, BayRing Communications, Sovereign, ION, Finger Lakes Technologies Group, 186 Communications, Maine Fiber Company, Inc., Firstlight Construction, LLC, TruePath Technologies, PrimeLink and Best Web. Firstlight may also utilize the assets in Pennsylvania acquired from the Keystone Initiative for Network Based Education and Research, ("KINBER").

The execution and delivery of this Service Order and all Customer obligations contemplated herein, have been duly and validly authorized by all necessary action on the part of such Customer. This Service Order has been duly executed and delivered by such authorized representative of Customer and, assuming due authorization, execution, and delivery by Firstlight, this Service Order constitutes the valid and binding obligations of Firstlight and Customer, enforceable against each Firstlight and Customer in accordance with its terms.

Security Incidents. Subject to Firstlight's obligation under Applicable Laws, in the event Firstlight knows or reasonably believes that there has been unauthorized access to Personal Information in the possession or control of Firstlight that compromises the security, confidentiality or integrity of such Personal Information, Firstlight shall (1) promptly notify Customer of such unauthorized access; and (2) use good faith efforts to cooperate with Customer as reasonable necessary to facilitate compliance with any Applicable Laws regarding access of Personal Information. FIRSTLIGHT SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACCESS TO OR UNAUTHORIZED ACQUISITION OF PERSONAL INFORMATION, IF CUSTOMER HAS FAILED TO ENCRYPT THE PERSONAL INFORMATION, WHETHER AT REST OR IN TRANSIT.

CUSTOMER AGREEMENT: By signing below, the signatory represents and warrants authority to execute this Service Order on behalf of Customer and Customer's acceptance of this Service Order as a legally binding contract.

Albany County NY

Signature:

Title:

Date:

Firstlight Fiber, Inc. DocuSigned by:

Signature:

Title:

Date:



ST-BOFA9843451, SLED

3/31/2025

Customer Initials

Service Schedule F - Firstlight Dark Fiber Service

1. DARK FIBER LEASE

A. **Lease.** Firstlight grants an exclusive, revocable lease to Customer ("Lease") in the segments of fiber optic strands identified in a Service Order ("Segment") executed by both Parties. Customer and Firstlight intend the Lease to be a lease of personal property to the extent consistent with applicable law. Neither this Agreement nor any Service Order shall grant or convey any title in real or personal property to Customer. Nothing contained in the Agreement or the Lease shall prohibit Firstlight from granting additional leases to third parties.

B. **Permitted Use.** Customer may only use the Segments for providing telecommunications or data transmission services for its customers or for itself. Customer may not sell, lease, sublease, license, or otherwise transfer the Segments or any rights therein. Customer shall have no more right to use the Segments than Firstlight may legally provide. Customer represents and warrants that it shall use the Segments in accordance with all applicable laws, regulations, court orders, orders of an administrative agency, ordinances, permits, authorizations, licenses, franchises and any other authorizations, including the securing of all permits, authorizations, licenses, franchises, or other authorizations necessary for its leasing and use of the Segments.

C. **Customer Equipment.** Firstlight shall deliver Segments to a point of demarcation that is typically a patch panel ("Demarc Point"). Firstlight shall have no responsibility for operation or maintenance of any facilities or equipment on the Customer's side of the Demarc Point. All Customer owned or supplied equipment or Facilities that are to be connected to any portion of the Segments shall be installed solely by Firstlight or its contractor. Customer shall have no rights to install its equipment or Facilities or splice to any Segment or portion thereof.

2. PROVISIONING

A. **Fiber Testing.** Each Segment shall be tested in accordance with the testing standards set forth below. Testing shall be conducted by Firstlight after any installation work necessary for delivering the Segments has been undertaken. Customer shall have the right to witness such testing. Within thirty (30) days after the completion of the testing, if in Firstlight's reasonable opinion the test results comply with the standards set forth below, then Firstlight shall provide such results to Customer with a notice stating the testing is complete and the results. Customer shall have ten (10) days to accept or reject the test results. If Customer rejects the test results, Customer shall provide written notice of such rejection with sufficient detail to reasonably establish the reason for its rejection. Firstlight shall take appropriate steps to correct any deficiency causing Customer's reason to reject the test results. The process of Firstlight testing the Segments and submitting test results to Customer shall be repeated until the test results are accepted by Customer. If Customer fails to deliver a notice of rejection within the aforementioned ten (10) day period following the initial test or any subsequent re-testing, the Segments shall be deemed to be accepted and made commercially available for Customer's use.

3. SEGMENT OPERATIONS

A. **Maintenance.** Firstlight shall conduct routine scheduled maintenance along all portions of the Segments. Monthly fees for scheduled maintenance ("O&M") shall also be included on an associated Service Order and may be increased 3% annually by Firstlight on each annual anniversary date of the Service Order. Firstlight shall also conduct unscheduled maintenance to correct or prevent potential problems that may inhibit use of or threaten the integrity of the Segments (on Firstlight's side of a Demarc Point) or any other portion of the Firstlight Network. Firstlight shall also conduct emergency maintenance in response to potential or actual damage to the Segments (on Firstlight's side of a Demarc Point) or any portion of the Firstlight Network. Should Firstlight undertake any unscheduled maintenance or emergency maintenance, Customer shall provide all cooperation necessary for Firstlight to conduct either type of maintenance in a timely fashion.

B. **Network Move.** In the event any portion of a Segment or the Firstlight Network must be relocated by order of any third party acting pursuant to any legal right, including but not limited to condemnation or eminent domain, or due to a bona fide need of Firstlight to protect the operation, integrity or security of the Firstlight Network, then Firstlight shall provide, to the extent practical, sixty (60) days prior notice to Customer of Firstlight's intent to relocate a portion of the Firstlight Network or Segments. Firstlight shall make reasonable, temporary accommodations to continue services for Customer, such as rolling traffic to other fiber optic strands, at an appropriate time(s) during the process of relocating any portion of

the FirstLight Network. Customer shall, and agrees to, pay a pro rata portion of the costs to relocate the portion of the FirstLight Network, which pro rata share shall be the ratio of the fiber miles of the Segments relocated to the fiber miles of the FirstLight Network that is relocated.

C. **Loss of Network.** In the event any part of the Segments or FirstLight Network are lost due to any third party acting pursuant to any legal right or an act of condemnation or eminent domain and such Segments or portion of the FirstLight Network cannot be replaced or relocated, resulting in a loss of all or a portion of a Lease, then the affected portion of a Service Order may be cancelled by Customer without liability to FirstLight.

D. **Outage Credits.** In the event the Segments or any portion thereof fail to operate in accordance with the specifications of Exhibit 1 and such failure results in a material loss of transmission capabilities ("Outage"), then Customer shall be entitled to credits to the MRC ("Outage Credits") pursuant to the following table:

Duration of Material Loss of Transmission	Percent of MRC
From 8 hours and < 12 hours	5%
From 12 hours and < 24 hours	15%
From 24 hours and < 36 hours	30%
From 36 hours and < 48 hours	50%
From 48 and longer	100%

Should an Outage last longer than 12 days ("Extended Outage"), Customer may terminate any affected Segments without liability, but shall not be entitled to any Outage Credits. The termination rights of the preceding sentence and Outage Credits are not available when an Outage is due to i) an event of Force Majeure, ii) a third party, or iii) Customer, its agents, contractors, representatives or its customers.

E. **No Liens.** If any property, whether real or personal, belonging to FirstLight, its affiliates, service providers, vendors, landlords or lessors, becomes subject to any mechanics' lien or other encumbrances, chargeable to or through the Customer, the Customer shall promptly cause such lien or encumbrance to be discharged and released of record (b) payment, posting of bond, court deposit or other means) without cost or other liability to FirstLight, provided, however, that if any such lien or encumbrance is not so discharged and released within thirty (30) days after notice by FirstLight to the Customer, then FirstLight may, at its option: (i) pay or secure the release or discharge thereof and the Customer shall indemnify FirstLight and its affiliates, officers, directors and employees, against all costs and expenses (including reasonable attorney's fees) incurred in discharging and releasing such lien or encumbrance, or (ii) terminate this Agreement immediately upon written notice to the Customer.

F. **Removal of Customer Property.** At the end of each Service Order Term, Customer shall remove all of its equipment and Facilities from any space that is owned, leased, rented, operated or otherwise the responsibility of FirstLight within thirty (30) days of such Service Order Term expiring or being cancelled. Any equipment or Facilities not removed by Customer within such 30 days, may then be removed by FirstLight and stored, sold or otherwise disposed of by FirstLight. All associated costs incurred by FirstLight shall be billed to Customer's account and reimbursable by Customer upon invoicing by FirstLight. Customer agrees to indemnify and hold harmless FirstLight, its officers, directors, employees, affiliates, agents and representatives from and against any claim of any type or nature, including reasonable attorney fees and court costs, brought by any party in relation to FirstLight's removal, storage, sale or other disposal of Customer's equipment or Facilities.

Exhibit 1 TECHNICAL SPECIFICATIONS

1. Fiber Optic Specifications are as follows:

- A. The maximum bi-directional average splice loss shall not exceed 0.15 dB.
- B. The attenuation must not exceed 0.25 dB/km when measured at a wavelength of 1550 nm using the two-point measurement (TLAE/EA 155-61 or EIA/TIA 155-78).
- C. The attenuation for the wavelength region from 1525 nm to 1575 nm must not exceed the attenuation at 1550 nm by more than 0.05 dB/km.
- D. All fiber optics shall be of type G.652d with detailed specifications substantially similar to Corning SMF-28e+ glass. If specifications differ, the differences will be specifically called by location in the fiber path.
- E. Optical Return loss shall be greater than -34db when evaluated from the demarcation point handoff bulkhead toward the distant end
- F. All connector assemblies must be UPC physical contact design, and must meet or exceed 50 dB return loss, where required. Connectors must have a mean insertion < 0.4 dB with maximum insertion loss < 0.6 dB. Connector assemblies will be placed in secure locations or have locking covers.

2. Testing, pursuant to establish compliance with the specifications above shall include the following:

- A. All fibers shall be tested bi-directionally at 1310 nm and/or 1550 nm, as applicable, with an OTDR, the subsequent traces shall be inspected for end-to end continuity and for uniform attenuation. These traces will be stored on usb and will be provide in a .SOR or MSOR format.
- B. Optical Length: The OTDR will be used to determine the end-to end optical length of the cable.
- C. Splice Loss: Splice loss will be measured bi-directionally with an OTDR using the Splice Loss Average method.
- D. End-to-End Loss: Using a light source and a power meter, the bi-directional connector-to-connector attenuation will be measured for each fiber at 1310 nm and 1550 nm, as applicable. The acceptance average attenuation per kilometer on a per span basis shall be the attenuation set forth by this agreement.
- E. If requested, chromatic dispersion and polar mode dispersion testing will be provided for an additional fee per fiber characterized.
- F. Fiber physical path information will be provided in a .kml/.kmz electronic format
- G. All test results will be provided to the Customer in both electronic .pdf and printed formats, upon request.

Albany County Request for Contract Approval

Contract #	2025-2907
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	State Contract
Department	A1164 - Unified Court
Date Submitted	Wednesday, April 2, 2025
Contact Person	Stover, Thomas
Contact Phone	+1 5184473020
Vendor Info	G P Flooring Solutions 32 Marway Circle, Gates, NY 14624
Estimated Amount	\$79,617.45
Estimated Term	5/1/2025 to 4/30/2026
Scope of Services	Remove existing carpet and cove base, prep sub flooring as needed and install new carpet tiles of four court rooms of the Judicial Center, 6 Lodge St.
Budget Line Item	AA1164 - 44046 -
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

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

April 2, 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.

Unified Court System Third Judicial District requested service pursuant to the provisions of Chapter 686 of the Laws of 1996.

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

This contract has a not to exceed cost of \$79,617.45

The term of this agreement will be May 1, 2025 – April 30, 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: March 28, 2025

Re: Carpet Installation for Judicial Center Court Rooms

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.

Judicial Center Court Rooms, 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 \$79,617.45

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: April 2, 2025

RE: Carpet Installation for Judicial Center Court Rooms

I am in receipt of your recommendation letter for NYS Contract PC 70142 Shaw Integrated and GP Flooring Solutions is an authorized dealer in the amount not to exceed \$79,617.45 for the purchase and installation of carpet.

As Shaw/GP Flooring Solutions has a current NYS Contract PC70142 Group#20600 Award#PGB23200 I approve your recommendation.

Please obtain the necessary contract approval of the County 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 - **Courtrooms 1-4**
6 Lodge Street
Albany, NY 12207
Contact: David Quinn 518 487-5361

Proposal # 25897

Customer PO

Contract # PC69411

Date 2/28/2025

Sales Person Don Antonangeli

Designer

Type		Quantity	Product Description	Color / Item Number	Price	Total
Carpet	Mat	1060.67 SqYd	Shaw Sculpt Loop Tile -#5T183 - 24x24" - Ecoworx	Nuance 83314	\$36.30	\$38,502.32
	Lab	1060.67 SqYd	Carpet Installation	Courtrooms 1-4	\$10.90	\$11,561.30
Notes						
Adhesive	Mat	17 Each	Lokworx+ Carpet Tile Adhesive (N5000)	4 Gallon	\$111.53	\$1,896.01
Labor	Lab	66 HR	Furniture Moving - Heavy		\$72.00	\$4,752.00
Labor	Mat	1 Each	Demolition Machine			
	Lab	940 SqYd	Carpet Demolition (standard)		\$5.97	\$5,611.80
Labor	Lab	940 SqYd	Carpet Disposal		\$1.67	\$1,569.80
Notes * Disposal Offsite						
Accessories	Mat	8 Each	Ardex Feather Finish	10 lb bag		
	Lab	8457 SqFt	Adhesive Removal		\$0.81	\$6,850.17
Labor	Mat	2 Each	9050 - Primer	4 Gallon	\$78.20	\$156.40
	Lab	8457 SqFt	Install Floor Primer		\$0.71	\$6,004.47
Notes * Includes patching where necessary.						
Transition	Mat	144 LnFt	Flexco #183 (1/4" to 0") Transition Edge Guard			
	Lab	144 LnFt	Transition Installation		\$4.11	\$591.84
Unclassified	Mat	1 Each	Freight - Shaw to GP		\$2,121.34	\$2,121.34

Information

* All materials and labor pricing set at or below **Shaw PC69411** of the NYS Contract.

* Daytime Hours M-F - Albany County Prevailing Rate

	Total
Contract Total	\$79,617.45
Sales Tax	
Grand Total	\$79,617.45

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

Continuation For: Albany County, Proposal # 25897

Type	Quantity	Product Description	Color / Item Number	Price	Total
------	----------	---------------------	---------------------	-------	-------

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 _____

Albany County Request for Contract Approval

Contract #	2025-2836
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Monday, March 10, 2025
Contact Person	Stover, Thomas
Contact Phone	+1 5184473020
Vendor Info	Frank J Ryan & Sons 295 1st Street, Troy, NY 12180
Estimated Amount	\$60,280.00
Estimated Term	5/1/2025 to 4/30/2026
Scope of Services	Painting of the Albany County Children, Youth & Family Services, 112 State Street 3rd & 4th Floors.
Budget Line Item	CAPIT - HHX0 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

March 10, 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 Frank J Ryan & Sons pursuant to RFB-2025-004 Office Painting of the Albany County Children, Youth & Family Services, 112 State Street 3rd & 4th Floors.

Frank J Ryan & Sons was the lowest qualifying bid for a not to exceed total of \$60,280 which includes their base bid of \$54,800 with a 10% contingency allowance of \$5,480.

The low bidder, Limestone Le, Inc. failed to provide the required NYSDOL registration documentation as noted in section 10.4 of the RFB.

This project is included in the 2024 Capital Plan and associated costs will be covered under Bond HHX0 Res No 10 of 2023 dated 2/13/2023.

The term of this agreement will be May 1, 2025 – April 30, 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
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DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O'Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: March 7, 2025

Re: RFB-2025-004 OFFICE PAINTING OF THE ALBANY COUNTY CHILDREN,
YOUTH & FAMILY SERVICES 112 STATE STREET 3rd and 4th FLOORS

After reviewing the bids and references received for RFB-2025-004, I recommend awarding the contract to Frank J Ryan & Sons as the lowest qualifying bid for a not to exceed total of \$60,280 which includes their base bid of \$54,800 with a 10% contingency allowance of \$5,480.

The low bidder Limestone Le, Inc. failed to provide the required NYSDOL registration documentation as noted in section 10.4 of the RFB.

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

DML:tas

Enclosure(s)



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David Latina, Commissioner
Department of General Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: March 7, 2025

RE: RFB-2025-004 Office Painting of the Albany County Children, Youth & Family
Services 112 State Street 3rd and 4th Floors.

I am in receipt of your recommendation to award the aforementioned to Frank J Ryan & Sons in the amount of \$60,280.00.

As Frank J Ryan & Sons 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.

RFB#2025-004						
Office Painting of the Albany County						
Children Youth & Family Services 112 State						
Street 3rd & 4th Floors.						
February 27, 2025 @11:00am						
Vendor:		CQC Painting	Frank J Ryan & Sons	Nuvista Designs	Sierra Contractors Corp	
LUMP SUM BASE BID:		\$72,700.00	\$54,800.00	\$200,000.00	\$136,785.00	
10% CONTINGENCY ALLOWANCE:		\$7,270.00	\$5,480.00	\$20,000.00	\$13,678.50	
TOTAL BID: (Base Bid + 10% Contingency Allowance)		\$79,970.00	\$60,280.00	\$220,000.00	\$150,463.50	
Vendor:		WS Carpentry & Services				
LUMP SUM BASE BID:		\$120,000.00				
10% CONTINGENCY ALLOWANCE:		\$12,000.00				
TOTAL BID: (Base Bid + 10% Contingency Allowance)		\$132,000.00				

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Office Painting of the Albany County Children Youth & Family Services
112 State Street 3rd & 4th Floors.**
Bid Number: **RFB-2025-004**

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;

BF1

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F")
 - (g) Non Interruption of Work Agreement (Attachment "G")
 - (h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27)

7. Communication concerning this Bid shall be addressed to:

Bob Ryan

Frank J Ryan & Sons, Inc

295 1st Street Troy, NY 12180

Phone: 518-274-6871

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: **Office Painting of the Albany County Children Youth & Family Services
112 State Street 3rd & 4th Floors.**

Bid Number: **RFB-2025-004**

1. All bid prices must include all materials, labor, equipment, incidentals and other associated costs.
2. Base Bid works shall carry a 10% Base Bid Contingency Allowance for additional works discovered during the painting project beyond scope of work indicated on drawings and specifications. Contractor shall receive advance approval from the County prior to performing any additional work.

LUMP SUM BASE BID: \$ 54,800.00

10% Contingency Allowance \$ 5,480.00

Total Bid
(Base Bid + Contingency Allowance) \$ 60,280.00

COMPANY: Frank J Ryan & Sons, Inc

ADDRESS: 295 1st Street

CITY, STATE, ZIP: Troy, NY 12180

TEL. NO.: 518 274-6871

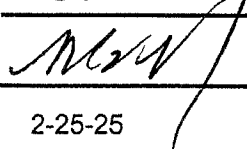
FAX NO.: 518-274-0726

FEDERAL TAX ID NO.: 14-138914

CERTIFICATE OF REGISTRATION NUMBER (ARTICLE 8 PUBLIC WORK CONTRACTOR REGISTRY)

REPRESENTATIVE: Bob Ryan

E-MAIL: bob@ryancommercialpainting.com

SIGNATURE AND TITLE:  President

DATE : 2-25-25

BF3

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

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

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

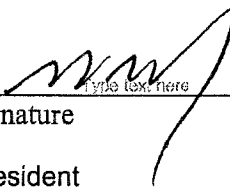
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

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

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

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

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



Signature

President

Title

Frank J Ryan & Sons, Inc

Company Name

2-24-2025

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 _____

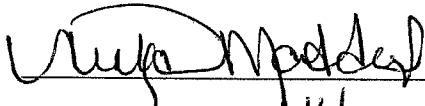
Commission Expires _____

If Corporation:

STATE OF NY)
COUNTY OF Rensselaer) SS.:

On this 24 day of February, 2004, before me personally appeared Robert L. Ryan Jr. _____ to me known, who, being by me sworn, did say that he resides at (give address) 38 Liberty Road Troy, NY 12180; that he is the (give title) President of the (name of corporation) Frank J Ryan & Sons, Inc, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

MINKA MADDOCKS
Notary Public, State of New York
Registration No. 01MA6006562
Qualified in Saratoga County
Commission Expires July 13, 2026


Notary Public, State of NY
Qualified in Saratoga
Commission Expires 7/13/26

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Frank J Ryan & Sons, Inc		3. IDENTIFICATION NUMBERS a) FEIN # 14-1383914 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 295 1st Street Troy, NY 12180		7. TELEPHONE NUMBER 518 274-6871	8. FAX NUMBER 518-274-726
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 Robert Ryan Title President Telephone Number Fax Number 518-274-0726 e-mail bob@ryancommercialpainting.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Robert Ryan	TITLE Ident	b) NAME	TITLE
c) NAME Stephen Ryan	TITLE Ident	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; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:	
a)	file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i>	☐ Yes ☒ No
b)	file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i>	☐ Yes ☒ No
c)	Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ : ☐ Yes ☒ No^{2a}

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: NY)
) ss:
County of: Rensselaer)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business Frank J Ryan & Sons, Inc. Signature of Owner [Signature]
Address 295 1st Street Troy, NY 12180 Printed Name of Signatory Robert Ryan
City, State, Zip _____ Title President

Sworn before me this 24 day of February, 2025
Notary Public [Signature]

MINKA MADDOCKS
Notary Public, State of New York
Registration No. 01MA6006562
Qualified in Saratoga County 26
Commission Expires July 13, 2026

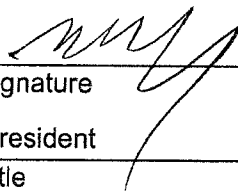
Minka Maddocks
Printed Name

[Signature]
Signature

2/24/25
Date

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

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



Signature

President

Title

2-24-2025

Date

Frank J Ryan & Sons, Inc

Company Name

ATTACHMENT "E"

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

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

Name of Third Party Entity: FJ RYAN & SONS INC

Address: _____

Phone Number(s): (518) 274-6821

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

N/A

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

Painting

Signature

Robert Ryan

Printed Name

President

Title

2-24-2025

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? 85 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. 50 New Scotland Ave Albany Medical Center

Steve Travis 518-376-0913

2. Albany Capital Center

Al Burgazoli 518-857-7063

3. Ballston Spa Central School District

Ed Martin 518-744-0432

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.

5.7m

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

No

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

No

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

No

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

No

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

Adam Greaney

M&T Bank

518-464-6139

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Assets 1.2m

Liabilities 200K

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.

Frank J Ryan & Sons, Inc

Correct Name of Bidder

- (a) The business is a: Corporation

- (b) The address of principal place of business is: 295 1st Street Troy, NY 12180

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

Robert Ryan, President

Stephen Ryan VP

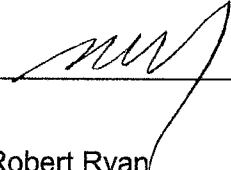
ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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.

Frank J Ryan & Sons, Inc

Firm

Dated: 2-24-2025

By 

Robert Ryan

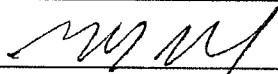
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ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

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: Frank J Ryan & Sons, Inc

By: 
(Signature)

Robert Ryan
(Typed)

Title: President

Date: 2-24-2025



**Department
of Labor**

Sponsor Code 52295
Trade Code(s) 14-156
Painter / Decorator

ANCILLARY GROUP-SPONSOR/SIGNATORY AGREEMENT

Associated Builders & Contractors Inc.
THIS AGREEMENT, entered into on this 8th day of December 20 21, by and between
Associated Builders & Contractors Inc. registered and existing under and by virtue of the laws of the State of New York and, hereinafter
referred to as "**SPONSOR**," and Frank J Ryan & Sons Inc a contractor/subcontractor, hereinafter referred to as
"**SIGNATORY**."

WITNESSETH

WHEREAS, **SPONSOR**, in carrying out the objectives of the Apprenticeship program; and

WHEREAS, Frank J Ryan & Sons Inc having received a copy of the **APPRENTICE TRAINING PROGRAM REGISTRATION
AGREEMENT (Form AT 10)**, and concurring in the advantages of a uniform program for the development of an
Apprenticeship Trade, does hereby request acceptance as a **SIGNATORY**.

NOW, THEREFORE, in consideration of the premises, **SPONSOR** agrees to accept the undersigned as a **SIGNATORY**, under the
provisions of the Group Non-Joint Apprenticeship Standards, with all attendant rights and benefits thereof, until cancelled
voluntarily or revoked for good cause by the New York State Department of Labor.

IT IS AGREED BETWEEN THE PARTIES, AS FOLLOWS:

1. **SPONSOR** agrees to:
 - a. Submit a copy of this executed Agreement to the New York State Department of Labor (DOL);
 - b. Recruit, select, and refer applicants who have been duly processed according to the approved selection procedure under 12 NYCRR Part 600, and register those apprentices with the Department of Labor (DOL);
 - c. Comply with all requirements set forth in NYS Labor Law Article 23, and 12 NYCRR Part 601 for the registration, supervision, and advancement of apprentices;
 - d. Maintain adequate records to ascertain compliance with state and federal apprentice training rules, regulations, and statutes, including records of job assignments, promotion, demotion, lay-offs, terminations, rates of pay, job rotation, related instruction, and submit such records to the Department of Labor as may be required;
 - e. Ensure that apprentices are rotated to employers who can assign them to tasks in Appendix A, and that Blue Books, or some alternate DOL approved electronic record, is maintained and signed by a supervisor weekly;
 - f. Ensure that apprentices are given proper related instruction as provided under Appendix B and approved by the Department of Education, and that proper and detailed records of such training, including attendance sheets, tests given, and test scores are maintained;
 - g. Ensure that all program modifications, revisions, or reports will be submitted to the Department of Labor within 30 calendar days of such program change or the report request;
 - h. Advise SIGNATORY of any future amendments to the Apprenticeship program;
 - i. Inform SIGNATORY as to the progress of their apprentice(s);
 - j. Monitor each SIGNATORY to ensure that they are operating fully within state and federal rules and regulations for the protection of workers, including but not limited to, apprentice training, OSHA, and prevailing wage requirements;
 - k. Terminate this agreement if it finds that SIGNATORY has substantial violations of laws for the protection of workers, including state and federal apprentice training rules, regulations, and statutes;
 - l. Notify the New York State Department of Labor within 90 days in the event SIGNATORY disassociates itself from this Agreement and the Apprenticeship Program, or is terminated by the SPONSOR;
 - m. Notify the Department of Labor within 30 days of all apprentices who successfully complete their apprenticeship program; and
 - n. Comply with any future changes to the Program instituted by DOL.

2. **SIGNATORY** agrees to:

- a. Employ and train apprentices in accordance with the rules, regulations and decisions of SPONSOR, as established and operated under the Apprentice Training Program Registration Agreement (Form AT 10), and to conduct, operate, and administer its responsibility to the Apprenticeship program in conformity with the New York State Equal Employment Opportunity in Apprenticeship and Training provisions;
- b. Accept, for employment, apprentices who have been referred by SPONSOR;
- c. Maintain records as SPONSOR may require including, but not limited to, records of job assignments, task rotation, promotion, demotion, lay-offs, terminations, and rates of pay;
- d. Inform SPONSOR as to the on-the-job training progress of the apprentice(s) by ensuring that its apprentice(s) maintains Blue Books, or some alternate DOL-approved electronic record, that each apprentice's supervisor reviews and signs off on each Blue Book weekly, and that copies are regularly provided to SPONSOR;
- e. Notify SPONSOR of any apprentice who is terminated by SIGNATORY and the reasons for the termination;
- f. Meet any financial obligations to SPONSOR for each apprentice's related instruction as may be required by mutual agreement;
- g. Pay the apprentice at least the amount provided for on the apprentice's AT-401, Form AT-10, or as may be otherwise required by law, and maintain a ratio of apprentices to journey-workers that equals or exceeds the minimum ratio as provided for on Form AT-10;
- h. Pay the prevailing wage rates for Public Work projects when working on such projects;
- i. Not subvert the program by hiring workers as helpers, shop-hands, or other titles and assigning them to work generally performed by apprentices;
- j. Pay no less than the minimum journey-worker wage rate to each apprentice who completes the apprenticeship program; and
- k. Comply with any future changes to the Program instituted by DOL.

IN WITNESS WHEREOF, SPONSOR and SIGNATORY have caused this Agreement to be executed on their behalf, on the day and year written above.

SPONSOR

By Jeffrey S Albert
(SIGNATURE OF OFFICIAL SPONSOR REPRESENTATIVE)

Jeffrey S Albert
(PRINT NAME)

Chief Operating Officer
(TITLE)

16 - 0983637
(FEIN)

6369 Collamer Drive
(ADDRESS)

East Syracuse, NY 13057
(CITY, STATE, ZIP)

SIGNATORY

By Robert Ryan
(SIGNATURE OF OFFICIAL SIGNATORY REPRESENTATIVE)

Robert Ryan
(PRINT NAME)

President
(TITLE)

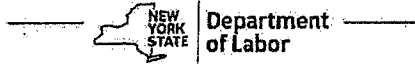
14-1383914
(FEIN)

295 1st Street
(COMPANY ADDRESS)

Troy NY 12180
(CITY, STATE, ZIP)

A copy of this Agreement shall be submitted to the New York State Department of Labor, Apprenticeship and Training Office, for their records immediately upon signing hereof.

WE ARE YOUR DOL



Kathy Hochul, Governor
Roberta Reardon, Commissioner

CHRIS PINHEIRO

Director
Apprenticeship Training

New York State Department of Labor
W. Averell Harriman State Office Campus
Building 12, Room 455/459, Albany, NY 12240
www.dol.ny.gov

February 16, 2022

Jeffrey S Albert
C.O.O.
Associated Builders and Contractors Empire State
6369 Old Collamer Drive
East Syracuse, NY 13057

52295 / 14156

Dear Jeffrey S Albert:

The New York State Department of Labor (Department) has reviewed your request to add a signatory employer to your Painter and Decorator Apprenticeship Training Program.

The following signatory employer has been reviewed and approved to participate in an Apprenticeship Program.

Signatory Name	Address	City	State	Zip Code
Camden Group	9008 State Rte 13	Camden	NY	13316
Frank J Ryan & Sons, Inc.	295 1st Street	Troy	NY	12180

WE ARE YOUR DOL



Kathy Hochul, Governor
Roberta Reardon, Commissioner

If you have any questions, please contact your ATR, Michael Ferraro, at 518-457-4497.

Sincerely,


Chris Pinheiro
Director
Apprenticeship Training

cc: Michael Ferraro

Colonial Surety Company
Administrative Office
123 Tice Boulevard, Suite 250
Woodcliff Lake, NJ 07677
201-573-8788

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS

that we, **Frank J Ryan & Sons, Inc.**

as Principal, and the COLONIAL SURETY COMPANY, a corporation under the laws of the Commonwealth of Pennsylvania, as Surety, are held and firmly bound unto

County of Albany, Albany, NY

as Obligee in the sum of

5% of amount bid not to exceed \$3500

for the payment, whereof in lawful money of the United States, we bind ourselves, our heirs, administrators, executors or successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying bid for
Painting of 3rd & 4th Floors

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, then this obligation shall be void: otherwise to remain in full force and effect. Provided, however, that if said contract is not awarded within 60 days of the date of bid opening, this bond shall be void and of no force and effect.

Signed and sealed this 27th day of February 2025.

Frank J Ryan & Sons, Inc.

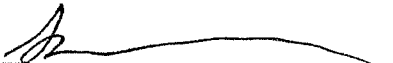
Witness:

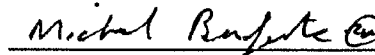

Stephen Ryan


(Principal/Title) (Seal)

Colonial Surety Company

Witness:


Stephen Ryan


Michael Bonfante (Attorney-in-fact) (Seal)

COLONIAL SURETY COMPANY

Duncannon, Pennsylvania

Administrative Office: 123 Tice Boulevard, Woodcliff Lake, New Jersey 07677

GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Woodcliff Lake, Bergen County, NJ does by these presents make, constitute and appoint Michael Bonfante of Troy, NY its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

Bid Bonds and Consent of Surety Only

and to bind the Company thereby as fully and to the same extent as if such bids were signed by the President, sealed with the corporate seal of the Company, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

"Be it Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-In-Fact. Attorney-In-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, bid bonds and consent of surety only, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-In-Fact shall be binding upon the Company as if signed by the President."

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed the 7th day of April, A.D., 2023.

State of New Jersey

County of Bergen

} SS.



COLONIAL SURETY COMPANY

By

Wayne Nunziata, President

On this 7th day of April, in the year 2023, before me
Theresa La Monica, a notary public, personally appeared
Wayne Nunziata, personally known to me to be the person who
executed the within instrument as President, on behalf of the corporation therein named and
acknowledged to me that the corporation executed it.



THERESA LA MONICA
A Notary Public of New Jersey
My Commission Expires September 9, 2025

Theresa La Monica

Theresa La Monica

Notary Public

I, the undersigned President of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney Issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

GIVEN under my hand and the seal of said Company, at Woodcliff Lake, New Jersey this 27th day of February, 20 25.

Wayne Nunziata, President

Wayne Nunziata, President

Original printed with Blue and/or Black Ink.
For verification of the authenticity of this Power of Attorney you may call (201) 573-8788 and ask
for the Power of Attorney clerk. Please refer to the above named individual(s) and details of the
bond to which the power is attached.

State of NY

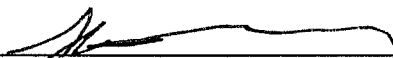
County of RENSSELAER

AND NOW, this 27th day of February, in the calendar year of 2025, before me, a duly appointed and commissioned notary public, came the identified subscriber to the within instrument or instruments, and/or the demonstrated attorney-in-fact for said signatory and subscriber on said instrument or instruments, **Michael Bonfante, attorney-in-fact of Colonial Surety Company**, an insurance company duly organized and existing under the laws of the Commonwealth of Pennsylvania and which is authorized to conduct business in this State, and that as such being authorized to do so, acknowledged that the within instrument or instruments were executed as the authorized act of his disclosed principal for the purposes therein contained, and declared to be a person executing said instrument or instruments as attorney-in-fact and with full capacity and competency, at the request of and on behalf of Colonial Surety Company therein named and acknowledged to me that the aforesaid Colonial Surety Company had authorized the execution by the aforesaid attorney-in-fact of said instrument or instruments with the intent to be legally bound as required by common and statutory law.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

A Notary Public of _____
My Commission Expires on _____

Notary Public in and for the
County of _____
State of _____
STEPHEN P. RYAN
NOTARY PUBLIC, State of New York
No. 01RY5078225
Qualified in Rensselaer County
Commission Expires May 19, 27


NOTARY PUBLIC



FRANK J. RYAN & SONS, INC.
295 1ST STREET
TROY, New York 12180

Hello,

Enclosed is your **Certificate of Contractor Registration**. Please keep this document as proof of your registration.

This Certificate is valid for two (2) years, unless revoked or suspended.

If you bid or commence work on a public work project or covered private project without being properly registered, you may be subject to a civil penalty and denial of your registration application pursuant to NYS LL § 220-I(8).

If your registration or a subcontractor's registration lapses while performing contracted work on a covered project, the work for that project may be completed.

If you are determined unfit and your certificate is revoked or suspended, then a monitor approved by the Commissioner must be appointed to oversee the completion of the work at your expense.

If your certificate is to be suspended or revoked for any reason, you will receive a notice and an opportunity to contest at a hearing prior to the suspension or revocation taking effect.

Please note that any subcontractors or independent contractors you hire to work on a public work or covered private construction project must obtain their own Certificate of Contractor Registration to perform such work.

If you allow a subcontractor or independent contractor to perform work on a public work or covered private project without being properly registered, you and the other contractor may be subject to a civil penalty and revocation/suspension/denial of your registration pursuant to NYS LL § 220-I(8).

Any project where work is performed in violation of Contractor Registration requirements, or any provisions of NYS Labor Law Article 8, is subject to the issuance of a Stop Work Order, pursuant to NYS LL § 224-B.

Shaun McCready
Director of Public Work &
Prevailing Wage Enforcement

WE ARE YOUR DOL



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and
Covered Private Construction Projects in the State of New York,
Subject to the Prevailing Wage Requirements of
NYS Labor Law Article 8

FRANK J. RYAN & SONS, INC.

295 1ST STREET

TROY, New York 12180

Phone Number: 5182746871

Registration Number: 24-64NSU-CR

Date of Issue: 2024-12-17

Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon
Commissioner
New York State Department of Labor



A Fund General Services Projects

Albany County Office Building Renovations

Project Number: B0201
 Project Status: New 1 Existing Amended
 Affiliated Bond Account(s):
 Amendment(s):

2023-2027 Consolidating project into new project going forward.

This project provides for the renovation of the Harold L. Joyce Albany County Office Building. The project includes a new roof, HVAC and electrical systems, ADA compliance, elevator modernization and various interior and exterior upgrades. This project began in the Fall of 2002 and is estimated to be complete in 2024. The project has a useful life of 20 to 30 years.

	Year	Pre 2023	2023	2024	2025	2026	2027	2028	Total
County		21.784		-	-				21.784
NYS Reimbursement									-
Other									-
Total County Cost		21.784	-	-	-	-	-	-	21.784

Facility Improvement Project

Project Number: B0801
 Project Status: New 1 Existing Amended
 Affiliated Bond Account(s):
 Amendment(s):

2022-2026 reduce total cost

2023-2027 Consolidating project into new project going forward.

As part of a continuing program to maintain existing facilities, this project consists of interior painting, carpeting, HVAC modifications, departmental relocation costs, design fees, construction fit-up costs (retrofit / office buildout), moving expenses and the installation of energy management systems at various facilities. Also included are expenses for Civic Center garage and Spruce Street garage from 2016.

	Year	Pre 2023	2023	2024	2025	2026	2027	2028	Total
County		8.942	-	-	-				8.942
NYS Reimbursement									-
Other									-
Total County Cost		8.942	-	-	-	-	-	-	8.942

Vehicle and Truck Replacement Project

Project Number: B1201
 Project Status: New Existing 1 Amended
 Affiliated Bond Account(s):
 Amendment(s):

2022-2026 add additional year to project

2023-2027 add additional years and increase yearly costs.

2024-2028 update project end date to 2028.

This project would replace fleet pool vehicles in accordance with our Department Vehicle Replacement Plan. This plan would replace 11 +/- vehicles per year for the next 2 years and the vehicles being replaced are 10 years old or older. This project was amended to change the completion date to 2028.

	Year	Pre 2023	2023	2024	2025	2026	2027	2028	Total
County		2.364	0.500	0.500	0.500	0.500	0.500		4.864
NYS Reimbursement									-
Other									-
Total County Cost		2.364	0.500	0.500	0.500	0.500	0.500	-	4.864

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

thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$7,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$7,000,000 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 \$7,000,000 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 \$7,000,000 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 3. The County is hereby authorized to undertake various capital projects consisting of various mechanical upgrades and improvements, such upgrades and improvements to include all HVAC, energy management system improvements, all chiller and electrical systems, 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 \$3,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$3,000,000 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 \$3,000,000 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 \$3,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.13 of the New York Local Finance Law (the "Law"), is fifteen (15) years.

Section 4. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$11,500,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 5. The following additional matters are hereby determined and stated:

(a) The buildings described above are class "A" buildings, as defined in Section 11.00a11(a) of the Law.

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

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

Section 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.

Section 10. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced project. Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution each constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(1), (2) and (31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to such projects.

Section 11. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 4 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2 and 3 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 12. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (1) (a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (2) such obligations are authorized in violation of the provisions of the constitution.

Section 13. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full (or a summary as permitted by the Law), together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

On long roll call vote the following members voted in favor: Burgdorf, Clay, Cleary, Collins, Commisso, Cunningham, Drake, Efekoro, Ethier, Feeney, Grimm, A.

*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 #	2025-2881
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Thursday, March 27, 2025
Contact Person	Stover, Thomas
Contact Phone	+1 5184473020
Vendor Info	Aucore Electric 46 Manand Road, Manands, NY 12204
Estimated Amount	\$99,000.00
Estimated Term	4/1/2025 to 3/31/2026
Scope of Services	Primary Emergency Electrical Repair services All terms of the current contract will remain in effect.
Budget Line Item	AA1620 - 44046 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

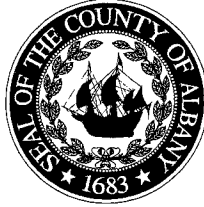
For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

March 27, 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 respectfully requests the approval of renewing the Labor Agreement with Aucore Electrical, Inc. as the primary vender for Emergency Electrical Repair services beginning June 1, 2025 through May 31, 2026 with a not to exceed total of \$99,000.00

At the end of this one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for one (1) additional year.

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

From: Gary AuClaire
To: Shea, Maureen
Subject: EXTERNAL Re: RFB-2024-044
Date: Tuesday, March 25, 2025 4:44:12 PM
Attachments: image001.png

Caution: This email originated from outside of Albany County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If this email appears suspicious, please submit it using the Phish Alert Button in Outlook.

Warning: Unusual sender <gary@aucoreelectric.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Maureen,

Yes we would like to renew our current contract.

On Tue, Mar 25, 2025 at 8:44 AM Shea, Maureen <Maureen.Shea@albanycountyny.gov> wrote:

Good morning Gary. I am reaching out to see if you would like to renew Contract #2024-1923 for Trade Labor Agreements, Primary Electric bid at the same rates. The bid allows for 2 one year renewals and this would be the first renewal period. The term would be June 1, 2025 through May 31, 2026. Please let me know. Thank you Gary.

Maureen Shea

Deputy Purchasing Agent

**Albany County Division of Purchasing
112 State Street, Room 1000**

**Albany, NY 12207
tel 518.447.7142**

fax 518.447.5588

maureen.shea@albanycountyny.gov

www.albanycounty.com



AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND AUCORE ELECTRICAL, LLC
FOR HOURLY RATE BASED ELECTRICAL CONSTRUCTION SERVICES

CONTRACT NO. 2024-1923

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and Aucore Electrical, LLC, a New York limited liability company, with a principal place of business located at 46 Menand Road, Menands, New York 12204 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 27, 2024 to provide electrical construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid electrical construction services as a primary contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, 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 RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the electrical construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

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

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

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 NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

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

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

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

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

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

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. 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 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

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

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

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

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of

work performed under this agreement, the Contractor shall not charge the County prevailing wages for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. 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 19. MODIFICATION

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

ARTICLE 20. 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 21. HEADINGS – CONSTRUCTION

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due

to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. 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 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor 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. The Contractor 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. The Contractor 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. The Contractor 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 the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

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

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

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

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

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

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

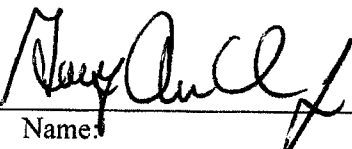
COUNTY OF ALBANY

DATED: 8/5/24

BY: 
Daniel P. McCoy
County Executive
or
Michael P. McLaughlin
Deputy County Executive

AUCORE ELECTRICAL, LLC

DATED: JULY 10th 20204

BY: 
Name:
OWNER
Title:

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

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

NOTARY PUBLIC

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

On the 31st day of August, 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
EUGENIA K. CONDON
Notary Public, State of New York
Registration No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

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

On the 10th day of JULY, 2024, before me, the undersigned, personally appeared GARY AUGARE JR personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

Suzanne T Furlong
Notary Public, State of New York
Reg. No 4945953
Qualified in Albany County
Commission Expires January 27, 2027

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Albany County Request for Contract Approval

Contract #	2025-2882
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Thursday, March 27, 2025
Contact Person	Stover, Thomas
Contact Phone	+1 5184473020
Vendor Info	CPS of Albany, Inc. 77 Central Avenue, Albany, NY 12206
Estimated Amount	\$99,000.00
Estimated Term	6/1/2025 to 5/31/2026
Scope of Services	Primary Emergency General Construction services.
Budget Line Item	AA1620 - 44046 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

March 27, 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 respectfully requests the approval of renewing the Labor Agreement with CPS of Albany, Inc. as the primary vender for Emergency General Construction services beginning June 1, 2025 through May 31, 2026 with a not to exceed total of \$99,000.00

At the end of this one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for one (1) additional year.

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

From: [Peter Hitchcock](#)
To: [Shea, Maureen](#)
Subject: EXTERNAL Re: RFB-2024-044
Date: Tuesday, March 25, 2025 9:17:19 AM

Caution: This email originated from outside of Albany County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If this email appears suspicious, please submit it using the Phish Alert Button in Outlook.

Warning: Unusual sender <pjhpage@gmail.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Yes, please, thank you
Sent from my iPhone

On Mar 25, 2025, at 8:49 AM, Shea, Maureen
<Maureen.Shea@albanycountyny.gov> wrote:

Good morning Peter. I am reaching out to see if you would like to renew the 3 contracts for RFB-2024-044 for Trade Labor Agreements, Primary General Construction, Primary Painting and Primary Masonry bids at the same rates. The bid allows for 2 one year renewals and this would be the first renewal period. The term would be June 1, 2025 through May 31, 2026. Please let me know. Thank you Peter.

Maureen Shea
Deputy Purchasing Agent
Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207
tel 518.447.7142
fax 518.447.5588
maureen.shea@albanycountyny.gov
www.albanycounty.com

<image001.png>

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

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND CPS OF ALBANY, INC.
FOR HOURLY RATE BASED GENERAL CONSTRUCTION SERVICES

CONTRACT NO. 2024-1924

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and CPS of Albany, Inc., a New York corporation, with a principal place of business located at 77 Central Avenue, Albany, New York 10065 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide general construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid general construction services as a primary contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, 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 RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the masonry construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

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

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

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 NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

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

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

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

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

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

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

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

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

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

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

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

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed **under this agreement**, the Contractor shall not charge the County prevailing wages

for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. 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 19. MODIFICATION

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

ARTICLE 20. 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 21. HEADINGS – CONSTRUCTION

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or **unrest by workmen employed by the Contractor or by any of the trades working**

in or about the public works and/or premises where the work is being performed.

ARTICLE 24. 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 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor 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. The Contractor 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. The Contractor 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. The Contractor 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 the Contractor's own liability.

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

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

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

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

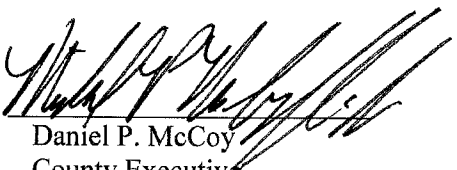
26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the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

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

COUNTY OF ALBANY

DATED: 7/18/24

BY:


Daniel P. McCoy
County Executive

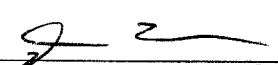
or

Michael P. McLaughlin
Deputy County Executive

CPS OF ALBANY, INC.

DATED: 07/10/2024

BY:


Name: James M. Miller

CPS of Albany Inc
Title: Senior Safety Manager

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

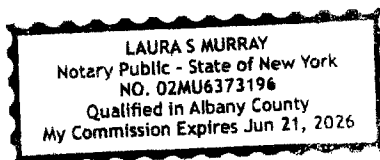
STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 18th day of July, 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
EUGENIA K. CONDON
Notary Public, State of New York
Registration No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2024

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

On the 10th day of July, 2024, before me, the undersigned, personally appeared James W Mikula personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

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

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Albany County Request for Contract Approval

Contract #	2025-2883
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Thursday, March 27, 2025
Contact Person	Stover, Thomas
Contact Phone	+1 5184473020
Vendor Info	CPS of Albany, Inc. 77 Central Avenue, Albany, NY 12206
Estimated Amount	\$99,000.00
Estimated Term	6/1/2025 to 5/31/2026
Scope of Services	Primary Emergency Painting services
Budget Line Item	AA1620 - 44046 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

March 27, 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 respectfully requests the approval of renewing the Labor Agreement with CPS of Albany, Inc. as the primary vendor for Emergency Painting services beginning June 1, 2025 through May 31, 2026 with a not to exceed total of \$99,000.00

At the end of this one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for one (1) additional year.

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

From: [Peter Hitchcock](#)
To: [Shea, Maureen](#)
Subject: EXTERNAL Re: RFB-2024-044
Date: Tuesday, March 25, 2025 9:17:19 AM

Caution: This email originated from outside of Albany County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If this email appears suspicious, please submit it using the Phish Alert Button in Outlook.

Warning: Unusual sender <pjhpage@gmail.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Yes, please, thank you
Sent from my iPhone

On Mar 25, 2025, at 8:49 AM, Shea, Maureen
<Maureen.Shea@albanycountyny.gov> wrote:

Good morning Peter. I am reaching out to see if you would like to renew the 3 contracts for RFB-2024-044 for Trade Labor Agreements, Primary General Construction, Primary Painting and Primary Masonry bids at the same rates. The bid allows for 2 one year renewals and this would be the first renewal period. The term would be June 1, 2025 through May 31, 2026. Please let me know. Thank you Peter.

Maureen Shea
Deputy Purchasing Agent
Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207
tel 518.447.7142
fax 518.447.5588
maureen.shea@albanycountyny.gov
www.albanycounty.com

<image001.png>

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

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND CPS OF ALBANY, INC.
FOR HOURLY RATE BASED PAINTING CONSTRUCTION SERVICES

CONTRACT NO. 2024-1925

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and CPS of Albany, Inc., a New York corporation, with a principal place of business located at 77 Central Avenue, Albany, New York 10065 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide painting construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid painting construction services as a primary contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, 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 RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the painting construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

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

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

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 NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

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

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

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

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

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

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. 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 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

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

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

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

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of

work performed under this agreement, the Contractor shall not charge the County prevailing wages for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. 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 19. MODIFICATION

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

ARTICLE 20. 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 21. HEADINGS – CONSTRUCTION

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which **will or may result in the interruption of the performance of the public work due**

to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. 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 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor 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. The Contractor 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. The Contractor 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. The Contractor 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 the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

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

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

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

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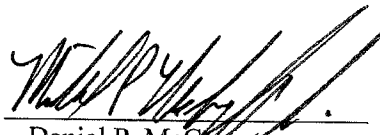
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 7/18/24

BY:

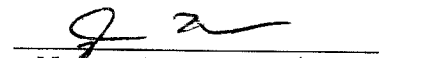


Daniel P. McCarty
County Executive
or
Michael P. McLaughlin
Deputy County Executive

CPS OF ALBANY, INC.

DATED: 07/10/2024

BY:



Name: James Michael
CPS OF ALBANY, INC
Title: Senior Safety Manager

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 18th day of July, 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
EUGENIA K. CONDON
Notary Public, State of New York
Registration No: 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

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

On the 10th day of July, 2024, before me, the undersigned, personally appeared James W. Mikula personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

LAURA S MURRAY
Notary Public - State of New York
NO. 02MU6373196
Qualified in Albany County
My Commission Expires Jun 21, 2026

Laura S Murray
NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

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

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Albany County Request for Contract Approval

Contract #	2025-2884
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Thursday, March 27, 2025
Contact Person	Stover, Thomas
Contact Phone	+1 5184473020
Vendor Info	CPS of Albany, Inc. 77 Central Avenue, Albany, NY 12206
Estimated Amount	\$99,000.00
Estimated Term	6/1/2025 to 5/31/2026
Scope of Services	Primary Emergency Masonry services
Budget Line Item	AA1620 - 44046 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

March 27, 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 respectfully requests the approval of renewing the Labor Agreement with CPS of Albany, Inc. as the primary vender for Emergency Masonry Repair services beginning June 1, 2025 through May 31, 2026 with a not to exceed total of \$99,000.00

At the end of this one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for one (1) additional year.

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

From: Peter Hitchcock
To: Shea, Maureen
Subject: EXTERNAL Re: RFB-2024-044
Date: Tuesday, March 25, 2025 9:17:19 AM

Caution: This email originated from outside of Albany County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If this email appears suspicious, please submit it using the Phish Alert Button in Outlook.

Warning: Unusual sender <pjhpave@gmail.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Yes, please, thank you
Sent from my iPhone

On Mar 25, 2025, at 8:49 AM, Shea, Maureen
<Maureen.Shea@albanycountyny.gov> wrote:

Good morning Peter. I am reaching out to see if you would like to renew the 3 contracts for RFB-2024-044 for Trade Labor Agreements, Primary General Construction, Primary Painting and Primary Masonry bids at the same rates. The bid allows for 2 one year renewals and this would be the first renewal period. The term would be June 1, 2025 through May 31, 2026. Please let me know. Thank you Peter.

Maureen Shea
Deputy Purchasing Agent
Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207
tel 518.447.7142
fax 518.447.5588
maureen.shea@albanycountyny.gov
www.albanycounty.com

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

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND CPS OF ALBANY, INC.
FOR HOURLY RATE BASED MASONRY CONSTRUCTION SERVICES

CONTRACT NO. 2024-1926

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and CPS of Albany, Inc., a New York corporation, with a principal place of business located at 77 Central Avenue, Albany, New York 10065 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide masonry construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid masonry construction services as a primary contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, 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 RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the masonry construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

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

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

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 NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

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

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

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

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

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

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

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

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

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

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

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

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages

for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. 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 19. MODIFICATION

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

ARTICLE 20. 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 21. HEADINGS – CONSTRUCTION

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

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

in or about the public works and/or premises where the work is being performed.

ARTICLE 24. 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 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor 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. The Contractor 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. The Contractor 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. The Contractor 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 the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

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

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

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

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

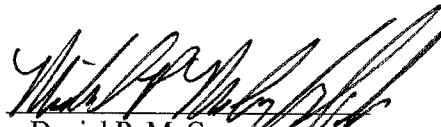
26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the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

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

COUNTY OF ALBANY

DATED: 7/18/24

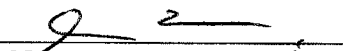
BY:


Daniel P. McCoy
County Executive
or
Michael P. McLaughlin
Deputy County Executive

CPS OF ALBANY, INC.

DATED: 07/10/2024

BY:


Name: James M. Miller

CPS of Albany, Inc
Title: Senior Safety Manager

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

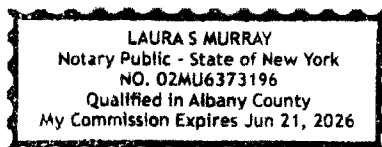
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NOTARY PUBLIC
EUGENIA K. CONDON
Notary Public, State of New York
Registration No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

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NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Albany County Request for Contract Approval

Contract #	2025-2885
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Thursday, March 27, 2025
Contact Person	Stover, Thomas
Contact Phone	+1 5184473020
Vendor Info	Collett Mechanical Services, Inc. 138 Sicker Road, Latham, NY 12110
Estimated Amount	\$99,000.00
Estimated Term	6/1/2025 to 5/31/2026
Scope of Services	Primary Emergency Plumbing Services.
Budget Line Item	AA1620 - 44046 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

March 27, 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 respectfully requests the approval of renewing the Labor Agreement with Collett Mechanical Services, Inc. as the primary vendor for Emergency Plumbing Repair services beginning June 1, 2025 through May 31, 2026 with a not to exceed total of \$99,000.00

At the end of this one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for one (1) additional year.

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

From: Joe Collier
To: Shea, Maureen
Subject: EXTERNAL RE: RFB-2024-044
Date: Tuesday, March 25, 2025 4:37:46 PM
Attachments: [image002.png](#)
[image003.png](#)

Caution: This email originated from outside of Albany County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If this email appears suspicious, please submit it using the Phish Alert Button in Outlook.

Warning: Unusual sender <joe@collettmechanical.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Maureen

I would absolutely like to renew the contracts Thank You

Thank you,

Joe Collier

Executive Vice President



Collett Mechanical, Inc.
Collett Mechanical Service, Inc.
138 Sicker Rd
Latham, NY 12110
P - (518)862-2214 ext. 1236
F - (518)862-2217
C - (518)857-6762
joe@collettmechanical.com
www.collettmechanical.com
Collett Commercial

From: Shea, Maureen <Maureen.Shea@albanycountyny.gov>
Sent: Tuesday, March 25, 2025 8:55 AM
To: Joe Collier <Joe@collettmechanical.com>
Subject: RFB-2024-044
Importance: High

Good morning Joe. I am reaching out to see if you would like to renew the contracts for Trade Labor Agreements, Primary Plumbing and Primary HVAC bids at the same rates. The bid allows for 2 one year renewals and this would be the first renewal period. The term would be June 1, 2025 through May 31, 2026. Please let me know. Thank you Joe.

Maureen Shea

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND COLLETT MECHANICAL SERVICES, INC.
FOR HOURLY RATE BASED PLUMBING CONSTRUCTION SERVICES

CONTRACT NO. 2024-1928

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and Collett Mechanical Services, Inc., a New York corporation, with a principal place of business located at 138 Sicker Road, Latham, New York 12110 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide plumbing construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid plumbing construction services as a primary contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, 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 RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the plumbing construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

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

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

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 NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

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

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

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

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

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

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. 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 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

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

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

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

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of

work performed under this agreement, the Contractor shall not charge the County prevailing wages for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. 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 19. MODIFICATION

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

ARTICLE 20. 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 21. HEADINGS – CONSTRUCTION

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due

to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. 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 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor 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. The Contractor 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. The Contractor 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. The Contractor 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 the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

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

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

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

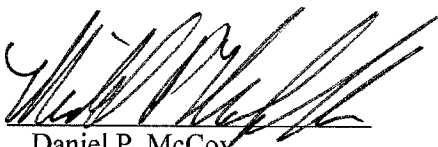
26.5 The County shall bear no responsibility other than that set forth in this Agreement.

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

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

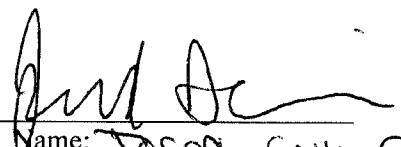
COUNTY OF ALBANY

DATED: 8/5/24

BY: 
Daniel P. McCoy
County Executive
or
Michael P. McLaughlin
Deputy County Executive

COLLETT MECHANICAL SERVICES, INC.

DATED: 07/22/2024

BY: 
Name: Joseph Collet

Title: _____

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

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

NOTARY PUBLIC

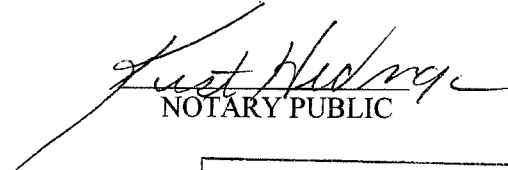
STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF New York
COUNTY OF Albany) SS.:

On the 22 day of July, 2024, before me, the undersigned, personally appeared Joseph Collier personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


NOTARY PUBLIC

Krista M. Heidinger
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HE6346645
Qualified in Albany County
Commission Expires Aug 15, 2024

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Albany County Request for Contract Approval

Contract #	2025-2886
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Thursday, March 27, 2025
Contact Person	Stover, Thomas
Contact Phone	+1 5184473020
Vendor Info	Collett Mechanical Services, Inc. 138 Sicker Road, Latham, NY 12110
Estimated Amount	\$99,000.00
Estimated Term	6/1/2025 to 5/31/2026
Scope of Services	Primary Emergency HVAC Repair Services.
Budget Line Item	AA1620 - 44046 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
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WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

March 27, 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 respectfully requests the approval of renewing the Labor Agreement with Collett Mechanical Services, Inc. as the primary vender for Emergency HVAC Repair services beginning June 1, 2025 through May 31, 2026 with a not to exceed total of \$99,000.00

At the end of this one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for one (1) additional year.

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

From: [Joe Collier](#)
To: [Shea, Maureen](#)
Subject: EXTERNAL RE: RFB-2024-044
Date: Tuesday, March 25, 2025 4:37:46 PM
Attachments: [image002.png](#)
[image003.png](#)

Caution: This email originated from outside of Albany County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If this email appears suspicious, please submit it using the Phish Alert Button in Outlook.

Warning: Unusual sender <joe@collettmechanical.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Maureen

I would absolutely like to renew the contracts Thank You

Thank you,

Joe Collier

Executive Vice President



Collett Mechanical, Inc.
Collett Mechanical Service, Inc.
138 Sicker Rd
Latham, NY 12110
P - (518)862-2214 ext. 1236
F - (518)862-2217
C - (518)857-6762
joe@collettmechanical.com
www.collettmechanical.com
Collett Commercial

From: Shea, Maureen <Maureen.Shea@albanycountyny.gov>
Sent: Tuesday, March 25, 2025 8:55 AM
To: Joe Collier <Joe@collettmechanical.com>
Subject: RFB-2024-044
Importance: High

Good morning Joe. I am reaching out to see if you would like to renew the contracts for Trade Labor Agreements, Primary Plumbing and Primary HVAC bids at the same rates. The bid allows for 2 one year renewals and this would be the first renewal period. The term would be June 1, 2025 through May 31, 2026. Please let me know. Thank you Joe.

Maureen Shea

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND COLLETT MECHANICAL SERVICES, INC.
FOR HOURLY RATE BASED HVAC CONSTRUCTION SERVICES

CONTRACT NO. 2024-1929

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and Collett Mechanical Services, Inc., a New York corporation, with a principal place of business located at 138 Sicker Road, Latham, New York 12110 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide HVAC construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid HVAC construction services as a primary contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, 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 RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the HVAC construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

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

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

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 NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

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

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

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

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

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

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. 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 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

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

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

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

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of

work performed under this agreement, the Contractor shall not charge the County prevailing wages for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. 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 19. MODIFICATION

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

ARTICLE 20. 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 21. HEADINGS – CONSTRUCTION

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due

to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. 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 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor 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. The Contractor 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. The Contractor 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. The Contractor 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 the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

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

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

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

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

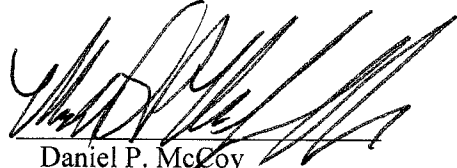
26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the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

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

COUNTY OF ALBANY

DATED: 8/15/24

BY:



Daniel P. McCoy
County Executive

or

Michael P. McLaughlin
Deputy County Executive

COLLETT MECHANICAL SERVICES, INC.

DATED: _____

BY:



Name: Joseph Collier

VP

Title: _____

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

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

NOTARY PUBLIC

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

On the 24 day of August, 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

EUGENIA K. CONDON
Notary Public, State of New York
Registration No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2024

STATE OF New York
COUNTY OF Albany) SS.:

On the 22 day of July, 2024, before me, the undersigned, personally appeared Joseph Billie personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

Krista M. Heidinger
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HE6346645
Qualified in Albany County
Commission Expires Aug 15, 2024

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Albany County Request for Contract Approval

Contract #	2025-2887
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Thursday, March 27, 2025
Contact Person	Stover, Thomas
Contact Phone	+1 5184473020
Vendor Info	BPI Mechanical Service 95 Hudson River Road, Waverford, NY 12188
Estimated Amount	\$99,000.00
Estimated Term	6/1/2025 to 5/31/2026
Scope of Services	Primary Emergency Boiler Repair Services
Budget Line Item	AA1620 - 44046 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

March 27, 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
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Honorable Bruce A. Hidley
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Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

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

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At the end of this one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for one (1) additional year.

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

From: [Dan Keating](#)
To: [Shea, Maureen](#)
Subject: EXTERNAL RE: RFB-2024-044
Date: Tuesday, March 25, 2025 10:40:43 AM
Attachments: [image001.png](#)

Caution: This email originated from outside of Albany County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If this email appears suspicious, please submit it using the Phish Alert Button in Outlook.

Warning: Unusual sender <dank@bpimechanicalservice.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Absolutely.

Send over any paperwork and Ill sign and return right away

From: Shea, Maureen <Maureen.Shea@albanycountyny.gov>
Sent: Tuesday, March 25, 2025 8:57 AM
To: Dan Keating <dank@BPIMechanicalService.com>
Subject: RFB-2024-044
Importance: High

Good morning Dan. I am reaching out to see if you would like to renew the contracts for Trade Labor Agreements, Primary Boiler, Secondary Plumbing and Secondary HVAC bids at the same rates. The bid allows for 2 one year renewals and this would be the first renewal period. The term would be June 1, 2025 through May 31, 2026. Please let me know. Thank you Dan.

Maureen Shea
Deputy Purchasing Agent
Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207
tel 518.447.7142
fax 518.447.5588
maureen.shea@albanycountyny.gov
www.albanycounty.com



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AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND BPI MECHANICAL SERVICES, INC.
FOR HOURLY RATE BASED BOILER REPAIR CONSTRUCTION SERVICES

CONTRACT NO. 2024-1930

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and BPI Mechanical Services, Inc., a New York corporation, with a principal place of business located at 95 Hudson River road, Waterford, New York 12188 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide boiler repair construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid boiler repair construction services as a primary contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, 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 RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the boiler repair construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

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

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

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 NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

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

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

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

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

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

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

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

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

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

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

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

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages

for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. 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 19. MODIFICATION

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

ARTICLE 20. 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 21. HEADINGS – CONSTRUCTION

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or **unrest by workmen employed by the Contractor or by any of the trades working**

in or about the public works and/or premises where the work is being performed.

ARTICLE 24. 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 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor 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. The Contractor 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. The Contractor 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. The Contractor 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 the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

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

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

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

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

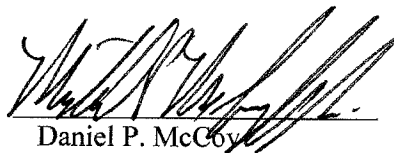
26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the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

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

COUNTY OF ALBANY

DATED: 7/23/24

BY:



Daniel P. McCoy
County Executive

or

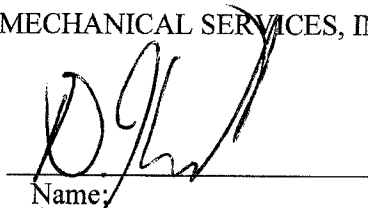
Michael P. McLaughlin
Deputy County Executive

BPI MECHANICAL SERVICES, INC.

DATED:

7/10/24

BY:



Name:

PRES.

Title:

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

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

NOTARY PUBLIC

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

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

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

On the 10th day of July, 2024, before me, the undersigned, personally appeared Daniel Keating personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

JACLYN DAISY CORNELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CO6371051
Qualified in Albany County
My Commission Expires 02-20-2026

NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

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

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Albany County Request for Contract Approval

Contract #	2025-2888
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Thursday, March 27, 2025
Contact Person	Stover, Thomas
Contact Phone	+1 5184473020
Vendor Info	Sam Greco Construction, Inc. 18 Industrial Park Road, Troy, NY 12180
Estimated Amount	\$99,000.00
Estimated Term	6/1/2025 to 5/31/2026
Scope of Services	Secondary Emergency General Construction Services.
Budget Line Item	AA1620 - 4046 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

March 27, 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 respectfully requests the approval of renewing the Labor Agreement with Sam Greco Construction, Inc. as the secondary vendor for Emergency General Construction services beginning June 1, 2025 through May 31, 2026 with a not to exceed total of \$99,000.00

At the end of this one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for one (1) additional year.

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

From: Sam 3rd Greco
To: Shea, Maureen; Barb Darpino
Subject: EXTERNAL Re: RFB-2024-044
Date: Wednesday, March 26, 2025 2:48:01 PM
Attachments: image001.png

Caution: This email originated from outside of Albany County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If this email appears suspicious, please submit it using the Phish Alert Button in Outlook.

Warning: Unusual sender <sgreco@grecoconstruction.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hi Maureen,

Please renew Contract #2024-1932 for Trade Labor Agreements, Secondary General Construction bid, as is, for the upcoming year. I look forward to working with Albany County in the future.

Also, I wish you a marvelous retirement! Enjoy!

Kind regards,

Sam Greco III
President

Sam Greco Construction Inc.
18 Industrial Park RD.
Troy N.Y. 12180
Phone: 518-465-1155 Ex 21
Cell: 518-857-6527
Fax: 518-465-3927

www.GrecoConstruction.com

BUILDING RELATIONSHIPS

On Wed, Mar 26, 2025 at 2:39 PM Shea, Maureen <Maureen.Shea@albanycountyny.gov> wrote:

Good afternoon Sam. I am reaching out to see if you would like to renew Contract #2024-1932 for Trade Labor Agreements, Secondary General Construction bid at the same rates. The bid allows for 2-one year renewals and this would be the first renewal period. The term

would be June 1, 2025 through May 31, 2026. Please let me know. Thank you Sam.

Maureen Shea

Deputy Purchasing Agent

**Albany County Division of Purchasing
112 State Street, Room 1000**

**Albany, NY 12207
tel 518.447.7142**

fax 518.447.5588

maureen.shea@albanycountyny.gov

www.albanycounty.com



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AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND SAM GRECO CONSTRUCTION, INC.
FOR HOURLY RATE BASED GENERAL CONSTRUCTION SERVICES

CONTRACT NO. 2024-1932

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and Sam Greco Construction, Inc., a New York corporation, with a principal place of business located at 18 Industrial Park Road, Troy, New York 12180 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide general construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid general construction services as a secondary contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, 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 RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the general construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

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

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

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 NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

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

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

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

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

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

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

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

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

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

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

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

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages

for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. 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 19. MODIFICATION

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

ARTICLE 20. 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 21. HEADINGS – CONSTRUCTION

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or **unrest by workmen employed by the Contractor or by any of the trades working**

in or about the public works and/or premises where the work is being performed.

ARTICLE 24. 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 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor 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. The Contractor 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. The Contractor 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. The Contractor 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 the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

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

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

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

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

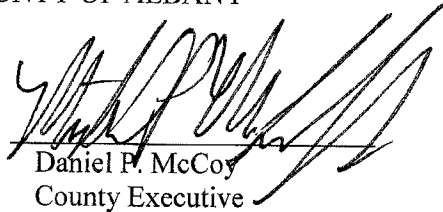
26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the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

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

COUNTY OF ALBANY

DATED: 8/9/24

BY:


Daniel P. McCoy
County Executive

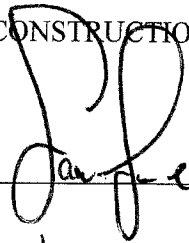
or

Michael P. McLaughlin
Deputy County Executive

SAM GRECO CONSTRUCTION, INC.

DATED: 7/24/24

BY:


Name:

President
Title:

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

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

NOTARY PUBLIC

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

On the 9th day of August, 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
EUGENIA R. CONDON
Notary Public, State of New York
Registration No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2025

STATE OF New York)
COUNTY OF Rensselaer SS.:

On the 24th day of July, 2024, before me, the undersigned, personally appeared Sam Greco III personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC
Amy L. Doyle

AMY L. DOYLE
NOTARY PUBLIC, STATE OF NEW YORK
01DO0005051
Qualified in Albany County
Commission Expires April 4th 2027

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Albany County Request for Contract Approval

Contract #	2025-2889
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Thursday, March 27, 2025
Contact Person	Stover, Thomas
Contact Phone	+1 5184473020
Vendor Info	Eckert Mechanical, LLC 1062 Central Ave, Albany, NY 12205
Estimated Amount	\$99,000.00
Estimated Term	6/1/2025 to 5/31/2026
Scope of Services	Secondary Emergency Boiler Repair Services.
Budget Line Item	AA1620 - 44046 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCCLAUGHLIN
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

March 27, 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 respectfully requests the approval of renewing the Labor Agreement with Eckert Mechanical, LLC. as the secondary vendor for Emergency Boiler Repair services beginning June 1, 2025 through May 31, 2026 with a not to exceed total of \$99,000.00

At the end of this one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for one (1) additional year.

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

From: [Russell Lincoln](#)
To: [Shea, Maureen](#)
Subject: EXTERNAL RE: RFB-2024-044
Date: Tuesday, March 25, 2025 9:29:13 AM
Attachments: [image001.png](#)

Caution: This email originated from outside of Albany County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If this email appears suspicious, please submit it using the Phish Alert Button in Outlook.

External sender <rlincoln@eckertmechanical.com>
Make sure you trust this sender before taking any actions.

Maureen,

Yes we would be acceptable to this thank you.

Sincerely,
Russell Lincoln
President
ECKERT Mechanical LLC.
49 Sicker Road
Latham, N.Y. 12110
rlincoln@eckertmechanical.com
Phone: 518-459-4116 EXT. 244
Fax: 518-459-1208
Cell: 518-937-4282
www.eckertmechanical.com

All Purchase orders subject to general terms and conditions

From: Shea, Maureen <Maureen.Shea@albanycountyny.gov>
Sent: Tuesday, March 25, 2025 9:03 AM
To: Russell Lincoln <RLincoln@eckertmechanical.com>
Subject: RFB-2024-044
Importance: High

Good morning Russell. I am reaching out to see if you would like to renew Contract #2024-1933 for Trade Labor Agreements, Secondary Boiler bid at the same rates. The bid allows for 2 one year renewals and this would be the first renewal period. The term would be June 1, 2025 through May 31, 2026. Please let me know. Thank you Russell.

Maureen Shea
Deputy Purchasing Agent
Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207
tel 518.447.7142

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND ECKERT MECHANICAL, LLC
FOR HOURLY RATE BASED BOILER REPAIR CONSTRUCTION SERVICES

CONTRACT NO. 2024-1933

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and Eckert Mechanical, LLC, a registered New York limited liability company, with a principal place of business located at 1062 Central Avenue, Albany, New York 12205 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide boiler repair construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid boiler repair construction services as a secondary contractor; 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:

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1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, 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 RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the boiler repair construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

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

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

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 NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

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

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

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

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

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

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

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

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

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

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

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

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages

for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. 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 19. MODIFICATION

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

ARTICLE 20. 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 21. HEADINGS – CONSTRUCTION

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

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

in or about the public works and/or premises where the work is being performed.

ARTICLE 24. 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 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor 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. The Contractor 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. The Contractor 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. The Contractor 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 the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

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

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

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

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

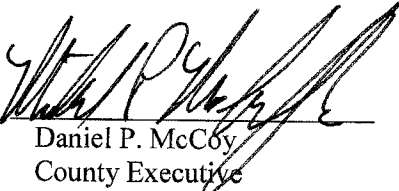
26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the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

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

COUNTY OF ALBANY

DATED: 7/15/24

BY:


Daniel P. McCoy
County Executive

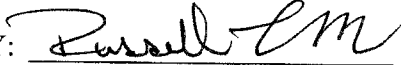
or

Michael P. McLaughlin
Deputy County Executive

ECKERT MECHANICAL LLC

DATED: 7/19/2024

BY:


Name: Russell Lincoln

President

Title:

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

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

NOTARY PUBLIC

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

On the 10 day of July, 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.

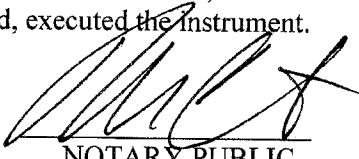


NOTARY PUBLIC

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

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

On the 9 day of July, 2024, before me, the undersigned, personally appeared Russell Lincoln personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC

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

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Albany County Request for Contract Approval

Contract #	2025-2890
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Thursday, March 27, 2025
Contact Person	Stover, Thomas
Contact Phone	+1 5184473020
Vendor Info	BPI Mechanical, Inc. 95 Hudson River Road, Waterford, NY 12188
Estimated Amount	\$99,000.00
Estimated Term	6/1/2025 to 5/31/2026
Scope of Services	Secondary Emergency Plumbing Services.
Budget Line Item	AA1620 - 44046 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

March 27, 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 respectfully requests the approval of renewing the Labor Agreement with BPI Mechanical Services, Inc. as the secondary vender for Emergency Plumbing Repair services beginning June 1, 2025 through May 31, 2026 with a not to exceed total of \$99,000.00

At the end of this one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for one (1) additional year.

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

From: [Dan Keating](#)
To: [Shea, Maureen](#)
Subject: EXTERNAL RE: RFB-2024-044
Date: Tuesday, March 25, 2025 10:40:43 AM
Attachments: [image001.png](#)

Caution: This email originated from outside of Albany County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If this email appears suspicious, please submit it using the Phish Alert Button in Outlook.

Warning: Unusual sender <dank@bpimechanicalservice.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Absolutely.

Send over any paperwork and Ill sign and return right away

From: Shea, Maureen <Maureen.Shea@albanycountyny.gov>
Sent: Tuesday, March 25, 2025 8:57 AM
To: Dan Keating <dank@BPIMechanicalService.com>
Subject: RFB-2024-044
Importance: High

Good morning Dan. I am reaching out to see if you would like to renew the contracts for Trade Labor Agreements, Primary Boiler, Secondary Plumbing and Secondary HVAC bids at the same rates. The bid allows for 2 one year renewals and this would be the first renewal period. The term would be June 1, 2025 through May 31, 2026. Please let me know. Thank you Dan.

Maureen Shea
Deputy Purchasing Agent
Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207
tel 518.447.7142
fax 518.447.5588
maureen.shea@albanycountyny.gov
www.albanycounty.com



Confidentiality Notice: This fax/e-mail transmission, with accompanying records, is intended only for the use of the individual or entity to which it is addressed and may contain confidential and/or privileged information belonging to the sender, including individually identifiable health information subject to the privacy and security provisions of HIPAA. This information may be protected by pertinent privilege(s), e.g., attorney-client, doctor-patient, HIPAA etc., which will be enforced to the fullest extent of the law. If you are not the intended recipient, you are hereby notified that any

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND BPI MECHANICAL SERVICES, INC.
FOR HOURLY RATE BASED PLUMBING CONSTRUCTION SERVICES

CONTRACT NO. 2024-1934

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and BPI Mechanical Services, Inc., a New York corporation, with a principal place of business located at 95 Hudson River Road, Waterford, New York 12188 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide plumbing construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid plumbing construction services as a secondary contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, 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 RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the plumbing construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, **said interpretation being final and binding upon the Contractor;** and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

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

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

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 NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

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

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

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

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

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

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

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

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

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

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

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

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages

for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. 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 19. MODIFICATION

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

ARTICLE 20. 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 21. HEADINGS – CONSTRUCTION

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

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

in or about the public works and/or premises where the work is being performed.

ARTICLE 24. 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 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor 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. The Contractor 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. The Contractor 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. The Contractor 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 the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

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

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

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

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

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

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

COUNTY OF ALBANY

DATED: 7/25/24

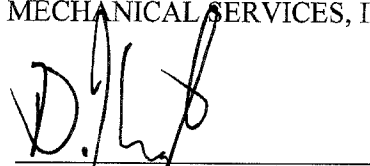
BY:


Daniel P. McCoy
County Executive
or
Michael P. McLaughlin
Deputy County Executive

BPI MECHANICAL SERVICES, INC.

DATED: 7/15/24

BY:


Name:
PRESIDENT
Title:

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

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

NOTARY PUBLIC

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

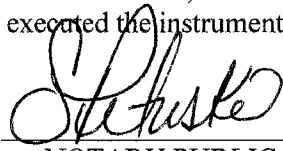
On the ____ day of _____, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 16th day of July, 2024, before me, the undersigned, personally appeared Daniel Keating personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

SERANIE V. PETUSKE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE6445404
Qualified in Saratoga County
My Commission Expires 12-19-2026



NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Albany County Request for Contract Approval

Contract #	2025-2891
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Thursday, March 27, 2025
Contact Person	Stover, Thomas
Contact Phone	+1 5184473020
Vendor Info	BPI Mechanical, Inc. 95 Hudson River Road, Waterford, NY 12188
Estimated Amount	\$99,000.00
Estimated Term	6/1/2025 to 5/31/2026
Scope of Services	Secondary Emergency HVAC Repair Services.
Budget Line Item	AA1620 - 44046 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

March 27, 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 respectfully requests the approval of renewing the Labor Agreement with BPI Mechanical Services, Inc. as the secondary vender for Emergency HVAC Repair services beginning June 1, 2025 through May 31, 2026 with a not to exceed total of \$99,000.00

At the end of this one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for one (1) additional year.

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

From: [Dan Keating](#)
To: [Shea, Maureen](#)
Subject: EXTERNAL RE: RFB-2024-044
Date: Tuesday, March 25, 2025 10:40:43 AM
Attachments: [image001.png](#)

Caution: This email originated from outside of Albany County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If this email appears suspicious, please submit it using the Phish Alert Button in Outlook.

Warning: Unusual sender <dank@bpimechanicalservice.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Absolutely.

Send over any paperwork and Ill sign and return right away

From: Shea, Maureen <Maureen.Shea@albanycountyny.gov>
Sent: Tuesday, March 25, 2025 8:57 AM
To: Dan Keating <dank@BPIMechanicalService.com>
Subject: RFB-2024-044
Importance: High

Good morning Dan. I am reaching out to see if you would like to renew the contracts for Trade Labor Agreements, Primary Boiler, Secondary Plumbing and Secondary HVAC bids at the same rates. The bid allows for 2 one year renewals and this would be the first renewal period. The term would be June 1, 2025 through May 31, 2026. Please let me know. Thank you Dan.

Maureen Shea
Deputy Purchasing Agent
Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207
tel 518.447.7142
fax 518.447.5588
maureen.shea@albanycountyny.gov
www.albanycounty.com



Confidentiality Notice: This fax/e-mail transmission, with accompanying records, is intended only for the use of the individual or entity to which it is addressed and may contain confidential and/or privileged information belonging to the sender, including individually identifiable health information subject to the privacy and security provisions of HIPAA. This information may be protected by pertinent privilege(s), e.g., attorney-client, doctor-patient, HIPAA etc., which will be enforced to the fullest extent of the law. If you are not the intended recipient, you are hereby notified that any

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND BPI MECHANICAL SERVICES, INC.
FOR HOURLY RATE BASED HVAC CONSTRUCTION SERVICES

CONTRACT NO. 2024-1935

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and BPI Mechanical Services, Inc., a New York corporation, with a principal place of business located at 95 Hudson River road, Waterford, New York 12188 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide HVAC construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid HVAC construction services as a secondary contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, 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 RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the HVAC construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, **said interpretation being final and binding upon the Contractor;** and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

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

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

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 NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

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

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

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

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

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

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

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

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

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

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

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

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages

for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. 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 19. MODIFICATION

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

ARTICLE 20. 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 21. HEADINGS – CONSTRUCTION

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or **unrest by workmen employed by the Contractor or by any of the trades working**

in or about the public works and/or premises where the work is being performed.

ARTICLE 24. 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 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor 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. The Contractor 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. The Contractor 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. The Contractor 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 the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

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

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

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

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

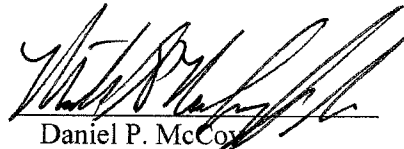
26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the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

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

COUNTY OF ALBANY

DATED: 7/25/24

BY:



Daniel P. McCoy
County Executive

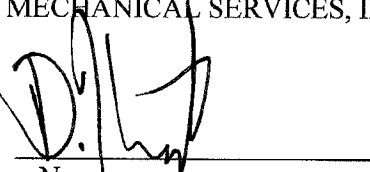
or

Michael P. McLaughlin
Deputy County Executive

BPI MECHANICAL SERVICES, INC.

DATED: 7/16/24

BY:



Name:

PRESIDENT

Title:

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

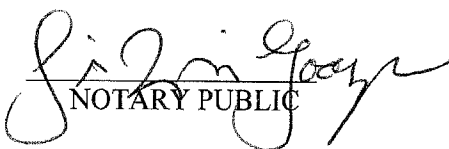
On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his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

NOTARY PUBLIC

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

On the 25 day of July, 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.

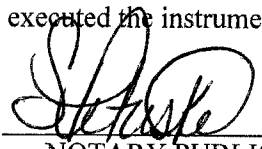
SIA ZOIS GOOGAS
Notary Public, State of New York
No. 02GO6311455
Qualified in Albany County
Commission Expires Sept. 15, 2026


NOTARY PUBLIC

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

On the 16th day of July, 2024, before me, the undersigned, personally appeared Daniel Keating personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

SERANIE V. PETUSKE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE6445404
Qualified in Saratoga County
My Commission Expires 12-19-2026


NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Albany County Request for Contract Approval

Contract #	2025-2892
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Thursday, March 27, 2025
Contact Person	Stover, Thomas
Contact Phone	+1 5184473020
Vendor Info	DeBrino Caulking Associates, Inc. 1304 RTE 9, Castleton, NY 12033
Estimated Amount	\$99,000.00
Estimated Term	6/1/2025 to 5/31/2026
Scope of Services	Secondary Emergency Masonry Repair Services.
Budget Line Item	AA1620 - 44046 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

March 27, 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 respectfully requests the approval of renewing the Labor Agreement with DeBrino Caulking Associates, Inc. as the secondary vender for Emergency Masonry Repair services beginning June 1, 2025 through May 31, 2026 with a not to exceed total of \$99,000.00

At the end of this one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for one (1) additional year.

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

From: [Richard Farnan](#)
To: [Shea, Maureen](#)
Subject: EXTERNAL RE: RFB-2024-044
Date: Tuesday, March 25, 2025 1:55:05 PM
Attachments: [image001.png](#)

Caution: This email originated from outside of Albany County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If this email appears suspicious, please submit it using the Phish Alert Button in Outlook.

Warning: Unusual sender <rfarnan@debrino.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hello Maureen.

Yes we would like to renew contract #2024-1936.

Thank you in advance.

Thank you, Rich

From: Shea, Maureen <Maureen.Shea@albanycountyny.gov>
Sent: Tuesday, March 25, 2025 9:04 AM
To: Richard Farnan <rfarnan@debrino.com>
Subject: RFB-2024-044
Importance: High

CAUTION: This message was sent from outside Debrino Caulking. Please be sure you know the sender is legitimate before clicking any links. If you suspect this email is suspicious, please forward it to sysadmin@debrino.com and delete it immediately.

Good morning Richard. I am reaching out to see if you would like to renew Contract #2024-1936 for Trade Labor Agreements, Secondary Masonry bid at the same rates. The bid allows for 2 one year renewals and this would be the first renewal period. The term would be June 1, 2025 through May 31, 2026. Please let me know. Thank you Richard.

Maureen Shea
Deputy Purchasing Agent
Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207
tel 518.447.7142
fax 518.447.5588
maureen.shea@albanycountyny.gov
www.albanycounty.com

RECEIVED

JUL 10 2024

DeBRINO CAULKING ASSOC.

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND DEBRINO CAULKING ASSOCIATES, INC.
FOR HOURLY RATE BASED MASONRY CONSTRUCTION SERVICES

CONTRACT NO. 2024-1936

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and DeBrino Caulking Associates, Inc., a registered New York corporation, with a principal place of business located at 1304 Route 9, Castleton, New York 12033 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide masonry construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid masonry construction services as a secondary contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, 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 RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the masonry construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

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

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

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 NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

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

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

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

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

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

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

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

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

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

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

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

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages

for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. 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 19. MODIFICATION

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

ARTICLE 20. 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 21. HEADINGS – CONSTRUCTION

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

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

in or about the public works and/or premises where the work is being performed.

ARTICLE 24. 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 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor 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. The Contractor 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. The Contractor 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. The Contractor 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 the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

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

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

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

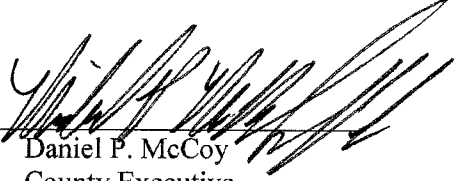
26.5 The County shall bear no responsibility other than that set forth in this Agreement.

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

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

COUNTY OF ALBANY

DATED: 7/18/24

BY: 

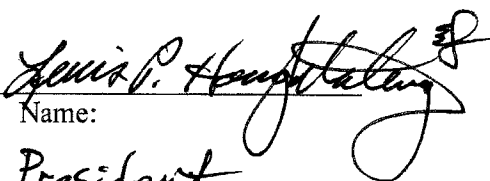
Daniel P. McCoy
County Executive

or

Michael P. McLaughlin
Deputy County Executive

DEBRINO CAULKING ASSOCIATES, INC.

DATED: 7/10/24

BY: 

Name:

President

Title:

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

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

NOTARY PUBLIC

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

On the 18th day of July, 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

EUGENIA K. CONDON
Notary Public, State of New York
Registration No: 02CO4589617
Qualified in Albany County
Commission Expires July 23, 2026

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

On the 10 day of July, 2024, before me, the undersigned, personally appeared Lewis P Houghtaling 3rd personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

MICHELLE L GRENON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GR6408787
Qualified in Rensselaer County
My Commission Expires 9/14/2024

SCHEDULE A
INSURANCE COVERAGE

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

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.
4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).