

Request for Contract Approval	
Contract #	2025-2980
Contract Type	CAB
Contract Action (New, Renewal, Amendment)	New
Procurement Type (Bid, RFP, Other)	Other
Department	MVP
Date submitted	07/09/25
Contact person	Bob Belber
Contact Phone	518-487-2008
Vendor	Schenectady Hardware & Electric
Estimated Amount	\$163,500.00
Estimated Term	09/01/25-08/31/28
Scope of Services	Renting Suite 18 @ MVP Arena
Budget Line Item	A27128-02451
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 Hidley
Albany County Clerk

Joanne Cunningham
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
MVP ARENA
51 SOUTH PEARL STREET
ALBANY, NEW YORK, 12207-2021
(518) 487-2000 - FAX (518) 487-2020
www.mvparena.com

ROBERT BELBER
GENERAL MANAGER

NATHAN SIMS
ASST GM & DIRECTOR
OF OPERATIONS

Date: April 29, 2025

Honorable Members of the Contract Administration Board
Chairwoman Joanne Cunningham
Albany County Clerk Bruce Hidley
Albany County Deputy Executive Michael McLaughlin
112 State Street, Rm. 1200
Albany, NY 12207

Dear CAB Members:

Re: REQUEST FOR APPROVAL OF RENEWAL LEASE FOR SUITE # 18 –
SCHENECTADY HARDWARE & ELECTRIC

Please see the Request for Legislative Action for the renewal of the Suite # 18 – Schenectady Hardware & Electric lease. The current lease expires on August 31, 2025. The new lease will be for a period/term of three years from September 1, 2025 through August 31, 2028.

The annual fees payable from the tenant equal - \$54,500.00. The total value of the lease over three years is - \$163,500.00.

The suite holder has paid a deposit in the amount of \$3,000 which will be applied towards the first year's payable rent.

Thank you for your approval of this lease.

Sincerely,

Robert Belber
General Manager



LETTER OF INTENT

BY

SCHENECTADY HARDWARE & ELECTRIC

FOR CORPORATE SUITE #18

The above-named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the MVP ARENA (hereafter the "MVP ARENA") and evidencing our support of this facility by this *Letter of Intent*.

This *Letter of Intent* demonstrates our intention to lease one of the MVP ARENA Private Corporate Suites, namely Suite #18 (hereafter the Suite). The cost to lease one of these suites will be FIFTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$54,500.00) per contract year for a three (3) year term. The lease term is September 1, 2025, to August 31, 2028. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Sixteen (16) passes will be provided at no charge for all Albany Firebirds arena football, Albany FireWolves lacrosse, and Siena College men's basketball home games. Sixteen (16) passes will also be provided for every ticketed event at the MVP ARENA in each contract year with the exception of the NCAA events. Suite tickets for NCAA championship events can be purchased by the Suite holder.

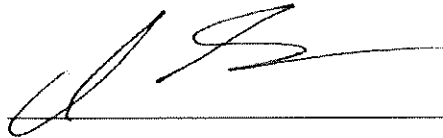
Furthermore, each SUITE holder will be entitled to purchase up to sixteen (16) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to eight (8) additional "outside" seats.

To further solidify this *Letter of Intent*, a non-refundable deposit of \$3,000.00 (THREE THOUSAND AND 00/100 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.



Letter of Intent
SCHENECTADY HARDWARE & ELECTRIC
Suite #18
Page 2

Date: 4-14-25

Signature: 

Name (Print): CHRIS SPRALACCHI

Title: PRESIDENT

SCHENECTADY HARDWARE & ELECTRIC CO., INC.

049406

MVP ARENA
51 S PEARL ST
ALBANY, NY 12207

Check: 49406
Date: 4/14/2025
Vendor: MVPARE

<u>Invoice</u>	<u>P.O. Num.</u>	<u>Invoice Amt</u>	<u>Prior Balance</u>	<u>Retention</u>	<u>Discount</u>	<u>Amt. Paid</u>
ARIV0000669		3,000.00	3,000.00	0.00	0.00	3,000.00
		3,000.00	3,000.00	0.00	0.00	3,000.00



SCHENECTADY HARDWARE
& ELECTRIC CO., INC.
P.O. BOX 338
SCHENECTADY, NY 12301



049406

DATE

AMOUNT

49406

PAY
TO THE
ORDER
OF

THE SUM OF THREE THOUSAND DOLLARS AND NO CENTS *****4/14/2025*****3,000.00*****

MVP ARENA
51 S PEARL ST
ALBANY, NY 12207

Christopher...
AUTHORIZED SIGNATURE

Security features. Details on back



⑈049406⑈ ⑆021303618⑆ ⑈7101373481⑈

RESOLUTION NO. 192

AUTHORIZING A LEASE AGREEMENT WITH SCHENECTADY
HARDWARE AND ELECTRIC REGARDING SUITE NO. 18 AT THE MVP
ARENA

Introduced: 6/13/22

By Public Works Committee:

WHEREAS, The General Manager of the MVP Arena has indicated that Schenectady Hardware and Electric has an interest to renew a lease agreement for Corporate Suite No. 18 at the MVP Arena in accordance with the terms and conditions approved by the County Attorney, and

WHEREAS, The Suite holder will be credited in the amount of \$4,250 for payments made during the months of April 2020 through April 2021 due to the closure of the MVP Arena caused by the COVID-19 pandemic, and

WHEREAS, Annual payments totaling \$51,000 are to be made as follows: a \$46,750 payment for year one, \$51,000 for year two, and \$51,000 for year three for a total amount of \$148,750, and

WHEREAS, The Suite holder will also be responsible for sales tax on tickets to sporting events and cable TV monthly charges as well as any catered food they purchase through Aramark at the MVP Arena, and

WHEREAS, The term of said agreement to lease Suite No. 18 shall be for three years commencing September 1, 2022 and ending on August 31, 2025, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a three-year lease agreement with Schenectady Hardware and Electric, Schenectady, NY 12305 to lease Corporate Suite No. 18 at the MVP Arena in the amount of \$148,750 for the term commencing September 1, 2022 and ending August 31, 2025, and, be it further

RESOLVED, That the County Attorney is authorized to approve said lease agreement as to form and content prior to the execution thereof, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

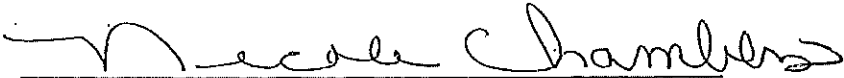
Adopted by unanimous vote - 6/13/22

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 13th day of June, 2022, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 14th day of June, 2022.


Clerk, Albany County Legislature

CORPORATE SUITE LEASE
between
THE COUNTY OF ALBANY
and
SCHENECTADY HARDWARE & ELECTRIC

Lease Authorization: Resolution No.: 192 for 2022

This is an Agreement to lease ("Lease") a suite at the Albany County Civic Center, currently known as the MVP Arena, by and between; the County of Albany, a municipal corporation organized and existing under the laws of New York State, with offices located at 112 State Street, Albany, New York 12207 (hereinafter referred to as "County") SMG, as managing agent of the MVP Arena with offices located at 51 South Pearl Street, Albany, New York 12207 (hereinafter "SMG") and Schenectady Hardware & Electric with offices located at 155 Erie Boulevard, Schenectady, New York 12305 (hereinafter referred to as "Suiteholder").

WHEREAS, the County has available for lease certain private enclosed suites at its civic center; and

WHEREAS, Suiteholder proposes to lease one suite; and

WHEREAS, the Albany County Legislature by Resolution No. 192 for 2022 has authorized the County Executive to enter into this Lease Agreement;

NOW, THEREFORE, the County, SMG and Suiteholder, intending to be legally bound hereby, mutually agree as follows:

ARTICLE 1. LEASED PREMISES: SUITE

The County hereby leases to Suiteholder and Suiteholder hereby agrees to lease from County, Suite No. 18 (the "Suite") as more specifically described in Exhibit "A" for Suiteholder's use during the lease term.

ARTICLE 2. TERM

The term of this Lease shall be for a period of three (3) years, commencing on September 1, 2022 and ending on August 31, 2025. At the expiration of the term, Suiteholder shall return the suite to the County broom clean and without damage, reasonable wear and tear excepted. Any and all permanent fixtures and structural improvements provided by Suiteholder shall become the property of the County without any reimbursement by or cost to the County.

ARTICLE 3. PAYMENT

Suiteholder agrees to pay to the county the minimum fixed rent, and all other sums due and payable to the county pursuant to this agreement as additional rent, as follows:

A. The Suiteholder agrees to pay to the county during the three-year term of this Lease the sum of ONE HUNDRED FIFTY THREE THOUSAND AND 00/100 DOLLARS (\$153,000.00).

B. The annual rental payments totaling FIFTY ONE THOUSAND AND 00/100 (\$51,000.00) DOLLARS due hereunder shall be made as follows:

1. The County and SMG acknowledge a credit due to Suiteholder in the amount of FOUR THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$4,250.00) for payments made and accepted during a closure period of the Arena.

2. FORTY SIX THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$46,750.00) due on or before lease execution for the first year (2022) of the lease agreement.

3. FIFTY ONE THOUSAND AND 00/100 DOLLARS (\$51,000.00) due on or before September 1 during each subsequent contract year of the lease agreement.

C. The foregoing payment installments are solely for the Suiteholder's convenience. Any default in payment of installments set forth herein shall provide the County the right to elect, in addition to and not to the exclusion of any other remedy allowed by law:

1. To accelerate the whole of the amount set forth in Paragraph A above for the whole of the Lease term remaining, which amount shall become at once due and payable without notice or demand, and/or
2. To withhold providing the Suiteholder with tickets and parking tickets to all events until such time as the co-tenant is no longer in default of its payment obligations.

D. The term "Contract Year" as used herein, shall mean any year during the term hereof commencing on September 1, and ending the following August 31.

E. The Suiteholder shall pay any and all sales tax, if any, determined by the New York State Department of Taxation and Finance to be due and payable under the terms of this Lease.

F. A flat screen TV and cable access is provided in each suite. A current charge of \$20.00 per month is billed for cable service.

G. A telephone is provided in each Suite. Suiteholder will be billed a monthly fee of \$32.00 and for any long distance calls made from the telephone.

ARTICLE 4. OBLIGATIONS OF THE COUNTY

The County agrees to provide the following services and rights to Suiteholder with respect to the said Suite:

A. Suiteholder shall be entitled to the sole and exclusive use of the said Suite during all ticketed events throughout the term of this Lease, subject to the terms and conditions contained herein, with the exception of events and tournaments of the National Collegiate Athletic Association (NCAA). Suite tickets for NCAA events may be purchased by the Suiteholder at the sole expense of the Suiteholder. Notwithstanding any other provision to the contrary, if the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite to any NCAA event, the County shall have the right to assign the Suite during such NCAA events or retain the Suite for County use during such NCAA events without compensation to the Suiteholder. With the aforementioned exception for NCAA events for which the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite, the County agrees, that so long as Suiteholder is not in default of any of the terms and conditions of this Lease, no other person or entity shall be permitted to use the Suite for any purpose at any time during the term of the Lease without each co-tenant's prior consent.

B. Suiteholder shall have the opportunity to purchase up to sixteen (16) tickets for seats in preferred locations outside the Suite for all ticketed events presented in the Arena for the duration of this Lease, except that for certain events in the discretion of SMG, the Suiteholder may be limited to eight (8) tickets in preferred locations outside of the Suite. Tickets for all Arena events purchased hereunder shall be at the sole expense of the Suiteholder. The price of such tickets shall be the price set for the seats in the row directly in front of the Suite.

C. Suiteholder shall receive during each contract year four (4) free reserved parking places in the adjoining parking garage for each and every ticketed event held at the Arena, except for NCAA Tournaments or Events. Parking for NCAA Tournaments and Events may be purchased separately at the sole expense of the Suiteholder.

D. Custodial cleaning of Suite after events and annual "spring cleaning."

E. Said suite shall accommodate sixteen (16) persons and shall be serviced and furnished as provided herein and in Exhibit "A" annexed hereto and made a part hereof.

F. The operational and management obligations of the County under this Lease will be implemented and administered by SMG.

ARTICLE 5. USE OF SUITE

A. Suiteholder shall use and occupy the Suite solely for the observance of events at the Arena in accordance with the terms of this Lease and such other written rules and regulations as the County may promulgate from time to time. Suiteholder's rights to use the Suite during all events throughout the term of this Lease shall be subject at all times to all of the terms and conditions contained herein.

B. Suiteholder's right of access to the Suite for any event shall be solely by presentation of tickets for such event, it being understood that the County shall furnish to Suiteholder the tickets for each event, such tickets to be made available by the County to Suiteholder prior to each event in accordance with procedures established by the County, subject to the terms and conditions set forth in this Lease.

C. Suiteholder shall not sell any food or beverages whatsoever in the Suite. Any food, or beverage used or required in the Suite shall be obtained from Aramark Corporation, or a concessionaire designated by the County, and Suiteholder shall promptly pay all bills for food, beverages and services furnished, sold or rendered to Suiteholder in connection with Suiteholder's use of this Suite. Notwithstanding the foregoing, Suiteholder shall have the right to bring or cause to be brought nonalcoholic beverages into the Suite for its own use or the use of its invitees provided that beverages shall not be brought into the Suite for the purpose of resale to the public and may not be provided by an outside caterer.

D. Suiteholder and Suiteholder's guests shall at all times maintain proper decorum while using the Suite and shall not attach or display any sign, advertisements or notices in or around the Suite without the prior written consent of the County, which consent shall not be unreasonably withheld.

E. Suiteholder and Suiteholder's guests shall comply with all applicable governmental laws and orders, including but not limited to all laws and orders governing smoking in public place. Suiteholder and Suiteholder's guests shall comply with all rules promulgated by the County relating to the use and occupancy of the Suite to the extent consistent with the rights of Suiteholder under this Lease.

F. Any changes or upgrading of the Suite's finishings and/or furnishings shall be solely at Suiteholder's expense and only with prior written permission of the County, which permission shall not be unreasonably withheld.

G. Suiteholder shall commit no waste of the leased premises and agrees to take good care of the premises, the fixtures and appurtenances.

ARTICLE 6. RIGHT OF ENTRY

The County and its employees and agents shall have the right to enter Suiteholder's leased premises for: (a) the performance of the duties required to be performed by the County hereunder, and for any and all purposes related thereto, and (b) to investigate any suspected violations of the provisions of this Lease, County rules, and/or any applicable governmental laws, orders, codes or regulations.

ARTICLE 7. INSURANCE.

A. Suiteholder, at its own expense, shall maintain and keep in effect, with insurance companies acceptable to the County, insurance hereinafter specified, with respect to Suiteholder's obligations under this Lease. Suiteholder shall provide the County annually with a certificate of insurance at least ten (10) days prior to the commencement of the contract year evidencing Suiteholder's payment for a comprehensive general liability policy covering bodily injury, property damage, personal injury and products liability coverage in the amount of at least ONE MILLION (\$1,000,000) DOLLARS per occurrence, including fire legal liability coverage in the amount of FIFTY THOUSAND (\$50,000) DOLLARS per occurrence. The insurance shall (a) name the County of Albany, State of New York, New York State Urban Development Corporation, SMG, MVP Health Care, as additional, co-insureds as their interest may appear, and (b) provide that the policy(ies) shall remain in full force and effect notwithstanding that the insured has waived his right of action against any party prior to the occurrence of a loss.

B. In the event Suiteholder fails to maintain and keep such insurance in effect, the County has the option to elect against such Suiteholder that fails to obtain and/or maintain insurance as required herein, (A) to treat such breach as a default and terminate any/or all Suiteholder's rights under this Lease in accordance with Article 9 of this agreement, (B) to cure such breach on reasonable notice to the Suiteholder, at the expense of such Suiteholder, and such Suiteholder shall be liable for the reasonable amount of all expenses incurred by the County in curing the breach on Suiteholder's behalf, which shall be payable to the County on demand as additional rent, or (C) to withhold providing Suiteholder with tickets and parking passes to all events until such time as Suiteholder has provided the County with proof, acceptable to the County, that insurance is in full force and effect.

ARTICLE 8. FORCE MAJEURE

It is understood and agreed that the County shall not be responsible to Suiteholder (through a refund of rent or otherwise) for the cancellation or non-performance of any events scheduled at the Arena due to any cause or circumstances beyond the County's control. Suiteholder shall have no claim against the County for any abatement of rent, nor shall the same constitute a constructive or partial eviction, unless the same is continuing for a period of one (1) month.

ARTICLE 9. DEFAULT AND TERMINATION

A. In addition to any other remedy to which the County may be entitled by law or as set forth in this Lease, in the event Suiteholder fails to promptly and timely make the payments required hereunder or otherwise breaches any of the terms and conditions herein contained or any rules promulgated hereunder, the County shall have the right to cancel this Lease on fifteen (15) days prior written notice, subject to the right of Suiteholder to cure such breach within said period, with the exception of any violation by Suiteholder of the provisions of Art. 11-B and/or C which violations Suiteholder shall not have the right to cure. All rights of Suiteholder under this Lease shall then terminate and the County shall have no further obligation of any kind to

Suiteholder and the County shall have the right to exclude Suiteholder from the Suite. In the event of termination, any advance rentals held by the County may be applied by the County to any obligation of the Suiteholder for the use of the Suite. Notwithstanding any exclusion under this Lease, the liability of Suiteholder for payments owed to the County in the form of rent and additional rent, shall not be extinguished for the balance of the term hereof and Suiteholder shall pay the County any deficiency arising from non-payment of such Suiteholder, including any deficiency resulting from reletting of the premises at a reduced rate. Further, the County shall have the right to relet Suiteholder's interest under this Lease and terminate Suiteholder's right under this Lease. Any re-letting of the premises upon termination, eviction, or re-entry shall be solely on Suiteholder's behalf and shall not be deemed to be the County's acceptance of Suiteholder's surrender of the premises. Any deficiencies arising from the re-letting shall be due from the defaulting Suiteholder on the first day of each of the following years for the remainder of the term.

B. In addition to any other remedy allowed by law or by this Lease, in the event either Suiteholder is in default of any obligation set forth in this Lease, the County retains the option to withhold providing a defaulting Suiteholder with event tickets and parking tickets until any breach or default is cured. Additionally, the County may also sue the defaulting Suiteholder each year for all payments due under this Lease until the end of the term.

ARTICLE 10. WAIVER, INDEMNIFICATION AND DAMAGE

A. The failure of any party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition or option in any other instance.

B. The County shall not be responsible for theft or any other loss or disappearance of any of the property of Suiteholder or its guests except if caused by the negligent act, omission or misconduct by the County, its employees or agents.

C. Suiteholder shall hold and save the County of Albany, State of New York, New York State Urban Development Corporation, MVP Health Care, and SMG, their officers, employees, and agents harmless from and indemnify them against any and all liability of any kind whatsoever occasioned within the Suite or ways or walks immediately adjacent thereto by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the Suiteholder or any of its officers, agents, representatives, guests, employees, invitees or any other persons admitted by the Suiteholder upon the premises except County or facility employees in the performance of their official duties. Suiteholder shall, at its own cost and expense, defend and protect the County, New York State Urban Development Corporation, MVP Health Care and SMG, their officers, employees and agents against any and all such claims or demands.

D. Suiteholder shall reimburse County for any destruction of or damage to the Suite or any County property caused by Suiteholder or Suiteholder's employees, guests and/or invitees.

E. If the Suite is destroyed or is substantially damaged by elements or fire or other casualty so as to become untenable, and the County elects to restore the Suite or repair such damage, this Lease shall remain in full force and Suiteholder shall be entitled to be reimbursed for the period the Suite is untenable. However, no such reimbursement shall be allowed if Suiteholder or Suiteholder's guests caused the destruction or damage. If the County does not elect, as aforesaid, to restore or repair the Suite within a reasonable period of time, the County shall have the right, to be exercised by notice in writing, delivered to Suiteholder within ninety (90) days from and after said occurrence, to terminate this Lease, and the tenancy hereby created shall cease as of the date of said occurrence, with rent to be adjusted as of the date of such occurrence.

ARTICLE 11. RENEWAL; ASSIGNMENT OR SUBLETTING; SALE OF PASSES

A. Renewal of Agreement

1. Upon expiration of the original term of this Lease (and upon expiration of any extended term or terms, arising pursuant to the provisions of this subparagraph) pursuant to County Law §215, the County shall grant to the Suiteholder the right of first refusal to enter into a new lease with respect to the Suite held by the Suiteholder.
2. The of first refusal shall be exercised by the Suiteholder, if at all, by written notice to the County at least one hundred and twenty (120) days prior to the expiration of the original term (or any such extended term) as provided. If Suiteholder does not timely notify the County, this Lease shall terminate at the conclusion of the original term or such extended term, as the case may be, and the County shall be free to lease the Suite to any party, commencing on the next following September 1st, it being understood that said first right of refusal, if not affirmatively exercised as aforesaid for any next succeeding term, lapses as to all subsequent terms. All property remaining on the premises after the last day of the term shall be conclusively deemed abandoned and may be removed by the County at the Suiteholder's expense. The County may also have any such property stored at the Suiteholder's sole risk and expense.
3. The right of refusal to renew shall be upon the same terms and conditions as are contained in this Lease, except that the annual payment for any additional term entered pursuant to this paragraph shall be mutually agreed to by the Parties, and finally approved by the Albany County Legislature in accordance with County Law §215.

B. Except as hereinafter provided, Suiteholder shall have no right to assign this Lease or to sell or sublet all or any portion of the Suite. The County shall have the prior right of review of any proposed assignment or subletting of the entire Suite to an entity. In determining whether to consent to such proposed assignment or sublease, the County shall give primary consideration to the financial capability of the entity to which such assignment or sublease is proposed. If such financial capability is demonstrated, consent shall not be unreasonably withheld. Upon prior

written notice, the Suiteholder may assign this Lease without County consent in the event of a merger, consolidation, or sale of all or substantially all of the Suiteholder's assets where the assignment is made to the survivor of such merger or consolidation or the purchaser of such assets. If consent is given by the County to an assignment or subletting of this Suite or any interest therein, the County shall not be barred from subsequently refusing to consent to any further assignment or sublease. Any attempt to sell, assign or sublet in violation of this paragraph without County consent, shall be deemed a default, entitling the County to elect any remedy authorized by law or by the terms of this agreement. If the premises are occupied by anybody other than Suiteholder, and Suiteholder is in default hereunder, the County may collect all payments due and owing from the occupant; but no such collection shall be deemed a waiver of the covenant herein against assignment and subletting or the acceptance of such occupant as a Suiteholder or a release of Suiteholder from further performance of the covenant(s) herein contained.

C. No sale by Suiteholder of any tickets issued to it pursuant to Article 5 hereof is permissible; and any sale or attempted sale of such tickets by Suiteholder will be deemed to be a material breach of Suiteholder's obligations hereunder, and shall subject Suiteholder to the termination provisions of Article 9 at the sole option of the County. The unauthorized sale of any tickets by agents, employees or guests of Suiteholder will not be deemed a material breach of the lease subjecting Suiteholder to the termination provisions of Article 9. Suiteholder reserves the right to distribute tickets for promotion, advertising or other similar purposes.

ARTICLE 12. RIGHT TO CURE; CONDITIONS OF LIABILITY; RIGHT TO SHOW PREMISES.

A. In the event Suiteholder breaches any covenant or condition of this Lease, the County may, on reasonable notice to Suiteholder (except that no notice need be given in case of emergency), cure such breach at the expense of the Suiteholder. Any reasonable expenses incurred by the County or by SMG acting on the County's behalf to cure, shall be deemed additional rent and shall be payable on demand.

B. Suiteholder shall not be entitled to claim a constructive eviction from the premises unless the Suiteholder first notifies the County in writing of the condition or conditions giving rise thereto, and, if the complaints be justified, the County fails within thirty (30) days after receipt of said notice to remedy such conditions.

C. The County has the right to enter the Suite to show the premises to prospective lessees or sublessees.

ARTICLE 13. SUCCESSORS AND ASSIGNS

This Lease and the covenants and conditions herein contained shall be binding upon, and inure to the benefit of, the Parties hereto, their respective heirs, devisees, personal representatives, and permitted successors and assigns. This Article shall not be construed to convey any right inconsistent with the terms of Article 11 relative to assignment of this lease or subletting of all or any portion of the Suite.

ARTICLE 14. HEADINGS; CONSTRUCTION

The headings appearing in this Lease are for the purpose of easy reference only and shall not be considered a part of this Lease or in any way to modify, to amend, or to affect the provisions hereof. This Lease shall be construed with equal weight for the rights of the Parties.

ARTICLE 15. ENTIRE AGREEMENT

The Parties agree that this Lease shall constitute the only agreement between them relative to the Suite and that no oral statements and/or no prior written matter extrinsic to this instrument shall have any force or effect. This Lease shall not be modified except by writing subscribed by all Parties.

ARTICLE 16. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Lease shall be deemed properly given if, and only if delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

County of Albany	SMG	Suiteholder
County of Albany	SMG	Schenectady Hardware & Electric
Department of Law	51 South Pearl Street	PO Box 338
112 State Street, Rm. 600	Albany, New York 12207	Schenectady, New York 12305
Albany, New York 12207		Attn: Chris Sparagen

ARTICLE 17. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, paragraph or article of this Lease shall be held unconstitutional, invalid or ineffective, in whole or in part, by a court of competent jurisdiction, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, paragraphs or articles hereof.

ARTICLE 18. MISCELLANEOUS

A. This Lease shall be governed by the Laws of the State of New York.

B. Notwithstanding any clauses to the contrary herein, any Suiteholder property brought into the Suite and not physically secured to said premises through normally accepted trade methods of permanent installation shall not become the property of any entity other than the Suiteholder.

C. The County shall hold and save harmless the Suiteholders, their employees, officers, agents and guests from and indemnify it, or any of them against any and all liability of any kind

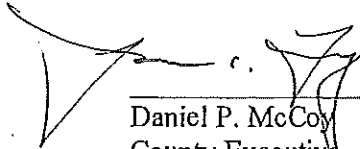
whatsoever occasioned in, on, upon or about the Albany County Civic Center by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the County, SMG, their respective agents, employees, officers and guests, except for those persons admitted to the Suite by the Suiteholders. The County shall at its own cost and expense, defend and hold harmless the Suiteholders, their employees, officers, agents and guests against any and all such claims. The County hereby represents and warrants to the Suiteholders that the Albany County Civic Center is in and shall continue to be in compliance with all federal, state and local rules, regulations and law.

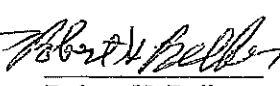
IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the day and year set forth below.

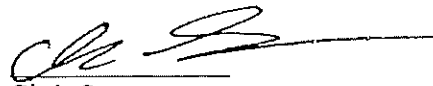
County of Albany

SMG

Schenectady Hardware & Electric


Daniel P. McCoy
County Executive
or, Daniel C. Lynch


Robert H. Belber
G. M.


Chris Sparagen

Dated: 9/20/2022

Dated: 8/16/22

Dated: 8-11-22

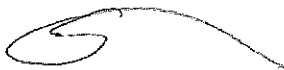
STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2022, 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 24th day of September, 2022, 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
EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

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

On the 16th day of August, 2022, before me, the undersigned, a notary public in and for the state personally appeared Robert H. Belber, G.M. of the MVP Arena, 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 whose behalf the individual acted, executed the instrument.

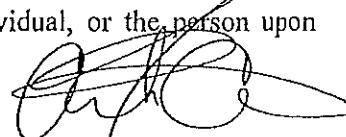


NOTARY PUBLIC
GARY C. HOLLE
Notary Public, State of New York
No. 01HO6362978
Qualified in Albany County
Commission Expires Aug 14, 2025

STATE OF NEW YORK)

COUNTY OF Schenectady SS.:

On the 11th day of August, 2022, before me, the undersigned, a notary public in and for the state, personally appeared Chris Spranger, 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 whose behalf the individual acted, executed the instrument.



NOTARY PUBLIC

CHERIE A TAYLOR DICENZO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01TA6393254
Qualified in Schenectady County
Commission Expires June 10, 2023

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

On the ____ day of _____, 2022, before me, the undersigned, a notary public in and for the state, personally appeared _____, 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 whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT "A"

SUITE NO. 18
CORPORATE SUITE FURNISHINGS

Finished and furnished Suite shall include:

- a. Wall to wall carpeting;
- b. Acoustical tile ceiling;
- c. Upholstered fabric stadium chairs with arms-seating areas to be raised for maximum visibility;
- d. Washroom containing appropriate amenities;
- e. Bar with wet sink;
- f. Television monitor bracketed from ceiling;
- g. Sliding glass window opening onto auditorium;
- h. Telephone availability;
- i. Recessed step aisle lighting;
- j. Heating, ventilation, and air conditioning.

Any upgrading of the Suite finishings and furnishings desired by Suiteholder shall be at Suiteholder's sole expense and only with the prior written permission of the County, which shall not be unreasonably withheld. All such improvements, alterations or additions shall become the property of the County and shall remain on and be surrendered with the premises, as part thereof at the termination of this Lease without disturbance, molestation, or injury.

Request for Contract Approval	
Contract #	2025-2981
Contract Type	CAB
Contract Action (New, Renewal, Amendment)	New
Procurement Type (Bid, RFP, Other)	Other
Department	MVP
Date submitted	07/09/25
Contact person	Bob Belber
Contact Phone	518-487-2008
Vendor	KeyBank National Association
Estimated Amount	\$163,500.00
Estimated Term	09/01/25-08/31/28
Scope of Services	Renting Suite 15 @ MVP Arena
Budget Line Item	A27128-02451
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 Hidley
Albany County Clerk

Joanne Cunningham
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
MVP ARENA
51 SOUTH PEARL STREET
ALBANY, NEW YORK, 12207-2021
(518) 487-2000 - FAX (518) 487-2020
www.mvparena.com

ROBERT BELBER
GENERAL MANAGER

NATHAN SIMS
ASST GM & DIRECTOR
OF OPERATIONS

Date: May 22, 2025

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

Dear Chairwoman Cunningham:

Re: REQUEST FOR APPROVAL OF RENEWAL LEASE FOR SUITE # 15 – KEY BANK

Please see the Request for Legislative Action for the renewal of the Suite # 15 – Key Bank National Association lease. The current lease expires on August 31, 2025. The new lease will be for a period/term of three years from September 1, 2025 through August 31, 2028.

The annual fees payable from the tenant equal - \$54,500.00. The total value of the lease over three years is - \$163,500.00. This tenant has been a suite holder since the building opened in the early '90's.

The suite holder has paid a deposit in the amount of \$3,000 which will be applied towards the first year's payable rent.

Thank you for your approval of this lease.

Sincerely,

Robert Belber
General Manager

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel

MVP ARENASM

Albany, New York

LETTER OF INTENT

BY

KEYBANK NATIONAL ASSOCIATION

FOR CORPORATE SUITE #15

The above-named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the MVP ARENA (hereafter the "MVP ARENA") and evidencing our support of this facility by this *Letter of Intent*.

This *Letter of Intent* demonstrates our intention to lease one of the MVP ARENA Private Corporate Suites, namely Suite #15 (hereafter the Suite). This letter, though not binding, is intended to serve as the basis for negotiating a final written agreement which will contain material terms not mentioned in this letter. This letter does not create an exclusive right to negotiate or an obligation to negotiate in good faith. Either party may terminate negotiations at any time in their sole discretion. Partial performance by either party of the terms of this letter, or the efforts by either party to perform due diligence or carry out other acts in contemplation of consummating this transaction, shall not be deemed evidence of intent by either party to be bound by the terms of this letter. The parties will not be bound to an agreement unless and until they review, approve, execute and deliver a final and definitive written agreement. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Sixteen (16) passes will be provided at no charge for all Albany Firebirds arena football, Albany FireWolves lacrosse, and Siena College men's basketball home games. Sixteen (16) passes will also be provided for every ticketed event at the MVP ARENA in each contract year with the exception of the NCAA events. Suite tickets for NCAA championship events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to sixteen (16) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to eight (8) additional "outside" seats.

To further solidify this *Letter of Intent*, a refundable earnest money deposit of \$3,000.00 (THREE THOUSAND AND 00/100 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.



Letter of Intent
KEYBANK NATIONAL ASSOCIATION
Suite #15
Page 2

Date: April 29, 2025

Signature: [Handwritten Signature]

Name (Print): Fran O'Rourke

Title: Market President & Regional Exec.

RESOLUTION NO. 193

AUTHORIZING A LEASE AGREEMENT WITH KEYBANK, N.A.
REGARDING SUITE NO. 15 AT THE MVP ARENA

Introduced: 6/13/22

By Public Works Committee:

WHEREAS, The General Manager of the MVP Arena has indicated that KeyBank, N.A. has an interest to renew a lease agreement for Corporate Suite No. 15 at the MVP Arena in accordance with the terms and conditions approved by the County Attorney, and

WHEREAS, The Suite holder will be credited in the amount of \$4,250 for payments made during the months of April 2020 through April 2021 due to the closure of the MVP Arena caused by the COVID-19 pandemic, and

WHEREAS, Annual payments totaling \$51,000 are to be made as follows: a \$46,750 payment for year one, \$51,000 for year two, and \$51,000 for year three for a total amount of \$148,750, and

WHEREAS, The Suite holder will also be responsible for sales tax on tickets to sporting events and cable TV monthly charges as well as any catered food they purchase through Aramark at the MVP Arena, and

WHEREAS, The term of said agreement to lease Suite No. 15 shall be for three years commencing September 1, 2022 and ending on August 31, 2025, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a three-year lease agreement with KeyBank National Association, Cleveland, OH 44114 to lease Corporate Suite No. 15 at the MVP Arena in the amount of \$148,750 for the term commencing September 1, 2022 and ending August 31, 2025, and, be it further

RESOLVED, That the County Attorney is authorized to approve said lease agreement as to form and content prior to the execution thereof, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

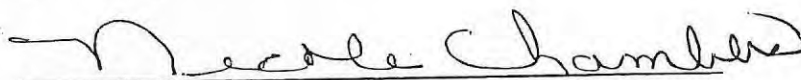
Adopted by unanimous vote - 6/13/22

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 13th day of June, 2022, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 14th day of June, 2022.


Clerk, Albany County Legislature

CORPORATE SUITE LEASE
between
THE COUNTY OF ALBANY
and
KEYBANK NATIONAL ASSOCIATION

Lease Authorization: Resolution No.: 193 for 2022

This is an Agreement to Lease ("Lease") a Suite at the Albany County Civic Center, currently known as the MVP Arena, by and among the County of Albany, a municipal corporation organized and existing under the laws of New York State, with offices located at 112 State Street, Albany, New York 12207 (hereinafter referred to as "County") SMG, as managing agent of the MVP Arena with offices located at 51 South Pearl Street, Albany, New York 12207 (hereinafter "SMG") and KeyBank National Association, a national banking association organized and existing under the laws of the United States of America, with offices located at 127 Public Square, Cleveland, Ohio 44114 (hereinafter referred to as "Suiteholder").

WHEREAS, the County has available for lease certain private enclosed Suites at the MVP Arena; and

WHEREAS, Suiteholder proposes to lease one (1) Suite; and

WHEREAS, the Albany County Legislature by Resolution No. 193 for 2022 has authorized the County Executive to enter into this Lease .

NOW, THEREFORE, the County, SMG and Suiteholder, intending to be legally bound hereby, mutually agree as follows:

ARTICLE 1. LEASED PREMISES: SUITE

The County hereby leases to Suiteholder and Suiteholder hereby agrees to lease from the County, Suite No. 15 (the "Suite") of the MVP Arena located at as more specifically described in Exhibit "A" for Suiteholder's use during the Lease Term.

ARTICLE 2. TERM

The Term of this Lease shall be for a period of three (3) years, commencing on September 1, 2022 and ending on August 31, 2025. At the expiration of the Term, Suiteholder shall return the Suite to the County broom clean and without damage, reasonable wear and tear excepted. Any and all permanent fixtures and structural improvements provided by Suiteholder shall become the property of the County without any reimbursement by or cost to the County.

ARTICLE 3. PAYMENT

Suiteholder agrees to pay to the county the minimum fixed rent, and all other sums due and payable to the county pursuant to this Agreement as additional rent, as follows:

A. The Suiteholder agrees to pay to the county during the three-year term the sum of ONE HUNDRED FIFTY-THREE THOUSAND AND 00/100 DOLLARS (\$153,000.00).

B. The annual rental payments totaling FIFTY-ONE THOUSAND AND 00/100 DOLLARS (\$51,000.00) due hereunder shall be made as follows:

1. The County and SMG acknowledge a credit due to Suiteholder in the amount of FOUR THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$4,250.00) for payments made and accepted during a closure period of the Arena.
0. FORTY SIX THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$46,750.00) due on or before lease execution for the first year (2022) of the lease agreement.
1. FIFTY ONE THOUSAND AND 00/100 DOLLARS (\$51,000.00) due on or before September 1 during each subsequent contract year of the lease agreement.

C. The foregoing payment installments are solely for the Suiteholder's convenience. In the event of any default in payment, the County shall provide Suiteholder with written notice of such default and provide an additional fifteen (15) days to cure such non-payment. If, after notice, the non-payment is not cured, the County may elect, in addition to and not to the exclusion of any other remedy allowed by law:

1. To accelerate the whole of the amount set forth in Paragraph A above for the whole of the Lease Term remaining, which amount shall become at once due and payable without notice or demand, and/or
2. To withhold providing the Suiteholder with tickets and parking tickets to all Events until such time as the co-tenant is no longer in default of its payment obligations.

D. The Term "Contract Year" as used herein, shall mean any year during the Term hereof commencing on September 1, and ending the following August 31.

E. The Suiteholder shall pay any and all sales tax, if any, determined by the New York State Department of Taxation and Finance to be due and payable under the Terms of this Lease.

F. A flat screen TV and cable access is provided in each Suite. A current charge of \$20.00 per month is billed for cable service.

G. A telephone is provided in each Suite. Suiteholder will be billed a monthly fee of \$32.00 and for any long distance calls made from the telephone.

ARTICLE 4. OBLIGATIONS OF THE COUNTY

The County agrees to provide the following services and rights to Suiteholder with respect to the said Suite:

A. Suiteholder shall be entitled to the sole and exclusive use of the said Suite during all ticketed Events throughout the Term of this Lease, subject to the Terms and Conditions contained herein, with the exception of Events and tournaments of the National Collegiate Athletic Association (NCAA). Suite tickets for NCAA Events may be purchased by the Suiteholder at the sole expense of the Suiteholder. Notwithstanding any other provision to the contrary, if the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite to any NCAA Event, the County shall have the right to assign the Suite during such NCAA Events or retain the Suite for County use during such NCAA Events without compensation to the Suiteholder. With the aforementioned exception for NCAA Events for which the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite, the County agrees, that so long as Suiteholder is not in default of any of the Terms and Conditions of this Lease, no other person or entity shall be permitted to use the Suite for any purpose at any time during the Term of the Lease without each co-tenant's prior consent. In such an Event where third parties are provided usage of the Suite, Suiteholder shall not be liable for any bodily injury, including death, property damage or other similarly related issues that may arise while the Suite is being utilized in such a fashion.

B. Suiteholder shall have the opportunity to purchase up to sixteen (16) tickets for seats in preferred locations outside the Suite for all ticketed Events presented in the Arena for the duration of this Lease, except that for certain Events in the discretion of SMG, the Suiteholder may be limited to eight (8) tickets in preferred locations outside of the Suite. Tickets for all Arena Events purchased hereunder shall be at the sole expense of the Suiteholder. The price of such tickets shall be the price set for the seats in the row directly in front of the Suite.

C. Suiteholder shall receive during each contract year four (4) free reserved parking places in the adjoining parking garage for each and every ticketed Event held at the Arena, except for NCAA Tournaments or Events. Parking for NCAA Tournaments and Events may be purchased separately at the sole expense of the Suiteholder.

D. Custodial cleaning of Suite after Events and annual "spring cleaning."

Said Suite shall accommodate sixteen (16) persons and shall be serviced and furnished as provided herein and in Exhibit "A" annexed hereto and made a part hereof.

The operational and management obligations of the County under this Lease will be implemented and administered by SMG.

ARTICLE 5. USE OF SUITE

A. Suiteholder shall use and occupy the Suite solely for the observance of Events at the Arena in accordance with the Terms of this Lease and such other written rules and regulations as the County may promulgate from time to time. Suiteholder's rights to use the Suite during all Events throughout the Term of this Lease shall be subject at all times to all of the Terms and Conditions contained herein.

B. Suiteholder's right of access to the Suite for any Event shall be solely by presentation of tickets for such Event, it being understood that the County shall furnish to Suiteholder the tickets for each Event, such tickets to be made available by the County to Suiteholder prior to each Event in accordance with procedures established by the County, subject to the Terms and Conditions set forth in this Lease.

C. Suiteholder shall not sell any food or beverages whatsoever in the Suite. Any food, or beverage used or required in the Suite shall be obtained from Aramark Corporation, or a concessionaire designated by the County, and Suiteholder shall promptly pay all bills for food, beverages and services furnished, sold or rendered to Suiteholder in connection with Suiteholder's use of this Suite. Notwithstanding the foregoing, Suiteholder shall have the right to bring or cause to be brought nonalcoholic beverages into the Suite for its own use or the use of its invitees provided that beverages shall not be brought into the Suite for the purpose of resale to the public and may not be provided by an outside caterer.

D. Suiteholder and Suiteholder's guests shall at all times maintain proper decorum while using the Suite and shall not attach or display any sign, advertisements or notices in or around the Suite without the prior written consent of the County, which consent shall not be unreasonably withheld.

E. Suiteholder and Suiteholder's guests shall comply with all applicable governmental laws and orders, including but not limited to all laws and orders governing smoking in public place. Suiteholder and Suiteholder's guests shall comply with all rules promulgated by the County relating to the use and occupancy of the Suite to the extent consistent with the rights of Suiteholder under this Lease.

F. Any changes or upgrading of the Suite's finishings and/or furnishings shall be solely at Suiteholder's expense and only with prior written permission of the County, which permission shall not be unreasonably withheld.

G. Suiteholder shall commit no waste of the Leased premises and agrees to take good care of the premises, the fixtures and appurtenances.

ARTICLE 6. RIGHT OF ENTRY

The County and its employees and agents shall have the reasonable right to enter Suiteholder's Leased premises for: (a) the performance of the duties required to be performed by the County hereunder, and for any and all reasonable purposes related thereto, and (b) to investigate any suspected violations of the provisions of this Lease, County rules, and/or any applicable governmental laws, orders, codes or regulations.

ARTICLE 7. INSURANCE

A. Suiteholder, at its own expense, shall maintain and keep in effect, with insurance companies acceptable to the County, insurance hereinafter specified, with respect to Suiteholder's obligations under this Lease. Suiteholder shall provide the County annually with a certificate of insurance at least ten (10) days prior to the commencement of the contract year evidencing Suiteholder's payment for a comprehensive general liability policy covering bodily injury, property damage, personal injury and products liability coverage in the amount of at least ONE MILLION (\$1,000,000) DOLLARS per occurrence, including fire legal liability coverage in the amount of FIFTY THOUSAND (\$50,000) DOLLARS per occurrence. The insurance shall (a) name the County of Albany, State of New York, New York State Urban Development Corporation, SMG, MVP Health Care, as additional, co-insureds as their interest may appear, and (b) provide that the policy(ies) shall remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss.

B. In the Event Suiteholder fails to maintain and keep such insurance in effect, the County has the option to elect against such Suiteholder that fails to obtain and/or maintain insurance as required herein, (A) to treat such breach as a default and potentially Terminate any/or all Suiteholder's rights under this Lease in accordance with Article 9 of this Agreement, (B) to cure such breach on reasonable notice to the Suiteholder, at the expense of such Suiteholder, and such Suiteholder shall be liable for the reasonable amount of all expenses incurred by the County in curing the breach on Suiteholder's behalf, which shall be payable to the County on demand as additional rent, or (C) to withhold providing Suiteholder with tickets and parking passes to all Events until such time as Suiteholder has provided the County with proof, acceptable to the County, that insurance is in full force and effect.

ARTICLE 8. FORCE MAJEURE

It is understood and agreed that the County shall not be responsible to Suiteholder (through a refund of rent or otherwise) for the cancellation or non-performance of any Events scheduled at the Arena due to any cause or circumstances beyond the County's control. Suiteholder shall have no claim against the County for any abatement of rent, nor shall the same constitute a constructive or partial eviction, unless the same is continuing for a period of one (1) month.

ARTICLE 9. DEFAULT AND TERMINATION

A. In addition to any other remedy to which the County may be entitled by law or as set forth in this Lease, in the Event Suiteholder fails to promptly and timely make the payments required hereunder or otherwise breaches any of the Terms and Conditions herein contained or any rules promulgated hereunder, the County shall have the right to cancel this Lease on fifteen (15) days prior written notice, subject to the right of Suiteholder to cure such breach within said period, with the exception of any violation by Suiteholder of the provisions of Article 12. B and/or C which violations Suiteholder shall not have the right to cure. All rights of Suiteholder

under this Lease shall then terminate and the County shall have no further obligation of any kind to Suiteholder and the County shall have the right to exclude Suiteholder from the Suite. In the Event of Termination, any advance rentals held by the County may be applied by the County to any obligation of the Suiteholder for the use of the Suite. Notwithstanding any exclusion under this Lease, the liability of Suiteholder for payments owed to the County in the form of rent and additional rent, shall not be extinguished for the balance of the Term hereof and Suiteholder shall pay the County any deficiency arising from non-payment of such Suiteholder, including any deficiency resulting from re-letting of the premises at a reduced rate. Further, the County shall have the right to relet Suiteholder's one-half (1/2) interest under this Lease and Terminate Suiteholder's right under this Lease. Any re-letting of the premises upon Termination, eviction, or re-entry shall be solely on Suiteholder's behalf and shall not be deemed to be the County's acceptance of Suiteholder's surrender of the premises. Any deficiencies arising from the re-letting shall be due from the defaulting Suiteholder on the first day of each of the following years for the remainder of the Term.

B. In addition to any other remedy allowed by law or by this Lease, in the Event either Suiteholder is in default of any obligation set forth in this Lease, the County retains the option to withhold providing a defaulting Suiteholder with Event tickets and parking tickets until any breach or default is cured.

C. In the Event County defaults in any of its obligations hereunder, Suiteholder may terminate this Lease with no additional penalty or payment and may, at its option, pursue any and all other remedies allowed it, be they in law or in equity.

ARTICLE 10. WAIVER, INDEMNIFICATION AND DAMAGE

A. The failure of any party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition or option in any other instance.

B. The County shall not be responsible for theft or any other loss or disappearance of any of the property of Suiteholder or its guests except if caused by the negligent act, omission or misconduct by the County, its employees or agents.

C. Suiteholder shall hold and save the County of Albany, State of New York, New York State Urban Development Corporation, MVP Health Care, and SMG, their officers, employees, and agents harmless from and indemnify them against any and all liability of any kind whatsoever occasioned within the Suite or ways or walks immediately adjacent thereto by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the Suiteholder or any of its officers, agents, representatives, guests, employees, invitees or any other persons admitted by the Suiteholder upon the premises except County or facility employees in the performance of their official duties. Suiteholder shall, at its own cost and expense, defend and protect the County, New York State Urban Development Corporation, MVP Health Care and SMG, their officers, employees and agents against any and all such claims or demands.

D. Suiteholder agrees to reimburse County for any reasonable costs associated with the repair of the Suite as a result of the destruction of or damage to the Suite or any County property caused by Suiteholder or Suiteholder's employees, guests and/or invitees.

If the Suite is destroyed or is substantially damaged by elements or fire or other casualty so as to become untenantable, and the County elects to restore the Suite or repair such damage, this Lease shall remain in full force and Suiteholder shall be entitled to be reimbursed for the period the Suite is untenantable. However, no such reimbursement shall be allowed if Suiteholder or Suiteholder's guests caused the destruction or damage. If the County does not elect, as aforesaid, to restore or repair the Suite within a reasonable period of time, not to exceed forty-five (45) days from the date of said occurrence, the County shall have the right, to be exercised by notice in writing, delivered to Suiteholder within ninety (90) days from and after said occurrence, to Terminate this Lease, and the tenancy hereby created shall cease as of the date of said occurrence, with rent to be adjusted as of the date of such occurrence.

Notwithstanding anything to the contrary herein, in no Event shall Suiteholder be obligated to hold County or SMG, their respective officers, employees, and agents harmless from or indemnify them against any and all liability of any kind whatsoever occasioned within the Suite or ways or walks immediately adjacent thereto by reason of any injury to property and/or third persons that is predicated on the negligence or willful misconduct of County or SMG.

ARTICLE 11. RENEWAL; ASSIGNMENT OR SUBLETTING; SALE OF PASSES

A. Renewal of Agreement

1. Upon expiration of the original Term of this Lease (and upon expiration of any extended Term or Terms, arising pursuant to the provisions of this subparagraph) pursuant to County Law §215, the County shall grant to the Suiteholder the right of first refusal to enter into a new Lease with respect to the Suite held by the Suiteholder.
2. The right of first refusal shall be exercised by the Suiteholder, if at all, by written notice to the County at least one hundred and twenty (120) days prior to the expiration of the original Term (or any such extended Term) as provided. If Suiteholder does not timely notify the County, this Lease shall Terminate at the conclusion of the original Term or such extended Term, as the case may be, and the County shall be free to Lease the Suite to any party, commencing on the next following September 1st, it being understood that said first right of refusal, if not affirmatively exercised as aforesaid for any next succeeding Term, lapses as to all subsequent Terms. All property remaining on the premises after the last day of the Term shall be conclusively deemed abandoned and may be removed by the County at the Suiteholder's expense. The County may also have any such property stored at the Suiteholder's sole risk and expense after providing Suiteholder with fifteen (15) days within which to obtain its property first.
3. The right of refusal to renew shall be upon the same Terms and Conditions as are contained in this Lease, except that the annual payment for any additional Term entered pursuant to this paragraph shall be mutually agreed to by the Parties, and finally approved by the Albany County Legislature in accordance with County Law §215.

B. Except as hereinafter provided, Suiteholder shall have no right to assign this Lease or to sell or sublet all or any portion of the Suite. The County shall have the prior right of review of any proposed assignment or subletting of the entire Suite to an entity. In determining whether to consent to such proposed assignment or sublease, the County shall give primary consideration to the financial capability of the entity to which such assignment or sublease is proposed. If such financial capability is demonstrated, consent shall not be unreasonably withheld. Upon prior written notice, the Suiteholder may assign this Lease without County consent in the Event of a merger, consolidation, or sale of all or substantially all of the Suiteholder's assets where the assignment is made to the survivor of such merger or consolidation or the purchaser of such assets. If consent is given by the County to an assignment or subletting of this Suite or any interest therein, the County shall not be barred from subsequently refusing to consent to any further assignment or sublease. Any attempt to sell, assign or sublet in violation of this paragraph without County consent, shall be deemed a default, entitling the County to elect any remedy authorized by law or by the Terms of this Agreement. If the premises are occupied by anybody other than Suiteholder, and Suiteholder is in default hereunder, the County may collect all payments due and owing from the occupant; but no such collection shall be deemed a waiver of the covenant herein against assignment and subletting or the acceptance of such occupant as a Suiteholder or a release of Suiteholder from further performance of the covenant(s) herein contained.

C. No sale by Suiteholder of any tickets issued to it pursuant to Article 5 hereof is permissible; and any sale or attempted sale of such tickets by Suiteholder will be deemed to be a material breach of Suiteholder's obligations hereunder, and shall subject Suiteholder to the Termination provisions of Article 9 at the sole option of the County. The unauthorized sale of any tickets by agents, employees or guests of Suiteholder will not be deemed a material breach of the Lease subjecting Suiteholder to the Termination provisions of Article 9. Suiteholder reserves the right to distribute tickets for promotion, advertising or other similar purposes.

ARTICLE 12. RIGHT TO CURE; CONDITIONS OF LIABILITY; RIGHT TO SHOW PREMISES

A. In the Event Suiteholder breaches any covenant or condition of this Lease, the County may, upon thirty (30) day's prior notice to Suiteholder (except that no notice need be given in case of emergency), cure such breach at the expense of the Suiteholder. Any reasonable expenses incurred by the County or by SMG acting on the County's behalf to cure, shall be deemed additional rent and shall be payable on demand.

B. Suiteholder shall not be entitled to claim a constructive eviction from the premises unless the Suiteholder first notifies the County in writing of the condition or Conditions giving rise thereto, and, if the complaints be justified, the County fails within thirty (30) days after receipt of said notice to remedy such Conditions.

C. The County has the right to enter the Suite to show the premises to prospective lessees or sublessees.

ARTICLE 13. SUCCESSORS AND ASSIGNS

This Lease and the covenants and Conditions herein contained shall be binding upon, and inure to the benefit of, the Parties hereto, their respective heirs, devisees, personal representatives, and permitted successors and assigns. This Article shall not be construed to convey any right inconsistent with the Terms of Article 11 relative to assignment of this Lease or subletting of all or any portion of the Suite.

ARTICLE 14. HEADINGS; CONSTRUCTION

The headings appearing in this Lease are for the purpose of easy reference only and shall not be considered a part of this Lease or in any way to modify, to amend, or to affect the provisions hereof. This Lease shall be construed with equal weight for the rights of the Parties.

ARTICLE 15. ENTIRE AGREEMENT

The Parties agree that this Lease shall constitute the only Agreement between them relative to the Suite and that no oral statements and/or no prior written matter extrinsic to this instrument shall have any force or effect. This Lease shall not be modified except by writing subscribed by all Parties.

ARTICLE 16. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Lease shall be deemed properly given if, and only if delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

County of Albany	SMG	Suiteholder
County of Albany	SMG	KeyBank National Association
Department of Law	51 South Pearl Street	4910 Tiedeman
112 State Street, Rm. 600	Albany, New York 12207	Corporate Procurement
Albany, NY 12207		Mailcode: OH-01-51-0270
		Brooklyn, Ohio 44144
		and/or
		<u>Key_Procurement_Legal@Keybank.com</u>

ARTICLE 17. PARTIAL INVALIDITY

If any Term, part, provision, section, subdivision, paragraph or article of this Lease shall be held unconstitutional, invalid or ineffective, in whole or in part, by a court of competent jurisdiction, such determination shall not be deemed to invalidate the remaining Terms, parts, provisions, sections, subdivisions, paragraphs or articles hereof.

ARTICLE 18. MISCELLANEOUS

- A. This Lease shall be governed by the Laws of the State of New York.
- B. Notwithstanding any clauses to the contrary herein, any Suiteholder property brought into the Suite and not physically secured to said premises through normally accepted trade

methods of permanent installation shall not become the property of any entity other than the Suiteholder.

C. The County shall hold and save harmless the Suiteholders, their employees, officers, agents and guests from and indemnify it, or any of them against any and all liability of any kind whatsoever occasioned in, on, upon or about the Albany County Civic Center by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the County, SMG, their respective agents, employees, officers and guests, except for those persons admitted to the Suite by the Suiteholders. The County shall at its own cost and expense, defend and hold harmless the Suiteholders, their employees, officers, agents and guests against any and all such claims. The County hereby represents and warrants to the Suiteholder that the Albany County Civic Center is in and shall continue to be in compliance with all federal, state and local rules, regulations and law.

D. County and SMG individually represent, warrant and covenant that neither they, nor any of their agents, subcontractors, or employees performing services or supporting activities under this Lease are (i) an individual or entity that is listed in the annex to, or is otherwise subject to the prohibitions contained in, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 ("Executive Order") of the Office of Foreign Asset Control ("OFAC") regulations; (ii) an individual or entity with whom Suiteholder or any financial institution is prohibited from dealing or otherwise engaging in business under any U.S. law, regulation, executive order or list published by OFAC; or (iii) an individual or entity that is named on the current list of "Specially Designated Nationals and Blocked Persons" published by OFAC on its official website or any replacement website or other replacement official publication of such list. Currently, the lists of such persons or entities can include the following website: The Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control – Department of Treasury at <http://www.ustreas.gov/offices/enforcement/ofac/sdn/index.html>.

E. During the Term of this Agreement, either County or SMG shall immediately notify Suiteholder in writing if the representations and warranties contained in this provision are no longer true, in which case Suiteholder shall have the immediate right to terminate this Lease with no cure period applying and no further obligation or penalty.

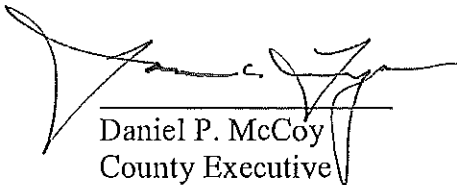
F. **Non-Discrimination.** The following is applicable to only those contracts that are performed in the United States. **To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. To the extent applicable, the employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract. The parties acknowledge that this is not a federal contract or a subcontract of a federal contract.**

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the day and year set forth below:

County of Albany

SMG

KeyBank National Association



Daniel P. McCoy
County Executive
or
Daniel C. Lynch
Deputy County Exec.

Dated: 4/18/2023

DocuSigned by:
Bob Belber
E9BECF89559A4FE
Robert H. Belber
G. M.

Dated: 4/13/2023

DocuSigned by:
HANCOCK, MICHAEL
608DE7A23844FE
Name: HANCOCK, MICHAEL
Title: VP - Procurement

Dated: 4/13/2023

DS
BSM

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

On the ____ day of _____, 2022, 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 8th day of April, 2022, 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.

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

NOTARY PUBLIC

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

On the 13th day of APRIL, 202³, before me, the undersigned, a notary public in and for the state personally appeared Robert H. Belber, G.M. of the T.U.Center, 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 whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC
GARY C. HOLLE
Notary Public, State of New York
No. 01HO6362978
Qualified in Albany County
Commission Expires Aug 14, 2025

STATE OF NEW YORK)

COUNTY OF _____) SS.:

On the ____ day of _____, 2022, before me, the undersigned, a notary public in and for the state, personally appeared _____, 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 whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, 2022, before me, the undersigned, a notary public in and for the state, personally appeared _____, 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 whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT "A"

SUITE NO. 15
CORPORATE SUITE FURNISHINGS

Finished and furnished Suite shall include:

- a. Wall to wall carpeting;
- b. Acoustical tile ceiling;
- c. Upholstered fabric stadium chairs with arms-seating areas to be raised for maximum visibility;
- d. Washroom containing appropriate amenities;
- e. Bar with wet sink;
- f. Television monitor bracketed from ceiling;
- g. Sliding glass window opening onto Arena;
- h. Telephone availability;
- i. Recessed step aisle lighting;
- j. Heating, ventilation, and air conditioning.

Any upgrading of the Suite finishings and furnishings desired by Suiteholder shall be at Suiteholder's sole expense and only with the prior written permission of the County, which shall not be unreasonably withheld. All such improvements, alterations or additions shall become the property of the County and shall remain on and be surrendered with the premises, as part thereof at the Termination of this Lease without disturbance, molestation, or injury.

Request for Contract Approval	
Contract #	2025-2982
Contract Type	CAB
Contract Action (New, Renewal, Amendment)	New
Procurement Type (Bid, RFP, Other)	Other
Department	MVP
Date submitted	07/09/25
Contact person	Bob Belber
Contact Phone	518-487-2008
Vendor	Trustco Bank
Estimated Amount	\$163,500.00
Estimated Term	09/01/25-08/31/28
Scope of Services	Renting Suite 11 @ MVP Arena
Budget Line Item	A27128-02451
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

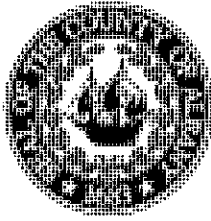
For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce Hidley
Albany County Clerk

Joanne Cunningham
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
MVP ARENA
51 SOUTH PEARL STREET
ALBANY, NEW YORK, 12207-2021
(518) 487-2000 - FAX (518) 487-2020
www.mvparena.com

ROBERT BELBER
GENERAL MANAGER

NATHAN SIMS
ASST GM & DIRECTOR
OF OPERATIONS

Date: June 20, 2025

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

Dear Chairwoman Cunningham:

Re: REQUEST FOR APPROVAL OF RENEWAL LEASE FOR SUITE # 11
TRUSTCO BANK.

Please see the Request for Legislative Action for the renewal of Suite # 11. This lease was under the name Trustco Bank.

The current lease expires on August 31, 2025. The new lease will be for a period/term of three years from September 1, 2025, through August 31, 2028.

The annual fees payable from the tenant equal - \$54,500.00. The total value of the lease over three years is - \$163,500.00.

The suite holder has paid a deposit in the amount of \$3,000 which will be applied towards the first year's payable rent.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bob Belber".

Robert Belber
General Manager

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



LETTER OF INTENT

BY

TRUSTCO BANK

FOR CORPORATE SUITE #11

The above-named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the MVP ARENA (hereafter the "MVP ARENA") and evidencing our support of this facility by this *Letter of Intent*.

This *Letter of Intent* demonstrates our intention to lease one of the MVP ARENA Private Corporate Suites, namely Suite #11 (hereafter the Suite). The cost to lease one of these suites will be FIFTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$54,500.00) per contract year for a three (3) year term. The lease term is September 1, 2025, to August 31, 2028. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Sixteen (16) passes will be provided at no charge for all Albany Firebirds arena football, Albany FireWolves lacrosse, and Siena College men's basketball home games. Sixteen (16) passes will also be provided for every ticketed event at the MVP ARENA in each contract year with the exception of the NCAA events. Suite tickets for NCAA championship events can be purchased by the Suite holder.

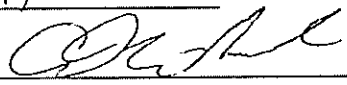
Furthermore, each SUITE holder will be entitled to purchase up to sixteen (16) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to eight (8) additional "outside" seats.

To further solidify this *Letter of Intent*, a non-refundable deposit of \$3,000.00 (THREE THOUSAND) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.



Letter of Intent
TRUSTCO BANK
Suite #11
Page 2

Date: 5/1/2025

Signature: 

Name (Print): Adam Rosolen

Title: Vice President

 **TRUSTCO
BANK®**

Your HomeTown Bank

P.O. Box 1082 • Schenectady, New York 12301

No. 386378

Three Thousand and 00/100

DATE
5/29/2025

AMOUNT
\$3,000.00

PAY TO THE ORDER OF: MVP ARENA
51 SOUTH PEARL STREET
ALBANY NY 12207

TRUSTCO BANK

AUTHORIZED SIGNATURE

⑈ 386378 ⑈ ⑆ 021300912⑆

0014559⑈

RESOLUTION NO. 307

AUTHORIZING A LEASE AGREEMENT WITH TRUSTCO BANK
REGARDING SUITE NO. 11 AT THE MVP ARENA

Introduced: 9/12/22

By Public Works Committee:

WHEREAS, The General Manager of the MVP Arena has indicated that Trustco Bank has an interest in renewing its lease agreement for Corporate Suite No. 11 at the MVP Arena, and

WHEREAS, The Suite-holder will be credited in the amount of \$4,250 for payments made during the period from April 2020 through April 2021 due to the closure of the MVP Arena caused by the COVID-19 pandemic, and

WHEREAS, Annual payments are to be made as follows: \$46,750 for year one, \$51,000 for year two, and \$51,000 for year three for a total amount of \$148,750, and

WHEREAS, The Suite-holder will also be responsible for sales tax on tickets to sporting events and cable TV monthly charges as well as any catered food they purchase through Aramark at the MVP Arena, and

WHEREAS, The term of said lease agreement shall be for three years, commencing September 1, 2022 and ending on August 31, 2025, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a three-year lease agreement with Trustco Bank, Glenville, NY 12302 to lease Corporate Suite No. 11 at the MVP Arena in the amount of \$148,750 for the term commencing September 1, 2022 and ending August 31, 2025, and, be it further

RESOLVED, That the County Attorney is authorized to approve said lease agreement as to form and content prior to the execution thereof, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote - 9/12/22

State of New York
County of Albany

This is to certify that I, the undersigned, Deputy Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 12th day of September, 2022, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 16th day of September, 2022.

A handwritten signature in cursive script, appearing to read "Robert T. Deane", is written over a horizontal line.

Deputy Clerk, Albany County Legislature

CORPORATE SUITE LEASE
between
THE COUNTY OF ALBANY
and
TRUSTCO BANK

Lease Authorization: Resolution No.: 307 for 2022

This is an Agreement to lease ("Lease") a suite at the Albany County Civic Center, currently known as the MVP Arena. by and between; the County of Albany, a municipal corporation organized and existing under the laws of New York State, with offices located at 112 State Street, Albany, New York 12207 (hereinafter referred to as "County") SMG, as managing agent of the MVP Arena with offices located at 51 South Pearl Street, Albany, New York 12207 (hereinafter "SMG") and Trustco Bank with offices located at 5 Sarnowski Drive Glenville, New York 12302 (hereinafter referred to as "Suiteholder").

WHEREAS, the County has available for lease certain private enclosed suites at its civic center; and

WHEREAS, Suiteholder proposes to lease one suite; and

WHEREAS, the Albany County Legislature by Resolution No. 307 for 2022 has authorized the County Executive to enter into this Lease Agreement;

NOW, THEREFORE, the County, SMG and Suiteholder, intending to be legally bound hereby, mutually agree as follows:

ARTICLE 1. LEASED PREMISES: SUITE

The County hereby leases to Suiteholder and Suiteholder hereby agrees to lease from County, Suite No. 11 (the "Suite") as more specifically described in Exhibit "A" for Suiteholder's use during the lease term.

ARTICLE 2. TERM

The term of this Lease shall be for a period of three (3) years, commencing on September 1, 2022 and ending on August 31, 2025. At the expiration of the term, Suiteholder shall return the suite to the County broom clean and without damage, reasonable wear and tear excepted. Any and all permanent fixtures and structural improvements provided by Suiteholder shall become the property of the County without any reimbursement by or cost to the County.

ARTICLE 3. PAYMENT

Suiteholder agrees to pay to the county the minimum fixed rent, and all other sums due and payable to the county pursuant to this agreement as additional rent, as follows:

A. The Suiteholder agrees to pay to the county during the three-year term of this Lease the sum of ONE HUNDRED FIFTY THREE THOUSAND AND 00/100 DOLLARS (\$153,000.00).

B. The annual rental payments totaling FIFTY ONE THOUSAND AND 00/100 (\$51,000.00) DOLLARS due hereunder shall be made as follows:

1. The County and SMG acknowledge a credit due to Suiteholder in the amount of FOUR THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$4,250.00) for payments made and accepted during a closure period of the Arena.

2. FORTY SIX THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$46,750.00) due on or before lease execution for the first year (2022) of the lease agreement.

3. FIFTY ONE THOUSAND AND 00/100 DOLLARS (\$51,000.00) due on or before September 1 during each subsequent contract year of the lease agreement.

C. The foregoing payment installments are solely for the Suiteholder's convenience. Any default in payment of installments set forth herein shall provide the County the right to elect, in addition to and not to the exclusion of any other remedy allowed by law:

1. To accelerate the whole of the amount set forth in Paragraph A above for the whole of the Lease term remaining, which amount shall become at once due and payable without notice or demand, and/or
2. To withhold providing the Suiteholder with tickets and parking tickets to all events until such time as the co-tenant is no longer in default of its payment obligations.

D. The term "Contract Year" as used herein, shall mean any year during the term hereof commencing on September 1, and ending the following August 31.

E. The Suiteholder shall pay any and all sales tax, if any, determined by the New York State Department of Taxation and Finance to be due and payable under the terms of this Lease.

F. A flat screen TV and cable access is provided in each suite. A current charge of \$20.00 per month is billed for cable service.

G. A telephone is provided in each Suite. Suiteholder will be billed a monthly fee of \$32.00 and for any long distance calls made from the telephone.

ARTICLE 4. OBLIGATIONS OF THE COUNTY

The County agrees to provide the following services and rights to Suiteholder with respect to the said Suite:

A. Suiteholder shall be entitled to the sole and exclusive use of the said Suite during all ticketed events throughout the term of this Lease, subject to the terms and conditions contained herein, with the exception of events and tournaments of the National Collegiate Athletic Association (NCAA). Suite tickets for NCAA events may be purchased by the Suiteholder at the sole expense of the Suiteholder. Notwithstanding any other provision to the contrary, if the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite to any NCAA event, the County shall have the right to assign the Suite during such NCAA events or retain the Suite for County use during such NCAA events without compensation to the Suiteholder. With the aforementioned exception for NCAA events for which the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite, the County agrees, that so long as Suiteholder is not in default of any of the terms and conditions of this Lease, no other person or entity shall be permitted to use the Suite for any purpose at any time during the term of the Lease without each co-tenant's prior consent.

B. Suiteholder shall have the opportunity to purchase up to sixteen (16) tickets for seats in preferred locations outside the Suite for all ticketed events presented in the Arena for the duration of this Lease, except that for certain events in the discretion of SMG, the Suiteholder may be limited to eight (8) tickets in preferred locations outside of the Suite. Tickets for all Arena events purchased hereunder shall be at the sole expense of the Suiteholder. The price of such tickets shall be the price set for the seats in the row directly in front of the Suite.

C. Suiteholder shall receive during each contract year four (4) free reserved parking places in the adjoining parking garage for each and every ticketed event held at the Arena, except for NCAA Tournaments or Events. Parking for NCAA Tournaments and Events may be purchased separately at the sole expense of the Suiteholder.

D. Custodial cleaning of Suite after events and annual "spring cleaning."

E. Said suite shall accommodate sixteen (16) persons and shall be serviced and furnished as provided herein and in Exhibit "A" annexed hereto and made a part hereof.

F. The operational and management obligations of the County under this Lease will be implemented and administered by SMG.

ARTICLE 5. USE OF SUITE

A. Suiteholder shall use and occupy the Suite solely for the observance of events at the Arena in accordance with the terms of this Lease and such other written rules and regulations as the County may promulgate from time to time. Suiteholder's rights to use the Suite during all events throughout the term of this Lease shall be subject at all times to all of the terms and conditions contained herein.

B. Suiteholder's right of access to the Suite for any event shall be solely by presentation of tickets for such event, it being understood that the County shall furnish to Suiteholder the tickets for each event, such tickets to be made available by the County to Suiteholder prior to each event in accordance with procedures established by the County, subject to the terms and conditions set forth in this Lease.

C. Suiteholder shall not sell any food or beverages whatsoever in the Suite. Any food, or beverage used or required in the Suite shall be obtained from Aramark Corporation, or a concessionaire designated by the County, and Suiteholder shall promptly pay all bills for food, beverages and services furnished, sold or rendered to Suiteholder in connection with Suiteholder's use of this Suite. Notwithstanding the foregoing, Suiteholder shall have the right to bring or cause to be brought nonalcoholic beverages into the Suite for its own use or the use of its invitees provided that beverages shall not be brought into the Suite for the purpose of resale to the public and may not be provided by an outside caterer.

D. Suiteholder and Suiteholder's guests shall at all times maintain proper decorum while using the Suite and shall not attach or display any sign, advertisements or notices in or around the Suite without the prior written consent of the County, which consent shall not be unreasonably withheld.

E. Suiteholder and Suiteholder's guests shall comply with all applicable governmental laws and orders, including but not limited to all laws and orders governing smoking in public place. Suiteholder and Suiteholder's guests shall comply with all rules promulgated by the County relating to the use and occupancy of the Suite to the extent consistent with the rights of Suiteholder under this Lease.

F. Any changes or upgrading of the Suite's finishings and/or furnishings shall be solely at Suiteholder's expense and only with prior written permission of the County, which permission shall not be unreasonably withheld.

G. Suiteholder shall commit no waste of the leased premises and agrees to take good care of the premises, the fixtures and appurtenances.

ARTICLE 6. RIGHT OF ENTRY

The County and its employees and agents shall have the right to enter Suiteholder's leased premises for: (a) the performance of the duties required to be performed by the County hereunder, and for any and all purposes related thereto, and (b) to investigate any suspected violations of the provisions of this Lease, County rules, and/or any applicable governmental laws, orders, codes or regulations.

ARTICLE 7. INSURANCE.

A. Suiteholder, at its own expense, shall maintain and keep in effect, with insurance companies acceptable to the County, insurance hereinafter specified, with respect to Suiteholder's obligations under this Lease. Suiteholder shall provide the County annually with a certificate of insurance at least ten (10) days prior to the commencement of the contract year evidencing Suiteholder's payment for a comprehensive general liability policy covering bodily injury, property damage, personal injury and products liability coverage in the amount of at least ONE MILLION (\$1,000,000) DOLLARS per occurrence, including fire legal liability coverage in the amount of FIFTY THOUSAND (\$50,000) DOLLARS per occurrence. The insurance shall (a) name the County of Albany, State of New York, New York State Urban Development Corporation, SMG, MVP Health Care, as additional, co-insureds as their interest may appear, and (b) provide that the policy(ies) shall remain in full force and effect notwithstanding that the insured has waived his right of action against any party prior to the occurrence of a loss.

B. In the event Suiteholder fails to maintain and keep such insurance in effect, the County has the option to elect against such Suiteholder that fails to obtain and/or maintain insurance as required herein, (A) to treat such breach as a default and terminate any/or all Suiteholder's rights under this Lease in accordance with Article 9 of this agreement, (B) to cure such breach on reasonable notice to the Suiteholder, at the expense of such Suiteholder, and such Suiteholder shall be liable for the reasonable amount of all expenses incurred by the County in curing the breach on Suiteholder's behalf, which shall be payable to the County on demand as additional rent, or (C) to withhold providing Suiteholder with tickets and parking passes to all events until such time as Suiteholder has provided the County with proof, acceptable to the County, that insurance is in full force and effect.

ARTICLE 8. FORCE MAJEURE

It is understood and agreed that the County shall not be responsible to Suiteholder (through a refund of rent or otherwise) for the cancellation or non-performance of any events scheduled at the Arena due to any cause or circumstances beyond the County's control. Suiteholder shall have no claim against the County for any abatement of rent, nor shall the same constitute a constructive or partial eviction, unless the same is continuing for a period of one (1) month.

ARTICLE 9. DEFAULT AND TERMINATION

A. In addition to any other remedy to which the County may be entitled by law or as set forth in this Lease, in the event Suiteholder fails to promptly and timely make the payments required hereunder or otherwise breaches any of the terms and conditions herein contained or any rules promulgated hereunder, the County shall have the right to cancel this Lease on fifteen (15) days prior written notice, subject to the right of Suiteholder to cure such breach within said period, with the exception of any violation by Suiteholder of the provisions of Art. 11-B and/or C which violations Suiteholder shall not have the right to cure. All rights of Suiteholder under this Lease shall then terminate and the County shall have no further obligation of any kind to

Suiteholder and the County shall have the right to exclude Suiteholder from the Suite. In the event of termination, any advance rentals held by the County may be applied by the County to any obligation of the Suiteholder for the use of the Suite. Notwithstanding any exclusion under this Lease, the liability of Suiteholder for payments owed to the County in the form of rent and additional rent, shall not be extinguished for the balance of the term hereof and Suiteholder shall pay the County any deficiency arising from non-payment of such Suiteholder, including any deficiency resulting from reletting of the premises at a reduced rate. Further, the County shall have the right to relet Suiteholder's interest under this Lease and terminate Suiteholder's right under this Lease. Any re-letting of the premises upon termination, eviction, or re-entry shall be solely on Suiteholder's behalf and shall not be deemed to be the County's acceptance of Suiteholder's surrender of the premises. Any deficiencies arising from the re-letting shall be due from the defaulting Suiteholder on the first day of each of the following years for the remainder of the term.

B. In addition to any other remedy allowed by law or by this Lease, in the event either Suiteholder is in default of any obligation set forth in this Lease, the County retains the option to withhold providing a defaulting Suiteholder with event tickets and parking tickets until any breach or default is cured. Additionally, the County may also sue the defaulting Suiteholder each year for all payments due under this Lease until the end of the term.

ARTICLE 10. WAIVER, INDEMNIFICATION AND DAMAGE

A. The failure of any party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition or option in any other instance.

B. The County shall not be responsible for theft or any other loss or disappearance of any of the property of Suiteholder or its guests except if caused by the negligent act, omission or misconduct by the County, its employees or agents.

C. Suiteholder shall hold and save the County of Albany, State of New York, New York State Urban Development Corporation, MVP Health Care, and SMG, their officers, employees, and agents harmless from and indemnify them against any and all liability of any kind whatsoever occasioned within the Suite or ways or walks immediately adjacent thereto by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the Suiteholder or any of its officers, agents, representatives, guests, employees, invitees or any other persons admitted by the Suiteholder upon the premises except County or facility employees in the performance of their official duties. Suiteholder shall, at its own cost and expense, defend and protect the County, New York State Urban Development Corporation, MVP Health Care and SMG, their officers, employees and agents against any and all such claims or demands.

D. Suiteholder shall reimburse County for any destruction of or damage to the Suite or any County property caused by Suiteholder or Suiteholder's employees, guests and/or invitees.

E. If the Suite is destroyed or is substantially damaged by elements or fire or other casualty so as to become untenable, and the County elects to restore the Suite or repair such damage, this Lease shall remain in full force and Suiteholder shall be entitled to be reimbursed for the period the Suite is untenable. However, no such reimbursement shall be allowed if Suiteholder or Suiteholder's guests caused the destruction or damage. If the County does not elect, as aforesaid, to restore or repair the Suite within a reasonable period of time, the County shall have the right, to be exercised by notice in writing, delivered to Suiteholder within ninety (90) days from and after said occurrence, to terminate this Lease, and the tenancy hereby created shall cease as of the date of said occurrence, with rent to be adjusted as of the date of such occurrence.

ARTICLE 11. RENEWAL; ASSIGNMENT OR SUBLETTING; SALE OF PASSES

A. Renewal of Agreement

1. Upon expiration of the original term of this Lease (and upon expiration of any extended term or terms, arising pursuant to the provisions of this subparagraph) pursuant to County Law §215, the County shall grant to the Suiteholder the right of first refusal to enter into a new lease with respect to the Suite held by the Suiteholder.
2. The of first refusal shall be exercised by the Suiteholder, if at all, by written notice to the County at least one hundred and twenty (120) days prior to the expiration of the original term (or any such extended term) as provided. If Suiteholder does not timely notify the County, this Lease shall terminate at the conclusion of the original term or such extended term, as the case may be, and the County shall be free to lease the Suite to any party, commencing on the next following September 1st, it being understood that said first right of refusal, if not affirmatively exercised as aforesaid for any next succeeding term, lapses as to all subsequent terms. All property remaining on the premises after the last day of the term shall be conclusively deemed abandoned and may be removed by the County at the Suiteholder's expense. The County may also have any such property stored at the Suiteholder's sole risk and expense.
3. The right of refusal to renew shall be upon the same terms and conditions as are contained in this Lease, except that the annual payment for any additional term entered pursuant to this paragraph shall be mutually agreed to by the Parties, and finally approved by the Albany County Legislature in accordance with County Law §215.

B. Except as hereinafter provided, Suiteholder shall have no right to assign this Lease or to sell or sublet all or any portion of the Suite. The County shall have the prior right of review of any proposed assignment or subletting of the entire Suite to an entity. In determining whether to consent to such proposed assignment or sublease, the County shall give primary consideration to the financial capability of the entity to which such assignment or sublease is proposed. If such financial capability is demonstrated, consent shall not be unreasonably withheld. Upon prior

written notice, the Suiteholder may assign this Lease without County consent in the event of a merger, consolidation, or sale of all or substantially all of the Suiteholder's assets where the assignment is made to the survivor of such merger or consolidation or the purchaser of such assets. If consent is given by the County to an assignment or subletting of this Suite or any interest therein, the County shall not be barred from subsequently refusing to consent to any further assignment or sublease. Any attempt to sell, assign or sublet in violation of this paragraph without County consent, shall be deemed a default, entitling the County to elect any remedy authorized by law or by the terms of this agreement. If the premises are occupied by anybody other than Suiteholder, and Suiteholder is in default hereunder, the County may collect all payments due and owing from the occupant; but no such collection shall be deemed a waiver of the covenant herein against assignment and subletting or the acceptance of such occupant as a Suiteholder or a release of Suiteholder from further performance of the covenant(s) herein contained.

C. No sale by Suiteholder of any tickets issued to it pursuant to Article 5 hereof is permissible; and any sale or attempted sale of such tickets by Suiteholder will be deemed to be a material breach of Suiteholder's obligations hereunder, and shall subject Suiteholder to the termination provisions of Article 9 at the sole option of the County. The unauthorized sale of any tickets by agents, employees or guests of Suiteholder will not be deemed a material breach of the lease subjecting Suiteholder to the termination provisions of Article 9. Suiteholder reserves the right to distribute tickets for promotion, advertising or other similar purposes.

ARTICLE 12. RIGHT TO CURE; CONDITIONS OF LIABILITY; RIGHT TO SHOW PREMISES.

A. In the event Suiteholder breaches any covenant or condition of this Lease, the County may, on reasonable notice to Suiteholder (except that no notice need be given in case of emergency), cure such breach at the expense of the Suiteholder. Any reasonable expenses incurred by the County or by SMG acting on the County's behalf to cure, shall be deemed additional rent and shall be payable on demand.

B. Suiteholder shall not be entitled to claim a constructive eviction from the premises unless the Suiteholder first notifies the County in writing of the condition or conditions giving rise thereto, and, if the complaints be justified, the County fails within thirty (30) days after receipt of said notice to remedy such conditions.

C. The County has the right to enter the Suite to show the premises to prospective lessees or sublessees.

ARTICLE 13. SUCCESSORS AND ASSIGNS

This Lease and the covenants and conditions herein contained shall be binding upon, and inure to the benefit of, the Parties hereto, their respective heirs, devisees, personal representatives, and permitted successors and assigns. This Article shall not be construed to convey any right inconsistent with the terms of Article 11 relative to assignment of this lease or subletting of all or any portion of the Suite.

ARTICLE 14. HEADINGS; CONSTRUCTION

The headings appearing in this Lease are for the purpose of easy reference only and shall not be considered a part of this Lease or in any way to modify, to amend, or to affect the provisions hereof. This Lease shall be construed with equal weight for the rights of the Parties.

ARTICLE 15. ENTIRE AGREEMENT

The Parties agree that this Lease shall constitute the only agreement between them relative to the Suite and that no oral statements and/or no prior written matter extrinsic to this instrument shall have any force or effect. This Lease shall not be modified except by writing subscribed by all Parties.

ARTICLE 16. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Lease shall be deemed properly given if, and only if delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

County of Albany	SMG	Suiteholder
County of Albany	SMG	Trustco Bank
Department of Law	51 South Pearl Street	5 Sarnowski Drive
112 State Street, Rm. 600	Albany, New York 12207	Glenville, New York 12302
Albany, New York 12207		

ARTICLE 17. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, paragraph or article of this Lease shall be held unconstitutional, invalid or ineffective, in whole or in part, by a court of competent jurisdiction, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, paragraphs or articles hereof.

ARTICLE 18. MISCELLANEOUS

A. This Lease shall be governed by the Laws of the State of New York.

B. Notwithstanding any clauses to the contrary herein, any Suiteholder property brought into the Suite and not physically secured to said premises through normally accepted trade methods of permanent installation shall not become the property of any entity other than the Suiteholder.

C. The County shall hold and save harmless the Suiteholders, their employees, officers, agents and guests from and indemnify it, or any of them against any and all liability of any kind

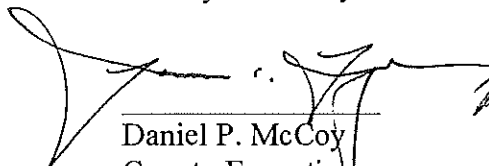
whatsoever occasioned in, on, upon or about the Albany County Civic Center by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the County, SMG, their respective agents, employees, officers and guests, except for those persons admitted to the Suite by the Suiteholders. The County shall at its own cost and expense, defend and hold harmless the Suiteholders, their employees, officers, agents and guests against any and all such claims. The County hereby represents and warrants to the Suiteholders that the Albany County Civic Center is in and shall continue to be in compliance with all federal, state and local rules, regulations and law.

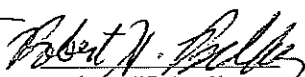
IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the day and year set forth below.

County of Albany

SMG

Trustco Bank


Daniel P. McCoy
County Executive
or, Daniel C, Lynch


Robert H. Belber
G. M.


J.R. George

Dated: 1/9/2023

Dated: 12/13/22

Dated: 12/1/22

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

On the ____ day of _____, 2022, 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 9th day of January, 2022, 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.

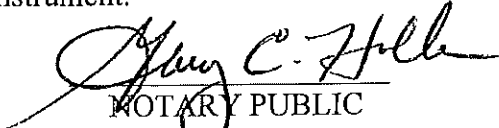
S

NOTARY PUBLIC

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

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

On the 13th day of DECEMBER, 2022, before me, the undersigned, a notary public in and for the state personally appeared Robert H. Belber, G.M. of the MVP Arena, 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 whose behalf the individual acted, executed the instrument.



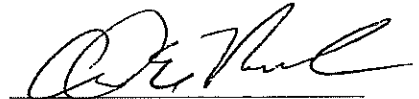
NOTARY PUBLIC
GARY C. HOLLE
Notary Public, State of New York
No. 01HO6362978
Qualified in Albany County
Commission Expires Aug 14, 2025

STATE OF NEW YORK)

COUNTY OF Schenectady) SS.:

On the 1 day of December, 2022, before me, the undersigned, a notary public in and for the state, personally appeared Mr George, 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 whose behalf the individual acted, executed the instrument.

ADAM E. ROSELAN
Notary Public in the State of New York
Qualified in Schenectady County No. 01RO6161873
My Commission Expires February 26, 2023


NOTARY PUBLIC

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

On the ____ day of _____, 2022, before me, the undersigned, a notary public in and for the state, personally appeared _____, 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 whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT "A"
SUITE NO. 11
CORPORATE SUITE FURNISHINGS

Finished and furnished Suite shall include:

- a. Wall to wall carpeting;
- b. Acoustical tile ceiling;
- c. Upholstered fabric stadium chairs with arms-seating areas to be raised for maximum visibility;
- d. Washroom containing appropriate amenities;
- e. Bar with wet sink;
- f. Television monitor bracketed from ceiling;
- g. Sliding glass window opening onto auditorium;
- h. Telephone availability;
- i. Recessed step aisle lighting;
- j. Heating, ventilation, and air conditioning.

Any upgrading of the Suite finishings and furnishings desired by Suiteholder shall be at Suiteholder's sole expense and only with the prior written permission of the County, which shall not be unreasonably withheld. All such improvements, alterations or additions shall become the property of the County and shall remain on and be surrendered with the premises, as part thereof at the termination of this Lease without disturbance, molestation, or injury.

Request for Contract Approval	
Contract #	2025-2983
Contract Type	CAB
Contract Action (New, Renewal, Amendment)	New
Procurement Type (Bid, RFP, Other)	Other
Department	MVP
Date submitted	07/09/25
Contact person	Bob Belber
Contact Phone	518-487-2008
Vendor	Orthopedics NY, LLP
Estimated Amount	\$163,500.00
Estimated Term	09/01/25-08/31/28
Scope of Services	Renting Suite 6 @ MVP Arena
Budget Line Item	A27128-02451
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 Hidley
Albany County Clerk

Joanne Cunningham
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
MVP ARENA
51 SOUTH PEARL STREET
ALBANY, NEW YORK, 12207-2021
(518) 487-2000 - FAX (518) 487-2020
www.mvparena.com

ROBERT BELBER
GENERAL MANAGER

NATHAN SIMS
ASST GM & DIRECTOR
OF OPERATIONS

Date: May 15, 2025

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

Dear Chairwoman Cunningham:

Re: REQUEST FOR APPROVAL OF RENEWAL LEASE FOR SUITE # 6 – ORTHOPEDICS NY LLP

Please see the Request for Legislative Action for the renewal of the Suite # 6 – Orthopedics NY LLP lease. The current lease expires on August 31, 2025. The new lease will be for a period/term of three years from September 1, 2025 through August 31, 2028.

The annual fees payable from the tenant equal - \$54,500.00. The total value of the lease over three years is - \$163,500.00. This tenant has been a suite holder for decades. The medical practice is known to be one of the best in the community.

The suite holder has paid a deposit in the amount of \$3,000 which will be applied towards the first year's payable rent.

Thank you for your approval of this lease.

Sincerely,

Robert Belber
General Manager

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



LETTER OF INTENT

BY

ORTHOPEDICSNY, LLP

FOR CORPORATE SUITE #6

The above-named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the MVP ARENA (hereafter the "MVP ARENA") and evidencing our support of this facility by this *Letter of Intent*.

This *Letter of Intent* demonstrates our intention to lease one of the MVP ARENA Private Corporate Suites, namely Suite #6 (hereafter the Suite). The cost to lease one of these suites will be FIFTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$54,500.00) per contract year for a three (3) year term. The lease term is October 1, 2025, to September 30, 2028. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Sixteen (16) passes will be provided at no charge for all Albany Firebirds arena football, Albany FireWolves lacrosse, and Siena College men's basketball home games. Sixteen (16) passes will also be provided for every ticketed event at the MVP ARENA in each contract year with the exception of the NCAA events. Suite tickets for NCAA championship events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to sixteen (16) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to eight (8) additional "outside" seats.

To further solidify this *Letter of Intent*, a non-refundable deposit of \$3,000.00 (THREE THOUSAND AND 00/100 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.



Letter of Intent
ORTHOPEDICSNY, LLP
Suite #6
Page 2

Date: 05/13/25

Signature: *Graham Goffin*

Name (Print): Graham Goffin

Title: Sr. Director, Finance and Accounting

Remittance Info: Inv ARIV0000723

OrthoNY
30 Century Hill Drive, Suite 105
Latham, NY 12110
5184892663

JPMorgan Chase Bank, N.A.
Verify: 888-237-9615
90-7162/3222

99108611

4/25/2025

PAY TO THE ORDER OF MVP ARENA

\$ 3000.00

Three Thousand and 00/100

DOLLAR

VOID AFTER 90 DAYS



7_1535
MVP ARENA
51 S PEARL ST
ALBANY, NY 12207-1527

John R. Kelly
Bill.com, LLC, Issuer

9910861174 322271627 215376176

From: OrthoNY
Pay To: MVP ARENA

Date: 4/25/2025

Check #: 9910861174

Invoice Number

Bill Amount

Bill Payment Amount

ARIV0000723

\$3,000.00

\$3,000.00

Total

\$3,000.00

**Get paid up to
7 days earlier
with BILL!**

Easily create your account and
get paid electronically.

Scan the QR code to get started



OR

Go to bill.com/epay and enter this
code:

oqk02io4

MVP ARENA SM

MVP Arena
51 S Pearl St
Albany, NY 12207
USA

Invoice

Invoice number: ARIV0000723
Date: 03/30/2025
Payment: Due upon receipt
Due date: 04/30/2025
Invoice account: 058209
Customer PO:

Bill to:

ORTHONY
Attn: Jonathan Galoor, 30 Century Hill Dr
ALBANY, NY 12205
USA

Description	Quantity	Unit price	Net amount
Letter of Intent Deposit for Suite 6 for term 10/1/25-9/30/28	1.00	0.00	3,000.00

Grand Total	3,000.00
Currency	USD

Remittance Instructions:

For further assistance please contact the finance department.

Please Mail Checks To:

MVP Arena
51 S Pearl St
Albany, NY 12207
USA

Electronic Payments To:

Click or tap here to enter text.

FON 23-2511871



RESOLUTION NO. 272

AUTHORIZING A LEASE AGREEMENT WITH ORTHOPEDICS NY, LLC
REGARDING SUITE NO. 6 AT THE MVP ARENA

Introduced: 8/8/22

By Public Works Committee:

WHEREAS, The General Manager of the MVP Arena has indicated that Orthopedics NY, LLC has an interest in renewing its lease agreement for Corporate Suite No. 6 at the MVP Arena, and

WHEREAS, Annual payments are \$51,000, and the Suite holder will be credited in the amount of \$55,250 for payments made during the months of April 2020 through April 2021 due to the closure of the MVP Arena caused by the COVID-19 pandemic, and

WHEREAS, The Suite holder will also be responsible for sales tax on tickets to sporting events and cable TV monthly charges as well as any catered food they purchase through Aramark at the MVP Arena, and

WHEREAS, The term of said agreement to lease Suite No. 6 shall be for three years commencing October 1, 2022 and ending on September 30, 2025, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a three-year lease agreement with Orthopedics NY, LLC, Albany, NY 12207 to lease Corporate Suite No. 6 at the MVP Arena in the amount of \$153,000 for the term commencing October 1, 2022 and ending September 30, 2025, and, be it further

RESOLVED, That the County Attorney is authorized to approve said lease agreement as to form and content prior to the execution thereof, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 8/8/22

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 8th day of August, 2022, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 9th day of August, 2022.

N. eade Chambers
Clerk, Albany County Legislature

CORPORATE SUITE LEASE
between
THE COUNTY OF ALBANY
and
ORTHOPEDICSNY, LLP

Lease Authorization: Resolution No.: 272 for 2022

This is an Agreement to lease ("Lease") a suite at the Albany County Civic Center, currently known as the MVP Arena, by and between; the County of Albany, a municipal corporation organized and existing under the laws of New York State, with offices located at 112 State Street, Albany, New York 12207 (hereinafter referred to as "County") SMG, as managing agent of the MVP Arena with offices located at 51 South Pearl Street, Albany, New York 12207 (hereinafter "SMG") and OrthopedicsNY, LLP with offices located at 121 Everett Road, Albany, New York 12211 (hereinafter referred to as "Suiteholder").

WHEREAS, the County has available for lease certain private enclosed suites at its civic center; and

WHEREAS, Suiteholder proposes to lease one suite; and

WHEREAS, the Albany County Legislature by Resolution No. 272 for 2022 has authorized the County Executive to enter into this Lease Agreement;

NOW, THEREFORE, the County, SMG and Suiteholder, intending to be legally bound hereby, mutually agree as follows:

ARTICLE 1. LEASED PREMISES: SUITE

The County hereby leases to Suiteholder and Suiteholder hereby agrees to lease from County, Suite No. 6 (the "Suite") as more specifically described in Exhibit "A" for Suiteholder's use during the lease term.

ARTICLE 2. TERM

The term of this Lease shall be for a period of three (3) years, commencing on October 1, 2022 and ending on September 30, 2025. At the expiration of the term, Suiteholder shall return the suite to the County broom clean and without damage, reasonable wear and tear excepted. Any and all permanent fixtures and structural improvements provided by Suiteholder shall become the property of the County without any reimbursement by or cost to the County.

ARTICLE 3. PAYMENT

Suiteholder agrees to pay to the county the minimum fixed rent, and all other sums due and payable to the county pursuant to this agreement as additional rent, as follows:

A. The Suiteholder agrees to pay to the county during the three-year term of this Lease the sum of ONE HUNDRED FIFTY THREE THOUSAND AND 00/100 DOLLARS (\$153,000.00).

B. The annual rental payments totaling FIFTY ONE THOUSAND AND 00/100 (\$51,000.00) DOLLARS due hereunder shall be made as follows:

1. The County and SMG acknowledge a credit due to Suiteholder in the amount of FIFTY FIVE THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$55,250.00) for payments made and accepted during a closure period of the Arena.

2. FORTY SIX THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$46,750.00) due on or before October 1, 2023.

3. FIFTY ONE THOUSAND AND 00/100 DOLLARS (\$51,000.00) due on or before October 1 during each subsequent contract year of the lease agreement.

C. The foregoing payment installments are solely for the Suiteholder's convenience. Any default in payment of installments set forth herein shall provide the County the right to elect, in addition to and not to the exclusion of any other remedy allowed by law:

1. To accelerate the whole of the amount set forth in Paragraph A above for the whole of the Lease term remaining, which amount shall become at once due and payable without notice or demand, and/or
2. To withhold providing the Suiteholder with tickets and parking tickets to all events until such time as the Suiteholder is no longer in default of its payment obligations.

D. The term "Contract Year" as used herein, shall mean any year during the term hereof commencing on October 1, and ending the following September 30.

E. The Suiteholder shall pay any and all sales tax, if any, determined by the New York State Department of Taxation and Finance to be due and payable under the terms of this Lease.

F. A flat screen TV and cable access is provided in each suite. A monthly charge is billed for cable service.

G. A telephone is provided in each Suite. Suiteholder will be billed for any long distance calls made from the telephone.

ARTICLE 4. OBLIGATIONS OF THE COUNTY

The County agrees to provide the following services and rights to Suiteholder with respect to the said Suite:

A. Suiteholder shall be entitled to the sole and exclusive use of the said Suite during all ticketed events throughout the term of this Lease, subject to the terms and conditions contained herein, with the exception of events and tournaments of the National Collegiate Athletic Association (NCAA). Suite tickets for NCAA events may be purchased by the Suiteholder at the sole expense of the Suiteholder. Notwithstanding any other provision to the contrary, if the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite to any NCAA event, the County shall have the right to assign the Suite during such NCAA events or retain the Suite for County use during such NCAA events without compensation to the Suiteholder. With the aforementioned exception for NCAA events for which the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite, the County agrees, that so long as Suiteholder is not in default of any of the terms and conditions of this Lease, no other person or entity shall be permitted to use the Suite for any purpose at any time during the term of the Lease without each co-tenant's prior consent.

B. Suiteholder shall have the opportunity to purchase up to sixteen (16) tickets for seats in preferred locations outside the Suite for all ticketed events presented in the Arena for the duration of this Lease, except that for certain events in the discretion of SMG, the Suiteholder may be limited to eight (8) tickets in preferred locations outside of the Suite. Tickets for all Arena events purchased hereunder shall be at the sole expense of the Suiteholder.

C. Suiteholder shall receive during each contract year four (4) free reserved parking places in the adjoining parking garage for each and every ticketed event held at the Arena, except for NCAA Tournaments or Events. Parking for NCAA Tournaments and Events may be purchased separately at the sole expense of the Suiteholder.

D. Custodial cleaning of Suite after events and annual "spring cleaning."

E. Said suite shall accommodate sixteen (16) persons and shall be serviced and furnished as provided herein and in Exhibit "A" annexed hereto and made a part hereof.

F. The operational and management obligations of the County under this Lease will be implemented and administered by SMG.

ARTICLE 5. USE OF SUITE

A. Suiteholder shall use and occupy the Suite solely for the observance of events at the Arena in accordance with the terms of this Lease and such other written rules and regulations as the County may promulgate from time to time. Suiteholder's rights to use the Suite during all events throughout the term of this Lease shall be subject at all times to all of the terms and conditions contained herein.

B. Suiteholder's right of access to the Suite for any event shall be solely by presentation of tickets for such event, it being understood that the County shall furnish to Suiteholder the tickets for each event, such tickets to be made available by the County to Suiteholder prior to each event in accordance with procedures established by the County, subject to the terms and conditions set forth in this Lease.

C. Suiteholder shall not sell any food or beverages whatsoever in the Suite. Any food, or beverage used or required in the Suite shall be obtained from Aramark Corporation, or a concessionaire designated by the County, and Suiteholder shall promptly pay all bills for food, beverages and services furnished, sold or rendered to Suiteholder in connection with Suiteholder's use of this Suite.

D. Suiteholder and Suiteholder's guests shall at all times maintain proper decorum while using the Suite and shall not attach or display any sign, advertisements or notices in or around the Suite without the prior written consent of the County, which consent shall not be unreasonably withheld.

E. Suiteholder and Suiteholder's guests shall comply with all applicable governmental laws and orders, including but not limited to all laws and orders governing smoking in public place. Suiteholder and Suiteholder's guests shall comply with all rules promulgated by the County relating to the use and occupancy of the Suite to the extent consistent with the rights of Suiteholder under this Lease.

F. Any changes or upgrading of the Suite's finishings and/or furnishings shall be solely at Suiteholder's expense and only with prior written permission of the County, which permission shall not be unreasonably withheld.

G. Suiteholder shall commit no waste of the leased premises and agrees to take good care of the premises, the fixtures and appurtenances.

ARTICLE 6. RIGHT OF ENTRY

The County and its employees and agents shall have the right to enter Suiteholder's leased premises for: (a) the performance of the duties required to be performed by the County hereunder, and for any and all purposes related thereto, and (b) to investigate any suspected violations of the provisions of this Lease, County rules, and/or any applicable governmental laws, orders, codes or regulations.

ARTICLE 7. INSURANCE.

A. Suiteholder, at its own expense, shall maintain and keep in effect, with insurance companies acceptable to the County, insurance hereinafter specified, with respect to Suiteholder's obligations under this Lease. Suiteholder shall provide the County annually with a certificate of insurance at least ten (10) days prior to the commencement of the contract year

evidencing Suiteholder's payment for a comprehensive general liability policy covering bodily injury, property damage, personal injury and products liability coverage in the amount of at least ONE MILLION (\$1,000,000) DOLLARS per occurrence, including fire legal liability coverage in the amount of FIFTY THOUSAND (\$50,000) DOLLARS per occurrence. The insurance shall (a) name the County of Albany, State of New York, New York State Urban Development Corporation, SMG, MVP Health Care, as additional, co-insureds as their interest may appear, and (b) provide that the policy(ies) shall remain in full force and effect notwithstanding that the insured has waived his right of action against any party prior to the occurrence of a loss.

B. In the event Suiteholder fails to maintain and keep such insurance in effect, the County has the option to elect against such Suiteholder that fails to obtain and/or maintain insurance as required herein, (A) to treat such breach as a default and terminate any/or all Suiteholder's rights under this Lease in accordance with Article 9 of this agreement, (B) to cure such breach on reasonable notice to the Suiteholder, at the expense of such Suiteholder, and such Suiteholder shall be liable for the reasonable amount of all expenses incurred by the County in curing the breach on Suiteholder's behalf, which shall be payable to the County on demand as additional rent, or (C) to withhold providing Suiteholder with tickets and parking passes to all events until such time as Suiteholder has provided the County with proof, acceptable to the County, that insurance is in full force and effect.

ARTICLE 8. FORCE MAJEURE

It is understood and agreed that the County shall not be responsible to Suiteholder (through a refund of rent or otherwise) for the cancellation or non-performance of any events scheduled at the Arena due to any cause or circumstances beyond the County's control. Suiteholder shall have no claim against the County for any abatement of rent, nor shall the same constitute a constructive or partial eviction, unless the same is continuing for a period of one (1) month.

ARTICLE 9. DEFAULT AND TERMINATION

A. In addition to any other remedy to which the County may be entitled by law or as set forth in this Lease, in the event Suiteholder fails to promptly and timely make the payments required hereunder or otherwise breaches any of the terms and conditions herein contained or any rules promulgated hereunder, the County shall have the right to cancel this Lease on fifteen (15) days prior written notice, subject to the right of Suiteholder to cure such breach within said period, with the exception of any violation by Suiteholder of the provisions of Art. 11-B and/or C which violations Suiteholder shall not have the right to cure. All rights of Suiteholder under this Lease shall then terminate and the County shall have no further obligation of any kind to Suiteholder and the County shall have the right to exclude Suiteholder from the Suite. In the event of termination, any advance rentals held by the County may be applied by the County to any obligation of the Suiteholder for the use of the Suite. Notwithstanding any exclusion under this Lease, the liability of Suiteholder for payments owed to the County in the form of rent and additional rent, shall not be extinguished for the balance of the term hereof and Suiteholder shall pay the County any deficiency arising from non-payment of such Suiteholder, including any

deficiency resulting from reletting of the premises at a reduced rate. Further, the County shall have the right to relet Suiteholder's interest under this Lease and terminate Suiteholder's right under this Lease. Any re-letting of the premises upon termination, eviction, or re-entry shall be solely on Suiteholder's behalf and shall not be deemed to be the County's acceptance of Suiteholder's surrender of the premises. Any deficiencies arising from the re-letting shall be due from the defaulting Suiteholder on the first day of each of the following years for the remainder of the term.

B. In addition to any other remedy allowed by law or by this Lease, in the event either Suiteholder is in default of any obligation set forth in this Lease, the County retains the option to withhold providing a defaulting Suiteholder with event tickets and parking tickets until any breach or default is cured. Additionally, the County may also sue the defaulting Suiteholder each year for all payments due under this Lease until the end of the term.

ARTICLE 10. WAIVER, INDEMNIFICATION AND DAMAGE

A. The failure of any party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition or option in any other instance.

B. The County shall not be responsible for theft or any other loss or disappearance of any of the property of Suiteholder or its guests except if caused by the negligent act, omission or misconduct by the County, its employees or agents.

C. Suiteholder shall hold and save the County of Albany, State of New York, New York State Urban Development Corporation, MVP Health Care, and SMG, their officers, employees, and agents harmless from and indemnify them against any and all liability of any kind whatsoever occasioned within the Suite or ways or walks immediately adjacent thereto by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the Suiteholder or any of its officers, agents, representatives, guests, employees, invitees or any other persons admitted by the Suiteholder upon the premises except County or facility employees in the performance of their official duties. Suiteholder shall, at its own cost and expense, defend and protect the County, New York State Urban Development Corporation, MVP Health Care and SMG, their officers, employees and agents against any and all such claims or demands.

D. Suiteholder shall reimburse County for any destruction of or damage to the Suite or any County property caused by Suiteholder or Suiteholder's employees, guests and/or invitees.

E. If the Suite is destroyed or is substantially damaged by elements of fire or other casualty so as to become untenable, and the County elects to restore the Suite or repair such damage, this Lease shall remain in full force and Suiteholder shall be entitled to be reimbursed for the period the Suite is untenable. However, no such reimbursement shall be allowed if Suiteholder or Suiteholder's guests caused the destruction or damage. If the County does not elect, as aforesaid, to restore or repair the Suite within a reasonable period of time, the County

shall have the right, to be exercised by notice in writing, delivered to Suiteholder within ninety (90) days from and after said occurrence, to terminate this Lease, and the tenancy hereby created shall cease as of the date of said occurrence, with rent to be adjusted as of the date of such occurrence.

ARTICLE 11. RENEWAL; ASSIGNMENT OR SUBLETTING; SALE OF PASSES

A. Renewal of Agreement

1. Upon expiration of the original term of this Lease (and upon expiration of any extended term or terms, arising pursuant to the provisions of this subparagraph) pursuant to County Law §215, the County shall grant to the Suiteholder the right of first refusal to enter into a new lease with respect to the Suite held by the Suiteholder.
2. The of first refusal shall be exercised by the Suiteholder, if at all, by written notice to the County at least one hundred and twenty (120) days prior to the expiration of the original term (or any such extended term) as provided. If Suiteholder does not timely notify the County, this Lease shall terminate at the conclusion of the original term or such extended term, as the case may be, and the County shall be free to lease the Suite to any party, commencing on the next following September 1st, it being understood that said first right of refusal, if not affirmatively exercised as aforesaid for any next succeeding term, lapses as to all subsequent terms. All property remaining on the premises after the last day of the term shall be conclusively deemed abandoned and may be removed by the County at the Suiteholder's expense. The County may also have any such property stored at the Suiteholder's sole risk and expense.
3. The right of refusal to renew shall be upon the same terms and conditions as are contained in this Lease, except that the annual payment for any additional term entered pursuant to this paragraph shall be mutually agreed to by the Parties, and finally approved by the Albany County Legislature in accordance with County Law §215.

B. Except as hereinafter provided, Suiteholder shall have no right to assign this Lease or to sell or sublet all or any portion of the Suite. The County shall have the prior right of review of any proposed assignment or subletting of the entire Suite to an entity. In determining whether to consent to such proposed assignment or sublease, the County shall give primary consideration to the financial capability of the entity to which such assignment or sublease is proposed. If such financial capability is demonstrated, consent shall not be unreasonably withheld. Upon prior written notice, the Suiteholder may assign this Lease without County consent in the event of a merger, consolidation, or sale of all or substantially all of the Suiteholder's assets where the assignment is made to the survivor of such merger or consolidation or the purchaser of such assets. If consent is given by the County to an assignment or subletting of this Suite or any interest therein, the County shall not be barred from subsequently refusing to consent to any

further assignment or sublease. Any attempt to sell, assign or sublet in violation of this paragraph without County consent, shall be deemed a default, entitling the County to elect any remedy authorized by law or by the terms of this agreement. If the premises are occupied by anybody other than Suiteholder, and Suiteholder is in default hereunder, the County may collect all payments due and owing from the occupant; but no such collection shall be deemed a waiver of the covenant herein against assignment and subletting or the acceptance of such occupant as a Suiteholder or a release of Suiteholder from further performance of the covenant(s) herein contained.

C. No sale by Suiteholder of any tickets issued to it pursuant to Article 5 hereof is permissible; and any sale or attempted sale of such tickets by Suiteholder will be deemed to be a material breach of Suiteholder's obligations hereunder, and shall subject Suiteholder to the termination provisions of Article 9 at the sole option of the County. The unauthorized sale of any tickets by agents, employees or guests of Suiteholder will not be deemed a material breach of the lease subjecting Suiteholder to the termination provisions of Article 9. Suiteholder reserves the right to distribute tickets for promotion, advertising or other similar purposes.

ARTICLE 12. RIGHT TO CURE; CONDITIONS OF LIABILITY; RIGHT TO SHOW PREMISES.

A. In the event Suiteholder breaches any covenant or condition of this Lease, the County may, on reasonable notice to Suiteholder (except that no notice need be given in case of emergency), cure such breach at the expense of the Suiteholder. Any reasonable expenses incurred by the County or by SMG acting on the County's behalf to cure, shall be deemed additional rent and shall be payable on demand.

B. Suiteholder shall not be entitled to claim a constructive eviction from the premises unless the Suiteholder first notifies the County in writing of the condition or conditions giving rise thereto, and, if the complaints be justified, the County fails within thirty (30) days after receipt of said notice to remedy such conditions.

C. The County has the right to enter the Suite to show the premises to prospective lessees or sublessees.

ARTICLE 13. SUCCESSORS AND ASSIGNS

This Lease and the covenants and conditions herein contained shall be binding upon, and inure to the benefit of, the Parties hereto, their respective heirs, devisees, personal representatives, and permitted successors and assigns. This Article shall not be construed to convey any right inconsistent with the terms of Article 11 relative to assignment of this lease or subletting of all or any portion of the Suite.

ARTICLE 14. HEADINGS; CONSTRUCTION

The headings appearing in this Lease are for the purpose of easy reference only and shall not be considered a part of this Lease or in any way to modify, to amend, or to affect the provisions hereof. This Lease shall be construed with equal weight for the rights of the Parties.

ARTICLE 15. ENTIRE AGREEMENT

The Parties agree that this Lease shall constitute the only agreement between them relative to the Suite and that no oral statements and/or no prior written matter extrinsic to this instrument shall have any force or effect. This Lease shall not be modified except by writing subscribed by all Parties.

ARTICLE 16. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Lease shall be deemed properly given if, and only if delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

County of Albany	SMG	Suiteholder
County of Albany	SMG	OrthopedicsNY, LLP
Department of Law	51 South Pearl Street	121 Everett Road
112 State Street, Rm. 600	Albany, New York 12207	Albany, New York 12211
Albany, NY 12207		

ARTICLE 17. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, paragraph or article of this Lease shall be held unconstitutional, invalid or ineffective, in whole or in part, by a court of competent jurisdiction, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, paragraphs or articles hereof.

ARTICLE 18. MISCELLANEOUS

A. This Lease shall be governed by the Laws of the State of New York.

B. Notwithstanding any clauses to the contrary herein, any Suiteholder property brought into the Suite and not physically secured to said premises through normally accepted trade methods of permanent installation shall not become the property of any entity other than the Suiteholder.

C. The County shall hold and save harmless the Suiteholders, their employees, officers, agents and guests from and indemnify it, or any of them against any and all liability of any kind

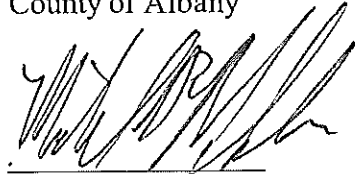
whatsoever occasioned in, on, upon or about the Albany County Civic Center by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the County, SMG, their respective agents, employees, officers and guests; except for those persons admitted to the Suite by the Suiteholders. The County shall at its own cost and expense, defend and hold harmless the Suiteholders, their employees, officers, agents and guests against any and all such claims. The County hereby represents and warrants to the Suiteholders that the Albany County Civic Center is in and shall continue to be in compliance with all federal, state and local rules, regulations and law.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the day and year set forth below.

County of Albany

SMG

OrthopedicsNY

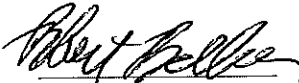


Daniel P. McCoy

County Executive

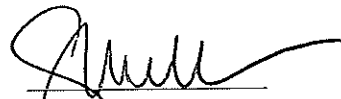
or, ~~Daniel G. Lynch~~

Deputy County Exec.



Robert H. Belber

G. M.



Name:

Title: Sr Director

Dated:

1/23/24

Dated:

1/12/24

Dated:

1/8/2024

STATE 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 23 day of January, 2023⁴, 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.

Michael P. McLoughlin

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 12 day of JANUARY, 2023⁴, before me, the undersigned, a notary public in and for the state personally appeared Robert H. Belber, G.M. of the MVP Arena, 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 whose behalf the individual acted, executed the instrument.

Gary C. Holle

NOTARY PUBLIC

GARY C. HOLLE
Notary Public, State of New York
No. 01HO6362978
Qualified in Albany County
Commission Expires Aug 14, 2025

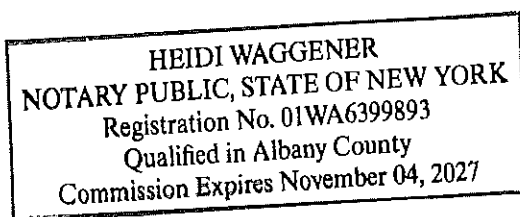
STATE OF NEW YORK)
COUNTY OF _____) SS.:

On the ____ day of _____, 2023, before me, the undersigned, a notary public in and for the state, personally appeared _____, 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 whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 8 day of January, 202⁴3, before me, the undersigned, a notary public in and for the state, personally appeared Sarah Wiseman, 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 whose behalf the individual acted, executed the instrument.



Heidi Waggener
NOTARY PUBLIC

EXHIBIT "A"

SUITE NO. 6
CORPORATE SUITE FURNISHINGS

Finished and furnished Suite shall include:

- a. Wall to wall carpeting;
- b. Acoustical tile ceiling;
- c. Upholstered fabric stadium chairs with arms-seating areas to be raised for maximum visibility;
- d. Washroom containing appropriate amenities;
- e. Bar with wet sink;
- f. Television monitor bracketed from ceiling;
- g. Telephone availability;
- h. Recessed step aisle lighting;
- i. Heating, ventilation, and air conditioning.

Any upgrading of the Suite finishings and furnishings desired by Suiteholder shall be at Suiteholder's sole expense and only with the prior written permission of the County, which shall not be unreasonably withheld. All such improvements, alterations or additions shall become the property of the County and shall remain on and be surrendered with the premises, as part thereof at the termination of this Lease without disturbance, molestation, or injury.

Request for Contract Approval	
Contract #	2025-2984
Contract Type	CAB
Contract Action (New, Renewal, Amendment)	New
Procurement Type (Bid, RFP, Other)	Other
Department	MVP
Date submitted	07/09/25
Contact person	Bob Belber
Contact Phone	518-487-2008
Vendor	NFP Corp
Estimated Amount	\$163,500.00
Estimated Term	09/01/25-08/31/28
Scope of Services	Renting Suite 5 @ MVP Arena
Budget Line Item	A27128-02451
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 Hidley
Albany County Clerk

Joanne Cunningham
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
MVP ARENA
51 SOUTH PEARL STREET
ALBANY, NEW YORK, 12207-2021
(518) 487-2000 - FAX (518) 487-2020
www.mvparena.com

ROBERT BELBER
GENERAL MANAGER

NATHAN SIMS
ASST GM & DIRECTOR
OF OPERATIONS

Date: April 29, 2025

Honorable Members of the Contract Administration Board
Chairwoman Joanne Cunningham
Albany County Clerk Bruce Hidley
Albany County Deputy Executive Michael McLaughlin
112 State Street, Rm. 1200
Albany, NY 12207

Dear CAB Members:

Re: REQUEST FOR APPROVAL OF RENEWAL LEASE FOR SUITE # 5 – NFP CORP.

Please see the Request for Legislative Action for the renewal of the Suite # 5 – NFP Corp. lease. The current lease expires on August 31, 2025. The new lease will be for a period/term of three years from September 1, 2025 through August 31, 2028.

The annual fees payable from the tenant equal - \$54,500.00. The total value of the lease over three years is - \$163,500.00.

The suite holder has paid a deposit in the amount of \$3,000 which will be applied towards the first year's payable rent.

Thank you for your approval of this lease.

Sincerely,

Robert Belber
General Manager



LETTER OF INTENT

BY

NFP CORP.

FOR CORPORATE SUITE #5

The above-named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the MVP ARENA (hereafter the "MVP ARENA") and evidencing our support of this facility by this *Letter of Intent*.

This *Letter of Intent* demonstrates our intention to lease one of the MVP ARENA Private Corporate Suites, namely Suite #5 (hereafter the Suite). The cost to lease one of these suites will be FIFTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$54,500.00) per contract year for a three (3) year term. The lease term is September 1, 2025, to August 31, 2028. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Sixteen (16) passes will be provided at no charge for all Albany Firebirds arena football, Albany FireWolves lacrosse, and Siena College men's basketball home games. Sixteen (16) passes will also be provided for every ticketed event at the MVP ARENA in each contract year with the exception of the NCAA events. Suite tickets for NCAA championship events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to sixteen (16) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to eight (8) additional "outside" seats.

To further solidify this *Letter of Intent*, a non-refundable deposit of \$3,000.00 (THREE THOUSAND AND 00/100 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.



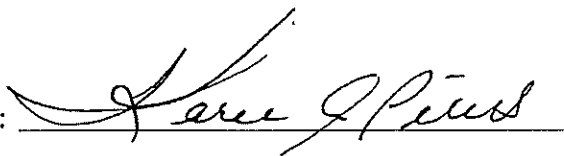
Letter of Intent

NFP CORP.

Suite #5

Page 2

Date: 4/1/2025

Signature: 

Name (Print): Karen A. Peters

Title: Senior Vice President

To easily receive payment directly to your bank account, please email your ACH banking details to ACHPayments@nfp.com
Please include your: Bank Account number, Bank Routing (ABA) number, and Remittance Email Address to receive a
notification when payment is made.

Rose & Kiernan, Inc - P & C

Firm 5525 04/14/2025 69391
Vend No. 1362 Acct No. ROSEKII

MVP Arena, 51 South Pearl St., Albany, NY 12207

Invoice #	Inv Date		Gross Amount	Discount	Net Amount
ARIV0000661	02/28/25	20250414153855	\$3,000.00	\$0.00	\$3,000.00
TOTALS:			\$3,000.00	\$0.00	\$3,000.00

THE FRONT OF THIS DOCUMENT CONTAINS A COCHER PATTERN ON THE BACK OF THIS DOCUMENT. THE FRONT OF THIS DOCUMENT CONTAINS A COCHER PATTERN ON THE BACK OF THIS DOCUMENT.

NFP
An Aon Company

Rose & Kiernan, Inc - P & C
159 Wolf Road
Suite 200
Albany, NY 12205

Wells Fargo Bank, N.A.
62-22/311

Date: 04/14/2025
Number: 693941
Amount: \$ *****3,000.00

PAY EXACTLY *Three Thousand and 00/100 Dollars*

PAY TO THE ORDER OF
MVP ARENA
51 South Pearl St
Albany, NY 12207

Brett R. Schneider

⑈00693941⑈ ⑆031100225⑆ 8017003693⑈

RESOLUTION NO. 191

AUTHORIZING A LEASE AGREEMENT WITH NFP CORPORATION
REGARDING SUITE NO. 5 AT THE MVP ARENA

Introduced: 6/13/22

By Public Works Committee:

WHEREAS, The General Manager of the MVP Arena has indicated that NFP Corporation (formerly Rose & Kiernan) has an interest to renew a lease agreement for Corporate Suite No. 5 at the MVP Arena in accordance with the terms and conditions approved by the County Attorney, and

WHEREAS, The Suite holder will be credited in the amount of \$55,250 for payments made during the months of April 2020 through April 2021 due to the closure of the MVP Arena caused by the COVID-19 pandemic, and

WHEREAS, Annual payments totaling \$51,000 are to be made as follows: a \$0 payment for year one, \$46,750 for year two, and \$51,000 for year three for a total amount of \$97,750, and

WHEREAS, The Suite holder will also be responsible for sales tax on tickets to sporting events and cable TV monthly charges as well as any catered food they purchase through Aramark at the MVP Arena, and

WHEREAS, The term of said agreement to lease Suite No. 5 shall be for three years commencing September 1, 2022 and ending on August 31, 2025, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a three-year lease agreement with NFP Corporation, East Greenbush, NY 12061 to lease Corporate Suite No. 5 at the MVP Arena in the amount of \$97,750 for the term commencing September 1, 2022 and ending August 31, 2025, and, be it further

RESOLVED, That the County Attorney is authorized to approve said lease agreement as to form and content prior to the execution thereof, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

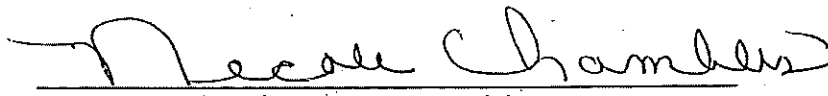
Adopted by unanimous vote - 6/13/22

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 13th day of June, 2022, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 14th day of June, 2022.

A handwritten signature in cursive script, reading "Nicole Chambers", is written over a horizontal line.

Clerk, Albany County Legislature

CORPORATE SUITE LEASE
between
THE COUNTY OF ALBANY
and
NFP CORPORATION

Lease Authorization: Resolution No.: 191 for 2022

This is an Agreement to lease ("Lease") a suite at the Albany County Civic Center, currently known as the MVP Arena, by and between; the County of Albany, a municipal corporation organized and existing under the laws of New York State, with offices located at 112 State Street, Albany, New York 12207 (hereinafter referred to as "County") SMG, as managing agent of the MVP Arena with offices located at 51 South Pearl Street, Albany, New York 12207 (hereinafter "SMG") and NFP Corporation, Inc. with offices located at 159 Wolf Road, Suite 200, Albany, NY 12205 (hereinafter referred to as "Suiteholder").

WHEREAS, the County has available for lease certain private enclosed suites at its civic center; and

WHEREAS, Suiteholder proposes to lease one suite; and

WHEREAS, the Albany County Legislature by Resolution No. 191 for 2022 has authorized the County Executive to enter into this Lease Agreement;

NOW, THEREFORE, the County, SMG and Suiteholder, intending to be legally bound hereby, mutually agree as follows:

ARTICLE 1. LEASED PREMISES: SUITE

The County hereby leases to Suiteholder and Suiteholder hereby agrees to lease from County, Suite No. 5 (the "Suite") as more specifically described in Exhibit "A" for Suiteholder's use during the lease term.

ARTICLE 2. TERM

The term of this Lease shall be for a period of three (3) years, commencing on September 1, 2022 and ending on August 31, 2025. At the expiration of the term, Suiteholder shall return the suite to the County broom clean and without damage, reasonable wear and tear excepted. Any and all permanent fixtures and structural improvements provided by Suiteholder shall become the property of the County without any reimbursement by or cost to the County.

ARTICLE 3. PAYMENT

Suiteholder agrees to pay to the county the minimum fixed rent, and all other sums due and payable to the county pursuant to this agreement as additional rent, as follows:

A. The Suiteholder agrees to pay to the county during the three-year term of this Lease the sum of ONE HUNDRED FIFTY THREE THOUSAND AND 00/100 DOLLARS (\$153,000.00).

B. The annual rental payments totaling FIFTY ONE THOUSAND AND 00/100 DOLLARS (\$51,000.00) DOLLARS due hereunder shall be made as follows:

1. The County and SMG acknowledge a credit due to Suiteholder in the amount of FIFTY FIVE THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$55,250.00) for payments made and accepted during a closure period of the Arena.

2. No payments during year one of the agreement

3. FORTY SIX THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$46,750.00) for year two of the Agreement due on or before September 1, 2023.

4. FIFTY ONE THOUSAND AND 00/100 DOLLARS (\$51,000.00) due on or before September 1, 2024.

C. The foregoing payment installments are solely for the Suiteholder's convenience. Any default in payment of installments set forth herein shall provide the County the right to elect, in addition to and not to the exclusion of any other remedy allowed by law:

1. To accelerate the whole of the amount set forth in Paragraph A above for the whole of the Lease term remaining, which amount shall become at once due and payable without notice or demand, and/or

2. To withhold providing the Suiteholder with tickets and parking tickets to all events until such time as the co-tenant is no longer in default of its payment obligations.

D. The term "Contract Year" as used herein, shall mean any year during the term hereof commencing on September 1, and ending the following August 31.

E. The Suiteholder shall pay any and all sales tax, if any, determined by the New York State Department of Taxation and Finance to be due and payable under the terms of this Lease.

F. A flat screen TV and cable access is provided in each suite. A current charge of \$20.00 per month is billed for cable service.

G. A telephone is provided in each Suite. Suiteholder will be billed a monthly fee of \$32.00 and for any long distance calls made from the telephone.

ARTICLE 4. OBLIGATIONS OF THE COUNTY

The County agrees to provide the following services and rights to Suiteholder with respect to the said Suite:

A. Suiteholder shall be entitled to the sole and exclusive use of the said Suite during all ticketed events throughout the term of this Lease, subject to the terms and conditions contained herein, with the exception of events and tournaments of the National Collegiate Athletic Association (NCAA). Suite tickets for NCAA events may be purchased by the Suiteholder at the sole expense of the Suiteholder. Notwithstanding any other provision to the contrary, if the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite to any NCAA event, the County shall have the right to assign the Suite during such NCAA events or retain the Suite for County use during such NCAA events without compensation to the Suiteholder. With the aforementioned exception for NCAA events for which the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite, the County agrees, that so long as Suiteholder is not in default of any of the terms and conditions of this Lease, no other person or entity shall be permitted to use the Suite for any purpose at any time during the term of the Lease without each co-tenant's prior consent.

B. Suiteholder shall have the opportunity to purchase up to sixteen (16) tickets for seats in preferred locations outside the Suite for all ticketed events presented in the Arena for the duration of this Lease, except that for certain events in the discretion of SMG, the Suiteholder may be limited to eight (8) tickets in preferred locations outside of the Suite. Tickets for all Arena events purchased hereunder shall be at the sole expense of the Suiteholder. The price of such tickets shall be the price set for the seats in the row directly in front of the Suite.

C. Suiteholder shall receive during each contract year four (4) free reserved parking places in the adjoining parking garage for each and every ticketed event held at the Arena, except for NCAA Tournaments or Events. Parking for NCAA Tournaments and Events may be purchased separately at the sole expense of the Suiteholder.

D. Custodial cleaning of Suite after events and annual "spring cleaning."

E. Said suite shall accommodate sixteen (16) persons and shall be serviced and furnished as provided herein and in Exhibit "A" annexed hereto and made a part hereof.

F. The operational and management obligations of the County under this Lease will be implemented and administered by SMG.

ARTICLE 5. USE OF SUITE

A. Suiteholder shall use and occupy the Suite solely for the observance of events at the Arena in accordance with the terms of this Lease and such other written rules and regulations as

the County may promulgate from time to time. Suiteholder's rights to use the Suite during all events throughout the term of this Lease shall be subject at all times to all of the terms and conditions contained herein.

B. Suiteholder's right of access to the Suite for any event shall be solely by presentation of tickets for such event, it being understood that the County shall furnish to Suiteholder the tickets for each event, such tickets to be made available by the County to Suiteholder prior to each event in accordance with procedures established by the County, subject to the terms and conditions set forth in this Lease.

C. Suiteholder shall not sell any food or beverages whatsoever in the Suite. Any food, or beverage used or required in the Suite shall be obtained from Aramark Corporation, or a concessionaire designated by the County, and Suiteholder shall promptly pay all bills for food, beverages and services furnished, sold or rendered to Suiteholder in connection with Suiteholder's use of this Suite. Notwithstanding the foregoing, Suiteholder shall have the right to bring or cause to be brought nonalcoholic beverages into the Suite for its own use or the use of its invitees provided that beverages shall not be brought into the Suite for the purpose of resale to the public and may not be provided by an outside caterer.

D. Suiteholder and Suiteholder's guests shall at all times maintain proper decorum while using the Suite and shall not attach or display any sign, advertisements or notices in or around the Suite without the prior written consent of the County, which consent shall not be unreasonably withheld.

E. Suiteholder and Suiteholder's guests shall comply with all applicable governmental laws and orders, including but not limited to all laws and orders governing smoking in public place. Suiteholder and Suiteholder's guests shall comply with all rules promulgated by the County relating to the use and occupancy of the Suite to the extent consistent with the rights of Suiteholder under this Lease.

F. Any changes or upgrading of the Suite's finishings and/or furnishings shall be solely at Suiteholder's expense and only with prior written permission of the County, which permission shall not be unreasonably withheld.

G. Suiteholder shall commit no waste of the leased premises and agrees to take good care of the premises, the fixtures and appurtenances.

ARTICLE 6. RIGHT OF ENTRY

The County and its employees and agents shall have the right to enter Suiteholder's leased premises for: (a) the performance of the duties required to be performed by the County hereunder, and for any and all purposes related thereto, and (b) to investigate any suspected

violations of the provisions of this Lease, County rules, and/or any applicable governmental laws, orders, codes or regulations.

ARTICLE 7. INSURANCE.

A. Suiteholder, at its own expense, shall maintain and keep in effect, with insurance companies acceptable to the County, insurance hereinafter specified, with respect to Suiteholder's obligations under this Lease. Suiteholder shall provide the County annually with a certificate of insurance at least ten (10) days prior to the commencement of the contract year evidencing Suiteholder's payment for a comprehensive general liability policy covering bodily injury, property damage, personal injury and products liability coverage in the amount of at least ONE MILLION (\$1,000,000) DOLLARS per occurrence, including fire legal liability coverage in the amount of FIFTY THOUSAND (\$50,000) DOLLARS per occurrence. The insurance shall (a) name the County of Albany, State of New York, New York State Urban Development Corporation, SMG, MVP Health Care, as additional, co-insureds as their interest may appear, and (b) provide that the policy(ies) shall remain in full force and effect notwithstanding that the insured has waived his right of action against any party prior to the occurrence of a loss.

B. In the event Suiteholder fails to maintain and keep such insurance in effect, the County has the option to elect against such Suiteholder that fails to obtain and/or maintain insurance as required herein, (A) to treat such breach as a default and terminate any/or all Suiteholder's rights under this Lease in accordance with Article 9 of this agreement, (B) to cure such breach on reasonable notice to the Suiteholder, at the expense of such Suiteholder, and such Suiteholder shall be liable for the reasonable amount of all expenses incurred by the County in curing the breach on Suiteholder's behalf, which shall be payable to the County on demand as additional rent, or (C) to withhold providing Suiteholder with tickets and parking passes to all events until such time as Suiteholder has provided the County with proof, acceptable to the County, that insurance is in full force and effect.

ARTICLE 8. FORCE MAJEURE

It is understood and agreed that the County shall not be responsible to Suiteholder (through a refund of rent or otherwise) for the cancellation or non-performance of any events scheduled at the Arena due to any cause or circumstances beyond the County's control. Suiteholder shall have no claim against the County for any abatement of rent, nor shall the same constitute a constructive or partial eviction, unless the same is continuing for a period of one (1) month.

ARTICLE 9. DEFAULT AND TERMINATION

A. In addition to any other remedy to which the County may be entitled by law or as set forth in this Lease, in the event Suiteholder fails to promptly and timely make the payments required hereunder or otherwise breaches any of the terms and conditions herein contained or any rules promulgated hereunder, the County shall have the right to cancel this Lease on fifteen

(15) days prior written notice, subject to the right of Suiteholder to cure such breach within said period, with the exception of any violation by Suiteholder of the provisions of Art. 11-B and/or C which violations Suiteholder shall not have the right to cure. All rights of Suiteholder under this Lease shall then terminate and the County shall have no further obligation of any kind to Suiteholder and the County shall have the right to exclude Suiteholder from the Suite. In the event of termination, any advance rentals held by the County may be applied by the County to any obligation of the Suiteholder for the use of the Suite. Notwithstanding any exclusion under this Lease, the liability of Suiteholder for payments owed to the County in the form of rent and additional rent, shall not be extinguished for the balance of the term hereof and Suiteholder shall pay the County any deficiency arising from non-payment of such Suiteholder, including any deficiency resulting from reletting of the premises at a reduced rate. Further, the County shall have the right to relet Suiteholder's interest under this Lease and terminate Suiteholder's right under this Lease. Any re-letting of the premises upon termination, eviction, or re-entry shall be solely on Suiteholder's behalf and shall not be deemed to be the County's acceptance of Suiteholder's surrender of the premises. Any deficiencies arising from the re-letting shall be due from the defaulting Suiteholder on the first day of each of the following years for the remainder of the term.

B. In addition to any other remedy allowed by law or by this Lease, in the event either Suiteholder is in default of any obligation set forth in this Lease, the County retains the option to withhold providing a defaulting Suiteholder with event tickets and parking tickets until any breach or default is cured. Additionally, the County may also sue the defaulting Suiteholder each year for all payments due under this Lease until the end of the term.

ARTICLE 10. WAIVER, INDEMNIFICATION AND DAMAGE

A. The failure of any party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition or option in any other instance.

B. The County shall not be responsible for theft or any other loss or disappearance of any of the property of Suiteholder or its guests except if caused by the negligent act, omission or misconduct by the County, its employees or agents.

C. Suiteholder shall hold and save the County of Albany, State of New York, New York State Urban Development Corporation, MVP Health Care, and SMG, their officers, employees, and agents harmless from and indemnify them against any and all liability of any kind whatsoever occasioned within the Suite or ways or walks immediately adjacent thereto by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the Suiteholder or any of its officers, agents, representatives, guests, employees, invitees or any other persons admitted by the Suiteholder upon the premises except County or facility employees in the performance of their official duties. Suiteholder shall, at its own cost and expense, defend and protect the County, New York State Urban Development Corporation, MVP Health Care and SMG, their officers, employees and agents against any and all such claims or demands.

D. Suiteholder shall reimburse County for any destruction of or damage to the Suite or any County property caused by Suiteholder or Suiteholder's employees, guests and/or invitees.

E. If the Suite is destroyed or is substantially damaged by elements or fire or other casualty so as to become untenable, and the County elects to restore the Suite or repair such damage, this Lease shall remain in full force and Suiteholder shall be entitled to be reimbursed for the period the Suite is untenable. However, no such reimbursement shall be allowed if Suiteholder or Suiteholder's guests caused the destruction or damage. If the County does not elect, as aforesaid, to restore or repair the Suite within a reasonable period of time, the County shall have the right, to be exercised by notice in writing, delivered to Suiteholder within ninety (90) days from and after said occurrence, to terminate this Lease, and the tenancy hereby created shall cease as of the date of said occurrence, with rent to be adjusted as of the date of such occurrence.

ARTICLE 11. RENEWAL; ASSIGNMENT OR SUBLETTING; SALE OF PASSES

A. Renewal of Agreement

1. Upon expiration of the original term of this Lease (and upon expiration of any extended term or terms, arising pursuant to the provisions of this subparagraph) pursuant to County Law §215, the County shall grant to the Suiteholder the right of first refusal to enter into a new lease with respect to the Suite held by the Suiteholder.
2. The of first refusal shall be exercised by the Suiteholder, if at all, by written notice to the County at least one hundred and twenty (120) days prior to the expiration of the original term (or any such extended term) as provided. If Suiteholder does not timely notify the County, this Lease shall terminate at the conclusion of the original term or such extended term, as the case may be, and the County shall be free to lease the Suite to any party, commencing on the next following September 1st, it being understood that said first right of refusal, if not affirmatively exercised as aforesaid for any next succeeding term, lapses as to all subsequent terms. All property remaining on the premises after the last day of the term shall be conclusively deemed abandoned and may be removed by the County at the Suiteholder's expense. The County may also have any such property stored at the Suiteholder's sole risk and expense.
3. The right of refusal to renew shall be upon the same terms and conditions as are contained in this Lease, except that the annual payment for any additional term entered pursuant to this paragraph shall be mutually agreed to by the Parties, and finally approved by the Albany County Legislature in accordance with County Law §215.

B. Except as hereinafter provided, Suiteholder shall have no right to assign this Lease or to sell or sublet all or any portion of the Suite. The County shall have the prior right of review of any proposed assignment or subletting of the entire Suite to an entity. In determining whether

to consent to such proposed assignment or sublease, the County shall give primary consideration to the financial capability of the entity to which such assignment or sublease is proposed. If such financial capability is demonstrated, consent shall not be unreasonably withheld. Upon prior written notice, the Suiteholder may assign this Lease without County consent in the event of a merger, consolidation, or sale of all or substantially all of the Suiteholder's assets where the assignment is made to the survivor of such merger or consolidation or the purchaser of such assets. If consent is given by the County to an assignment or subletting of this Suite or any interest therein, the County shall not be barred from subsequently refusing to consent to any further assignment or sublease. Any attempt to sell, assign or sublet in violation of this paragraph without County consent, shall be deemed a default, entitling the County to elect any remedy authorized by law or by the terms of this agreement. If the premises are occupied by anybody other than Suiteholder, and Suiteholder is in default hereunder, the County may collect all payments due and owing from the occupant; but no such collection shall be deemed a waiver of the covenant herein against assignment and subletting or the acceptance of such occupant as a Suiteholder or a release of Suiteholder from further performance of the covenant(s) herein contained.

C. No sale by Suiteholder of any tickets issued to it pursuant to Article 5 hereof is permissible; and any sale or attempted sale of such tickets by Suiteholder will be deemed to be a material breach of Suiteholder's obligations hereunder, and shall subject Suiteholder to the termination provisions of Article 9 at the sole option of the County. The unauthorized sale of any tickets by agents, employees or guests of Suiteholder will not be deemed a material breach of the lease subjecting Suiteholder to the termination provisions of Article 9. Suiteholder reserves the right to distribute tickets for promotion, advertising or other similar purposes.

ARTICLE 12. RIGHT TO CURE; CONDITIONS OF LIABILITY; RIGHT TO SHOW PREMISES.

A. In the event Suiteholder breaches any covenant or condition of this Lease, the County may, on reasonable notice to Suiteholder (except that no notice need be given in case of emergency), cure such breach at the expense of the Suiteholder. Any reasonable expenses incurred by the County or by SMG acting on the County's behalf to cure, shall be deemed additional rent and shall be payable on demand.

B. Suiteholder shall not be entitled to claim a constructive eviction from the premises unless the Suiteholder first notifies the County in writing of the condition or conditions giving rise thereto, and, if the complaints be justified, the County fails within thirty (30) days after receipt of said notice to remedy such conditions.

C. The County has the right to enter the Suite to show the premises to prospective lessees or sublessees.

ARTICLE 13. SUCCESSORS AND ASSIGNS

This Lease and the covenants and conditions herein contained shall be binding upon, and inure to the benefit of, the Parties hereto, their respective heirs, devisees, personal

representatives, and permitted successors and assigns. This Article shall not be construed to convey any right inconsistent with the terms of Article 11 relative to assignment of this lease or subletting of all or any portion of the Suite.

ARTICLE 14. HEADINGS; CONSTRUCTION

The headings appearing in this Lease are for the purpose of easy reference only and shall not be considered a part of this Lease or in any way to modify, to amend, or to affect the provisions hereof. This Lease shall be construed with equal weight for the rights of the Parties.

ARTICLE 15. ENTIRE AGREEMENT

The Parties agree that this Lease shall constitute the only agreement between them relative to the Suite and that no oral statements and/or no prior written matter extrinsic to this instrument shall have any force or effect. This Lease shall not be modified except by writing subscribed by all Parties.

ARTICLE 16. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Lease shall be deemed properly given if, and only if delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

County of Albany	SMG	Suiteholder
County of Albany	SMG	NFP Corporation
Department of Law	51 South Pearl Street	159 Wolf Road
112 State Street, Rm. 600	Albany, New York 12207	Suite 200
Albany, New York 12207		Albany New York 12205
		Attn: John Murray

ARTICLE 17. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, paragraph or article of this Lease shall be held unconstitutional, invalid or ineffective, in whole or in part, by a court of competent jurisdiction, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, paragraphs or articles hereof.

ARTICLE 18. MISCELLANEOUS

A. This Lease shall be governed by the Laws of the State of New York.

B. Notwithstanding any clauses to the contrary herein, any Suiteholder property brought into the Suite and not physically secured to said premises through normally accepted trade methods of permanent installation shall not become the property of any entity other than the Suiteholder.

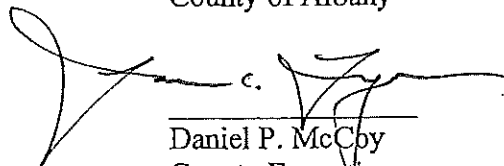
C. The County shall hold and save harmless the Suiteholders, their employees, officers, agents and guests from and indemnify it, or any of them against any and all liability of any kind whatsoever occasioned in, on, upon or about the Albany County Civic Center by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the County, SMG, their respective agents, employees, officers and guests, except for those persons admitted to the Suite by the Suiteholders. The County shall at its own cost and expense, defend and hold harmless the Suiteholders, their employees, officers, agents and guests against any and all such claims. The County hereby represents and warrants to the Suiteholders that the Albany County Civic Center is in and shall continue to be in compliance with all federal, state and local rules, regulations and law.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the day and year set forth below.

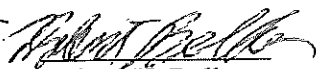
County of Albany

SMG

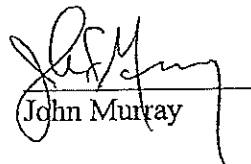
NFP Corporation



Daniel P. McCoy
County Executive
or, Daniel C. Lynch
Deputy County Exec.



Robert H. Belber
G. M.



John Murray

Dated: 2/27/2023

Dated: 2/17/23

Dated: 2/16/2023

STATE 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 24th day of February, 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

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 17th day of FEBRUARY, 2023, before me, the undersigned, a notary public in and for the state personally appeared Robert H. Belber, G.M. of the MVP Arena, 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 whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

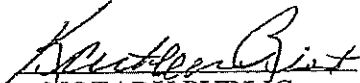
GARY C. HOLLE
Notary Public, State of New York
No. 01HO6362978
Qualified in Albany County
Commission Expires Aug 14, 2025

STATE OF NEW YORK)

COUNTY OF Albany) SS.:

On the 16th day of February, 2023, before me, the undersigned, a notary public in and for the state, personally appeared John Murray, 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 whose behalf the individual acted, executed the instrument.

KATHLEEN RIVET
NOTARY PUBLIC STATE OF NEW YORK
NO. 4834594
QUALIFIED IN RENSSELAER COUNTY
COMMISSION EXPIRES MARCH 20 2023


NOTARY PUBLIC

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

On the ____ day of _____, 2023, before me, the undersigned, a notary public in and for the state, personally appeared _____, 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 whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

Request for Contract Approval	
Contract #	2025-2985
Contract Type	CAB
Contract Action (New, Renewal, Amendment)	New
Procurement Type (Bid, RFP, Other)	Other
Department	MVP
Date submitted	07/09/25
Contact person	Bob Belber
Contact Phone	518-487-2008
Vendor	Chicago Title Insurance Services LLC / James Kleinbaum Attorney at Law, PC / Northeastern Insurance Agency LLC
Estimated Amount	\$163,500.00
Estimated Term	09/01/25-08/31/28
Scope of Services	Renting Suite 25 @ MVP Arena
Budget Line Item	A27128-02451
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 Hidley
Albany County Clerk

Joanne Cunningham
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
MVP ARENA
51 SOUTH PEARL STREET
ALBANY, NEW YORK, 12207-2021
(518) 487-2000 - FAX (518) 487-2020
www.mvparena.com

ROBERT BELBER
GENERAL MANAGER

NATHAN SIMS
ASST GM & DIRECTOR
OF OPERATIONS

Date: April 29, 2025

Honorable Members of the Contract Administration Board
Chairwoman Joanne Cunningham
Albany County Clerk Bruce Hidley
Albany County Deputy Executive Michael McLaughlin
112 State Street, Rm. 1200
Albany, NY 12207

Dear CAB Members:

Re: REQUEST FOR APPROVAL OF RENEWAL LEASE FOR SUITE # 25 –
CHICAGO TITLE INSURANCE COMPANY
JAMES KLEINBAUM ATTORNEY AT LAW
NORTHEASTERN INSURANCE AGENCY, LLC

Please see the Request for Legislative Action for the renewal of the Suite # 25 – Chicago Title Insurance Company/James Kleinbaum Attorney at Law/Northeastern Insurance Agency, LLC lease. The current lease expires on August 31, 2025. The new lease will be for a period/term of three years from September 1, 2025 through August 31, 2028.

The annual fees payable from the tenant equal - \$54,500.00. The total value of the lease over three years is - \$163,500.00.

The suite holder has paid a deposit in the amount of \$3,000 which will be applied towards the first year's payable rent.

Thank you for your approval of this lease.

Sincerely,

Robert Belber
General Manager



LETTER OF INTENT

BY

CHICAGO TITLE INSURANCE COMPANY

FOR CORPORATE SUITE #25

**(This suite is shared with James Kleinbaum Attorney at Law PC
And Northeastern Insurance Agency, LLC)**

The above-named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the MVP ARENA (hereafter the "MVP ARENA") and evidencing our support of this facility by this *Letter of Intent*.

This *Letter of Intent* demonstrates our intention to lease one of the MVP ARENA Private Corporate Suites, namely Suite #25 (hereafter the Suite). The cost to lease one quarter of these suites will be THIRTEEN THOUSAND SIX HUNDRED TWENTY-FIVE AND 00/100 DOLLARS (\$13,625.00) per contract year for a three (3) year term. The lease term is September 1, 2025, to August 31, 2028. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

Each SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Four (4) passes will be provided at no charge for all Albany Firebirds arena football, Albany FireWolves lacrosse, and Siena College men's basketball home games. Four (4) passes will also be provided for every ticketed event at the MVP ARENA in each contract year with the exception of the NCAA events. Suite tickets for NCAA championship events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to four (4) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to two (2) additional "outside" seats.

To further solidify this *Letter of Intent*, a non-refundable deposit of \$750.00 (SEVEN HUNDRED FIFTY AND 00/100 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.



Letter of Intent
CHICAGO TITLE INSURANCE COMPANY
Suite #25
Page 2

Date: April 15, 2025 Signature: Michael J. Naegeli

Name (Print): Michael J. Naegeli

Title: Asst VP & Manager



CHICAGO TITLE INSURANCE SERVICES COMPANY LLC
601 RIVERSIDE AVE BLDG 5 6TH FL
JACKSONVILLE, FL 32204
(866) 993-5512

Bank of America
Walnut Creek, Ca

4930005249

90-4182/1211

Date	Amount
4/11/25	\$750.00

Seven Hundred Fifty Dollars And Zero Cents***

Pay to the
Order of: MVP ARENA
51 SOUTH PEARL ST
ALBANY, NY 12207

Q

⑈4930005249⑈ ⑆121141822⑆ 7313414661⑈



LETTER OF INTENT

BY

JAMES KLEINBAUM ATTORNEY AT LAW PC

FOR CORPORATE SUITE #25

(This suite is shared with Chicago Title Insurance Company
And Northeastern Insurance Agency, LLC)

The above-named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the MVP ARENA (hereafter the "MVP ARENA") and evidencing our support of this facility by this *Letter of Intent*.

This *Letter of Intent* demonstrates our intention to lease one of the MVP ARENA Private Corporate Suites, namely Suite #25 (hereafter the Suite). The cost to lease one quarter of these suites will be THIRTEEN THOUSAND SIX HUNDRED TWENTY-FIVE AND 00/100 DOLLARS (\$13,625.00) per contract year for a three (3) year term. The lease term is September 1, 2025, to August 31, 2028. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

Each SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Four (4) passes will be provided at no charge for all Albany Firebirds arena football, Albany FireWolves lacrosse, and Siena College men's basketball home games. Four (4) passes will also be provided for every ticketed event at the MVP ARENA in each contract year with the exception of the NCAA events. Suite tickets for NCAA championship events can be purchased by the Suite holder.

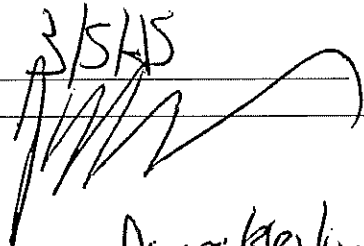
Furthermore, each SUITE holder will be entitled to purchase up to four (4) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to two (2) additional "outside" seats.

To further solidify this *Letter of Intent*, a non-refundable deposit of \$750.00 (SEVEN HUNDRED FIFTY AND 00/100 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.



Letter of Intent
JAMES KLEINBAUM ATTORNEY AT LAW PC
Suite #25
Page 2

Date:

3/5/15


Signature:

Name (Print):

Title:

James Kleinbaum
Attorney at Law



James Kleinbaum Attorney at Law PC
18 Park Row
Chatham, NY 12037

Bank of Greene County
50-7046/2213

10697

03/17/2025

PAY TO THE
ORDER OF

MVP Arena

\$**750.00

Seven hundred fifty and 00/100*****

DOLLARS

MVP Arena
51 South Pearl Street
Albany, NY 12207

MEMO

ARIV0000673

AUTHORIZED SIGNATURE



⑈010697⑈ ⑆221370467⑆ 5202691467⑈

THIS DOCUMENT CONTAINS A COLORED BACKGROUND ON WHITE PAPER. MICROPRINT IS LOCATED BELOW THIS WARNING BAND.



LETTER OF INTENT

BY

NORTHEASTERN INSURANCE AGENCY, LLC

FOR CORPORATE SUITE #25

**(This suite is shared with Chicago Title Insurance Company,
And James Kleinbaum Attorney at Law PC)**

The above-named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the MVP ARENA (hereafter the "MVP ARENA") and evidencing our support of this facility by this *Letter of Intent*.

This *Letter of Intent* demonstrates our intention to lease one of the MVP ARENA Private Corporate Suites, namely Suite #25 (hereafter the Suite). The cost to lease one half of these suites will be TWENTY-SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$27,250.00) per contract year for a three (3) year term. The lease term is September 1, 2025, to August 31, 2028. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

Each SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Eight (8) passes will be provided at no charge for all Albany Firebirds arena football, Albany FireWolves lacrosse, and Siena College men's basketball home games. Eight (8) passes will also be provided for every ticketed event at the MVP ARENA in each contract year with the exception of the NCAA events. Suite tickets for NCAA championship events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to eight (8) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to four (4) additional "outside" seats.

To further solidify this *Letter of Intent*, a non-refundable deposit of \$1,500.00 (ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.

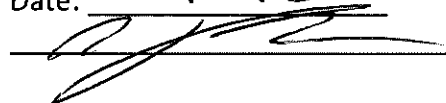


Letter of Intent

NORTHEASTERN INSURANCE AGENCY, LLC

Suite #25

Page 2

Date: 3/31/25 Signature: 

Name (Print): Michael Venezia

President Title:

NORTHEASTERN INSURANCE AGENCY LLC
1214 TROY SCHENECTADY ROAD
LATHAM, NY 12110

3/31/25
date

Pay to the order of MVP Arena \$ 1,500.00
One thousand five hundred dollars

Security Features
Include
Details on Back.

**Citizens 8 seats

for Suite 25 Renewal

⑆021313103⑆ 4010550960⑈

1824

RESOLUTION NO. 308

AUTHORIZING LEASE AGREEMENTS WITH JAMES KLEINBAUM, CHICAGO TITLE, AND NORTHEASTERN INSURANCE AGENCY, LLC REGARDING SUITE NO. 25 AT THE MVP ARENA

Introduced: 9/12/22

By Public Works Committee:

WHEREAS, The General Manager of the MVP Arena has indicated that James Kleinbaum and Chicago Title, current Suite-holders, have expressed an interest in renewing their lease agreements for Corporate Suite No. 25 at the MVP Arena, and that Northeastern Ins. Agency, LLC has expressed an interest in entering into a lease agreement to share Corporate Suite No. 25 with the renewing Suite-holders, and

WHEREAS, Due to the closure of the MVP Arena caused by the COVID-19 pandemic, a credit has been provided to James Kleinbaum and Chicago Title towards the first year amounts owed on the renewal lease agreements for payments they made during the period from April 2020 through April 2021, and

WHEREAS, The total amount of \$51,000 shall be made for each of the three years of the lease agreements, and

WHEREAS, James Kleinbaum will be credited in the amount of \$14,312.50, with annual payments to be made in the amount of \$0 for year one, \$11,187.50 for year two, and \$12,750 for year three for a total amount of \$23,937.50, and

WHEREAS, Chicago Title, will be credited in the amount of \$13,812.50, with annual payments to be made in the amount of \$0 for year one, \$11,687.50 for year two, and \$12,750 for year three for a total amount of \$24,437.50, and

WHEREAS, Northeastern Insurance Agency, LLC, will have annual payments of \$25,500 for the three year term for a total amount of \$76,500, with a non-refundable deposit amount of \$1,500 to be made upon the signing of the letter of intent, and

WHEREAS, The Suite-holders will also be responsible for sales tax on tickets to sporting events and cable TV monthly charges as well as any catered food they purchase through Aramark at the MVP Arena, and

WHEREAS, The term of said agreements to lease Suite No. 25 shall be for three years commencing September 1, 2022 and ending August 31, 2025, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into renewal and lease agreements with the aforesaid proposed Suite-holders to lease Corporate Suite No. 25 at the MVP Arena pursuant to the aforementioned terms, and, be it further

RESOLVED, That the County Attorney is authorized to approve said lease agreements as to form and content prior to the execution thereof, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

CORPORATE SUITE LEASE
between
THE COUNTY OF ALBANY
and
CHICAGO TITLE INSURANCE COMPANY, JAMES KLEINBAUM ATTORNEY AT LAW
PC and NORTHEASTERN INSURANCE AGENCY, LLC

Lease Authorization: Resolution No.: 308 for 2022

This is an Agreement to lease ("Lease") a suite at the Albany County Civic Center, currently known as the MVP Arena, by and between; the County of Albany, a municipal corporation organized and existing under the laws of New York State, with offices located at 112 State Street, Albany, New York 12207 (hereinafter referred to as "County") SMG, as managing agent of the MVP Arena with offices located at 51 South Pearl Street, Albany, New York 12207 (hereinafter "SMG"), and Chicago Title Insurance Company with offices located at 80 State Street, Albany, New York 12207, and, James Kleinbaum Attorney at Law with offices located at 18 Park Row, Chatham, New York 12037 and Northeastern Insurance Agency, LLC with offices located at 1214 Troy Schenectady Road, Latham, New York 12110 (together hereinafter referred to as "Suiteholder").

WHEREAS, the County has available for lease certain private enclosed suites at its civic center; and

WHEREAS, Suiteholder proposes to lease one suite; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into this Lease Agreement pursuant to Resolution No. 308 for 2022;

NOW, THEREFORE, the County, SMG and Suiteholder, intending to be legally bound hereby, mutually agree as follows:

ARTICLE 1. LEASED PREMISES: SUITE

The County hereby leases to Suiteholder and Suiteholder hereby agrees to lease from County, Suite No. 25 (the "Suite") as more specifically described in Exhibit "A" for Suiteholder's use during the lease term.

ARTICLE 2. TERM

The term of this Lease shall be for a period of three (3) years, commencing on September 1, 2022 and ending on August 31, 2025. At the expiration of the term, Suiteholder shall return the suite to the County broom clean and without damage, reasonable wear and tear excepted. Any and all permanent fixtures and structural improvements provided by Suiteholder shall become the property of the County without any reimbursement by or cost to the County.

ARTICLE 3. CO-TENANCY

A. Chicago Title Insurance Company, James Kleinbaum Attorney at Law, and Northeast Insurance Agency referred to collectively as "Suiteholder" in this Agreement, hereby mutually agree to co-tenancy of Corporate Suite No. ~~16~~ 25

B. Chicago Title Insurance Company shall assume tenancy of one-quarter of the Suite, and responsibility for one-quarter of the payments specified in Article 4. James Kleinbaum Attorney at Law shall assume tenancy of one-quarter of the suite and responsibility for one-quarter of the payments as specified in Article 4. Northeastern Insurance Agency shall assume tenancy of one-half of the suite and responsibility for one-half of the payments as specified in Article 4.

C. Each co-tenant named in this Article shall assume responsibility for payment for food or beverages obtained from Aramark Corporation or a concessionaire designated by the County used or required by the co-tenant in the suite

D. Notwithstanding any other provision or instrument to the contrary, each of the co-tenants shall be jointly and severally liable for all responsibilities of the "Suiteholder" in this Lease, except for those responsibilities under Article 4 specifically addressed by paragraph (C) of that Article and those responsibilities under Article 6 paragraph (C) regarding the payment for food and beverages obtained from Aramark Corporation or a concessionaire designated by the County used or required by the co-tenant in the suite.

ARTICLE 4. PAYMENT

Suiteholder agrees to pay to the county the minimum fixed rent, and all other sums due and payable to the county pursuant to this agreement as additional rent, as follows:

A. The Suiteholder agrees to pay to the County during the three-year term of this Lease the amount of ONE HUNDRED FIFTY THREE THOUSAND AND 00/100 DOLLARS (\$153,000.00) for rental of the Suite in equal annual installments of FIFTY ONE THOUSAND AND 00/100 DOLLARS (\$51,000.00).

B. The annual rental totaling FIFTY-ONE THOUSAND AND 00/100 DOLLARS (\$51,000.00) due hereunder shall be made as follows:

1. The County and SMG acknowledge a credit due to co-tenant Chicago Title in the amount of THIRTEEN THOUSAND EIGHT HUNDRED TWELVE AND 50/100 DOLLARS (\$13,812.50) for payments previously made and accepted during a closure period of the Arena.

a. Chicago Title shall pay ELEVEN THOUSAND SIX HUNDRED EIGHTY SEVEN HUNDRED AND 50/100 DOLLARS (\$11,687.50) for year two of the lease agreement with payment due on or before September 1, 2023.

b. Chicago Title shall pay TWELVE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$12,750.00) for year three of the lease agreement due on or before September 1, 2024.

2. The County and SMG acknowledge a credit due to co-tenant James Kleinbaum Attorney at Law in the amount of FOURTEEN THOUSAND THREE HUNDRED TWELVE AND 50/100 DOLLARS (\$14,312.50) for payments previously made and accepted during a closure period of the Arena.

a. James Kleinbaum Attorney at Law shall pay ELEVEN THOUSAND ONE HUNDRED EIGHTY SEVEN AND 50/100 DOLLARS (\$11,187.50) for year two of the lease agreement with payment due on or before September 1, 2023.

b. James Kleinbaum Attorney at Law shall pay TWELVE THOUSAND SEVEN HUNDRED FIFTY AND 50/100 DOLLARS (\$12,750.00) for year three of the lease agreement with payment due on or before September 1, 2024.

3. The County and SMG acknowledge a credit due to co-tenant Northeastern Insurance Agency in the amount of ONE THOUSAND FIVE HUNDRED 00/100 DOLLARS (\$1,500.00) in the form of a one-time non-refundable deposit from co-tenant. This amount has been credited to the first required payment due under the agreement from co-tenant.

a. Northeast Insurance Agency shall pay TWENTY FOUR THOUSAND AND 00/100 DOLLARS (\$24,000.00) due on or before execution of the lease for the first year (2022) of the lease agreement.

b. Northeast Insurance Agency shall pay TWENTY FIVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$25,500.00) for year on or before September 1 during each subsequent contract year of the lease agreement.

D. The foregoing payment installments are solely for the Suiteholder's convenience. Any default in payment of installments set forth herein shall provide the County the right to elect, in addition to and not to the exclusion of any other remedy allowed by law:

1. To accelerate the whole of the amount set forth in Paragraph A above for the whole of the Lease term remaining, which amount shall become at once due and payable without notice or demand, and/or
2. To withhold providing the Suiteholder with tickets and parking tickets to all events until such time as the co-tenant is no longer in default of its payment obligations.

E. The term "Contract Year" as used herein, shall mean any year during the term hereof commencing on September 1, and ending the following August 31.

F. The Suiteholder shall pay any and all sales tax, if any, determined by the New York State Department of Taxation and Finance to be due and payable under the terms of this Lease.

G. A flat screen TV and cable access is provided in each suite. A current charge of \$20.00 per month is billed for cable service.

H. A telephone is provided in each Suite. Suiteholder will be billed a monthly fee of \$32.00 and for any long distance calls made from the telephone.

ARTICLE 5. OBLIGATIONS OF THE COUNTY

The County agrees to provide the following services and rights to Suiteholder with respect to the said Suite:

A. Suiteholder shall be entitled to the sole and exclusive use of the said Suite during all ticketed events throughout the term of this Lease, subject to the terms and conditions contained herein, with the exception of events and tournaments of the National Collegiate Athletic Association (NCAA). Suite tickets for NCAA events may be purchased by the Suiteholder at the sole expense of the Suiteholder. Notwithstanding any other provision to the contrary, if the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite to any NCAA event, the County shall have the right to assign the Suite during such NCAA events or retain the Suite for County use during such NCAA events without compensation to the Suiteholder. With the aforementioned exception for NCAA events for which the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite, the County agrees, that so long as Suiteholder is not in default of any of the terms and conditions of this Lease, no other person or entity shall be permitted to use the Suite for any purpose at any time during the term of the Lease without each co-tenant's prior consent.

B. Suiteholder shall have the opportunity to purchase up to sixteen (16) tickets for seats in preferred locations outside the Suite for all ticketed events presented in the Arena for the duration of this Lease, except that for certain events in the discretion of SMG, the Suiteholder may be limited to eight (8) tickets in preferred locations outside of the Suite. Tickets for all Arena events purchased hereunder shall be at the sole expense of the Suiteholder. The price of such tickets shall be the price set for the seats in the row directly in front of the Suite.

C. Suiteholder shall receive during each contract year four (4) free reserved parking places in the adjoining parking garage for each and every ticketed event held at the Arena, except for NCAA Tournaments or Events. Parking for NCAA Tournaments and Events may be purchased separately at the sole expense of the Suiteholder.

D. Custodial cleaning of Suite after events and annual "spring cleaning."

E. Said suite shall accommodate sixteen (16) persons and shall be serviced and furnished as provided herein and in Exhibit "A" annexed hereto and made a part hereof.

F. The operational and management obligations of the County under this Lease will be implemented and administered by SMG.

ARTICLE 6. USE OF SUITE

A. Suiteholder shall use and occupy the Suite solely for the observance of events at the Arena in accordance with the terms of this Lease and such other written rules and regulations as the County may promulgate from time to time. Suiteholder's rights to use the Suite during all events throughout the term of this Lease shall be subject at all times to all of the terms and conditions contained herein.

B. Suiteholder's right of access to the Suite for any event shall be solely by presentation of tickets for such event, it being understood that the County shall furnish to Suiteholder the tickets for each event, such tickets to be made available by the County to Suiteholder prior to each event in accordance with procedures established by the County, subject to the terms and conditions set forth in this Lease.

C. Suiteholder shall not sell any food or beverages whatsoever in the Suite. Any food, or beverage used or required in the Suite shall be obtained from Aramark Corporation, or a concessionaire designated by the County, and Suiteholder shall promptly pay all bills for food, beverages and services furnished, sold or rendered to Suiteholder in connection with Suiteholder's use of this Suite. Notwithstanding the foregoing, Suiteholder shall have the right to bring or cause to be brought nonalcoholic beverages into the Suite for its own use or the use of its invitees provided that beverages shall not be brought into the Suite for the purpose of resale to the public and may not be provided by an outside caterer.

D. Suiteholder and Suiteholder's guests shall at all times maintain proper decorum while using the Suite and shall not attach or display any sign, advertisements or notices in or around the Suite without the prior written consent of the County, which consent shall not be unreasonably withheld.

E. Suiteholder and Suiteholder's guests shall comply with all applicable governmental laws and orders, including but not limited to all laws and orders governing smoking in public place. Suiteholder and Suiteholder's guests shall comply with all rules promulgated by the County relating to the use and occupancy of the Suite to the extent consistent with the rights of Suiteholder under this Lease.

F. Any changes or upgrading of the Suite's finishings and/or furnishings shall be solely at Suiteholder's expense and only with prior written permission of the County, which permission shall not be unreasonably withheld.

G. Suiteholder shall commit no waste of the leased premises and agrees to take good care of the premises, the fixtures and appurtenances.

ARTICLE 7. RIGHT OF ENTRY

The County and its employees and agents shall have the right to enter Suiteholder's leased premises for: (a) the performance of the duties required to be performed by the County hereunder, and for any and all purposes related thereto, and (b) to investigate any suspected violations of the provisions of this Lease, County rules, and/or any applicable governmental laws, orders, codes or regulations.

ARTICLE 8. INSURANCE.

A. Suiteholder, at its own expense, shall maintain and keep in effect, with insurance companies acceptable to the County, insurance hereinafter specified, with respect to Suiteholder's obligations under this Lease. Suiteholder shall provide the County annually with a certificate of insurance at least ten (10) days prior to the commencement of the contract year evidencing Suiteholder's payment for a comprehensive general liability policy covering bodily injury, property damage, personal injury and products liability coverage in the amount of at least ONE MILLION (\$1,000,000) DOLLARS per occurrence, including fire legal liability coverage in the amount of FIFTY THOUSAND (\$50,000) DOLLARS per occurrence. The insurance shall (a) name the County of Albany, State of New York, New York State Urban Development Corporation, SMG, the MVP Health Care, as additional, co-insureds as their interest may appear, and (b) provide that the policy(ies) shall remain in full force and effect notwithstanding that the insured has waived his right of action against any party prior to the occurrence of a loss.

B. In the event Suiteholder fails to maintain and keep such insurance in effect, the County has the option to elect against such Suiteholder that fails to obtain and/or maintain insurance as required herein, (A) to treat such breach as a default and terminate any/or all Suiteholder's rights under this Lease in accordance with Article 9 of this agreement, (B) to cure such breach on reasonable notice to the Suiteholder, at the expense of such Suiteholder, and such Suiteholder shall be liable for the reasonable amount of all expenses incurred by the County in curing the breach on Suiteholder's behalf, which shall be payable to the County on demand as additional rent, or (C) to withhold providing Suiteholder with tickets and parking passes to all events until such time as Suiteholder has provided the County with proof, acceptable to the County, that insurance is in full force and effect.

ARTICLE 9. FORCE MAJEURE

It is understood and agreed that the County shall not be responsible to Suiteholder (through a refund of rent or otherwise) for the cancellation or non-performance of any events scheduled at the Arena due to any cause or circumstances beyond the County's control. Suiteholder shall have no claim against the County for any abatement of rent, nor shall the same constitute a constructive or partial eviction, unless the same is continuing for a period of one (1) month.

ARTICLE 10. DEFAULT AND TERMINATION

A. In addition to any other remedy to which the County may be entitled by law or as set forth in this Lease, in the event Suiteholder fails to promptly and timely make the payments required hereunder or otherwise breaches any of the terms and conditions herein contained or any rules promulgated hereunder, the County shall have the right to cancel this Lease on fifteen (15) days prior written notice, subject to the right of Suiteholder to cure such breach within said period, with the exception of any violation by Suiteholder of the provisions of Art. 12-B and/or C which violations Suiteholder shall not have the right to cure. All rights of Suiteholder under this Lease shall then terminate and the County shall have no further obligation of any kind to Suiteholder and the County shall have the right to exclude Suiteholder from the Suite. In the event of termination, any advance rentals held by the County may be applied by the County to any obligation of the Suiteholder for the use of the Suite. Notwithstanding any exclusion under this Lease, the liability of Suiteholder for payments owed to the County in the form of rent and additional rent, shall not be extinguished for the balance of the term hereof and Suiteholder shall pay the County any deficiency arising from non-payment of such Suiteholder, including any deficiency resulting from reletting of the premises at a reduced rate. Further, the County shall have the right to relet Suiteholder's interest under this Lease and terminate Suiteholder's right under this Lease. Any re-letting of the premises upon termination, eviction, or re-entry shall be solely on Suiteholder's behalf and shall not be deemed to be the County's acceptance of Suiteholder's surrender of the premises. Any deficiencies arising from the re-letting shall be due from the defaulting Suiteholder on the first day of each of the following years for the remainder of the term.

B. In addition to any other remedy allowed by law or by this Lease, in the event either Suiteholder is in default of any obligation set forth in this Lease, the County retains the option to withhold providing a defaulting Suiteholder with event tickets and parking tickets until any breach or default is cured. Additionally, the County may also sue the defaulting Suiteholder each year for all payments due under this Lease until the end of the term.

ARTICLE 11. WAIVER, INDEMNIFICATION AND DAMAGE

A. The failure of any party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition or option in any other instance.

B. The County shall not be responsible for theft or any other loss or disappearance of any of the property of Suiteholder or its guests except if caused by the negligent act, omission or misconduct by the County, its employees or agents.

C. Suiteholder shall hold and save the County of Albany, State of New York, New York State Urban Development Corporation, the MVP Health Care, and SMG, their officers, employees, and agents harmless from and indemnify them against any and all liability of any kind whatsoever occasioned within the Suite or ways or walks immediately adjacent thereto by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the Suiteholder or any of its officers, agents, representatives, guests,

employees, invitees or any other persons admitted by the Suiteholder upon the premises except County or facility employees in the performance of their official duties. Suiteholder shall, at its own cost and expense, defend and protect the County against any and all such claims or demands.

D. Suiteholder shall reimburse County for any destruction of or damage to the Suite or any County property caused by Suiteholder or Suiteholder's employees, guests and/or invitees.

E. If the Suite is destroyed or is substantially damaged by elements or fire or other casualty so as to become untenable, and the County elects to restore the Suite or repair such damage, this Lease shall remain in full force and Suiteholder shall be entitled to be reimbursed for the period the Suite is untenable. However, no such reimbursement shall be allowed if Suiteholder or Suiteholder's guests caused the destruction or damage. If the County does not elect, as aforesaid, to restore or repair the Suite within a reasonable period of time, the County shall have the right, to be exercised by notice in writing, delivered to Suiteholder within ninety (90) days from and after said occurrence, to terminate this Lease, and the tenancy hereby created shall cease as of the date of said occurrence, with rent to be adjusted as of the date of such occurrence.

ARTICLE 12. RENEWAL; ASSIGNMENT OR SUBLETTING; SALE OF PASSES

A. Renewal of Agreement

1. Upon expiration of the original term of this Lease (and upon expiration of any extended term or terms, arising pursuant to the provisions of this subparagraph) pursuant to County Law §215, the County shall grant to the Suiteholder the right of first refusal to enter into a new lease with respect to the Suite held by the Suiteholder.
2. The of first refusal shall be exercised by the Suiteholder, if at all, by written notice to the County at least one hundred and twenty (120) days prior to the expiration of the original term (or any such extended term) as provided. If Suiteholder does not timely notify the County, this Lease shall terminate at the conclusion of the original term or such extended term, as the case may be, and the County shall be free to lease the Suite to any party, commencing on the next following September 1st, it being understood that said first right of refusal, if not affirmatively exercised as aforesaid for any next succeeding term, lapses as to all subsequent terms. All property remaining on the premises after the last day of the term shall be conclusively deemed abandoned and may be removed by the County at the Suiteholder's expense. The County may also have any such property stored at the Suiteholder's sole risk and expense.
3. The right of refusal to renew shall be upon the same terms and conditions as are contained in this Lease, except that the annual payment for any additional term entered pursuant to this paragraph shall be mutually agreed to by the Parties, and

finally approved by the Albany County Legislature in accordance with County Law §215.

B. Except as hereinafter provided, Suiteholder shall have no right to assign this Lease or to sell or sublet all or any portion of the Suite. The County shall have the prior right of review of any proposed assignment or subletting of the entire Suite to an entity. In determining whether to consent to such proposed assignment or sublease, the County shall give primary consideration to the financial capability of the entity to which such assignment or sublease is proposed. If such financial capability is demonstrated, consent shall not be unreasonably withheld. Upon prior written notice, the Suiteholder may assign this agreement without County consent in the event of a merger, consolidation, or sale of all or substantially all of the Suiteholder's assets where the assignment is made to the survivor of such merger or consolidation or the purchaser of such assets. If consent is given by the County to an assignment or subletting of this Suite or any interest therein, the County shall not be barred from subsequently refusing to consent to any further assignment or sublease. Any attempt to sell, assign or sublet in violation of this paragraph without County consent, shall be deemed a default, entitling the County to elect any remedy authorized by law or by the terms of this agreement. If the premises are occupied by anybody other than Suiteholder, and suiteholder is in default hereunder, the County may collect all payments due and owing from the occupant; but no such collection shall be deemed a waiver of the covenant herein against assignment and subletting or the acceptance of such occupant as a Suiteholder or a release of Suiteholder from further performance of the covenant(s) herein contained.

C. No sale by Suiteholder of any tickets issued to it pursuant to Article 5 hereof is permissible; and any sale or attempted sale of such tickets by Suiteholder will be deemed to be a material breach of Suiteholder's obligations hereunder, and shall subject Suiteholder to the termination provisions of Article 9 at the sole option of the County. The unauthorized sale of any tickets by agents, employees or guests of Suiteholder will not be deemed a material breach of the lease subjecting Suiteholder to the termination provisions of Article 9. Suiteholder reserves the right to distribute tickets for promotion, advertising or other similar purposes.

ARTICLE 13. RIGHT TO CURE; CONDITIONS OF LIABILITY; RIGHT TO SHOW PREMISES.

A. In the event Suiteholder breaches any covenant or condition of this Lease, the County may, on reasonable notice to Suiteholder (except that no notice need be given in case of emergency), cure such breach at the expense of the Suiteholder. Any reasonable expenses incurred by the County or by SMG acting on the County's behalf to cure, shall be deemed additional rent and shall be payable on demand.

B. Suiteholder shall not be entitled to claim a constructive eviction from the premises unless the Suiteholder first notifies the County in writing of the condition or conditions giving rise thereto, and, if the complaints be justified, the County fails within thirty (30) days after receipt of said notice to remedy such conditions.

C. The County has the right to enter the Suite to show the premises to prospective lessees or sublessees.

ARTICLE 14. SUCCESSORS AND ASSIGNS

This Lease and the covenants and conditions herein contained shall be binding upon, and inure to the benefit of, the Parties hereto, their respective heirs, devisees, personal representatives, and permitted successors and assigns. This Article shall not be construed to convey any right inconsistent with the terms of Article 9 relative to assignment of this lease or subletting of all or any portion of the Suite.

ARTICLE 15. HEADINGS; CONSTRUCTION

The headings appearing in this Lease are for the purpose of easy reference only and shall not be considered a part of this Lease or in any way to modify, to amend, or to affect the provisions hereof. This Lease shall be construed with equal weight for the rights of the Parties.

ARTICLE 16. ENTIRE AGREEMENT

The Parties agree that this Lease shall constitute the only agreement between them relative to the Suite and that no oral statements and/or no prior written matter extrinsic to this instrument shall have any force or effect. This Lease shall not be modified except by writing subscribed by all Parties.

ARTICLE 17. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Lease shall be deemed properly given if, and only if delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

County of Albany	Suiteholder	SMG
County of Albany	Chicago Title	SMG
Department of Law	80 State Street	51 S. Pearl Street
112 State Street, Rm. 600	Albany, New York 12207	Albany, New York 12207
Albany, NY 12207		

AND

James Kleinbaum
Attorney at Law
18 Park Row
Chatham, New York 12037

AND

Northeaster Insurance Agency,LLC
1214 Troy Schenectady Road
Latham , New York 12110

ARTICLE 18. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, paragraph or article of this Lease shall be held unconstitutional, invalid or ineffective, in whole or in part, by a court of competent jurisdiction, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, paragraphs or articles hereof.

ARTICLE 19. MISCELLANEOUS

A. This Lease has been executed in and shall be governed by the Laws of the State of New York.

B. Notwithstanding any clauses to the contrary herein, any Suiteholder property brought into the Suite and not physically secured to said premises through normally accepted trade methods of permanent installation shall not become the property of any entity other than the Suiteholder.

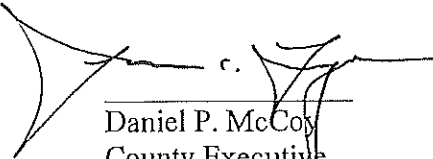
C. The County shall hold and save harmless the Suiteholders, their employees, officers, agents and guests from and indemnify them, against any and all liability of any kind whatsoever occasioned in, on, upon or about the Albany County Civic Center by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the County, SMG, their respective agents, employees, officers and guests, except for those persons admitted to the Suite by the Suiteholders. The County shall at its own cost and expense, defend and hold harmless the Suiteholders, their employees, officers, agents and guests against any and all such claims. The County hereby represents and warrants to the Suiteholders that the Albany County Civic Center is in and shall continue to be in compliance with all federal, state and local rules, regulations and law.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the day and year set forth below.

County of Albany

SMG

Chicago Title


Daniel P. McCoy
County Executive
or Daniel C. Lynch
Deputy County Exec.


Robert H. Belber
G. M.

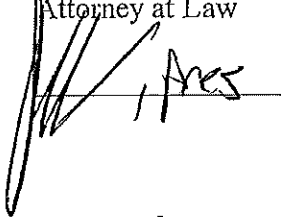


Dated: 5/9/2023

Dated: 5/2/23

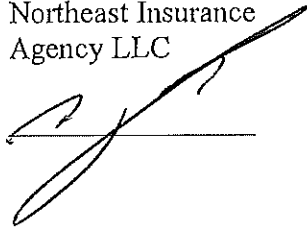
Dated: 05/02/2023

James Kleinbaum
Attorney at Law



Dated: 1/4/23

Northeast Insurance
Agency LLC



Dated: 1/19/23

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

On the ____ day of _____, 2022, 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 9th day of May, 2022, 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.

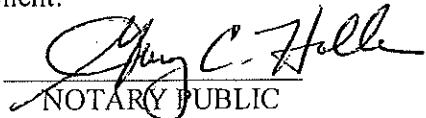


NOTARY PUBLIC

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 2 day of MAY, 2022, before me, the undersigned, a notary public in and for the state personally appeared Robert H. Belber, G.M. of the MVP Arena, 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 whose behalf the individual acted, executed the instrument.



NOTARY PUBLIC

GARY C. HOLLE
Notary Public, State of New York
No. 01H06362978
Qualified in Albany County
Commission Expires Aug 14, 2025

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

On the 4th day of January, ²⁰²³~~2022~~, before me, the undersigned, a notary public in and for the state, personally appeared James H. H. H. H., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the 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 whose behalf the individual acted, executed the instrument.

Alec R. Emley
Notary Public, State of New York
Registration No. 02EM6436124
Qualified in Albany County
Commission Expires July 11, 2025

Alec R. Emley
NOTARY PUBLIC

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

On the 19 day of January, 2023, before me, the undersigned, a notary public in and for the state, personally appeared Michael Venezio, 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 whose behalf the individual acted, executed the instrument.

COURTNEY MARIE LUSSIER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LU6394089
Qualified in Saratoga County
My Commission Expires: JULY 17 2023

Courtney Lussier
NOTARY PUBLIC

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

On the 02nd day of May, ²³~~2022~~, before me, the undersigned, a notary public in and for the state, personally appeared Michael J. Naegels, 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 whose behalf the individual acted, executed the instrument.

PENNY L. EPLER-CARL
Notary Public, State of New York
Qualified in Albany County
No. 02EP6105817
Commission Expires 02/20/26

Penny Epler-Carl
NOTARY PUBLIC

8/10/24

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

On the ____ day of _____, 2022 before me, the undersigned, a notary public in and for the state, personally appeared _____, 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 whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, 2022, before me, the undersigned, a notary public in and for the state, personally appeared _____, 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 whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT "A"
SUITE NO. 25
CORPORATE SUITE FURNISHINGS

Finished and furnished Suite shall include:

- a. Wall to wall carpeting;
- b. Acoustical tile ceiling;
- c. Upholstered fabric stadium chairs with arms-seating areas to be raised for maximum visibility;
- d. Washroom containing appropriate amenities;
- e. Bar with wet sink;
- f. Television monitor bracketed from ceiling;
- g. Sliding glass window opening onto auditorium;
- h. Telephone availability;
- i. Recessed step aisle lighting;
- j. Heating, ventilation, and air conditioning.

Any upgrading of the Suite finishings and furnishings desired by Suiteholder shall be at Suiteholder's sole expense and only with the prior written permission of the County, which shall not be unreasonably withheld. All such improvements, alterations or additions shall become the property of the County and shall remain on and be surrendered with the premises, as part thereof at the termination of this Lease without disturbance, molestation, or injury.

Request for Contract Approval	
Contract #	2025-2986
Contract Type	CAB
Contract Action (New, Renewal, Amendment)	New
Procurement Type (Bid, RFP, Other)	Other
Department	MVP
Date submitted	07/09/25
Contact person	Bob Belber
Contact Phone	518-487-2008
Vendor	United Group of Companies, Inc / Girvin & Ferlazzo, P.C / JP Sobiech Strategies LLC/ BAC Sales, Inc
Estimated Amount	\$163,500.00
Estimated Term	09/01/25-08/31/28
Scope of Services	Renting Suite 16 @ MVP Arena
Budget Line Item	A27128-02451
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

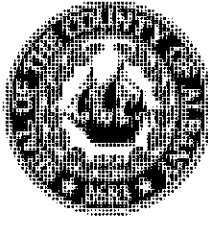
For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce Hidley
Albany County Clerk

Joanne Cunningham
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
MVP ARENA

ROBERT BELBER
GENERAL MANAGER

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

51 SOUTH PEARL STREET
ALBANY, NEW YORK, 12207-2021
(518) 487-2000 - FAX (518) 487-2020
www.mvparena.com

NATHAN SIMS
ASST GM & DIRECTOR
OF OPERATIONS

Date: June 20, 2025

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

Dear Chairwoman Cunningham:

Re: REQUEST FOR APPROVAL OF RENEWAL LEASE FOR SUITE # 16
The United Group of Companies, Inc.
Girvin & Ferlazzo, P.C.
JP Sobiech Strategies LLC
BAC Sales, Inc.

Please see the Request for Legislative Action for the renewal of the Suite # 16. This lease was under the names – The United Group of Companies, Inc. / Girvin & Ferlazzo, P.C./ JP Sobiech Strategies LLC / BAC Sales, Inc.

The current lease expires on August 31, 2025. The new lease will be for a period/term of three years from September 1, 2025 through August 31, 2028.

The annual fees payable from the tenant equal - \$54,500.00. The total value of the lease over three years is - \$163,500.00.

The suite holders have collectively paid a deposit in the amount of \$3,000 which will be applied towards the first year's payable rent.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bob Belber".

Robert Belber
General Manager

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel

MVP ARENASM

Albany, New York

LETTER OF INTENT

BY

BAC SALES, INC.

FOR CORPORATE SUITE #16

(This suite is shared with Givin & Ferlazzo, P.C.,
United Group of Companies, Inc., and JPS Strategies)

The above-named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the MVP ARENA (hereafter the "MVP ARENA") and evidencing our support of this facility by this *Letter of Intent*.

This *Letter of Intent* demonstrates our intention to lease one of the MVP ARENA Private Corporate Suites, namely Suite #16 (hereafter the Suite). The cost to lease one quarter of these suites will be THIRTEEN THOUSAND SIX HUNDRED TWENTY-FIVE AND 00/100 DOLLARS (\$13,625.00) per contract year for a three (3) year term. The lease term is September 1, 2025, to August 31, 2028. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

EACH suite will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Four (4) passes will be provided at no charge for all Albany Firebirds arena football, Albany FireWolves lacrosse, and Siena College men's basketball home games. Four (4) passes will also be provided for every ticketed event at the MVP ARENA in each contract year with the exception of the NCAA events. Suite tickets for NCAA championship events can be purchased by the Suite holder.

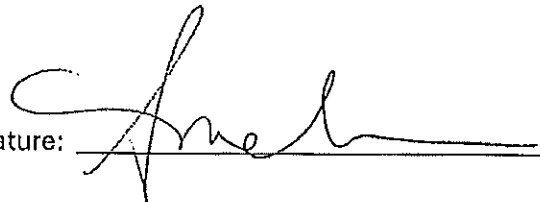
Furthermore, EACH suite holder will be entitled to purchase up to four (4) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to two (2) additional "outside" seats.

To further solidify this *Letter of Intent*, a non-refundable deposit of \$750.00 (SEVEN HUNDRED FIFTY AND 00/100 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.

MVP **ARENA**SM
Albany, New York

Letter of Intent
BAC SALES, INC.
Suite #16
Page 2

Date: 6/3/25

Signature: 

Name (Print): Amanda Melino

Title: Owner

B.A.C. Sales, Inc.

45313

Invoice Date	Invoice Number	Invoice Amount	Debit Amount	Cash Dsct	Net Amount
06/03/25	ARIV0000894	750.00	0.00	0.00	750.00

Check# 045313 Totals : 750.00 0.00 0.00 750.00
MVP ARENA Check Date: 06/03/25

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.



B.A.C. Sales, Inc.
1871 Route 9H
Hudson, New York 12534
518-828-6363
www.bacsales.com

PIONEER BANK

45313

CHECK NO: 045313

PAY *****750 and 00/100 dollars

DATE

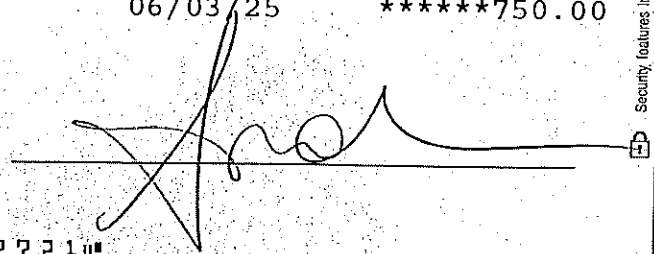
AMOUNT

06/03/25

*****750.00

TO THE
ORDER
OF

MVP ARENA
51 S PEARL ST
ALBANY NY 12207



⑈045313⑈ ⑆221371372⑆ 128007721⑈

Security features included: Details on back.



MP



LETTER OF INTENT

BY

GIRVIN & FERLAZZO, P.C.

FOR CORPORATE SUITE #16

**(This suite is shared with United Group of Companies,
JPS Strategies and FPI Mechanical)**

The above-named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the MVP ARENA (hereafter the "MVP ARENA") and evidencing our support of this facility by this *Letter of Intent*.

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Furthermore, each SUITE holder will be entitled to purchase up to four (4) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to two (2) additional "outside" seats.

To further solidify this *Letter of Intent*, a non-refundable deposit of \$750.00 (SEVEN HUNDRED FIFTY DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.

MVP **ARENA**SM
Albany, New York

Letter of Intent
GIRVIN & FERLAZZO, P.C.
Suite #16
Page 2

Date: 3/17/25

Signature: Audrey E. Sandner

Name (Print): Audrey E. Sandner

Title: Office Manager

GIRVIN & FERLAZZO, PC GENERAL ACCOUNT

11500

3271.00 MVP Arena
03/17/2025 Suite Deposit

750.00

750.00

04/30/2025

11500

Gross:

750.00

Ded:

0.00 Net:

750.00

HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER. HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED.

11500



GIRVIN & FERLAZZO, PC
GENERAL ACCOUNT
20 CORPORATE WOODS BLVD
ALBANY, NEW YORK 12211-2396
(518) 462-0300

M&T Bank

10-4/220

04/30/2025

****\$750.00

*** SEVEN HUNDRED FIFTY & 00/100 DOLLARS

AMOUNT

PAY
TO THE
ORDER
OF MVP Arena
51 South Pearl Street
Albany NY 12207



AUTHORIZED SIGNATURE

MEMO: Suite Deposit

⑈0 1 1500⑈ ⑆0 22000046⑆

9877348780⑈

Security features. Details on back.



LETTER OF INTENT

BY

JPS STRATEGIES

FOR CORPORATE SUITE #16

**(This suite is shared with Givin & Ferlazzo, P.C.,
United Group of Companies, INC., and FPI Mechanical)**

The above-named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the MVP ARENA (hereafter the "MVP ARENA") and evidencing our support of this facility by this *Letter of Intent*.

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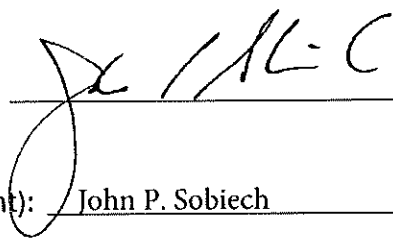
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Letter of Intent
JPS STRATEGIES
Suite #16
Page 2

Date: 04/30/25

Signature: 

Name (Print): John P. Sobiech

Title: Member - JPS Strategies

JP SOBIECH STRATEGIES LLC

27 6TH STREET
WATERFORD, NY 12188

50-7137/2213

248

DATE April 30, 2025

PAY TO THE
ORDER OF

MVP Arena

\$ 750.00

Seven Hundred Fifty 00/100

DOLLARS

PIONEER BANK

Member FDIC Equal Housing Lender

Suite 16

MEMO ARIV0000668 - Lot Deposit

2213713721 000 88118121 0248

NASM

Albany, NY 12207
USA

Payment:
Due date:
Invoice account:
Customer PO:

ARIV0000668
02/28/2025
Net 30 Days
03/30/2025
057627

Bill to:

JP SOBIECH STRATEGIES
27 6TH STREET, JOHN SOBIECH
WATERFORD, NY 12188
USA

Description	Quantity	Unit price	Net amount
Letter of Intent Deposit for Suite 16 for term 9/1/25-8/31/28	1.00	0.00	750.00

Grand Total	750.00
Currency	USD

Remittance Instructions:

For further assistance please contact the finance department.

Please Mail Checks To:

MVP Arena
51 S Pearl St
Albany, NY 12207
USA

Electronic Payments To:

Click or tap here to enter text.

FEIN 23-2511871



LETTER OF INTENT

BY

UNITED GROUP OF COMPANIES, INC.

FOR CORPORATE SUITE #16

**(This suite is shared with Givin & Ferlazzo, P.C.,
JPS Strategies and FPI Mechanical)**

The above-named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the MVP ARENA (hereafter the "MVP ARENA") and evidencing our support of this facility by this *Letter of Intent*.

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Letter of Intent
United Group of Companies, INC.
Suite #16
Page 2

Date: 3/21/20285

Signature:

A handwritten signature in black ink, appearing to read "Michael J. Uccellini", written over a horizontal line.

Name (Print): Michael J Uccellini

Title: President/CEO

Date: Apr 23, 2025

Ck#: 125251

Total: \$750.00

Bank: M&T Bank

Payee: MVP Arena

Property	Account	Invoice Date	Inv.#	Account No.	Description	Amount
United Realty Management Corp	1200-000-000-Prepaid Expenses	02/28/2025	ARV0000666		Suite 16B Rental 9/1/25 - 8/31...	\$750.00
						\$750.00

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

United Realty Management Corp
Operating Account
300 Jordan Road
Troy, NY 12180

M&T Bank

125251

Date: 04/23/2025
10-4/220

PAY TO MVP Arena

Amount
\$750.00

Seven Hundred Fifty Dollars And 00/100**

Void after 180 days

PAY TO THE MVP Arena
ORDER OF 51 South Pearl St
Albany, NY 12207

Debra Rose

SECURITY FEATURES INCLUDED. DETAILS ON BACK

11 1 2525 11 10220000461 1002156071 11

RESOLUTION NO. 195

AUTHORIZING LEASE AGREEMENTS WITH GIRVIN & FERLAZZO, PC, JPS STRATEGIES, UNITED GROUP OF COMPANIES, INC., AND FPI MECHANICAL REGARDING CORPORATE SUITE NO. 16 AT THE MVP ARENA

Introduced: 6/13/22

By Public Works Committee:

WHEREAS, The General Manager of the MVP Arena has indicated that the following four proposed Suite holders have expressed an interest in lease agreements for Corporate Suite No. 16 at the MVP Arena in accordance with the terms and conditions approved by the County Attorney, and

Suite Holder	Address
Girvin & Ferlazzo, PC	20 Corporate Woods Blvd., Albany, NY 12211
JPS Strategies	27 6 th Street, Waterford, NY 12188
United Group of Companies, Inc.	300 Jordan Road, Troy, NY 12180
FPI Mechanical	11 Green Mountain Drive, Cohoes, NY 12047

, and

WHEREAS, Due to the closure of the MVP Arena caused by the COVID-19 pandemic, a credit has been provided to each of the suite holders towards the first year amounts owed on the new lease agreements for payments made during the months of April 2020 through April 2021, and

WHEREAS, The total amount of \$51,000 shall be made for each of the three years of the lease agreements, and

WHEREAS, Girvin & Ferlazzo, PC will be credited in the amount of \$6,187.50, with annual payments to be made in the amount of \$6,562.50 for year one, \$12,750 for year two, and \$12,750 for year three for a total amount of \$32,063, and

WHEREAS, JPS Strategies will be credited in the amount of \$13,812.50, with annual payments to be made in the amount of \$0 for year one, \$11,687.50 for year two, and \$12,750 for year three for a total amount of \$24,438, and

WHEREAS, United Group of Companies, Inc. will be credited in the amount of \$13,812.50, with annual payments to be made in the amount of \$0 for year one, \$11,687.50 for year two, and \$12,750 for year three for a total amount of \$24,438, and

WHEREAS, FPI Mechanical will be credited in the amount of \$1,062.50, with annual payments to be made in the amount of \$11,687.50 for year one, \$12,750 for year two, and \$12,750 for year three for a total amount of \$37,188, and

WHEREAS, The Suite holders will also be responsible for sales tax on tickets to sporting events and cable TV monthly charges as well as any catered food they purchase through Aramark at the MVP Arena, and

WHEREAS, The term of said agreements to lease Suite No. 16 shall be for three years commencing September 1, 2022 and ending August 31, 2025, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into lease agreements with the aforesaid proposed Suite holders to lease Corporate Suite No. 16 at the MVP Arena pursuant to the aforementioned terms, and, be it further

RESOLVED, That the County Attorney is authorized to approve said lease agreements as to form and content prior to the execution thereof, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 6/13/22

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 13th day of June, 2022, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 14th day of June, 2022.



Clerk, Albany County Legislature

CORPORATE SUITE LEASE
between
THE COUNTY OF ALBANY
and
GIRVIN & FERLAZZO, P.C., UNITED GROUP OF COMPANIES, INC.,
JPS STRATEGIES and FPI MECHANICAL

Lease Authorization: Resolution No.: 195 for 2022

This is an Agreement to lease ("Lease") a suite at the Albany County Civic Center, currently known as the MVP Arena, by and between; the County of Albany, a municipal corporation organized and existing under the laws of New York State, with offices located at 112 State Street, Albany, New York 12207 (hereinafter referred to as "County") SMG, as managing agent of the MVP Arena with offices located at 51 South Pearl Street, Albany, New York 12207 (hereinafter "SMG"), and Girvin & Ferlazzo, P.C. with offices located at 20 Corporate Woods Blvd., Albany, New York 12211, and United Group of Companies, Inc. with offices located at 300 Jordan Road Troy, New York 12180, and JPS Strategies with offices located at 27 6th Street, Waterford, New York 12188 and FPI Mechanical with offices located at 11 Green Mountain Drive, Cohoes, New York 12047 (together hereinafter referred to as "Suiteholder").

WHEREAS, the County has available for lease certain private enclosed suites at its civic center; and

WHEREAS, Suiteholder proposes to lease one suite; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into this Lease Agreement pursuant to Resolution No. 195 for 2022;

NOW, THEREFORE, the County, SMG and Suiteholder, intending to be legally bound hereby, mutually agree as follows:

ARTICLE 1. LEASED PREMISES: SUITE

The County hereby leases to Suiteholder and Suiteholder hereby agrees to lease from County, Suite No. 16 (the "Suite") as more specifically described in Exhibit "A" for Suiteholder's use during the lease term.

ARTICLE 2. TERM

The term of this Lease shall be for a period of three (3) years, commencing on September 1, 2022 and ending on August 31, 2025. At the expiration of the term, Suiteholder shall return the suite to the County broom clean and without damage, reasonable wear and tear excepted. Any and all permanent fixtures and structural improvements provided by Suiteholder shall become the property of the County without any reimbursement by or cost to the County.

ARTICLE 3. CO-TENANCY

A. Girvin & Ferlazzo, P.C., United Group of Companies, JPS Strategies and FPI Mechanical referred to collectively as "Suiteholder" in this Agreement, hereby mutually agree to co-tenancy of Corporate Suite No. 16.

B. Each co-tenant named in this Article shall assume tenancy of one-quarter of the Suite, and responsibility for one-quarter of the payments specified in Article IV.

C. Each co-tenant named in this Article shall assume responsibility for payment for food or beverages obtained from Aramark Corporation or a concessionaire designated by the County used or required by the co-tenant in the suite

D. Notwithstanding any other provision or instrument to the contrary, each of the two co-tenants shall be jointly and severally liable for all responsibilities of the "Suiteholder" in this Lease, except for those responsibilities under Article 4 specifically addressed by paragraph (C) of that Article and those responsibilities under Article 6 paragraph (C) regarding the payment for food and beverages obtained from Aramark Corporation or a concessionaire designated by the County used or required by the co-tenant in the suite.

ARTICLE 4. PAYMENT

Suiteholder agrees to pay to the county the minimum fixed rent, and all other sums due and payable to the county pursuant to this agreement as additional rent, as follows:

A. The Suiteholder agrees to pay to the County during the three-year term of this Lease the amount of ONE HUNDRED FIFTY THREE THOUSAND AND 00/100 DOLLARS (\$153,000.00) for rental of the Suite in equal annual installments of FIFTY ONE THOUSAND AND 00/100 DOLLARS (\$51,000.00).

B. The annual rental totaling FIFTY-ONE THOUSAND AND 00/100 DOLLARS (\$51,000.00) due hereunder shall be made as follows:

1. The County and SMG acknowledge a credit due to co-tenant Girvin and Ferlazzo, PC in the amount of SIX THOUSAND ONE HUNDRED EIGHTY SEVEN AND 50/100 DOLLARS (\$6,187.50) for payments previously made and accepted during a closure period of the Arena.

a. Girvin & Ferlazzo, PC shall pay SIX THOUSAND FIVE HUNDRED SIXTY TWO AND 00/100 DOLLARS (\$6,562.00) due on or before lease execution for the first year (2022) of the lease agreement and,.

b. TWELVE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$12,750.00) due on or before September 1 during each subsequent contract year of the lease agreement.

2. The County and SMG acknowledge a credit due to co-tenant United Group of Companies in the amount of THIRTEEN THOUSAND EIGHT HUNDRED

TWELVE AND 50/100 DOLLARS (\$13,812.50) for payments previously made and accepted during a closure period of the Arena.

a. United Group of Companies shall make no payment the first year (2022) of the lease agreement.

b. United Group of Companies shall pay ELEVEN THOUSAND SIX HUNDRED EIGHTY SEVEN AND 50/100 DOLLARS (\$11,687.50) for year two of the lease agreement with payment due on or before September 1, 2023.

c. United Group of Companies shall pay TWELVE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$12,750.00) for year three of the lease agreement with payment due on or before September 1, 2024.

3. The County and SMG acknowledge a credit due to co-tenant JPS Strategies in the amount of THIRTEEN THOUSAND EIGHT HUNDRED TWELVE AND 50/100 DOLLARS (\$13,812.50) for payments previously made and accepted during a closure period of the Arena.

a. JPS Strategies shall make no payment the first year (2022) of the lease agreement.

b. JPS Strategies shall pay ELEVEN THOUSAND SIX HUNDRED EIGHTY SEVEN AND 50/100 DOLLARS (\$11,687.50) for year two of the lease agreement with payment due on or before September 1, 2023.

c. JPS Strategies shall pay TWELVE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$12,750.00) for year three of the lease agreement with payment due on or before September 1, 2024.

4. The County and SMG acknowledge a credit due to co-tenant FPI Mechanical in the amount of ONE THOUSAND SIXTY TWO AND 50/100 DOLLARS (\$1,062.50) for payments previously made and accepted during a closure period of the Arena.

a. FPI Mechanical shall pay ELEVEN THOUSAND SIX HUNDRED EIGHTY SEVEN AND 00/100 DOLLARS (\$11,687.50) due on or before lease execution for the first year (2022) of the lease agreement and,.

b. TWELVE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$12,750, 00) due on or before September 1 during each subsequent contract year of the lease agreement.

D. The foregoing payment installments are solely for the Suiteholder's convenience. Any default in payment of installments set forth herein shall provide the County the right to elect, in addition to and not to the exclusion of any other remedy allowed by law:

1. To accelerate the whole of the amount set forth in Paragraph A above for the whole of the Lease term remaining, which amount shall become at once due and payable without notice or demand, and/or
2. To withhold providing the Suiteholder with tickets and parking tickets to all events until such time as the co-tenant is no longer in default of its payment obligations.

E. The term "Contract Year" as used herein, shall mean any year during the term hereof commencing on September 1, and ending the following August 31.

F. The Suiteholder shall pay any and all sales tax, if any, determined by the New York State Department of Taxation and Finance to be due and payable under the terms of this Lease.

G. A flat screen TV and cable access is provided in each suite. A current charge of \$20.00 per month is billed for cable service.

H. A telephone is provided in each Suite. Suiteholder will be billed a monthly fee of \$32.00 and for any long distance calls made from the telephone.

ARTICLE 5. OBLIGATIONS OF THE COUNTY

The County agrees to provide the following services and rights to Suiteholder with respect to the said Suite:

A. Suiteholder shall be entitled to the sole and exclusive use of the said Suite during all ticketed events throughout the term of this Lease, subject to the terms and conditions contained herein, with the exception of events and tournaments of the National Collegiate Athletic Association (NCAA). Suite tickets for NCAA events may be purchased by the Suiteholder at the sole expense of the Suiteholder. Notwithstanding any other provision to the contrary, if the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite to any NCAA event, the County shall have the right to assign the Suite during such NCAA events or retain the Suite for County use during such NCAA events without compensation to the Suiteholder. With the aforementioned exception for NCAA events for which the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite, the County agrees, that so long as Suiteholder is not in default of any of the terms and conditions of this Lease, no other person or entity shall be permitted to use the Suite for any purpose at any time during the term of the Lease without each co-tenant's prior consent.

B. Suiteholder shall have the opportunity to purchase up to sixteen (16) tickets for seats in preferred locations outside the Suite for all ticketed events presented in the Arena for the duration of this Lease, except that for certain events in the discretion of SMG, the Suiteholder may be limited to eight (8) tickets in preferred locations outside of the Suite. Tickets for all

Arena events purchased hereunder shall be at the sole expense of the Suiteholder. The price of such tickets shall be the price set for the seats in the row directly in front of the Suite.

C. Suiteholder shall receive during each contract year four (4) free reserved parking places in the adjoining parking garage for each and every ticketed event held at the Arena, except for NCAA Tournaments or Events. Parking for NCAA Tournaments and Events may be purchased separately at the sole expense of the Suiteholder.

D. Custodial cleaning of Suite after events and annual "spring cleaning."

E. Said suite shall accommodate sixteen (16) persons and shall be serviced and furnished as provided herein and in Exhibit "A" annexed hereto and made a part hereof.

F. The operational and management obligations of the County under this Lease will be implemented and administered by SMG.

ARTICLE 6. USE OF SUITE

A. Suiteholder shall use and occupy the Suite solely for the observance of events at the Arena in accordance with the terms of this Lease and such other written rules and regulations as the County may promulgate from time to time. Suiteholder's rights to use the Suite during all events throughout the term of this Lease shall be subject at all times to all of the terms and conditions contained herein.

B. Suiteholder's right of access to the Suite for any event shall be solely by presentation of tickets for such event, it being understood that the County shall furnish to Suiteholder the tickets for each event, such tickets to be made available by the County to Suiteholder prior to each event in accordance with procedures established by the County, subject to the terms and conditions set forth in this Lease.

C. Suiteholder shall not sell any food or beverages whatsoever in the Suite. Any food, or beverage used or required in the Suite shall be obtained from Aramark Corporation, or a concessionaire designated by the County, and Suiteholder shall promptly pay all bills for food, beverages and services furnished, sold or rendered to Suiteholder in connection with Suiteholder's use of this Suite. Notwithstanding the foregoing, Suiteholder shall have the right to bring or cause to be brought nonalcoholic beverages into the Suite for its own use or the use of its invitees provided that beverages shall not be brought into the Suite for the purpose of resale to the public and may not be provided by an outside caterer.

D. Suiteholder and Suiteholder's guests shall at all times maintain proper decorum while using the Suite and shall not attach or display any sign, advertisements or notices in or around the Suite without the prior written consent of the County, which consent shall not be unreasonably withheld.

E. Suiteholder and Suiteholder's guests shall comply with all applicable governmental laws and orders, including but not limited to all laws and orders governing smoking in public

place. Suiteholder and Suiteholder's guests shall comply with all rules promulgated by the County relating to the use and occupancy of the Suite to the extent consistent with the rights of Suiteholder under this Lease.

F. Any changes or upgrading of the Suite's finishings and/or furnishings shall be solely at Suiteholder's expense and only with prior written permission of the County, which permission shall not be unreasonably withheld.

G. Suiteholder shall commit no waste of the leased premises and agrees to take good care of the premises, the fixtures and appurtenances.

ARTICLE 7. RIGHT OF ENTRY

The County and its employees and agents shall have the right to enter Suiteholder's leased premises for: (a) the performance of the duties required to be performed by the County hereunder, and for any and all purposes related thereto, and (b) to investigate any suspected violations of the provisions of this Lease, County rules, and/or any applicable governmental laws, orders, codes or regulations.

ARTICLE 8. INSURANCE.

A. Suiteholder, at its own expense, shall maintain and keep in effect, with insurance companies acceptable to the County, insurance hereinafter specified, with respect to Suiteholder's obligations under this Lease. Suiteholder shall provide the County annually with a certificate of insurance at least ten (10) days prior to the commencement of the contract year evidencing Suiteholder's payment for a comprehensive general liability policy covering bodily injury, property damage, personal injury and products liability coverage in the amount of at least ONE MILLION (\$1,000,000) DOLLARS per occurrence, including fire legal liability coverage in the amount of FIFTY THOUSAND (\$50,000) DOLLARS per occurrence. The insurance shall (a) name the County of Albany, State of New York, New York State Urban Development Corporation, SMG, the MVP Health Care, as additional, co-insureds as their interest may appear, and (b) provide that the policy(ies) shall remain in full force and effect notwithstanding that the insured has waived his right of action against any party prior to the occurrence of a loss.

B. In the event Suiteholder fails to maintain and keep such insurance in effect, the County has the option to elect against such Suiteholder that fails to obtain and/or maintain insurance as required herein, (A) to treat such breach as a default and terminate any/or all Suiteholder's rights under this Lease in accordance with Article 9 of this agreement, (B) to cure such breach on reasonable notice to the Suiteholder, at the expense of such Suiteholder, and such Suiteholder shall be liable for the reasonable amount of all expenses incurred by the County in curing the breach on Suiteholder's behalf, which shall be payable to the County on demand as additional rent, or (C) to withhold providing Suiteholder with tickets and parking passes to all events until such time as Suiteholder has provided the County with proof, acceptable to the County, that insurance is in full force and effect.

ARTICLE 9. FORCE MAJEURE

It is understood and agreed that the County shall not be responsible to Suiteholder (through a refund of rent or otherwise) for the cancellation or non-performance of any events scheduled at the Arena due to any cause or circumstances beyond the County's control. Suiteholder shall have no claim against the County for any abatement of rent, nor shall the same constitute a constructive or partial eviction, unless the same is continuing for a period of one (1) month.

ARTICLE 10. DEFAULT AND TERMINATION

A. In addition to any other remedy to which the County may be entitled by law or as set forth in this Lease, in the event Suiteholder fails to promptly and timely make the payments required hereunder or otherwise breaches any of the terms and conditions herein contained or any rules promulgated hereunder, the County shall have the right to cancel this Lease on fifteen (15) days prior written notice, subject to the right of Suiteholder to cure such breach within said period, with the exception of any violation by Suiteholder of the provisions of Art. 12-B and/or C which violations Suiteholder shall not have the right to cure. All rights of Suiteholder under this Lease shall then terminate and the County shall have no further obligation of any kind to Suiteholder and the County shall have the right to exclude Suiteholder from the Suite. In the event of termination, any advance rentals held by the County may be applied by the County to any obligation of the Suiteholder for the use of the Suite. Notwithstanding any exclusion under this Lease, the liability of Suiteholder for payments owed to the County in the form of rent and additional rent, shall not be extinguished for the balance of the term hereof and Suiteholder shall pay the County any deficiency arising from non-payment of such Suiteholder, including any deficiency resulting from reletting of the premises at a reduced rate. Further, the County shall have the right to relet Suiteholder's interest under this Lease and terminate Suiteholder's right under this Lease. Any re-letting of the premises upon termination, eviction, or re-entry shall be solely on Suiteholder's behalf and shall not be deemed to be the County's acceptance of Suiteholder's surrender of the premises. Any deficiencies arising from the re-letting shall be due from the defaulting Suiteholder on the first day of each of the following years for the remainder of the term.

B. In addition to any other remedy allowed by law or by this Lease, in the event either Suiteholder is in default of any obligation set forth in this Lease, the County retains the option to withhold providing a defaulting Suiteholder with event tickets and parking tickets until any breach or default is cured. Additionally, the County may also sue the defaulting Suiteholder each year for all payments due under this Lease until the end of the term.

ARTICLE 11. WAIVER, INDEMNIFICATION AND DAMAGE

A. The failure of any party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition or option in any other instance.

B. The County shall not be responsible for theft or any other loss or disappearance of any of the property of Suiteholder or its guests except if caused by the negligent act, omission or misconduct by the County, its employees or agents.

C. Suiteholder shall hold and save the County of Albany, State of New York, New York State Urban Development Corporation, the MVP Health Care, and SMG, their officers, employees, and agents harmless from and indemnify them against any and all liability of any kind whatsoever occasioned within the Suite or ways or walks immediately adjacent thereto by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the Suiteholder or any of its officers, agents, representatives, guests, employees, invitees or any other persons admitted by the Suiteholder upon the premises except County or facility employees in the performance of their official duties. Suiteholder shall, at its own cost and expense, defend and protect the County against any and all such claims or demands.

D. Suiteholder shall reimburse County for any destruction of or damage to the Suite or any County property caused by Suiteholder or Suiteholder's employees, guests and/or invitees.

E. If the Suite is destroyed or is substantially damaged by elements or fire or other casualty so as to become untenable, and the County elects to restore the Suite or repair such damage, this Lease shall remain in full force and Suiteholder shall be entitled to be reimbursed for the period the Suite is untenable. However, no such reimbursement shall be allowed if Suiteholder or Suiteholder's guests caused the destruction or damage. If the County does not elect, as aforesaid, to restore or repair the Suite within a reasonable period of time, the County shall have the right, to be exercised by notice in writing, delivered to Suiteholder within ninety (90) days from and after said occurrence, to terminate this Lease, and the tenancy hereby created shall cease as of the date of said occurrence, with rent to be adjusted as of the date of such occurrence.

ARTICLE 12. RENEWAL; ASSIGNMENT OR SUBLETTING; SALE OF PASSES

A. Renewal of Agreement

1. Upon expiration of the original term of this Lease (and upon expiration of any extended term or terms, arising pursuant to the provisions of this subparagraph) pursuant to County Law §215, the County shall grant to the Suiteholder the right of first refusal to enter into a new lease with respect to the Suite held by the Suiteholder.
2. The of first refusal shall be exercised by the Suiteholder, if at all, by written notice to the County at least one hundred and twenty (120) days prior to the expiration of the original term (or any such extended term) as provided. If Suiteholder does not timely notify the County, this Lease shall terminate at the conclusion of the original term or such extended term, as the case may be, and the County shall be free to lease the Suite to any party, commencing on the next

following September 1st, it being understood that said first right of refusal, if not affirmatively exercised as aforesaid for any next succeeding term, lapses as to all subsequent terms. All property remaining on the premises after the last day of the term shall be conclusively deemed abandoned and may be removed by the County at the Suiteholder's expense. The County may also have any such property stored at the Suiteholder's sole risk and expense.

3. The right of refusal to renew shall be upon the same terms and conditions as are contained in this Lease, except that the annual payment for any additional term entered pursuant to this paragraph shall be mutually agreed to by the Parties, and finally approved by the Albany County Legislature in accordance with County Law §215.

B. Except as hereinafter provided, Suiteholder shall have no right to assign this Lease or to sell or sublet all or any portion of the Suite. The County shall have the prior right of review of any proposed assignment or subletting of the entire Suite to an entity. In determining whether to consent to such proposed assignment or sublease, the County shall give primary consideration to the financial capability of the entity to which such assignment or sublease is proposed. If such financial capability is demonstrated, consent shall not be unreasonably withheld. Upon prior written notice, the Suiteholder may assign this agreement without County consent in the event of a merger, consolidation, or sale of all or substantially all of the Suiteholder's assets where the assignment is made to the survivor of such merger or consolidation or the purchaser of such assets. If consent is given by the County to an assignment or subletting of this Suite or any interest therein, the County shall not be barred from subsequently refusing to consent to any further assignment or sublease. Any attempt to sell, assign or sublet in violation of this paragraph without County consent, shall be deemed a default, entitling the County to elect any remedy authorized by law or by the terms of this agreement. If the premises are occupied by anybody other than Suiteholder, and suiteholder is in default hereunder, the County may collect all payments due and owing from the occupant; but no such collection shall be deemed a waiver of the covenant herein against assignment and subletting or the acceptance of such occupant as a Suiteholder or a release of Suiteholder from further performance of the covenant(s) herein contained.

C. No sale by Suiteholder of any tickets issued to it pursuant to Article 5 hereof is permissible; and any sale or attempted sale of such tickets by Suiteholder will be deemed to be a material breach of Suiteholder's obligations hereunder, and shall subject Suiteholder to the termination provisions of Article 9 at the sole option of the County. The unauthorized sale of any tickets by agents, employees or guests of Suiteholder will not be deemed a material breach of the lease subjecting Suiteholder to the termination provisions of Article 9. Suiteholder reserves the right to distribute tickets for promotion, advertising or other similar purposes.

ARTICLE 13. RIGHT TO CURE; CONDITIONS OF LIABILITY; RIGHT TO SHOW PREMISES.

A. In the event Suiteholder breaches any covenant or condition of this Lease, the County may, on reasonable notice to Suiteholder (except that no notice need be given in case of

emergency), cure such breach at the expense of the Suiteholder. Any reasonable expenses incurred by the County or by SMG acting on the County's behalf to cure, shall be deemed additional rent and shall be payable on demand.

B. Suiteholder shall not be entitled to claim a constructive eviction from the premises unless the Suiteholder first notifies the County in writing of the condition or conditions giving rise thereto, and, if the complaints be justified, the County fails within thirty (30) days after receipt of said notice to remedy such conditions.

C. The County has the right to enter the Suite to show the premises to prospective lessees or sublessees.

ARTICLE 14. SUCCESSORS AND ASSIGNS

This Lease and the covenants and conditions herein contained shall be binding upon, and inure to the benefit of, the Parties hereto, their respective heirs, devisees, personal representatives, and permitted successors and assigns. This Article shall not be construed to convey any right inconsistent with the terms of Article 9 relative to assignment of this lease or subletting of all or any portion of the Suite.

ARTICLE 15. HEADINGS; CONSTRUCTION

The headings appearing in this Lease are for the purpose of easy reference only and shall not be considered a part of this Lease or in any way to modify, to amend, or to affect the provisions hereof. This Lease shall be construed with equal weight for the rights of the Parties.

ARTICLE 16. ENTIRE AGREEMENT

The Parties agree that this Lease shall constitute the only agreement between them relative to the Suite and that no oral statements and/or no prior written matter extrinsic to this instrument shall have any force or effect. This Lease shall not be modified except by writing subscribed by all Parties.

ARTICLE 17. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Lease shall be deemed properly given if, and only if delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

County of Albany	Suiteholder	SMG
County of Albany	JPS Strategies	SMG
Department of Law	27 6 th Street	51 S. Pearl Street
112 State Street, Rm. 600	Waterford, New York 12188	Albany, New York 12207
Albany, NY 12207	Attn: John Sobiech	

AND

Girvin & Ferlazzo, P.C.
20 Corporate Woods Blvd.
Albany, New York 12211
Attn: Kristine Lanchantin

AND

United Group of Companies, Inc.
300 Jordan Road
Troy, New York 12180
Attn: Michael Uccellini
President

AND

FPI Mechanical
11 Green Mountain Drive
Cohoes, New York 12047
Attn: John D. Roberts CFO

ARTICLE 18. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, paragraph or article of this Lease shall be held unconstitutional, invalid or ineffective, in whole or in part, by a court of competent jurisdiction, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, paragraphs or articles hereof.

ARTICLE 19. MISCELLANEOUS

A. This Lease has been executed in and shall be governed by the Laws of the State of New York.

B. Notwithstanding any clauses to the contrary herein, any Suiteholder property brought into the Suite and not physically secured to said premises through normally accepted trade methods of permanent installation shall not become the property of any entity other than the Suiteholder.

C. The County shall hold and save harmless the Suiteholders, their employees, officers, agents and guests from and indemnify them, against any and all liability of any kind whatsoever

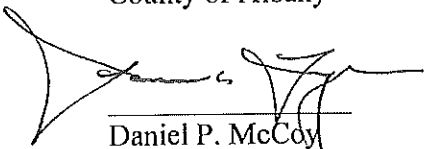
occasioned in, on, upon or about the Albany County Civic Center by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the County, SMG, their respective agents, employees, officers and guests, except for those persons admitted to the Suite by the Suiteholders. The County shall at its own cost and expense, defend and hold harmless the Suiteholders, their employees, officers, agents and guests against any and all such claims. The County hereby represents and warrants to the Suiteholders that the Albany County Civic Center is in and shall continue to be in compliance with all federal, state and local rules, regulations and law.

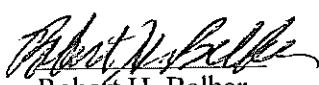
IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the day and year set forth below.

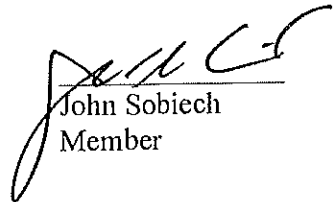
County of Albany

SMG

JPS Strategies


Daniel P. McCoy
County Executive
or Daniel C. Lynch
Deputy County Exec.


Robert H. Belber
G. M.


John Sobiech
Member

Dated: 1/9/2023

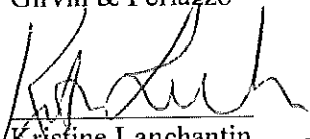
Dated: 12/13/22

Dated: 11/11/22

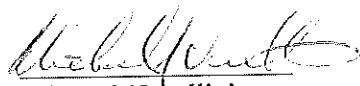
Girvin & Ferlazzo

FPI Mechanical

United Group of Companies


Kristine Lanchantin
Partner


John D. Roberts
CFO


Michael Uccellini
President

Dated: 9/28/22

Dated: 12-7-22

Dated: 9/14/22

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

On the ____ day of _____, 2022 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 9th day of JANUARY, 2022 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

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 13th day of DECEMBER, 2022, before me, the undersigned, a notary public in and for the state personally appeared Robert H. Belber, G.M. of the MVP Arena, 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 whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

GARY C. HOLLE
Notary Public, State of New York
No. 01HO6362978
Qualified in Albany County
Commission Expires Aug 14, 20 25

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

On the 14 day of September, 2022, before me, the undersigned, a notary public in and for the state, personally appeared Michael J. Weir, 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 whose behalf the individual acted, executed the instrument.

Karen A. Schlederer

NOTARY PUBLIC

KAREN A SCHLEDERER

Notary Public, State of New York

No. 01SC6158003

Qualified in Rensselaer County

Commission Expires December 18, 2027

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

On the 28th day of September, 2022, before me, the undersigned, a notary public in and for the state, personally appeared Wesley A. Larchmont, 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 whose behalf the individual acted, executed the instrument.

Jamie L. Ferlazzo

NOTARY PUBLIC

Jamie L. Ferlazzo

Notary Public, State of New York

No. 01FE6271403

Qualified in Albany County

Commission Expires October 29, 2024

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

On the 11th day of NOVEMBER, 2022, before me, the undersigned, a notary public in and for the state, personally appeared JOHN P. SOBIECH, 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 whose behalf the individual acted, executed the instrument.

Michelle L. Petuk

NOTARY PUBLIC

MICHELLE L. PETUK

Notary Public, State of New York

Qualified in Saratoga County

No. 4782583

Commission Expires

9/30/25

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

On the 7th day of December, 2022 before me, the undersigned, a notary public in and for the state, personally appeared John D Roberts, 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 whose behalf the individual acted, executed the instrument.

Nathan C Skinner
NOTARY PUBLIC

NATHAN C SKINNER Notary Public, State of New York Registration #01SK6374387 Qualified in Saratoga County Commission Expires April 30, 20 <u>26</u>
--

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

On the ____ day of _____, 2022, before me, the undersigned, a notary public in and for the state, personally appeared _____, 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 whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT "A"

SUITE NO. 16
CORPORATE SUITE FURNISHINGS

Finished and furnished Suite shall include:

- a. Wall to wall carpeting;
- b. Acoustical tile ceiling;
- c. Upholstered fabric stadium chairs with arms-seating areas to be raised for maximum visibility;
- d. Washroom containing appropriate amenities;
- e. Bar with wet sink;
- f. Television monitor bracketed from ceiling;
- g. Sliding glass window opening onto auditorium;
- h. Telephone availability;
- i. Recessed step aisle lighting;
- j. Heating, ventilation, and air conditioning.

Any upgrading of the Suite finishings and furnishings desired by Suiteholder shall be at Suiteholder's sole expense and only with the prior written permission of the County, which shall not be unreasonably withheld. All such improvements, alterations or additions shall become the property of the County and shall remain on and be surrendered with the premises, as part thereof at the termination of this Lease without disturbance, molestation, or injury.

Request for Contract Approval	
Contract #	2025-2987
Contract Type	CAB
Contract Action (New, Renewal, Amendment)	New
Procurement Type (Bid, RFP, Other)	Other
Department	MVP
Date submitted	07/09/25
Contact person	Bob Belber
Contact Phone	518-487-2008
Vendor	Graney & King, LLC / Janitronics, Inc / Cranesville Block Co. Inc
Estimated Amount	\$163,500.00
Estimated Term	09/01/25-08/31/28
Scope of Services	Renting Suite 14 @ MVP Arena
Budget Line Item	A27128-02451
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 Hidley
Albany County Clerk

Joanne Cunningham
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
MVP ARENA
51 SOUTH PEARL STREET
ALBANY, NEW YORK, 12207-2021
(518) 487-2000 - FAX (518) 487-2020
www.mvparena.com

ROBERT BELBER
GENERAL MANAGER

NATHAN SIMS
ASST GM & DIRECTOR
OF OPERATIONS

Date: April 29, 2025

Honorable Members of the Contract Administration Board
Chairwoman Joanne Cunningham
Albany County Clerk Bruce Hidley
Albany County Deputy Executive Michael McLaughlin
112 State Street, Rm. 1200
Albany, NY 12207

Dear CAB Members:

Re: REQUEST FOR APPROVAL OF RENEWAL LEASE FOR SUITE # 14 –
CRANEVILLE BLOCK CO, INC.
JANITRONICS, INC.
GRANEY & KING FINANCIAL ADVISORS

Please see the Request for Legislative Action for the renewal of the Suite # 14 – Craneville Block Co, Inc./Janitronics, Inc./Graney & King Financial Advisors lease. The current lease expires on August 31, 2025. The new lease will be for a period/term of three years from September 1, 2025 through August 31, 2028. The annual fees payable from the tenant equal - \$54,500.00. The total value of the lease over three years is - \$163,500.00. The suite holder has paid a deposit in the amount of \$3,000 which will be applied towards the first year's payable rent.

Thank you for your approval of this lease.

Sincerely,

Robert Belber
General Manager



LETTER OF INTENT

BY

CRANESVILLE BLOCK CO., INC.

FOR CORPORATE SUITE #14

**(This suite is shared with Janitronics, Inc. and
Graney & King Financial Advisors)**

The above-named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the MVP ARENA (hereafter the "MVP ARENA") and evidencing our support of this facility by this *Letter of Intent*.

This *Letter of Intent* demonstrates our intention to lease one of the MVP ARENA Private Corporate Suites, namely Suite #14 (hereafter the Suite). The cost to lease (6) seats in these suites will be TWENTY THOUSAND FOUR HUNDRED THIRTY-SEVEN AND 50/100 DOLLARS (\$20,437.50) per contract year for a three (3) year term. The term is September 1, 2025, to August 31, 2028. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

Each SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Six (6) tickets will be provided at no charge for all Albany Firebirds arena football, Albany FireWolves lacrosse, and Siena College men's basketball home games. Six (6) tickets will also be provided for every ticketed event at the MVP ARENA in each contract year with the exception of the NCAA events. Suite tickets for NCAA championship events can be purchased by the Suite holder.

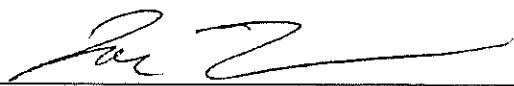
Furthermore, the SUITE holder will be entitled to purchase up to six (6) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to three (3) additional "outside" seats.

To further solidify this *Letter of Intent*, a non-refundable deposit of \$1,125.00 (ONE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS AND 00/100 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.

MVP **ARENA**SM
Albany, New York

Letter of Intent
CRANESVILLE BLOCK CO., INC
Suite #14
Page 2

Date: 3/3/25

Signature: 

Name (Print): Joe Tesic

Title: Corporate Secretary

CRANESVILLE BLOCK CO., INC.
1250 RIVERFRONT CENTER
AMSTERDAM, NY 12010
(518) 684-6000

BANK OF AMERICA

29-1/213

0000131960

DATE

AMOUNT

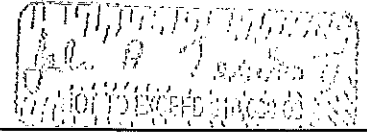
3/27/2025

PAY
TO THE
ORDER
OF

*ONE THOUSAND ONE HUNDRED TWENTY-FIVE AND XX /
100

MVP ARENA
51 SOUTH PEARL ST
Albany, NY 12207

\$ *****1,125.00*



AUTHORIZED SIGNATURE

CHECK IS VALID FOR 90 DAYS

⑈0000131960⑈ ⑆021000322⑆ 483036667403⑈

CRANESVILLE BLOCK CO., INC.

0000131960

Date	Invoice Number	Comment	Amount	Discount	Net Amount
2/28/2025	ARIV0000675		1,125.00	0.00	1,125.00

Check: 00001319 3/27/2025 MVP ARENA

Check Total: 1,125.00



LETTER OF INTENT

BY

GRANEY & KING FINANCIAL ADVISORS

FOR CORPORATE SUITE #14

**(This suite is shared with Cranesville Block Co., Inc.
and Janitronics, Inc.)**

The above-named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the MVP ARENA (hereafter the "MVP ARENA") and evidencing our support of this facility by this *Letter of Intent*.

This *Letter of Intent* demonstrates our intention to lease one of the MVP ARENA Private Corporate Suites, namely Suite #14 (hereafter the Suite). The cost to lease one quarter of these suites will be THIRTEEN THOUSAND SIX HUNDRED TWENTY-FIVE AND 00/100 DOLLARS (\$13,625.00) per contract year for a three (3) year term. The term is September 1, 2025, to August 31, 2028. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

Each SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Four (4) tickets will be provided at no charge for all Albany Firebirds arena football, Albany FireWolves lacrosse, and Siena College men's basketball home games. Four (4) tickets will also be provided for every ticketed event at the MVP ARENA in each contract year with the exception of the NCAA events. Suite tickets for NCAA championship events can be purchased by the Suite holder.

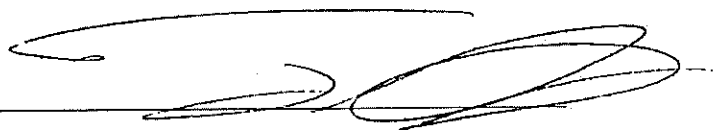
Furthermore, the SUITE holder will be entitled to purchase up to four (4) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to two (2) additional "outside" seats.

To further solidify this *Letter of Intent*, a non-refundable deposit of \$750.00 (SEVEN HUNDRED FIFTY 00/100 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.



Letter of Intent
GRANEY & KING
Suite #14
Page 2

Date: 3-2-2025

Signature: 

Name (Print): Tim Graney

Title: Owner

Graney & King, LLC 07-98
623 New Loudon Road
Latham, NY 12110

2530

3/3 2025

50-256/213

PAY TO THE
ORDER OF

MVP Arena

\$ 750.00

Seven - Hundred and Fifty and 00/100

DOLLARS

 Security features
are included
on all checks

TD Banknorth
1 Old Loudon Road
Latham, NY 12110

FOR

Deposit Slip 14



⑆021302567⑆ 8587085002⑈

2530

MONARCH

Graney & King, LLC 07-98
623 New Loudon Road
Latham, NY 12110

2530

3/3 2025

50-256/213

PAY TO THE
ORDER OF

MVP Arena

\$ 750.00

Seven - Hundred and Fifty and 00/100

DOLLARS



Security features
are included.
Details on back

TD Banknorth
1 Old Loudon Road
Latham, NY 12110

FOR

Deposit Slip 14

MP

⑆021302567⑆ 8587085002⑈

2530

MONARCH

MVP ARENASM

Albany, New York

LETTER OF INTENT

BY

JANITRONICS, INC.

FOR CORPORATE SUITE #14

**(This suite is shared with Cranesville Block Co., Inc.
and Graney & King Financial Advisors)**

The above-named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the MVP ARENA (hereafter the "MVP ARENA") and evidencing our support of this facility by this *Letter of Intent*.

This *Letter of Intent* demonstrates our intention to lease one of the MVP ARENA Private Corporate Suites, namely Suite #14 (hereafter the Suite). The cost to lease (6) seats in these suites will be TWENTY THOUSAND FOUR HUNDRED THIRTY-SEVEN AND 50/100 DOLLARS (\$20,437.50) per contract year for a three (3) year term. The term is September 1, 2025, to August 31, 2028. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

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Furthermore, the SUITE holder will be entitled to purchase up to six (6) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to three (3) additional "outside" seats.

To further solidify this *Letter of Intent*, a non-refundable deposit of \$1,125.00 (ONE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS AND 00/100 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.

MVP ARENASM

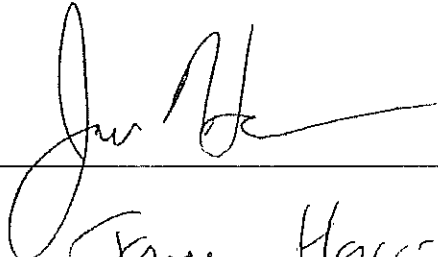
Albany, New York

Letter of Intent
JANITRONICS
Suite #14
Page 2

Date:

2/28/25

Signature:



Name (Print):

James Harris

Title:

President

ORIGINAL DOCUMENT HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER / SIGNATURE LINE



1988 CENTRAL AVENUE • ALBANY, NY 12205
518-456-8484



10-4/220

ACCOUNTS PAYABLE
Check Number

140744

Date

03/12/2025

Pay

One Thousand One Hundred Twenty Five DOLLARS and NO CENTS

To The
Order
Of

MVP Arena
51 S Pearl St
Albany, NY 12207

*****1,125.00

A large, stylized handwritten signature in black ink, appearing to be 'S' or 'SS'.

MP

VOID AFTER 120 DAYS

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES A SECURITY SCREEN BACKER

0000140744 022000046

8891679287

RESOLUTION NO. 194

AUTHORIZING A LEASE AGREEMENT WITH A-1 ICE DISTRIBUTORS
REGARDING SUITE NO. 14 AT THE MVP ARENA

Introduced: 6/13/22

By Public Works Committee:

WHEREAS, The General Manager of the MVP Arena has indicated that A-1 Ice Distributors has an interest to renew a lease agreement for Corporate Suite No. 14 at the MVP Arena in accordance with the terms and conditions approved by the County Attorney, and

WHEREAS, The Suite holder will be credited in the amount of \$4,250 for payments made during the months of April 2020 through April 2021 due to the closure of the MVP Arena caused by the COVID-19 pandemic, and

WHEREAS, Annual payments totaling \$51,000 are to be made as follows: a \$46,750 payment for year one, \$51,000 for year two, and \$51,000 for year three for a total amount of \$148,750, and

WHEREAS, The Suite holder will also be responsible for sales tax on tickets to sporting events and cable TV monthly charges as well as any catered food they purchase through Aramark at the MVP Arena, and

WHEREAS, The term of said agreement to lease Suite No. 14 shall be for three years commencing September 1, 2022 and ending on August 31, 2025, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a three-year lease agreement with A-1 Ice Distributors, Albany, NY 12205 to lease Corporate Suite No. 14 at the MVP Arena in the amount of \$148,750 for the term commencing September 1, 2022 and ending August 31, 2025, and, be it further

RESOLVED, That the County Attorney is authorized to approve said lease agreement as to form and content prior to the execution thereof, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

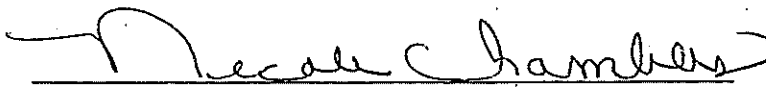
Adopted by unanimous vote – 6/13/22

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 13th day of June, 2022, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 14th day of June, 2022.



Clerk, Albany County Legislature

CORPORATE SUITE LEASE
between
THE COUNTY OF ALBANY
and
A-1 ICE DISTIBUTORS

Lease Authorization: Resolution No.: 194 for 2022

This is an Agreement to lease ("Lease") a suite at the Albany County Civic Center, currently known as the MVP Arena by and between; the County of Albany, a municipal corporation organized and existing under the laws of New York State, with offices located at 112 State Street, Albany, New York 12207 (hereinafter referred to as "County") SMG, as managing agent of the MVP Arena with offices located at 51 South Pearl Street, Albany, New York 12207 (hereinafter "SMG") and A-1 Ice Distributors with offices located at 1143 Central Avenue, Albany, New York 12205 (hereinafter referred to as "Suiteholder").

WHEREAS, the County has available for lease certain private enclosed suites at its civic center; and

WHEREAS, Suiteholder proposes to lease one suite; and

WHEREAS, the Albany County Legislature by Resolution No. 194 for 2022 has authorized the County Executive to enter into this Lease Agreement;

NOW, THEREFORE, the County, SMG and Suiteholder, intending to be legally bound hereby, mutually agree as follows:

ARTICLE 1. LEASED PREMISES: SUITE

The County hereby leases to Suiteholder and Suiteholder hereby agrees to lease from County, Suite No. 14 (the "Suite") as more specifically described in Exhibit "A" for Suiteholder's use during the lease term.

ARTICLE 2. TERM

The term of this Lease shall be for a period of three (3) years, commencing on September 1, 2022 and ending on August 31, 2025. At the expiration of the term, Suiteholder shall return the suite to the County broom clean and without damage, reasonable wear and tear excepted. Any and all permanent fixtures and structural improvements provided by Suiteholder shall become the property of the County without any reimbursement by or cost to the County.

ARTICLE 3. PAYMENT

Suiteholder agrees to pay to the county the minimum fixed rent, and all other sums due and payable to the county pursuant to this agreement as additional rent, as follows:

A. The Suiteholder agrees to pay to the County during the three-year term of this Lease the amount of ONE HUNDRED FIFTY THREE THOUSAND AND 00/100 DOLLARS (\$153,000.00) for rental of the Suite in equal annual installments of FIFTY ONE THOUSAND AND 00/100 DOLLARS (\$51,000.00).

B. The annual rental totaling FIFTY-ONE THOUSAND AND 00/100 DOLLARS (\$51,000.00) due hereunder shall be made as follows:

1. The County and SMG acknowledge a credit due to Suiteholder in the amount of FOUR THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$4,250.00) for payments previously made and accepted during a closure period of the Arena.

2. FORTY SIX THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$46,750.00) due on or before lease execution for the first year (2022) of the lease agreement.

3. FIFTY ONE THOUSAND AND 00/100 DOLLARS (\$51,000.00) due on or before September 1 during each subsequent contract year of the lease agreement.

D. The foregoing payment installments are solely for the Suiteholder's convenience. Any default in payment of installments set forth herein shall provide the County the right to elect, in addition to and not to the exclusion of any other remedy allowed by law:

1. To accelerate the whole of the amount set forth in Paragraph A above for the whole of the Lease term remaining, which amount shall become at once due and payable without notice or demand, and/or
2. To withhold providing the Suiteholder with tickets and parking tickets to all events until such time as the co-tenant is no longer in default of its payment obligations.

E. The term "Contract Year" as used herein, shall mean any year during the term hereof commencing on September 1 and ending the following August 31.

F. The Suiteholder shall pay any and all sales tax, if any, determined by the New York State Department of Taxation and Finance to be due and payable under the terms of this Lease.

G. A flat screen TV and cable access is provided in each suite. A current charge of \$20.00 per month is billed for cable service.

H. A telephone is provided in each Suite. Suiteholder will be billed a monthly fee of \$32.00 and for any long distance calls made from the telephone.

ARTICLE 4. OBLIGATIONS OF THE COUNTY

The County agrees to provide the following services and rights to Suiteholder with respect to the said Suite:

A. Suiteholder shall be entitled to the sole and exclusive use of the said Suite during all ticketed events throughout the term of this Lease, subject to the terms and conditions contained herein, with the exception of events and tournaments of the National Collegiate Athletic Association (NCAA). Suite tickets for NCAA events may be purchased by the Suiteholder at the sole expense of the Suiteholder. Notwithstanding any other provision to the contrary, if the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite to any NCAA event, the County shall have the right to assign the Suite during such NCAA events or retain the Suite for County use during such NCAA events without compensation to the Suiteholder. With the aforementioned exception for NCAA events for which the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite, the County agrees, that so long as Suiteholder is not in default of any of the terms and conditions of this Lease, no other person or entity shall be permitted to use the Suite for any purpose at any time during the term of the Lease without each co-tenant's prior consent.

B. Suiteholder shall have the opportunity to purchase up to sixteen (16) tickets for seats in preferred locations outside the Suite for all ticketed events presented in the Arena for the duration of this Lease, except that for certain events in the discretion of SMG, the Suiteholder may be limited to eight (8) tickets in preferred locations outside of the Suite. Tickets for all Arena events purchased hereunder shall be at the sole expense of the Suiteholder. The price of such tickets shall be the price set for the seats in the row directly in front of the Suite.

C. Suiteholder shall receive during each contract year four (4) free reserved parking places in the adjoining parking garage for each and every ticketed event held at the Arena, except for NCAA Tournaments or Events. Parking for NCAA Tournaments and Events may be purchased separately at the sole expense of the Suiteholder.

D. Custodial cleaning of Suite after events and annual "spring cleaning."

E. Said suite shall accommodate sixteen (16) persons and shall be serviced and furnished as provided herein and in Exhibit "A" annexed hereto and made a part hereof.

F. The operational and management obligations of the County under this Lease will be implemented and administered by SMG.

ARTICLE 5. USE OF SUITE

A. Suiteholder shall use and occupy the Suite solely for the observance of events at the Arena in accordance with the terms of this Lease and such other written rules and regulations as the County may promulgate from time to time. Suiteholder's rights to use the Suite during all events throughout the term of this Lease shall be subject at all times to all of the terms and conditions contained herein.

B. Suiteholder's right of access to the Suite for any event shall be solely by presentation of tickets for such event, it being understood that the County shall furnish to Suiteholder the tickets for each event, such tickets to be made available by the County to Suiteholder prior to each event in accordance with procedures established by the County, subject to the terms and conditions set forth in this Lease.

C. Suiteholder shall not sell any food or beverages whatsoever in the Suite. Any food, or beverage used or required in the Suite shall be obtained from Aramark Corporation, or a concessionaire designated by the County, and Suiteholder shall promptly pay all bills for food, beverages and services furnished, sold or rendered to Suiteholder in connection with Suiteholder's use of this Suite. Notwithstanding the foregoing, Suiteholder shall have the right to bring or cause to be brought nonalcoholic beverages into the Suite for its own use or the use of its invitees provided that beverages shall not be brought into the Suite for the purpose of resale to the public and may not be provided by an outside caterer.

D. Suiteholder and Suiteholder's guests shall at all times maintain proper decorum while using the Suite and shall not attach or display any sign, advertisements or notices in or around the Suite without the prior written consent of the County, which consent shall not be unreasonably withheld.

E. Suiteholder and Suiteholder's guests shall comply with all applicable governmental laws and orders, including but not limited to all laws and orders governing smoking in public place. Suiteholder and Suiteholder's guests shall comply with all rules promulgated by the County relating to the use and occupancy of the Suite to the extent consistent with the rights of Suiteholder under this Lease.

F. Any changes or upgrading of the Suite's finishings and/or furnishings shall be solely at Suiteholder's expense and only with prior written permission of the County, which permission shall not be unreasonably withheld.

G. Suiteholder shall commit no waste of the leased premises and agrees to take good care of the premises, the fixtures and appurtenances.

ARTICLE 6. RIGHT OF ENTRY

The County and its employees and agents shall have the right to enter Suiteholder's leased premises for: (a) the performance of the duties required to be performed by the County hereunder, and for any and all purposes related thereto, and (b) to investigate any suspected violations of the provisions of this Lease, County rules, and/or any applicable governmental laws, orders, codes or regulations.

ARTICLE 7. INSURANCE.

A. Suiteholder, at its own expense, shall maintain and keep in effect, with insurance companies acceptable to the County, insurance hereinafter specified, with respect to Suiteholder's obligations under this Lease. Suiteholder shall provide the County annually with a certificate of insurance at least ten (10) days prior to the commencement of the contract year evidencing Suiteholder's payment for a comprehensive general liability policy covering bodily injury, property damage, personal injury and products liability coverage in the amount of at least ONE MILLION (\$1,000,000) DOLLARS per occurrence, including fire legal liability coverage in the amount of FIFTY THOUSAND (\$50,000) DOLLARS per occurrence. The insurance shall (a) name the County of Albany, State of New York, New York State Urban Development Corporation, SMG, MVP Health Care, as additional, co-insureds as their interest may appear, and (b) provide that the policy(ies) shall remain in full force and effect notwithstanding that the insured has waived his right of action against any party prior to the occurrence of a loss.

B. In the event Suiteholder fails to maintain and keep such insurance in effect, the County has the option to elect against such Suiteholder that fails to obtain and/or maintain insurance as required herein, (A) to treat such breach as a default and terminate any/or all Suiteholder's rights under this Lease in accordance with Article 9 of this agreement, (B) to cure such breach on reasonable notice to the Suiteholder, at the expense of such Suiteholder, and such Suiteholder shall be liable for the reasonable amount of all expenses incurred by the County in curing the breach on Suiteholder's behalf, which shall be payable to the County on demand as additional rent, or (C) to withhold providing Suiteholder with tickets and parking passes to all events until such time as Suiteholder has provided the County with proof, acceptable to the County, that insurance is in full force and effect.

ARTICLE 8. FORCE MAJEURE

It is understood and agreed that the County shall not be responsible to Suiteholder (through a refund of rent or otherwise) for the cancellation or non-performance of any events scheduled at the Arena due to any cause or circumstances beyond the County's control. Suiteholder shall have no claim against the County for any abatement of rent, nor shall the same constitute a constructive or partial eviction, unless the same is continuing for a period of one (1) month.

ARTICLE 9. DEFAULT AND TERMINATION

A. In addition to any other remedy to which the County may be entitled by law or as set forth in this Lease, in the event Suiteholder fails to promptly and timely make the payments required hereunder or otherwise breaches any of the terms and conditions herein contained or any rules promulgated hereunder, the County shall have the right to cancel this Lease on fifteen (15) days prior written notice, subject to the right of Suiteholder to cure such breach within said period, with the exception of any violation by Suiteholder of the provisions of Art. 11-B and/or C which violations Suiteholder shall not have the right to cure. All rights of Suiteholder under this Lease shall then terminate and the County shall have no further obligation of any kind to Suiteholder and the County shall have the right to exclude Suiteholder from the Suite. In the event of termination, any advance rentals held by the County may be applied by the County to any obligation of the Suiteholder for the use of the Suite. Notwithstanding any exclusion under

this Lease, the liability of Suiteholder for payments owed to the County in the form of rent and additional rent, shall not be extinguished for the balance of the term hereof and Suiteholder shall pay the County any deficiency arising from non-payment of such Suiteholder, including any deficiency resulting from reletting of the premises at a reduced rate. Further, the County shall have the right to relet Suiteholder's interest under this Lease and terminate Suiteholder's right under this Lease. Any re-letting of the premises upon termination, eviction, or re-entry shall be solely on Suiteholder's behalf and shall not be deemed to be the County's acceptance of Suiteholder's surrender of the premises. Any deficiencies arising from the re-letting shall be due from the defaulting Suiteholder on the first day of each of the following years for the remainder of the term.

B. In addition to any other remedy allowed by law or by this Lease, in the event either Suiteholder is in default of any obligation set forth in this Lease, the County retains the option to withhold providing a defaulting Suiteholder with event tickets and parking tickets until any breach or default is cured. Additionally, the County may also sue the defaulting Suiteholder each year for all payments due under this Lease until the end of the term.

ARTICLE 10. WAIVER, INDEMNIFICATION AND DAMAGE

A. The failure of any party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition or option in any other instance.

B. The County shall not be responsible for theft or any other loss or disappearance of any of the property of Suiteholder or its guests except if caused by the negligent act, omission or misconduct by the County, its employees or agents.

C. Suiteholder shall hold and save the County of Albany, State of New York, New York State Urban Development Corporation, MVP Health Care, and SMG, their officers, employees, and agents harmless from and indemnify them against any and all liability of any kind whatsoever occasioned within the Suite or ways or walks immediately adjacent thereto by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the Suiteholder or any of its officers, agents, representatives, guests, employees, invitees or any other persons admitted by the Suiteholder upon the premises except County or facility employees in the performance of their official duties. Suiteholder shall, at its own cost and expense, defend and protect the County, New York State Urban Development Corporation, MVP Health Care and SMG, their officers, employees and agents against any and all such claims or demands.

D. Suiteholder shall reimburse County for any destruction of or damage to the Suite or any County property caused by Suiteholder or Suiteholder's employees, guests and/or invitees.

E. If the Suite is destroyed or is substantially damaged by elements or fire or other casualty so as to become untenable, and the County elects to restore the Suite or repair such damage, this Lease shall remain in full force and Suiteholder shall be entitled to be reimbursed for the period the Suite is untenable. However, no such reimbursement shall be allowed if

Suiteholder or Suiteholder's guests caused the destruction or damage. If the County does not elect, as aforesaid, to restore or repair the Suite within a reasonable period of time, the County shall have the right, to be exercised by notice in writing, delivered to Suiteholder within ninety (90) days from and after said occurrence, to terminate this Lease, and the tenancy hereby created shall cease as of the date of said occurrence, with rent to be adjusted as of the date of such occurrence.

ARTICLE 11. RENEWAL; ASSIGNMENT OR SUBLETTING; SALE OF PASSES

A. Renewal of Agreement

1. Upon expiration of the original term of this Lease (and upon expiration of any extended term or terms, arising pursuant to the provisions of this subparagraph) pursuant to County Law §215, the County shall grant to the Suiteholder the right of first refusal to enter into a new lease with respect to the Suite held by the Suiteholder.
2. The of first refusal shall be exercised by the Suiteholder, if at all, by written notice to the County at least one hundred and twenty (120) days prior to the expiration of the original term (or any such extended term) as provided. If Suiteholder does not timely notify the County, this Lease shall terminate at the conclusion of the original term or such extended term, as the case may be, and the County shall be free to lease the Suite to any party, commencing on the next following September 1st, it being understood that said first right of refusal, if not affirmatively exercised as aforesaid for any next succeeding term, lapses as to all subsequent terms. All property remaining on the premises after the last day of the term shall be conclusively deemed abandoned and may be removed by the County at the Suiteholder's expense. The County may also have any such property stored at the Suiteholder's sole risk and expense.
3. The right of refusal to renew shall be upon the same terms and conditions as are contained in this Lease, except that the annual payment for any additional term entered pursuant to this paragraph shall be mutually agreed to by the Parties, and finally approved by the Albany County Legislature in accordance with County Law §215.

B. Except as hereinafter provided, Suiteholder shall have no right to assign this Lease or to sell or sublet all or any portion of the Suite. The County shall have the prior right of review of any proposed assignment or subletting of the entire Suite to an entity. In determining whether to consent to such proposed assignment or sublease, the County shall give primary consideration to the financial capability of the entity to which such assignment or sublease is proposed. If such financial capability is demonstrated, consent shall not be unreasonably withheld. Upon prior written notice, the Suiteholder may assign this Lease without County consent in the event of a merger, consolidation, or sale of all or substantially all of the Suiteholder's assets where the assignment is made to the survivor of such merger or consolidation or the purchaser of such assets. If consent is given by the County to an assignment or subletting of this Suite or any

interest therein, the County shall not be barred from subsequently refusing to consent to any further assignment or sublease. Any attempt to sell, assign or sublet in violation of this paragraph without County consent, shall be deemed a default, entitling the County to elect any remedy authorized by law or by the terms of this agreement. If the premises are occupied by anybody other than Suiteholder, and Suiteholder is in default hereunder, the County may collect all payments due and owing from the occupant; but no such collection shall be deemed a waiver of the covenant herein against assignment and subletting or the acceptance of such occupant as a Suiteholder or a release of Suiteholder from further performance of the covenant(s) herein contained.

C. No sale by Suiteholder of any tickets issued to it pursuant to Article 5 hereof is permissible; and any sale or attempted sale of such tickets by Suiteholder will be deemed to be a material breach of Suiteholder's obligations hereunder, and shall subject Suiteholder to the termination provisions of Article 9 at the sole option of the County. The unauthorized sale of any tickets by agents, employees or guests of Suiteholder will not be deemed a material breach of the lease subjecting Suiteholder to the termination provisions of Article 9. Suiteholder reserves the right to distribute tickets for promotion, advertising or other similar purposes.

ARTICLE 12. RIGHT TO CURE; CONDITIONS OF LIABILITY; RIGHT TO SHOW PREMISES.

A. In the event Suiteholder breaches any covenant or condition of this Lease, the County may, on reasonable notice to Suiteholder (except that no notice need be given in case of emergency), cure such breach at the expense of the Suiteholder. Any reasonable expenses incurred by the County or by SMG acting on the County's behalf to cure, shall be deemed additional rent and shall be payable on demand.

B. Suiteholder shall not be entitled to claim a constructive eviction from the premises unless the Suiteholder first notifies the County in writing of the condition or conditions giving rise thereto, and, if the complaints be justified, the County fails within thirty (30) days after receipt of said notice to remedy such conditions.

C. The County has the right to enter the Suite to show the premises to prospective lessees or sublessees.

ARTICLE 13. SUCCESSORS AND ASSIGNS

This Lease and the covenants and conditions herein contained shall be binding upon, and inure to the benefit of, the Parties hereto, their respective heirs, devisees, personal representatives, and permitted successors and assigns. This Article shall not be construed to convey any right inconsistent with the terms of Article 11 relative to assignment of this lease or subletting of all or any portion of the Suite.

ARTICLE 14. HEADINGS; CONSTRUCTION

The headings appearing in this Lease are for the purpose of easy reference only and shall not be considered a part of this Lease or in any way to modify, to amend, or to affect the provisions hereof. This Lease shall be construed with equal weight for the rights of the Parties.

ARTICLE 15. ENTIRE AGREEMENT

The Parties agree that this Lease shall constitute the only agreement between them relative to the Suite and that no oral statements and/or no prior written matter extrinsic to this instrument shall have any force or effect. This Lease shall not be modified except by writing subscribed by all Parties.

ARTICLE 16. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Lease shall be deemed properly given if, and only if delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

County of Albany	SMG	Suiteholder
County of Albany	SMG	A-1 Ice Distributors
Department of Law	51 South Pearl Street	1143 Central Avenue
112 State Street, Rm. 600	Albany, New York 12207	Albany, New York 12205
Albany, New York 12207		Attn: Edward Marks
		President

ARTICLE 17. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, paragraph or article of this Lease shall be held unconstitutional, invalid or ineffective, in whole or in part, by a court of competent jurisdiction, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, paragraphs or articles hereof.

ARTICLE 18. MISCELLANEOUS

A. This Lease shall be governed by the Laws of the State of New York.

B. Notwithstanding any clauses to the contrary herein, any Suiteholder property brought into the Suite and not physically secured to said premises through normally accepted trade methods of permanent installation shall not become the property of any entity other than the Suiteholder.

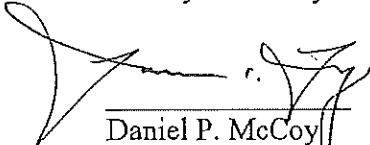
C. The County shall hold and save harmless the Suiteholders, their employees, officers, agents and guests from and indemnify it, or any of them against any and all liability of any kind whatsoever occasioned in, on, upon or about the Albany County Civic Center by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the County, SMG, their respective agents, employees, officers and guests, except for those persons admitted to the Suite by the Suiteholders. The County shall at its own cost and expense, defend and hold harmless the Suiteholders, their employees, officers, agents and guests against any and all such claims. The County hereby represents and warrants to the Suiteholders that the Albany County Civic Center is in and shall continue to be in compliance with all federal, state and local rules, regulations and law.

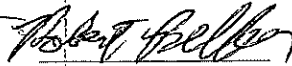
IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the day and year set forth below.

County of Albany

SMG

A-1 Ice Distributors


Daniel P. McCoy
County Executive
Or Daniel C. Lynch
Deputy County Exec.


Robert H. Belber
G.M.


Edward Marks
President

Dated: 1/9/2023

Dated: 9/19/22

Dated: 9/14/22

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

On the ____ day of _____, 2022, 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.:

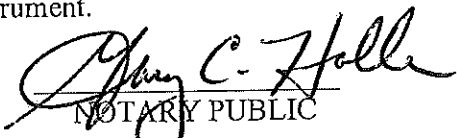
On the 9th day of JANUARY, 2022, before me, the undersigned, a notary public in and for the state, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged 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.



EUGENIA A. 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 20th day of SEPTEMBER, 2022, before me, the undersigned, a notary public in and for the state personally appeared Robert H. Belber, G.M. of the MVP Arena, 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 whose behalf the individual acted, executed the instrument.



NOTARY PUBLIC
GARY C. HOLLE
Notary Public, State of New York
No. 01HO6362978
Qualified in Albany County
Commission Expires Aug 14, 2025

STATE OF NEW YORK)

COUNTY OF Albany) SS.:

On the 14th day of September, 2022, before me, the undersigned, a notary public in and for the state, personally appeared Edward Marks, 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 whose behalf the individual acted, executed the instrument.

SHAELYN A. REAGAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RE6431304
Qualified in Albany County
Commission Expires 04/04/2026


NOTARY PUBLIC

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

On the _____ day of _____, 2022, before me, the undersigned, a notary public in and for the state, personally appeared _____, 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 whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

Request for Contract Approval	
Contract #	2025-2988
Contract Type	CAB
Contract Action (New, Renewal, Amendment)	New
Procurement Type (Bid, RFP, Other)	Other
Department	MVP
Date submitted	07/09/25
Contact person	Bob Belber
Contact Phone	518-487-2008
Vendor	Manufacturers & Traders Trust Company/ BBL Construction Services LLC
Estimated Amount	\$163,500.00
Estimated Term	09/01/25-08/31/28
Scope of Services	Renting Suite 1 @ MVP Arena
Budget Line Item	A27128-02451
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 Hidley
Albany County Clerk

Joanne Cunningham
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
MVP ARENA
51 SOUTH PEARL STREET
ALBANY, NEW YORK, 12207-2021
(518) 487-2000 - FAX (518) 487-2020
www.mvparena.com

ROBERT BELBER
GENERAL MANAGER

NATHAN SIMS
ASST GM & DIRECTOR
OF OPERATIONS

Date: May 27, 2025

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

Dear Chairwoman Cunningham:

Re: REQUEST FOR APPROVAL OF RENEWAL LEASE FOR SUITE # 1 – BBL Construction Services, LLC and M&T Bank

Please see the Request for Legislative Action for the renewal of the Suite # 1 – BBL Construction Services, LLC and M&T Bank lease. The current lease expires on August 31, 2025. The new lease will be for a term of three years from September 1, 2025 through August 31, 2028.

The annual fees payable from the tenant equal - \$54,500.00. The total value of the lease over three years is - \$163,500.00. This tenant has been a suite holder for decades.

The suite holder has paid a deposit in the amount of \$3,000 which will be applied towards the first year's payable rent.

Thank you for your approval of this lease.

Sincerely,

Robert Belber
General Manager

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



LETTER OF INTENT

BY

BBL

FOR CORPORATE SUITE #1
(This suite is shared with M&T Bank)

The above-named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the MVP ARENA (hereafter the "MVP ARENA") and evidencing our support of this facility by this *Letter of Intent*.

This *Letter of Intent* demonstrates our intention to lease one half of the MVP ARENA Private Corporate Suites, namely Suite #1 (hereafter the Suite). The cost to lease one half of these suites will be TWENTY-SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$27,250.00) per contract year for a three (3) year term. The lease term is September 1, 2025, to August 31, 2028. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Eight (8) passes will be provided at no charge for all Albany Firebirds arena football, Albany FireWolves lacrosse, and Siena College men's basketball home games. Eight (8) passes will also be provided for every ticketed event at the MVP ARENA in each contract year with the exception of the NCAA events. Suite tickets for NCAA championship events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to eight (8) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to four (4) additional "outside" seats.

To further solidify this *Letter of Intent*, a non-refundable deposit of \$1,500.00 (ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.



Letter of Intent
BBL
Suite #1
Page 2

Date: 2/28/25

Signature: 

Name (Print): Stephen Obermayer

Title: CFO

2-28-25 RIV0000659 057600

1500.00

.00

1500.00

Attention Kim Bruno
Asst. to the GM/Suite Coordinator

CHECK DATE	CONTROL NUMBER				
3-04-25	297685	588676	1500.00	.00	1500.00

THIS DOCUMENT CONTAINS MICROPRINT SIGNATURE LINES

BBL CONSTRUCTION SERVICES, LLC

P.O. BOX 12789
ALBANY, NY 12212

KEY BANK NATIONAL ASSOCIATION
ALBANY, NY 12207

297685

29-55
213

CHECK NO.

Pay: *****One thousand five hundred dollars and no cents

DATE CONTROL NO. AMOUNT

3-04-2025 297685 *\$*****1,500.00

PAY
TO THE
ORDER OF

MVP ARENA
51 SOUTH PEARL ST
ALBANY, NY 12207



AUTHORIZED SIGNATURE
FOR BBL CONSTRUCTION SERVICES, LLC

⑈297685⑈ ⑆021300556⑆ 320993200957⑈



LETTER OF INTENT

BY

M&T BANK

**FOR CORPORATE SUITE #1
(This suite is shared with BBL)**

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Letter of Intent
M&T BANK
Suite #1
Page 2

Date: 3/17/2025

Signature: [Handwritten Signature]

Name (Print): Charles Pinckney

Title: Regional President, EVP.

Manufacturers and Traders Trust Company
One M&T Plaza, BUFFALO, NEW YORK 14203,US

VENDOR NO.		CODE		CHECK NO.	
M 2012107		01-REG		1100023524	
VENDOR NAME				DATE	PAGE
MVP ARENA 0101				05/14/2025	1
DATE	INVOICE NO.	VOUCHER	GROSS	DISCOUNT	NET
02-28-2025	ARIV0000658	484626	1,500.00	.00	1,500.00
IRARIV0000658-482714					
TOTAL			1,500.00	.00	1,500.00

L087N (5/04)

ИИ 1 1 00023524 ИИ 150220000461:170000073600019ИИ

RESOLUTION NO. 190

AUTHORIZING LEASE AGREEMENTS WITH BBL CONSTRUCTION SERVICES, LLC, AND MANUFACTURERS AND TRADERS TRUST COMPANY REGARDING CORPORATE SUITE NO. 1 AT THE MVP ARENA

Introduced: 6/13/22

By Public Works Committee:

WHEREAS, The General Manager of the MVP Arena has indicated that the following two proposed Suite holders have expressed an interest in lease agreements for Corporate Suite No. 1 at the MVP Arena in accordance with the terms and conditions approved by the County Attorney,

Suite Holder	Address
BBL Construction Services, LLC	302 Washington Ave., Albany, NY 12212
Manufacturers & Traders Trust Co.	327 Great Oaks Blvd., Albany, NY 12203

, and

WHEREAS, Due to the closure of the MVP Arena caused by the COVID-19 pandemic, a credit has been provided to each of the Suite holders towards the first year amounts owed on the new lease agreements for payments made during the months of April 2020 through April 2021, and

WHEREAS, The total amount of \$51,000 shall be made for each of the three years of the lease agreements, and

WHEREAS, BBL Construction Services, LLC will be credited in the amount of \$12,375, with annual payments to be made in the amount of \$13,125 for year one, \$25,500 for year two, and \$25,500 for year three for a total amount of \$64,125, and

WHEREAS, Manufacturers & Traders Trust will be credited in the amount of \$2,125, with annual payments to be made in the amount of \$23,375 for year one, \$25,500 for year two, and \$25,500 for year three for a total amount of \$74,375, and

WHEREAS, The Suite holders will also be responsible for sales tax on tickets to sporting events and cable TV monthly charges as well as any catered food they purchase through Aramark at the MVP Arena, and

WHEREAS, The term of said agreements to lease Suite No. 1 shall be for three years commencing September 1, 2022 and ending August 31, 2025, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into lease agreements with the aforesaid proposed Suite holders to lease Corporate Suite No. 1 at the MVP Arena pursuant to the aforementioned terms, and, be it further

RESOLVED, That the County Attorney is authorized to approve said lease agreements as to form and content prior to the execution thereof, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

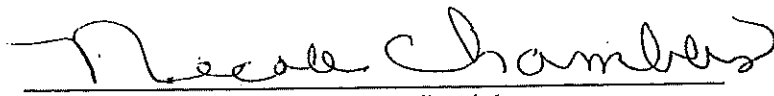
Adopted by unanimous vote – 6/13/22

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 13th day of June, 2022, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 14th day of June, 2022.



Clerk, Albany County Legislature

CORPORATE SUITE LEASE
between
THE COUNTY OF ALBANY
and
BBL CONSTRUCTION SERVICES, LLC, and
MANUFACTURERS AND TRADERS TRUST COMPANY

Lease Authorization: Resolution No.: 190 for 2022

This is an Agreement to lease ("Lease") a suite at the Albany County Civic Center, currently known as the MVP Arena, by and between; the County of Albany, a municipal corporation organized and existing under the laws of New York State, with offices located at 112 State Street, Albany, New York 12207 (hereinafter referred to as "County") SMG, as managing agent of the MVP Arena with offices located at 51 South Pearl Street, Albany, New York 12207 (hereinafter "SMG") and BBL Construction Services, LLC with offices located at 302 Washington Avenue Extension, Albany, New York 12212, and Manufacturers and Traders Trust Company, with offices located at 327 Great Oaks Blvd., Albany, New York 12203 (together hereinafter referred to as "Suiteholder").

WHEREAS, the County has available for lease certain private enclosed suites at its civic center; and

WHEREAS, Suiteholder proposes to lease one suite; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into this Lease Agreement pursuant to Resolution No. 190 for 2022;

NOW, THEREFORE, the County, SMG and Suiteholder, intending to be legally bound hereby, mutually agree as follows:

ARTICLE 1. LEASED PREMISES: SUITE

The County hereby leases to Suiteholder and Suiteholder hereby agrees to lease from County, Suite No. 1 (the "Suite") as more specifically described in Exhibit "A" for Suiteholder's use during the lease term.

ARTICLE 2. TERM

The term of this Lease shall be for a period of three (3) years, commencing on September 1, 2022 and ending on August 31, 2025. At the expiration of the term, Suiteholder shall return the suite to the County broom clean and without damage, reasonable wear and tear excepted. Any and all permanent fixtures and structural improvements provided by Suiteholder shall become the property of the County without any reimbursement by or cost to the County.

ARTICLE 3. CO-TENANCY

A. BBL Construction Services, LLC and Manufacturers and Traders Trust Company, referred to collectively as "Suiteholder" in this Agreement, hereby mutually agree to co-tenancy of Corporate Suite No. 1.

B. Each co-tenant named in this Article shall assume tenancy of one-half of the Suite, and, responsibility for one-half of the payments specified in Article 4.

C. Each co-tenant named in this Article shall assume responsibility for payment for food or beverages obtained from Aramark Corporation or a concessionaire designated by the County used or required by the co-tenant in the suite.

D. Notwithstanding any other provision or instrument to the contrary, each of the two co-tenants shall be jointly and severally liable for all responsibilities of the "Suiteholder" in this Lease, except for those responsibilities under Article 4 specifically addressed by paragraph (C) of that Article and those responsibilities under Article 6 paragraph (C) regarding the payment for food and beverages obtained from Aramark Corporation or a concessionaire designated by the County used or required by the co-tenant in the suite.

ARTICLE 4. PAYMENT

Suiteholder agrees to pay to the county the minimum fixed rent and all other sums due and payable to the county pursuant to this agreement as additional rent, as follows:

A. The Suiteholder agrees to pay to the County during the three-year term of this Lease the amount of ONE HUNDRED FIFTY THREE THOUSAND AND 00/100 DOLLARS (\$153,000.00) for rental of the Suite in equal annual installments of FIFTY ONE THOUSAND AND 00/100 DOLLARS (\$51,000.00).

B. The annual rental totaling FIFTY-ONE THOUSAND AND 00/100 DOLLARS (\$51,000.00) due hereunder shall be made as follows:

1. The County and SMG acknowledge a credit due to co-tenant BBL Construction Services, LLC in the amount of TWELVE THOUSAND THREE HUNDRED SEVENTY FIVE AND 00/100 DOLLARS (\$12,375.00) and a credit due to co-tenant Manufacturers and Traders Trust Company in the amount of TWO THOUSAND ONE HUNDRED TWENTY FIVE AND 00/100 DOLLARS (\$2,125.00) for payments previously made and accepted during a closure period of the Arena.

2. THIRTY SIX THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$36,500.00) due on or before lease execution for the first year (2022) of the lease agreement. Co-tenant BBL Construction Services, LLC is responsible for THIRTEEN THOUSAND ONE HUNDRED TWENTY FIVE AND 00/100 Dollars (\$13,125.00) and co-tenant Manufacturers and Traders Trust Company is responsible for TWENTY THREE THOUSAND THREE HUNDRED SEVENTY FIVE AND 00/100 DOLLARS (\$23,375.00)

3. FIFTY ONE THOUSAND AND 00/100 DOLLARS (\$51,000.00) due on or before September 1 during each subsequent contract year of the lease agreement with each co-tenant being responsible for TWENTY FIVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$25,500.00)

C. The foregoing payment installments are solely for the Suiteholder's convenience. Any default in payment of installments set forth herein shall provide the County the right to elect, in addition to and not to the exclusion of any other remedy allowed by law:

1. To accelerate against the co-tenant that has defaulted in its payments the whole of the amount set forth in Paragraph A above for the whole of the Lease term remaining, which amount shall become at once due and payable without notice or demand, and/or
2. To withhold providing the co-tenant that has defaulted in its payments with tickets and parking tickets to all events until such time as the co-tenant is no longer in default of its payment obligations.
3. Notwithstanding anything herein to the contrary, the County shall have no right to disturb the rights of a co-tenant that has made timely payments of the amounts due for rent and advertising under this Lease.

D. The term "Contract Year" as used herein, shall mean any year during the term hereof commencing on September 1, and ending the following August 31.

E. The Suiteholder shall pay any and all sales tax, if any, determined by the New York State Department of Taxation and Finance to be due and payable under the terms of this Lease.

F. A flat screen TV and cable access is provided in each suite. A current charge of \$20.00 per month is billed for cable service.

G. A telephone is provided in each Suite. Suiteholder will be billed a monthly fee of \$32.00 and for any long distance calls made from the telephone.

ARTICLE 5. OBLIGATIONS OF THE COUNTY

The County agrees to provide the following services and rights to Suiteholder with respect to the said Suite:

A. Suiteholder shall be entitled to the sole and exclusive use of the said Suite during all ticketed events throughout the term of this Lease, subject to the terms and conditions contained herein, with the exception of events and tournaments of the National Collegiate Athletic Association (NCAA). Suite tickets for NCAA events may be purchased by the Suiteholder at the sole expense of the Suiteholder. Notwithstanding any other provision to the contrary, if the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite to any NCAA event, the County shall have the right to assign the Suite during such NCAA events or retain the Suite for

County use during such NCAA events without compensation to the Suiteholder. With the aforementioned exception for NCAA events for which the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite, the County agrees, that so long as Suiteholder is not in default of any of the terms and conditions of this Lease, no other person or entity shall be permitted to use the Suite for any purpose at any time during the term of the Lease without each co-tenant's prior consent.

B. Suiteholder shall have the opportunity to purchase up to sixteen (16) tickets for seats in preferred locations outside the Suite for all ticketed events presented in the Arena for the duration of this Lease, except that for certain events in the discretion of SMG, the Suiteholder may be limited to eight (8) tickets in preferred locations outside of the Suite. Tickets for all Arena events purchased hereunder shall be at the sole expense of the Suiteholder. The price of such tickets shall be the price set for the seats in the row directly in front of the Suite.

C. Suiteholder shall receive during each contract year four (4) free reserved parking places in the adjoining parking garage for each and every ticketed event held at the Arena, except for NCAA Tournaments or Events. Parking for NCAA Tournaments and Events may be purchased separately at the sole expense of the Suiteholder.

D. Custodial cleaning of Suite after events and annual "spring cleaning."

E. Said suite shall accommodate sixteen (16) persons and shall be serviced and furnished as provided herein and in Exhibit "A" annexed hereto and made a part hereof.

F. The operational and management obligations of the County under this Lease will be implemented and administered by SMG.

ARTICLE 6. USE OF SUITE

A. Suiteholder shall use and occupy the Suite solely for the observance of events at the Arena in accordance with the terms of this Lease and such other written rules and regulations as the County may promulgate from time to time. Suiteholder's rights to use the Suite during all events throughout the term of this Lease shall be subject at all times to all of the terms and conditions contained herein.

B. Suiteholder's right of access to the Suite for any event shall be solely by presentation of tickets for such event; it being understood that the County shall furnish to Suiteholder the tickets for each event, such tickets to be made available by the County to Suiteholder prior to each event in accordance with procedures established by the County, subject to the terms and conditions set forth in this Lease.

C. Suiteholder shall not sell any food or beverages whatsoever in the Suite. Any food, or beverage used or required in the Suite shall be obtained from Aramark Corporation, or a concessionaire designated by the County. Each co-tenant shall promptly pay all bills for food, beverages and services furnished, sold or rendered to the co-tenant in connection with use of this Suite. Notwithstanding the foregoing, Suiteholder shall have the right to bring or cause to be brought nonalcoholic beverages into the Suite for its own use or the use of its invitees provided

that beverages shall not be brought into the Suite for the purpose of resale to the public and may not be provided by an outside caterer.

D. Suiteholder and Suiteholder's guests shall at all times maintain proper decorum while using the Suite and shall not attach or display any sign, advertisements or notices in or around the Suite without the prior written consent of the County, which consent shall not be unreasonably withheld.

E. Suiteholder and Suiteholder's guests shall comply with all applicable governmental laws and orders, including but not limited to all laws and orders governing smoking in public place. Suiteholder and Suiteholder's guests shall comply with all rules promulgated by the County relating to the use and occupancy of the Suite to the extent consistent with the rights of Suiteholder under this Lease.

F. Any changes or upgrading of the Suite's finishings and/or furnishings shall be solely at Suiteholder's expense and only with prior written permission of the County, which permission shall not be unreasonably withheld.

G. Suiteholder shall commit no waste of the leased premises and agrees to take good care of the premises, the fixtures and appurtenances.

ARTICLE 7. RIGHT OF ENTRY

The County and its employees and agents shall have the right to enter Suiteholder's leased premises for: (a) the performance of the duties required to be performed by the County hereunder, and for any and all purposes related thereto, and (b) to investigate any suspected violations of the provisions of this Lease, County rules, and/or any applicable governmental laws, orders, codes or regulations.

ARTICLE 8. INSURANCE.

A. Suiteholder, at its own expense, shall maintain and keep in effect, with insurance companies acceptable to the County, insurance hereinafter specified, with respect to Suiteholder's obligations under this Lease. Suiteholder shall provide the County annually with a certificate of insurance at least ten (10) days prior to the commencement of the contract year evidencing Suiteholder's payment for a comprehensive general liability policy covering bodily injury, property damage, personal injury and products liability coverage in the amount of at least ONE MILLION (\$1,000,000) DOLLARS per occurrence, including fire legal liability coverage in the amount of FIFTY THOUSAND (\$50,000) DOLLARS per occurrence. The insurance shall (a) name the County of Albany, State of New York, New York State Urban Development Corporation, SMG, MVP Health Care, as additional, co-insureds as their interest may appear, and (b) provide that the policy(ies) shall remain in full force and effect notwithstanding that the insured has waived his right of action against any party prior to the occurrence of a loss.

B. In the event Suiteholder fails to maintain and keep such insurance in effect, the County has the option to elect against such Suiteholder that fails to obtain and/or maintain insurance as

required herein, (A) to treat such breach as a default and terminate any/or all Suiteholder's rights under this Lease in accordance with Article 9 of this agreement, (B) to cure such breach on reasonable notice to the Suiteholder, at the expense of such Suiteholder, and such Suiteholder shall be liable for the reasonable amount of all expenses incurred by the County in curing the breach on Suiteholder's behalf, which shall be payable to the County on demand as additional rent, or (C) to withhold providing Suiteholder with tickets and parking passes to all events until such time as Suiteholder has provided the County with proof, acceptable to the County, that insurance is in full force and effect.

ARTICLE 9. FORCE MAJEURE

It is understood and agreed that the County shall not be responsible to Suiteholder (through a refund of rent or otherwise) for the cancellation or non-performance of any events scheduled at the Arena due to any cause or circumstances beyond the County's control. Suiteholder shall have no claim against the County for any abatement of rent, nor shall the same constitute a constructive or partial eviction, unless the same is continuing for a period of one (1) month.

ARTICLE 10. DEFAULT AND TERMINATION

A. In addition to any other remedy to which the County may be entitled by law or as set forth in this Lease, in the event Suiteholder fails to promptly and timely make the payments required hereunder or otherwise breaches any of the terms and conditions herein contained or any rules promulgated hereunder, the County shall have the right to cancel this Lease on fifteen (15) days prior written notice, subject to the right of Suiteholder to cure such breach within said period, with the exception of any violation by Suiteholder of the provisions of Art. 12-B and/or C which violations Suiteholder shall not have the right to cure. All rights of Suiteholder under this Lease shall then terminate and the County shall have no further obligation of any kind to Suiteholder and the County shall have the right to exclude Suiteholder from the Suite. In the event of termination, any advance rentals held by the County may be applied by the County to any obligation of the Suiteholder for the use of the Suite. Notwithstanding any exclusion under this Lease, the liability of Suiteholder for payments owed to the County in the form of rent and additional rent, shall not be extinguished for the balance of the term hereof and Suiteholder shall pay the County any deficiency arising from non-payment of such Suiteholder, including any deficiency resulting from reletting of the premises at a reduced rate. Further, the County shall have the right to relet Suiteholder's one-half interest under this Lease and terminate Suiteholder's right under this Lease. Any re-letting of the premises upon termination, eviction, or re-entry shall be solely on Suiteholder's behalf and shall not be deemed to be the County's acceptance of Suiteholder's surrender of the premises. Any deficiencies arising from the re-letting shall be due from the defaulting Suiteholder on the first day of each of the following years for the remainder of the term.

B. In addition to any other remedy allowed by law or by this Lease, in the event either Suiteholder is in default of any obligation set forth in this Lease, the County retains the option to withhold providing a defaulting Suiteholder with event tickets and parking tickets until any

breach or default is cured. Additionally, the County may also sue the defaulting Suiteholder each year for all payments due under this Lease until the end of the term.

ARTICLE 11. WAIVER, INDEMNIFICATION AND DAMAGE

A. The failure of any party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition or option in any other instance.

B. The County shall not be responsible for theft or any other loss or disappearance of any of the property of Suiteholder or its guests except if caused by the negligent act, omission or misconduct by the County, its employees or agents.

C. Suiteholder shall hold and save the County of Albany, State of New York, New York State Urban Development Corporation, MVP Health Care, and SMG, their officers, employees, and agents harmless from and indemnify them against any and all liability of any kind whatsoever occasioned within the Suite or ways or walks immediately adjacent thereto by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the Suiteholder or any of its officers, agents, representatives, guests, employees, invitees or any other persons admitted by the Suiteholder upon the premises except County or facility employees in the performance of their official duties. Suiteholder shall, at its own cost and expense, defend and protect the County against any and all such claims or demands.

D. Suiteholder shall reimburse County for any destruction of or damage to the Suite or any County property caused by Suiteholder or Suiteholder's employees, guests and/or invitees.

E. If the Suite is destroyed or is substantially damaged by elements or fire or other casualty so as to become untenantable, and the County elects to restore the Suite or repair such damage, this Lease shall remain in full force and Suiteholder shall be entitled to be reimbursed for the period the Suite is untenantable. However, no such reimbursement shall be allowed if Suiteholder or Suiteholder's guests caused the destruction or damage. If the County does not elect, as aforesaid, to restore or repair the Suite within a reasonable period of time, the County shall have the right, to be exercised by notice in writing, delivered to Suiteholder within ninety (90) days from and after said occurrence, to terminate this Lease, and the tenancy hereby created shall cease as of the date of said occurrence, with rent to be adjusted as of the date of such occurrence.

ARTICLE 12. RENEWAL; ASSIGNMENT OR SUBLETTING; SALE OF PASSES

A. Renewal of Agreement

1. Upon expiration of the original term of this Lease (and upon expiration of any extended term or terms, arising pursuant to the provisions of this subparagraph) pursuant to County Law §215, the County shall grant to the Suiteholder the right

of first refusal to enter into a new lease with respect to the Suite held by the Suiteholder.

2. The of first refusal shall be exercised by the Suiteholder, if at all, by written notice to the County at least one hundred and twenty (120) days prior to the expiration of the original term (or any such extended term) as provided. If Suiteholder does not timely notify the County, this Lease shall terminate at the conclusion of the original term or such extended term, as the case may be, and the County shall be free to lease the Suite to any party, commencing on the next following September 1st, it being understood that said first right of refusal, if not affirmatively exercised as aforesaid for any next succeeding term, lapses as to all subsequent terms. All property remaining on the premises after the last day of the term shall be conclusively deemed abandoned and may be removed by the County at the Suiteholder's expense. The County may also have any such property stored at the Suiteholder's sole risk and expense.
3. The right of refusal to renew shall be upon the same terms and conditions as are contained in this Lease, except that the annual payment for any additional term entered pursuant to this paragraph shall be mutually agreed to by the Parties, and finally approved by the Albany County Legislature in accordance with County Law §215.

B. Except as hereinafter provided, Suiteholder shall have no right to assign this Lease or to sell or sublet all or any portion of the Suite. The County shall have the prior right of review of any proposed assignment or subletting of the entire Suite to an entity. In determining whether to consent to such proposed assignment or sublease, the County shall give primary consideration to the financial capability of the entity to which such assignment or sublease is proposed. If such financial capability is demonstrated, consent shall not be unreasonably withheld. Upon prior written notice, the Suiteholder may assign this agreement without County consent in the event of a merger, consolidation, or sale of all or substantially all of the Suiteholder's assets where the assignment is made to the survivor of such merger or consolidation or the purchaser of such assets. If consent is given by the County to an assignment or subletting of this Suite or any interest therein, the County shall not be barred from subsequently refusing to consent to any further assignment or sublease. Any attempt to sell, assign or sublet in violation of this paragraph without County consent, shall be deemed a default, entitling the County to elect any remedy authorized by law or by the terms of this agreement. If the premises are occupied by anybody other than Suiteholder, and suiteholder is in default hereunder, the County may collect all payments due and owing from the occupant; but no such collection shall be deemed a waiver of the covenant herein against assignment and subletting or the acceptance of such occupant as a Suiteholder or a release of Suiteholder from further performance of the covenant(s) herein contained.

C. No sale by Suiteholder of any tickets issued to it pursuant to Article 5 hereof is permissible; and any sale or attempted sale of such tickets by Suiteholder will be deemed to be a material breach of Suiteholder's obligations hereunder, and shall subject Suiteholder to the termination provisions of Article 9 at the sole option of the County. The unauthorized sale of any

tickets by agents, employees or guests of Suiteholder will not be deemed a material breach of the lease subjecting Suiteholder to the termination provisions of Article 9. Suiteholder reserves the right to distribute tickets for promotion, advertising or other similar purposes.

ARTICLE 13. RIGHT TO CURE; CONDITIONS OF LIABILITY; RIGHT TO SHOW PREMISES.

A. In the event Suiteholder breaches any covenant or condition of this Lease, the County may, on reasonable notice to Suiteholder (except that no notice need be given in case of emergency), cure such breach at the expense of the Suiteholder. Any reasonable expenses incurred by the County or by SMG acting on the County's behalf to cure, shall be deemed additional rent and shall be payable on demand.

B. Suiteholder shall not be entitled to claim a constructive eviction from the premises unless the Suiteholder first notifies the County in writing of the condition or conditions giving rise thereto, and, if the complaints be justified, the County fails within thirty (30) days after receipt of said notice to remedy such conditions.

C. The County has the right to enter the Suite to show the premises to prospective lessees or sublessees.

ARTICLE 14. SUCCESSORS AND ASSIGNS

This Lease and the covenants and conditions herein contained shall be binding upon, and inure to the benefit of, the Parties hereto, their respective heirs, devisees, personal representatives, and permitted successors and assigns. This Article shall not be construed to convey any right inconsistent with the terms of Article 9 relative to assignment of this lease or subletting of all or any portion of the Suite.

ARTICLE 15. HEADINGS; CONSTRUCTION

The headings appearing in this Lease are for the purpose of easy reference only and shall not be considered a part of this Lease or in any way to modify, to amend, or to affect the provisions hereof. This Lease shall be construed with equal weight for the rights of the Parties.

ARTICLE 16. ENTIRE AGREEMENT

The Parties agree that this Lease shall constitute the only agreement between them relative to the Suite and that no oral statements and/or no prior written matter extrinsic to this instrument shall have any force or effect. This Lease shall not be modified except by writing subscribed by all Parties.

ARTICLE 17. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Lease shall be deemed properly given if, and only if delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

County of Albany	Suiteholder	SMG
County of Albany	BBL Construction Services LLC	SMG
Department of Law	P.O. Box 12789	51 S. Pearl Street
112 State Street, Rm. 600	Albany, New York 12212	Albany, New York 12207
Albany, NY 12207	Attn: Steven Obermayer	

AND

Manufacturers and Traders Trust Co.
327 Great Oaks Blvd.
Albany, New York 12203-5971

ARTICLE 18. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, paragraph or article of this Lease shall be held unconstitutional, invalid or ineffective, in whole or in part, by a court of competent jurisdiction, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, paragraphs or articles hereof.

ARTICLE 19. MISCELLANEOUS

A. This Lease has been executed in and shall be governed by the Laws of the State of New York.

B. Notwithstanding any clauses to the contrary herein, any Suiteholder property brought into the Suite and not physically secured to said premises through normally accepted trade methods of permanent installation shall not become the property of any entity other than the Suiteholder.

C. The County shall hold and save harmless the Suiteholders, their employees, officers, agents and guests from and indemnify them, against any and all liability of any kind whatsoever occasioned in, on, upon or about the Albany County Civic Center by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the County, SMG, their respective agents, employees, officers and guests, except for those persons admitted to the Suite by the Suiteholders. The County shall at its own cost and expense, defend and hold harmless the Suiteholders, their employees, officers, agents and guests against any and all such claims. The County hereby represents and warrants to the Suiteholders that the Albany County Civic Center is in and shall continue to be in compliance with all federal, state and local rules, regulations and law.

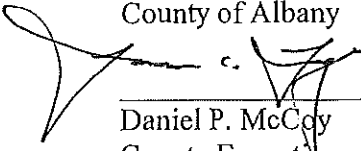
IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the day and year set forth below.

County of Albany

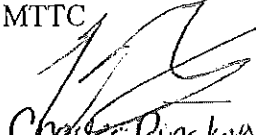
SMG

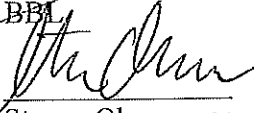
MTTC

BBA


Daniel P. McCoy
County Executive


Robert H. Belber
G. M.


Charles Pinckney
Regional President


Steven Obermayer

or, Daniel C. Lynch
Deputy County Exec.

Dated: 1/9/2023

Dated: 9/1/22

Dated: 9/17/22

Dated: 08/04/2023

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

On the ____ day of _____, 2022 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

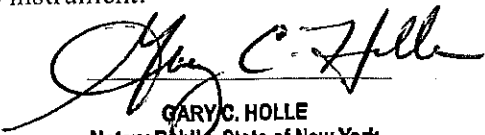
STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 9th day of January, 2022, 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.

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

EUGENIA K. CONDON
Notary Public, State of New York
Registration No. 02104969817
Qualified in Albany County
Commission Expires July 23, 2026

On the 15th day of SEPTEMBER, 2022, before me, the undersigned, a notary public in and for the state personally appeared Robert H. Belber, G.M. of the MVP Arena, 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 whose behalf the individual acted, executed the instrument.


GARY C. HOLLE
Notary Public, State of New York
No. 01HO6362978
Qualified in Albany County
Commission Expires Aug 14, 2025
NOTARY PUBLIC

STATE OF NEW YORK)

COUNTY OF Albany SS.:

On the 17 day of Aug, 2022, before me, the undersigned, a notary public in and for the state, personally appeared Charles D. Pinckney 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 whose behalf the individual acted, executed the instrument.

KIMBERLEIGH PHELAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PH6294530
Qualified in Albany County
My Commission Expires December 23, 2027

Kim Phelan
NOTARY PUBLIC

2025 RP

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

On the 4 day of August, 2022, before me, the undersigned, a notary public in and for the state, personally appeared Stephen Obermayer 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 whose behalf the individual acted, executed the instrument.

Barbara Lawrence
NOTARY PUBLIC

BARBARA A. LAWRENCE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LA6071314
Qualified in Schenectady County
Commission Expires March 18, 2026

EXHIBIT "A"

SUITE NO. 1
CORPORATE SUITE FURNISHINGS

Finished and furnished Suite shall include:

- a. Wall to wall carpeting;
- b. Acoustical tile ceiling;
- c. Upholstered fabric stadium chairs with arms-seating areas to be raised for maximum visibility;
- d. Washroom containing appropriate amenities;
- e. Bar with wet sink;
- f. Television monitor bracketed from ceiling;
- g. Sliding glass window opening onto auditorium;
- h. Telephone availability;
- i. Recessed step aisle lighting;
- j. Heating, ventilation, and air conditioning.

Any upgrading of the Suite finishings and furnishings desired by Suiteholder shall be at Suiteholder's sole expense and only with the prior written permission of the County, which shall not be unreasonably withheld. All such improvements, alterations or additions shall become the property of the County and shall remain on and be surrendered with the premises, as part thereof at the termination of this Lease without disturbance, molestation, or injury.

Contract #: 2025-0832

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: Sheriff's Office A3110

Date Submitted: 06/23/2025

Contact Person: [Megan Noonan]

Contact Phone: 518-487-5349

Vendor Info: B & H Photo And Electronics Inc.

Estimated Amount: 20375.93

Scope of Services: Unmanned Aerial Vehicles

Budget Line Item: A93110.22750.EMP23

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

DIGITAL SIGNATURE PAGE



Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

Phone: 800-947-8003
212-239-7503

Fax: 800-858-5517
212-239-7759

Email: Education: emailbids@bhphoto.com
Corporate: corporatesales@bhphoto.com
Fed Gov: federalsales@bhphoto.com
State and Local: biddept@bhphoto.com

The Professional's Source

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Federal ID#: 13-2768071

Prices Are Valid Until: 07/24/25

Quote No.: 1119957511

Reference No.: R201202-OMNIA

Sold To:

Albany County Sheriff
16 Eagle St Court House Rm 79
Attn: Hon Craig D Apple
ALBANY, NY 12207

Ship To:

Albany County Sheriff
16 Eagle St Court House Rm 79
Attn: Hon Craig D Apple
ALBANY, NY 12207

Bill Phone: (518)447-7140
Work Phone: (518)487-5407

(518)447-7140

Date	Customer Code	Terms	Salesperson	Ship Via	
06/24/25	61303098	N/A	WB	FDX GROUND	
Line No	Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
1	1	AUTEL ALPHA L35T/REG Country of Origin: CHINA In Stock - while supplies last.	AUALPL35T (102002550)	12,840.00	12,840.00
2	3	AUTEL ALPHA BATTERY-2-PACK/REG Country of Origin: CHINA In Stock - while supplies last.	AUALPHBAT2PK (102002556)	933.17	2,799.51
3	2	AUTEL ALPHA CHARGER/REG Country of Origin: CHINA This Is A Special Order Item, And Is Not Returnable. Special Order. 7-10 Business Days	AUALPCHRGR (102002774)	280.20	560.40
4	2	AUTEL BATTERY FOR LITE SERIES - WHITE/REG Country of Origin: CHINA	AUBATLTEWH (102001109)	125.91	251.82



Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

Phone: **800-947-8003**
212-239-7503

Fax: **800-858-5517**
212-239-7759

Email: Education: emailbids@bhphoto.com Fed Gov: federalsales@bhphoto.com
Corporate: corporatesales@bhphoto.com State and Local: biddept@bhphoto.com

The Professional's Source

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Federal ID#: 13-2768071

Quote No.: 1119957511

Date	Customer Code	Terms	Salesperson	Ship Via	
	61303098	N/A	Slsm	FDX GROUND	
Line No	Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
		<i>This Is A Special Order Item, And Is Not Returnable.</i>			
		Special Order. 7-14 Business Days			
5	1	GO AUTEL EVO LITE+ HARD CASE/REG Country of Origin: UNITED STATES <i>This Is A Special Order Item, And Is Not Returnable.</i> Back-Ordered. No ETA Available at this time	GOUTLITEPL (GPC-AUT-LITEPLUS)	141.75	141.75
6	1	AUTEL EVO LITE 640T ENTRPRS 7.9 PREMIUM PKG/REG Country of Origin: CHINA In Stock - while supplies last.	AUELE64T79PR (102003324)	3,442.75	3,442.75
7	1	AUTEL ON THE GO BUNDL 1/EVO LITE+ DRONES-GRY/REG Country of Origin: CHINA <i>This Is A Special Order Item, And Is Not Returnable.</i> Special Order. 7-14 Business Days	AUOTGBLTEPGY (102001116)	339.70	339.70
Continued on Next Page ...					



Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

Phone: 800-947-8003
212-239-7503

Fax: 800-858-5517
212-239-7759

Email: Education: emailbids@bhphoto.com Fed Gov: federalsales@bhphoto.com
Corporate: corporatesales@bhphoto.com State and Local: biddept@bhphoto.com

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420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Federal ID#: 13-2768071

Quote No.: 1119957511

Date	Customer Code	Terms	Salesperson	Ship Via	
	61303098	N/A	Slsn	FDX GROUND	
Line No	Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
PLEASE NOTE: ----- **** Please reference your quote number on all PO's **** **** ALL PRICES ARE LISTED IN USD ****					
Payment Type - N/A					- Amount
Sub-Total:					20,375.93
Shipping:					Free STND
Total:					20,375.93

BNEL_quote

ALBANY COUNTY - VENDOR AGREEMENT

Contract No. 2025-0832

THIS AGREEMENT (this "Agreement") is made by and between COUNTY OF ALBANY, a municipal corporation by and of the State of New York, with a principal office located at the Harold L. Joyce Albany County Office Building, 112 State Street Albany, NY 12207 (the "County"), and B & H PHOTO AND ELECTRONICS INC. , having an address at 420 9th Ave New York, NY 10001 (the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, the County requires performance of services and/or goods in connection with two unmanned aerial vehicles ; and

WHEREAS, the Vendor agrees to provide such services and/or goods for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the County and Vendor mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the services and/or provide goods (the "Work") identified in Schedule A, which is attached hereto and made a part of this Agreement. Notwithstanding anything to the contrary, if any of the terms and provisions of this Agreement conflict with or differ from any of the terms and provisions of Schedule A, the terms and provisions of this Agreement shall control. Vendor agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Vendor that the County will not compensate Vendor for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Vendor agrees to perform the Work beginning June 23, 2025 and ending September 30, 2025 .

ARTICLE 3. COMPENSATION

For satisfactory performance of the Work, or as such Work may be modified by mutual written agreement, the County agrees to compensate Vendor, and Vendor agrees to accept, an amount not to exceed 20375.93 . The parties agree that this dollar amount includes all expenses incurred providing the Work and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance. The Vendor shall submit to the County an Albany County Claim form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

The County will audit and pay the proper amounts due Vendor within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Vendor in writing of the County's reasons for objecting to all or any portion of the claim form submitted by Vendor. Costs in excess of this Agreement's not-to-exceed amount if any, may not be incurred without prior written approval and amendment authorization by the proper County authority.

ARTICLE 4. 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 Vendor 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. The County shall have no other liability under this Agreement to Vendor or to anyone else.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or agency has been employed or retained by Vendor to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

Vendor represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Work herein provided. Vendor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Albany County Ethics Law as amended from time to time, to submit a Disclosure Form to the Albany County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Albany County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;
- B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and
- C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a bid, proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid, proposed or quoted, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In providing the Work and incurring expenses under this Agreement, Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, Vendor, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this Agreement, and agrees if the County were to be assessed a penalty related to this Agreement that Vendor will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Work to be performed by it under this Agreement, without the prior express written consent of the County. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any Work provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement. All Work performed by a subcontractor shall be deemed to be work performed by the Vendor and the Vendor shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees and costs arising from the activities of its subcontractor(s).

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the Laws of the State of New York.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

Vendor 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.

Vendor 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.

Vendor 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.

All original records compiled by the Vendor in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The Vendor may retain copies of such records for its own use.

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

All claim forms presented for payment and the books, records, and accounts upon which said claim forms are based are subject to audit by the County. Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Vendor shall make its records available to the County upon request.

All books, claim forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Vendor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

This Article shall remain in effect for a period of six (6) years following expiration or earlier termination.

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this Agreement, Vendor covenants and certifies that it shall comply, in all respects, with all applicable federal, state and local laws, rules and regulations. This shall include, but not be limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B.

Pursuant to New York State Finance Law § 139-L, Vendor, by signing this Agreement, further certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement **SHALL BE VOID** and of no effect unless Vendor shall secure Workers' Compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

For all of the Work set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the County shall be named as primary/non-contributory additionally insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 12. The provisions of insurance by Vendor shall not in any way limit Vendor's

liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Vendor hereby agrees to effectuate the naming of the County of Albany as certificate holder and primary/non-contributory additional insured on the required insurance policy(ies), with the exception of workers' compensation. If Vendor is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Vendor must describe its financial condition and the self-insured funding mechanism(s).

II. The policy(ies) naming the County of Albany as certificate holder and primary/non-contributory additional insured shall, without exception:

- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
- Contain a 30-day notice of cancellation.
- State that the insurer's coverage shall be primary coverage for the County of Albany, its officers, and employees.
- The County of Albany shall be listed as certificate holder and primary/non-contributory additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. Vendor agrees to indemnify the County for any applicable deductibles.

IV. Required Insurance (unless otherwise provided in RFB/RFP):

- **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate. General Aggregate to apply on a per project basis.

- **Automobile Liability**

\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.

- **Excess/Umbrella Insurance**

\$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).

- **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

- **Owners/Contractors Protective Insurance** (Required for large construction projects.)

\$1,000,000 per occurrence/\$2,000,000 aggregate; Albany County as the named insured.

- **Bid, Performance and Labor & Material Bonds**

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

- **Professional Liability/Malpractice**

\$1,000,000 aggregate (If commercially available for your profession) \$1,000,000 per claim

V. Vendor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Vendor is to provide the County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- Policy retroactive dates coincide with or precede Vendor's start of the performance of the Work (including subsequent

- policies purchased as renewals or replacements);
- Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Work;
- If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Work performed for the County; and
- Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Work performed under this Agreement.

ARTICLE 13. DEFENSE AND INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Work provided pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents. The duty to defend hereunder shall be triggered immediately upon the County receipt of a notice of claim, service of process or other demand or claim.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of Vendor either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this Article shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

ARTICLE 14. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this Agreement, or (3) upon Vendor becoming insolvent.

Upon termination of this Agreement, Vendor shall comply with any and all County closeout procedures, including, but not limited to:

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Work similar to those so terminated, and Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any Work procured by the County to complete the Work herein will be charged to Vendor and/or set off against any sums due Vendor.

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Vendor, Vendor 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 vendor to satisfactorily

complete the Work, together with the County's own costs incurred in procuring a substitute vendor. The County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Vendor's claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 17. SET-OFF RIGHTS

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 18. NO ARBITRATION; JURISDICTION AND VENUE

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, shall not be submitted to arbitration unless specifically agreed thereto in writing by the County, but shall instead only be heard in the Supreme Court of the State of New York, with venue in Albany County, or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all Work under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Work are rendered.

ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE

Vendor hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this Agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 21. TAXES

The County is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any agreement or bid/proposal price. A Tax-Exempt Certificate will be executed upon Vendor's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Vendor has or may have with the County without the express written permission of the County. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)

A. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering

into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Vendor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

B. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. Vendor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

C. Drug-Free Workplace (Vendors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. Vendor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a)
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - i. Abide by the terms of the statement.

- ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

D. Drug-Free Workplace (Vendors who are individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- 1. As a condition of the Agreement, Vendor certifies that he, she, they, it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Agreement; and
- 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of New York Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Vendor 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 25. WAGE AND HOUR PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplemental Exhibits issued by the State Labor Department. Furthermore, Vendor and its subcontractors shall pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, Vendor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for the Work.

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

The Vendor hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Vendor has not:

- 1. 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
- 2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH & NOTIFICATION ACT

Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business

ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED

Vendor, for itself, its assignees, and successors in interest agree as follows:

1. **Gratuities.** It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
2. **Kickbacks.** It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 29. TITLE VI – REQUIRED LANGUAGE

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** Vendor shall comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** Vendor, with regard to the Work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Vendor of the subcontractor's obligations under this Agreement, and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** Vendor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Vendor is in the exclusive possession of another who fails or refuses to furnish the information, Vendor shall so certify to the County, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Vendor's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it or the County may determine to be appropriate, including, but not limited to: a. withholding payments to Vendor under the Agreement until Vendor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Vendor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Vendor shall take action with respect to any subcontract or procurement as County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Vendor may request the County to enter into any litigation to protect the interests of the County. In addition, Vendor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of

- disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 30. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 31. MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Work covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Work, and after amendment approval by the appropriate County authority, the parties mutually agree to an Amendment to this Agreement, which shall specifically set forth the scope of such extra or additional work and the amount of compensation and the extension of the time for performance, if any, for any such work.

ARTICLE 32. 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 Vendor.

ARTICLE 33. COOPERATION

Vendor shall cooperate with representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of the Vendor to the end that the Work may proceed expeditiously and economically.

ARTICLE 34. NON-INTERRUPTION OF WORK [Contractors only]

A Vendor who is a 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 Vendor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 35. EXTRA SERVICES/GOODS

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

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Vendor 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 Vendor 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 Vendor in default and/or seeking debarment or suspension of the Vendor.

ARTICLE 37. AUTHORITY

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

ARTICLE 38. MISCELLANEOUS PROVISIONS

1. During the term of this Agreement, the Vendor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Vendor shall give the County thirty (30) days written notice in advance of such event.
2. The Vendor 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.
3. If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
4. The County shall bear no responsibility other than that set forth in this Agreement.
5. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

DIGITAL SIGNATURE PAGE

RESOLUTION NO. 536

**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE
DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY SERVICES
REGARDING THE 2023 EMERGENCY MANAGEMENT PERFORMANCE
GRANT AND AMENDING THE 2023 SHERIFF'S OFFICE BUDGET**

Introduced: 11/13/23
By Public Safety Committee:

WHEREAS, The Albany County Sheriff has requested authorization to enter into an agreement with the New York State Division of Homeland Security and Emergency Services regarding 2023 Emergency Management Performance Grant funding in an amount of \$115,836 for a term commencing October 1, 2022 and ending September 30, 2025, and

WHEREAS, The Albany County Sheriff has indicated that the aforementioned grant funds will be utilized to pay for equipment, supplies and preparedness items used in the Sheriff's Office's ongoing emergency management activities and provide equipment for the new Emergency Operations Center, and

WHEREAS, The Sheriff has also requested a budget amendment to incorporate the aforementioned funding into the 2023 Sheriff's Office Budget, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Division of Homeland Security and Emergency Services regarding 2023 Emergency Management Performance Grant funding in an amount of \$115,836 for a term commencing October 1, 2022 and ending September 30, 2025, and, be it further

RESOLVED, That the 2023 Sheriff's Office Budget is amended as follows:

Increase Revenue Account A3110 0 3305 Civil Defense by \$115,836

Increase Appropriation Account A3110.2 by \$110,000 by increasing Line Item A3110 2 2750 Security Equipment by \$110,000

Increase Appropriation Account A3110.4 by \$5,836 by increasing Line Item A3110 4 4046 Fees for Services by \$5,836

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



Homeland Security and Emergency Services

KATHY HOCHUL
Governor

JACKIE BRAY
Commissioner

September 13, 2023

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

Dear Mr. McCoy:

I am pleased to inform you that Albany County is awarded \$115,836 under the FY2023 Emergency Management Performance Grant (EMPG). Funding for this grant is provided by the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA). The New York State Division of Homeland Security and Emergency Services (DHSES) will administer this funding on behalf of FEMA.

The performance period for this grant is from October 1, 2022 through September 30, 2025. DHSES grants management staff will work with your designated EMPG program point of contact to provide additional administrative guidance in executing this award.

Thank you for your continued support of New York State's homeland security efforts. DHSES remains committed to providing you with outstanding support in the administration of your homeland security programs. If you have any questions, please contact me at (518) 242-5000 or my Director of Grants Program Administration, Eric Abramson, at (518) 402-2123.

Sincerely,

A handwritten signature in black ink that reads "Jacqueline Bray". The signature is fluid and cursive, with the first name "Jacqueline" and the last name "Bray" clearly visible.

Jackie Bray
Commissioner

Contract #: 2025-0826

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Sheriff's Office A3110

Date Submitted: 06/23/2025

Contact Person: [Tina Harris]

Contact Phone: 518-487-5435

Vendor Info: Mangino Chevrolet

Estimated Amount: 198,209.06

Scope of Services: Purchase of Vehicle

Budget Line Item: A93110.22400

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

ALBANY COUNTY - VENDOR AGREEMENT

Contract No. 2025-0826

THIS AGREEMENT (this "Agreement") is made by and between COUNTY OF ALBANY, a municipal corporation by and of the State of New York, with a principal office located at the Harold L. Joyce Albany County Office Building, 112 State Street Albany, NY 12207 (the "County"), and MANGINO CHEVROLET, having an address at 4447 Street Highway 30 Amsterdam, NY 12010 (the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, the County requires performance of services and/or goods in connection with Vehicle Purchase of Chevrolet Equinox ; and

WHEREAS, the Vendor agrees to provide such services and/or goods for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the County and Vendor mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the services and/or provide goods (the "Work") identified in Schedule A, which is attached hereto and made a part of this Agreement. Notwithstanding anything to the contrary, if any of the terms and provisions of this Agreement conflict with or differ from any of the terms and provisions of Schedule A, the terms and provisions of this Agreement shall control. Vendor agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Vendor that the County will not compensate Vendor for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Vendor agrees to perform the Work beginning June 23, 2025 and ending June 22, 2026 .

ARTICLE 3. COMPENSATION

For satisfactory performance of the Work, or as such Work may be modified by mutual written agreement, the County agrees to compensate Vendor, and Vendor agrees to accept, an amount not to exceed 198,209.06 . The parties agree that this dollar amount includes all expenses incurred providing the Work and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance. The Vendor shall submit to the County an Albany County Claim form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

The County will audit and pay the proper amounts due Vendor within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Vendor in writing of the County's reasons for objecting to all or any portion of the claim form submitted by Vendor. Costs in excess of this Agreement's not-to-exceed amount if any, may not be incurred without prior written approval and amendment authorization by the proper County authority.

ARTICLE 4. 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 Vendor 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. The County shall have no other liability under this Agreement to Vendor or to anyone else.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or agency has been employed or retained by Vendor to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

Vendor represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Work herein provided. Vendor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Albany County Ethics Law as amended from time to time, to submit a Disclosure Form to the Albany County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Albany County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a bid, proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid, proposed or quoted, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In providing the Work and incurring expenses under this Agreement, Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, Vendor, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this Agreement, and agrees if the County were to be assessed a penalty related to this Agreement that Vendor will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Work to be performed by it under this Agreement, without the prior express written consent of the County. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any Work provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement. All Work performed by a subcontractor shall be deemed to be work performed by the Vendor and the Vendor shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees and costs arising from the activities of its subcontractor(s).

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the Laws of the State of New York.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

Vendor 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.

Vendor 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.

Vendor 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.

All original records compiled by the Vendor in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The Vendor may retain copies of such records for its own use.

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

All claim forms presented for payment and the books, records, and accounts upon which said claim forms are based are subject to audit by the County. Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Vendor shall make its records available to the County upon request.

All books, claim forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Vendor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

This Article shall remain in effect for a period of six (6) years following expiration or earlier termination.

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this Agreement, Vendor covenants and certifies that it shall comply, in all respects, with all applicable federal, state and local laws, rules and regulations. This shall include, but not be limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B.

Pursuant to New York State Finance Law § 139-L, Vendor, by signing this Agreement, further certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement **SHALL BE VOID** and of no effect unless Vendor shall secure Workers' Compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

For all of the Work set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the County shall be named as primary/non-contributory additionally insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 12. The provisions of insurance by Vendor shall not in any way limit Vendor's

liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Vendor hereby agrees to effectuate the naming of the County of Albany as certificate holder and primary/non-contributory additional insured on the required insurance policy(ies), with the exception of workers' compensation. If Vendor is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Vendor must describe its financial condition and the self-insured funding mechanism(s).

II. The policy(ies) naming the County of Albany as certificate holder and primary/non-contributory additional insured shall, without exception:

- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
- Contain a 30-day notice of cancellation.
- State that the insurer's coverage shall be primary coverage for the County of Albany, its officers, and employees.
- The County of Albany shall be listed as certificate holder and primary/non-contributory additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. Vendor agrees to indemnify the County for any applicable deductibles.

IV. Required Insurance (unless otherwise provided in RFB/RFP):

- **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate. General Aggregate to apply on a per project basis.

- **Automobile Liability**

\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.

- **Excess/Umbrella Insurance**

\$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).

- **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

- **Owners/Contractors Protective Insurance** (Required for large construction projects.)

\$1,000,000 per occurrence/\$2,000,000 aggregate; Albany County as the named insured.

- **Bid, Performance and Labor & Material Bonds**

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

- **Professional Liability/Malpractice**

\$1,000,000 aggregate (If commercially available for your profession) \$1,000,000 per claim

V. Vendor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Vendor is to provide the County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- Policy retroactive dates coincide with or precede Vendor's start of the performance of the Work (including subsequent

- policies purchased as renewals or replacements);
- Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Work;
- If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Work performed for the County; and
- Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Work performed under this Agreement.

ARTICLE 13. DEFENSE AND INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Work provided pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents. The duty to defend hereunder shall be triggered immediately upon the County receipt of a notice of claim, service of process or other demand or claim.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of Vendor either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this Article shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

ARTICLE 14. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this Agreement, or (3) upon Vendor becoming insolvent.

Upon termination of this Agreement, Vendor shall comply with any and all County closeout procedures, including, but not limited to:

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Work similar to those so terminated, and Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any Work procured by the County to complete the Work herein will be charged to Vendor and/or set off against any sums due Vendor.

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Vendor, Vendor 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 vendor to satisfactorily

complete the Work, together with the County's own costs incurred in procuring a substitute vendor. The County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Vendor's claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 17. SET-OFF RIGHTS

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 18. NO ARBITRATION; JURISDICTION AND VENUE

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, shall not be submitted to arbitration unless specifically agreed thereto in writing by the County, but shall instead only be heard in the Supreme Court of the State of New York, with venue in Albany County, or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all Work under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Work are rendered.

ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE

Vendor hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this Agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 21. TAXES

The County is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any agreement or bid/proposal price. A Tax-Exempt Certificate will be executed upon Vendor's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Vendor has or may have with the County without the express written permission of the County. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARRMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)

A. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering

into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Vendor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

B. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. Vendor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

C. Drug-Free Workplace (Vendors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. Vendor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a)
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - i. Abide by the terms of the statement.

ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or

ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

D. Drug-Free Workplace (Vendors who are individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the Agreement, Vendor certifies that he, she, they, it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Agreement; and

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of New York Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Vendor 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 25. WAGE AND HOUR PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplemental Exhibits issued by the State Labor Department. Furthermore, Vendor and its subcontractors shall pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, Vendor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for the Work.

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

The Vendor hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Vendor has not:

1. 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

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

ARTICLE 27. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH & NOTIFICATION ACT

Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business

ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED

Vendor, for itself, its assignees, and successors in interest agree as follows:

1. **Gratuities.** It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
2. **Kickbacks.** It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 29. TITLE VI – REQUIRED LANGUAGE

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** Vendor shall comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** Vendor, with regard to the Work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Vendor of the subcontractor's obligations under this Agreement, and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** Vendor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Vendor is in the exclusive possession of another who fails or refuses to furnish the information, Vendor shall so certify to the County, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Vendor's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it or the County may determine to be appropriate, including, but not limited to: a. withholding payments to Vendor under the Agreement until Vendor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Vendor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Vendor shall take action with respect to any subcontract or procurement as County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Vendor may request the County to enter into any litigation to protect the interests of the County. In addition, Vendor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of

- disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 30. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 31. MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Work covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Work, and after amendment approval by the appropriate County authority, the parties mutually agree to an Amendment to this Agreement, which shall specifically set forth the scope of such extra or additional work and the amount of compensation and the extension of the time for performance, if any, for any such work.

ARTICLE 32. 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 Vendor.

ARTICLE 33. COOPERATION

Vendor shall cooperate with representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of the Vendor to the end that the Work may proceed expeditiously and economically.

ARTICLE 34. NON-INTERRUPTION OF WORK [Contractors only]

A Vendor who is a 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 Vendor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 35. EXTRA SERVICES/GOODS

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

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Vendor 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 Vendor 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 Vendor in default and/or seeking debarment or suspension of the Vendor.

ARTICLE 37. AUTHORITY

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

ARTICLE 38. MISCELLANEOUS PROVISIONS

1. During the term of this Agreement, the Vendor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Vendor shall give the County thirty (30) days written notice in advance of such event.
2. The Vendor 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.
3. If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
4. The County shall bear no responsibility other than that set forth in this Agreement.
5. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

DIGITAL SIGNATURE PAGE

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 – 2025-095 Chevy Equinox

DATE: June 17, 2025

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

RFQ 2025-095 Tabulation
2026 Chevrolet Equinox (7)

Vendor	Cappellino Chevrolet	DeNooyer Chevrolet	Mangino Chevrolet	Mohawk Chevrolet	Nielsen Chevrolet	North Shore Chev of Smithtown
Vehicle	2025 Chev Equinox	2026 Chev Equinox	2026 Chev Equinox	2026 Chev Equinox	2026 Chev Equinox	2026 Chev Equinox
Price	\$ 29,435.40	\$ 28,670.72	\$ 28,315.58	\$ 28,753.91	\$ 28,942.68	\$ 28,584.00
Total for 7 vehicles	\$ 206,047.80	\$ 200,695.04	\$ 198,209.06	\$ 201,277.37	\$ 202,598.76	\$ 200,088.00
In stock/order	Order	Order	Order	Order	Order	Order
Exterior Color		White	White	White		White



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: June 18, 2025

RE: RFQ-2025-095 Chevrolet Equinox (7) vehicle purchase

I am in receipt of your recommendation to award the aforementioned to Mangino Chevrolet in the amount of \$198,209.06.

As Mangino 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.

POUR AND BUILD FOUNDATION FOR PREFABRICATED KENNEL

This contract is currently waiting for approval by purchasingcontracts@albanycountyny.gov[Department Purchasing]

 Save

Overview Cover Sheet Financial Performance Access Routing Documents Activity

Contract Details

Contract Number

2025-0720

Contract Name *

POUR AND BUILD FOUNDATION FOR PREFABRICATED KENNEL

Start Date *

07/01/2025

End Date *

06/30/2026

☒ Paper Contract

Class/Category

Classification *

New Contract ▾

Category *

Standard ▾

Status/Priority

Status *

Working ▾

Priority *

Normal ▾

Department/Liaison Information

Department(s) *

Correctional Facility A3150 ✕ ▾

Liaison(s) *

Harris, Tina [Tina.Harris@albanycountyny.gov] ✕ ▾

This Contract

Contract Amount

132,349.98

Grant Amount

0.00

Contract Authority

CAB ▾

Procurement Type

Bid ▾

County Requirements

☒ Grant Funds

Web Portal Address

☐ Budgeted Funds

☐ BAA

☐ Resolution

☐ MWBE / DBE

☐ Capital Project

Vendor Information

Vendor *

Jiwan Construction Inc.[VENDOR] ▾

95-13 Lefferts Blvd
South Richmond Hill, NY 11419
(347)484-8869

Vendor Contact *

Singh, Tajinder [tajsingh@jiwanconst.com] ▾

Vendor Signature *

Singh, Tajinder [tajsingh@jiwanconst.com] ▾

☐ Schedule A ☒ Tech Addendum ☐ Inactive

► Fee for Service

Resolutions

Resolution 1

__/__/__

Resolution 2

__/__/__

Resolution 3

__/__/__

Resolution 4

__/__/__

Funding Sources

Federal %

0.00 ▴ ▾

State %

100.00 ▴ ▾

County %

0.00 ▴ ▾

Local %

0.00 ▴ ▾

Other %

0.00 ▴ ▾

Mandate/Revenue

☐ Mandated

☐ Non-Mandated

☒ Revenue Contract

ALBANY COUNTY - VENDOR AGREEMENT

Contract No. 2025-0720

THIS AGREEMENT (this "Agreement") is made by and between COUNTY OF ALBANY, a municipal corporation by and of the State of New York, with a principal office located at the Harold L. Joyce Albany County Office Building, 112 State Street Albany, NY 12207 (the "County"), and JIWAN CONSTRUCTION INC. , having an address at 95-13 Lefferts Blvd South Richmond Hill, NY 11419 (the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, the County requires performance of services and/or goods in connection with Jiwan Construction Inc. ; and

WHEREAS, the Vendor agrees to provide such services and/or goods for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the County and Vendor mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the services and/or provide goods (the "Work") identified in Schedule A, which is attached hereto and made a part of this Agreement. Notwithstanding anything to the contrary, if any of the terms and provisions of this Agreement conflict with or differ from any of the terms and provisions of Schedule A, the terms and provisions of this Agreement shall control. Vendor agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Vendor that the County will not compensate Vendor for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Vendor agrees to perform the Work beginning July 1, 2025 and ending June 30, 2026 .

ARTICLE 3. COMPENSATION

For satisfactory performance of the Work, or as such Work may be modified by mutual written agreement, the County agrees to compensate Vendor, and Vendor agrees to accept, an amount not to exceed 132349.98 . The parties agree that this dollar amount includes all expenses incurred providing the Work and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance. The Vendor shall submit to the County an Albany County Claim form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

The County will audit and pay the proper amounts due Vendor within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Vendor in writing of the County's reasons for objecting to all or any portion of the claim form submitted by Vendor. Costs in excess of this Agreement's not-to-exceed amount if any, may not be incurred without prior written approval and amendment authorization by the proper County authority.

ARTICLE 4. 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 Vendor 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. The County shall have no other liability under this Agreement to Vendor or to anyone else.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or agency has been employed or retained by Vendor to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

Vendor represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Work herein provided. Vendor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Albany County Ethics Law as amended from time to time, to submit a Disclosure Form to the Albany County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Albany County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;
- B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and
- C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a bid, proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid, proposed or quoted, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In providing the Work and incurring expenses under this Agreement, Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, Vendor, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this Agreement, and agrees if the County were to be assessed a penalty related to this Agreement that Vendor will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Work to be performed by it under this Agreement, without the prior express written consent of the County. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any Work provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement. All Work performed by a subcontractor shall be deemed to be work performed by the Vendor and the Vendor shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees and costs arising from the activities of its subcontractor(s).

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the Laws of the State of New York.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

Vendor 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.

Vendor 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.

Vendor 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.

All original records compiled by the Vendor in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The Vendor may retain copies of such records for its own use.

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

All claim forms presented for payment and the books, records, and accounts upon which said claim forms are based are subject to audit by the County. Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Vendor shall make its records available to the County upon request.

All books, claim forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Vendor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

This Article shall remain in effect for a period of six (6) years following expiration or earlier termination.

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this Agreement, Vendor covenants and certifies that it shall comply, in all respects, with all applicable federal, state and local laws, rules and regulations. This shall include, but not be limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B.

Pursuant to New York State Finance Law § 139-L, Vendor, by signing this Agreement, further certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement **SHALL BE VOID** and of no effect unless Vendor shall secure Workers' Compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

For all of the Work set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the County shall be named as primary/non-contributory additionally insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 12. The provisions of insurance by Vendor shall not in any way limit Vendor's

liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Vendor hereby agrees to effectuate the naming of the County of Albany as certificate holder and primary/non-contributory additional insured on the required insurance policy(ies), with the exception of workers' compensation. If Vendor is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Vendor must describe its financial condition and the self-insured funding mechanism(s).

II. The policy(ies) naming the County of Albany as certificate holder and primary/non-contributory additional insured shall, without exception:

- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
- Contain a 30-day notice of cancellation.
- State that the insurer's coverage shall be primary coverage for the County of Albany, its officers, and employees.
- The County of Albany shall be listed as certificate holder and primary/non-contributory additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. Vendor agrees to indemnify the County for any applicable deductibles.

IV. Required Insurance (unless otherwise provided in RFB/RFP):

- **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate. General Aggregate to apply on a per project basis.

- **Automobile Liability**

\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.

- **Excess/Umbrella Insurance**

\$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).

- **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

- **Owners/Contractors Protective Insurance** (Required for large construction projects.)

\$1,000,000 per occurrence/\$2,000,000 aggregate; Albany County as the named insured.

- **Bid, Performance and Labor & Material Bonds**

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

- **Professional Liability/Malpractice**

\$1,000,000 aggregate (If commercially available for your profession) \$1,000,000 per claim

V. Vendor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Vendor is to provide the County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- Policy retroactive dates coincide with or precede Vendor's start of the performance of the Work (including subsequent

- policies purchased as renewals or replacements);
- Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Work;
- If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Work performed for the County; and
- Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Work performed under this Agreement.

ARTICLE 13. DEFENSE AND INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Work provided pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents. The duty to defend hereunder shall be triggered immediately upon the County receipt of a notice of claim, service of process or other demand or claim.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of Vendor either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this Article shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

ARTICLE 14. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this Agreement, or (3) upon Vendor becoming insolvent.

Upon termination of this Agreement, Vendor shall comply with any and all County closeout procedures, including, but not limited to:

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Work similar to those so terminated, and Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any Work procured by the County to complete the Work herein will be charged to Vendor and/or set off against any sums due Vendor.

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Vendor, Vendor 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 vendor to satisfactorily

complete the Work, together with the County's own costs incurred in procuring a substitute vendor. The County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Vendor's claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 17. SET-OFF RIGHTS

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 18. NO ARBITRATION; JURISDICTION AND VENUE

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, shall not be submitted to arbitration unless specifically agreed thereto in writing by the County, but shall instead only be heard in the Supreme Court of the State of New York, with venue in Albany County, or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all Work under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Work are rendered.

ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE

Vendor hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this Agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 21. TAXES

The County is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any agreement or bid/proposal price. A Tax-Exempt Certificate will be executed upon Vendor's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Vendor has or may have with the County without the express written permission of the County. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, not shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)

A. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering

into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Vendor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

B. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. Vendor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

C. Drug-Free Workplace (Vendors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. Vendor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a)
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - i. Abide by the terms of the statement.

ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or

ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

D. Drug-Free Workplace (Vendors who are individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the Agreement, Vendor certifies that he, she, they, it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Agreement; and

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of New York Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Vendor 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 25. WAGE AND HOUR PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplemental Exhibits issued by the State Labor Department. Furthermore, Vendor and its subcontractors shall pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, Vendor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for the Work.

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

The Vendor hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Vendor has not:

1. 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

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

ARTICLE 27. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH & NOTIFICATION ACT

Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business

ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED

Vendor, for itself, its assignees, and successors in interest agree as follows:

1. **Gratuities.** It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
2. **Kickbacks.** It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 29. TITLE VI – REQUIRED LANGUAGE

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** Vendor shall comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** Vendor, with regard to the Work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Vendor of the subcontractor's obligations under this Agreement, and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** Vendor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Vendor is in the exclusive possession of another who fails or refuses to furnish the information, Vendor shall so certify to the County, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Vendor's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it or the County may determine to be appropriate, including, but not limited to: a. withholding payments to Vendor under the Agreement until Vendor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Vendor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Vendor shall take action with respect to any subcontract or procurement as County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Vendor may request the County to enter into any litigation to protect the interests of the County. In addition, Vendor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of

- disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
 - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 30. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 31. MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Work covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Work, and after amendment approval by the appropriate County authority, the parties mutually agree to an Amendment to this Agreement, which shall specifically set forth the scope of such extra or additional work and the amount of compensation and the extension of the time for performance, if any, for any such work.

ARTICLE 32. 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 Vendor.

ARTICLE 33. COOPERATION

Vendor shall cooperate with representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of the Vendor to the end that the Work may proceed expeditiously and economically.

ARTICLE 34. NON-INTERRUPTION OF WORK [Contractors only]

A Vendor who is a 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 Vendor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 35. EXTRA SERVICES/GOODS

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

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Vendor 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 Vendor 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 Vendor in default and/or seeking debarment or suspension of the Vendor.

ARTICLE 37. AUTHORITY

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

ARTICLE 38. MISCELLANEOUS PROVISIONS

1. During the term of this Agreement, the Vendor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Vendor shall give the County thirty (30) days written notice in advance of such event.
2. The Vendor 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.
3. If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
4. The County shall bear no responsibility other than that set forth in this Agreement.
5. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

DIGITAL SIGNATURE PAGE

William J Keller	
\$	184,250.00
\$	18,425.00
\$	202,675.00

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Pour and Build Foundation for Pre-Fabricated Kennel**

Bid Number: **2025-076**

Conditions:

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

Lump Sum Base Bid:	<u>\$120,319.00</u>
10% Contingency Allowance	<u>\$12,031.82</u>
Total Bid (Base Bid + Allowance)	<u>\$132,349.98</u>

COMPANY: Jiwan Construction Inc.

ADDRESS: 95-13 Lefferts BLVD

CITY, STATE, ZIP: South Richmond Hill, NY 11419

TEL. NO.: 347-484-8869

FAX NO.: _____

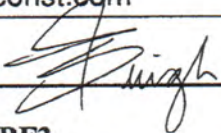
FEDERAL TAX ID NO.: 45-2658058

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

24-6368G-CR

REPRESENTATIVE: Tajinder Singh

E-MAIL: tajsingh@jiwanconst.com

SIGNATURE AND TITLE Vice President 

DATE 5/20/2025

BF3

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Pour and Build Foundation for Pre-Fabricated Kennel**
Bid Number: **2025-076**

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 5/20/2025

Number 2

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

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

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F") **Not Applicable**
 - (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:

Tajinder Singh (Vice President of Jiwan Construction Inc.)

tajsingh@jiwanconst.com

Phone: 347-484-8869

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

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.

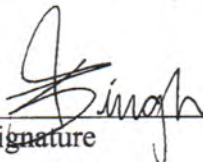
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

Jiwan Construction Inc.

Company Name

5/20/2025

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 _____

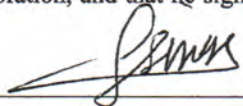
Commission Expires _____

If Corporation:

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

On this 21st day of MAY, 2005, before me personally appeared Tajinder Singh to me known, who, being by me sworn, did say that he resides at (give address) 05-13 Lefferts BLVD; that he is the (give title) S. Richmond Hill, NY 11419 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.

SURINDER SINGH KAKNIYA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KA6440323
Qualified in Queens County
My Commission Expires 09-06-2026



Notary Public, State of NEW YORK

Qualified in QUEENS COUNTY

Commission Expires 09-06-2026

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Jiwan Construction Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 45-2658058 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.jiwanconstruction.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 95-13 Lefferts BLVD, S. Richmond Hill NY 11419		7. TELEPHONE NUMBER 347-484-8869	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Taiinder Singh Title Vice President Telephone Number 347-484-8869 Fax Number e-mail taisinh@jiwanconst.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Taiinder Sinah	TITLE V.P.	b) NAME	TITLE
c) NAME Suriit Sahota	TITLE President	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No 			
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No 			

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

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

☐ Yes ☒ No

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

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

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

FEIN # 45-2658058

Tajinder Singh
Printed Name

Signature
5/21/25
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

Vice President

Title

05/20/2025

Date

Jiwan Construction Inc.

Company Name

ATTACHMENT "E"

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

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

Name of Third Party Entity: Jiwan Construction Inc.

Address: 95-13 Lefferts BLVD

South Richmond Hill, NY 11419

Phone Number(s): 347-484-8869

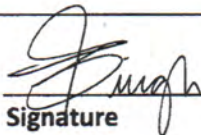
Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Concrete formwork, pour concrete, steel reinforcement

Concrete foundation construction consisting of footing, wall and slab

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

Albany County Correctional Facility


Signature

Tajinder Singh

Printed Name

Vice President

Title

05/20/2025

Date

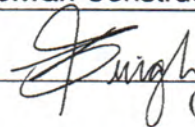
ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

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: Jiwan Construction Inc.

By:



(Signature)

Corporation

(Typed)

Title: Vice President

Date: 05/20/2025



ALBANY COUNTY SHERIFF'S OFFICE

Albany County Correctional Facility
840 Albany Shaker Rd, Albany, NY 12211
(518) 869-2600 FAX (518) 869-3923



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

CRAIG D. APPLE, SR.
SHERIFF

MICHAEL J. LYONS
Superintendent

To: Pamela O'Neill, Albany County Purchasing Agent

From: Major Ronald Murray 

Date: 05/27/25

Subject Albany County Correctional Facility Dog Kennel Concrete Bid

We have reviewed the bid from Jiwan Construction and are satisfied with their proposal. We would like to move forward with this company.

Thank you,

Major Ronald Murray

A handwritten signature in black ink, appearing to read "Ronald Murray".



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: Hon. Craig D. Apple
Sheriff's Office

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: June 4, 2025

RE: RFB#2025-076 Foundation for Dog Kennel

I am in receipt of your recommendation to award the aforementioned to Jiwan Construction in the amount of \$132,350.82.

As Jiwan Construction 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

**POUR AND BUILD FOUNDATION FOR PRE-FABRICATED
KENNEL**

RFB#2025-076

ADDENDUM #2

May 16, 2025

The following Addendum No. 2 consisting of two (2) pages (including this cover page) is hereby issued on the 16th day of May 2025, in connection with the Request for Bids#2025-076 Pour and Build Foundation for Pre-Fabricated Kennel as requested by the Albany County Correctional Facility.

COUNTY OF ALBANY

RFB#2025-076

POUR AND BUILD FOUNDATION FOR PRE-FABRICATED KENNEL

ADDENDUM #2

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

ITEM #1: Question: What is the budget for this project. .

ANSWER: There is no budget information for this project.

ITEM#2: Question: What is the start date for the project?

ANSWER: There is no firm start date, estimated early summer.

ITEM#3: Add the following to section 7 Qualification of Bidder

- All bidders shall submit the Bidder Qualification Questionnaire as part of the bid. Each bid must contain evidence of the bidder's qualification to do business in New York State or covenant to obtain such qualification prior to award. (See attached bidder qualification document attached)
- All bidders must document five (5) or more years in the business of providing Masonry Foundation work.
- Bidder must include at least three (3) Masonry/Foundation customer references.

End of Addendum #2

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? 14 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. OGS PN Q1818C Provide Standby Emergency Generator (Blue Mountain, Indian

Lake); Contact Name: Vincent D'Agostino (EIC); Contact #: (315) 640-2018

Owner: Department of Environmental Conservation (see attached for more info)

2. OGS PN Q1877C Demolish & Reconstruct Stairs, BLDG 24

Address: 1220 Washington Ave, Albany, NY 12203; Contact Name: Kevin Jones

Contact #: (518) 774-4146; Owner: NYS Police Academy

3. Steinmetz Lake Wall Restoration (City of Schenectady)

Address: Steinmetz Lake, Schenectady, NY; Contact Name: Fred Mastroianni

Contact #: 518-641-9192; Owner: City of Schenectady

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.

OGS PN 47349C Provide 5th Floor Conference

Contract Value: \$215,226.00; Completion Percentage: 82%

OGS PN Q1877C Demolish & Reconstruct Stairs, BLDG 24

Contract Value: \$232,0990.00; Completion Percentage: 98%

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

No

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

No

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

No.

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

No.

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

Surety: Melwain Surety Bonds; Name: Jarret Packer; Address: 27 E Merrick Road

Valley Stream, NY 11580; Telephone #: 516-295-6081

Bank: Santander Bank; Name: Odessa Rahaman; Address: 118-11 101st Avenue

S. Richmond Hill, NY 11419; Telephone #: 718-850-5070

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

See attachment

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.

Jiwan Construction Inc.

Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 95-13 Lefferts BLVD,

South Richmond Hill, NY 11419

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

Surjit Sahota (President)

Tajinder Singh (Vice President)

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Jiwan Construction Inc.

Firm

Dated: 5/19/2025

By Tajinder Singh Digitally signed by Tajinder Singh
DN: cn=Tajinder Singh, o=Jiwan Construction
Inc., ou=Jiwan Construction, cn=Tajinder Singh
Date: 2025.05.19 15:31:30 -0400

Tajinder Singh, V.P.

(Typed)

Contract #: 2025-0822

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: Correctional Facility A3150

Date Submitted: 06/23/2025

Contact Person: [Tina Harris]

Contact Phone: 518-487-5435

Vendor Info: CREIGHTON MANNING ENGINEERING & SURVEYING, PLLC

Estimated Amount: 43,500.00

Scope of Services: Professional Engineering and Surveying Services for Pre-Fabricated Kennel

Budget Line Item: A93110.44049

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - RFP

ALBANY COUNTY - VENDOR AGREEMENT

Contract No. 2025-0822

THIS AGREEMENT (this "Agreement") is made by and between COUNTY OF ALBANY, a municipal corporation by and of the State of New York, with a principal office located at the Harold L. Joyce Albany County Office Building, 112 State Street Albany, NY 12207 (the "County"), and CREIGHTON MANNING ENGINEERING & SURVEYING, PLLC, having an address at 2 Winners Circle Albany, NY 12205 (the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, the County requires performance of services and/or goods in connection with Professional Engineering and Surveying Services for Pre-Fabricated Kennel; and

WHEREAS, the Vendor agrees to provide such services and/or goods for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the County and Vendor mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the services and/or provide goods (the "Work") identified in Schedule A, which is attached hereto and made a part of this Agreement. Notwithstanding anything to the contrary, if any of the terms and provisions of this Agreement conflict with or differ from any of the terms and provisions of Schedule A, the terms and provisions of this Agreement shall control. Vendor agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Vendor that the County will not compensate Vendor for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Vendor agrees to perform the Work beginning June 23, 2025 and ending June 22, 2026.

ARTICLE 3. COMPENSATION

For satisfactory performance of the Work, or as such Work may be modified by mutual written agreement, the County agrees to compensate Vendor, and Vendor agrees to accept, an amount not to exceed 43,500.00. The parties agree that this dollar amount includes all expenses incurred providing the Work and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance. The Vendor shall submit to the County an Albany County Claim form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

The County will audit and pay the proper amounts due Vendor within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Vendor in writing of the County's reasons for objecting to all or any portion of the claim form submitted by Vendor. Costs in excess of this Agreement's not-to-exceed amount if any, may not be incurred without prior written approval and amendment authorization by the proper County authority.

ARTICLE 4. 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 Vendor 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. The County shall have no other liability under this Agreement to Vendor or to anyone else.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or agency has been employed or retained by Vendor to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse

payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

Vendor represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Work herein provided. Vendor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Albany County Ethics Law as amended from time to time, to submit a Disclosure Form to the Albany County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Albany County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;
- B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and
- C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a bid, proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid, proposed or quoted, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In providing the Work and incurring expenses under this Agreement, Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, Vendor, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this Agreement, and agrees if the County were to be assessed a penalty related to this Agreement that Vendor will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Work to be performed by it under this Agreement, without the prior express written consent of the County. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any Work provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement. All Work performed by a subcontractor shall be deemed to be work performed by the Vendor and the Vendor shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees

and costs arising from the activities of its subcontractor(s).

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the Laws of the State of New York.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

Vendor 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.

Vendor 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.

Vendor 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.

All original records compiled by the Vendor in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The Vendor may retain copies of such records for its own use.

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

All claim forms presented for payment and the books, records, and accounts upon which said claim forms are based are subject to audit by the County. Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Vendor shall make its records available to the County upon request.

All books, claim forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Vendor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

This Article shall remain in effect for a period of six (6) years following expiration or earlier termination.

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this Agreement, Vendor covenants and certifies that it shall comply, in all respects, with all applicable federal, state and local laws, rules and regulations. This shall include, but not be limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B.

Pursuant to New York State Finance Law § 139-L, Vendor, by signing this Agreement, further certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement **SHALL BE VOID** and of no effect unless Vendor shall secure Workers' Compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

For all of the Work set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the County shall be named as primary/non-contributory additionally insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor

irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 12. The provisions of insurance by Vendor shall not in any way limit Vendor's liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Vendor hereby agrees to effectuate the naming of the County of Albany as certificate holder and primary/non-contributory additional insured on the required insurance policy(ies), with the exception of workers' compensation. If Vendor is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Vendor must describe its financial condition and the self-insured funding mechanism(s).

II. The policy(ies) naming the County of Albany as certificate holder and primary/non-contributory additional insured shall, without exception:

- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
- Contain a 30-day notice of cancellation.
- State that the insurer's coverage shall be primary coverage for the County of Albany, its officers, and employees.
- The County of Albany shall be listed as certificate holder and primary/non-contributory additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. Vendor agrees to indemnify the County for any applicable deductibles.

IV. Required Insurance (unless otherwise provided in RFB/RFP):

- **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate. General Aggregate to apply on a per project basis.

- **Automobile Liability**

\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.

- **Excess/Umbrella Insurance**

\$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).

- **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

- **Owners/Contractors Protective Insurance** (Required for large construction projects.)

\$1,000,000 per occurrence/\$2,000,000 aggregate; Albany County as the named insured.

- **Bid, Performance and Labor & Material Bonds**

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

- **Professional Liability/Malpractice**

\$1,000,000 aggregate (If commercially available for your profession) \$1,000,000 per claim

V. Vendor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Vendor is to provide the County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- Policy retroactive dates coincide with or precede Vendor's start of the performance of the Work (including subsequent policies purchased as renewals or replacements);
- Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Work;
- If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Work performed for the County; and
- Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Work performed under this Agreement.

ARTICLE 13. DEFENSE AND INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Work provided pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents. The duty to defend hereunder shall be triggered immediately upon the County receipt of a notice of claim, service of process or other demand or claim.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of Vendor either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this Article shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

ARTICLE 14. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this Agreement, or (3) upon Vendor becoming insolvent.

Upon termination of this Agreement, Vendor shall comply with any and all County closeout procedures, including, but not limited to:

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Work similar to those so terminated, and Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any Work procured by the County to complete the Work herein will be charged to Vendor and/or set off against any sums due Vendor.

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Vendor, Vendor 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 vendor to satisfactorily complete the Work, together with the County's own costs incurred in procuring a substitute vendor. The County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Vendor's claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 17. SET-OFF RIGHTS

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 18. NO ARBITRATION; JURISDICTION AND VENUE

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, shall not be submitted to arbitration unless specifically agreed thereto in writing by the County, but shall instead only be heard in the Supreme Court of the State of New York, with venue in Albany County, or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all Work under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Work are rendered.

ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE

Vendor hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this Agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 21. TAXES

The County is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any agreement or bid/proposal price. A Tax-Exempt Certificate will be executed upon Vendor's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Vendor has or may have with the County without the express written permission of the County. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARRMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)

A, **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Vendor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

B. **Debarment, Suspension and other Responsibility Matters.** As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. Vendor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

C. **Drug-Free Workplace (Vendors other than individuals).** As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. Vendor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a)
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:

- i. Abide by the terms of the statement.
- ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

D. Drug-Free Workplace (Vendors who are individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the Agreement, Vendor certifies that he, she, they, it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Agreement; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of New York Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Vendor 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 25. WAGE AND HOUR PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplemental Exhibits issued by the State Labor Department. Furthermore, Vendor and its subcontractors shall pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, Vendor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for the Work.

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

The Vendor hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Vendor has not:

1. 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
2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH & NOTIFICATION ACT

Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED

Vendor, for itself, its assignees, and successors in interest agree as follows:

1. **Gratuities.** It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
2. **Kickbacks.** It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 29. TITLE VI – REQUIRED LANGUAGE

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** Vendor shall comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** Vendor, with regard to the Work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Vendor of the subcontractor's obligations under this Agreement, and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** Vendor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Vendor is in the exclusive possession of another who fails or refuses to furnish the information, Vendor shall so certify to the County, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Vendor's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it or the County may determine to be appropriate, including, but not limited to: a. withholding payments to Vendor under the Agreement until Vendor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Vendor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Vendor shall take action with respect to any subcontract or procurement as County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Vendor may request the County to enter into any litigation to protect the interests of the County. In addition, Vendor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 30. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 31. MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Work covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Work, and after amendment approval by the appropriate County authority, the parties mutually agree to an Amendment to this Agreement, which shall specifically set forth the scope of such extra or additional work and the amount of compensation and the extension of the time for performance, if any, for any such work.

ARTICLE 32. 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 Vendor.

ARTICLE 33. COOPERATION

Vendor shall cooperate with representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of the Vendor to the end that the Work may proceed expeditiously and economically.

ARTICLE 34. NON-INTERUPTION OF WORK [Contractors only]

A Vendor who is a 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 Vendor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 35. EXTRA SERVICES/GOODS

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

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Vendor 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 Vendor 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 Vendor in default and/or seeking debarment or suspension of the Vendor.

ARTICLE 37. AUTHORITY

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

ARTICLE 38. MISCELLANEOUS PROVISIONS

1. During the term of this Agreement, the Vendor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Vendor shall give the County thirty (30) days written notice in advance of such event.
2. The Vendor 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.
3. If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
4. The County shall bear no responsibility other than that set forth in this Agreement.
5. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

DIGITAL SIGNATURE PAGE



ALBANY COUNTY SHERIFF'S OFFICE

Albany County Correctional Facility
840 Albany Shaker Rd, Albany, NY 12211
(518) 869-2600 FAX (518) 869-3923
WWW.ALBANYCOUNTYSHERIFF.COM



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

CRAIG D. APPLE, SR.
SHERIFF

MICHAEL J. LYONS
SUPERINTENDENT

To: Pamela O'Neill, Albany County Purchasing Agent

From: Major Ronald Murray 

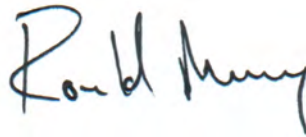
Date: 06/23/2025

Subject: Albany County Correctional Facility Survey Bid

We have reviewed the quote from Creighton Manning and are satisfied with their proposal. We would like to move forward with this company.

Thank you,

Major Ronald Murray

A handwritten signature in black ink that reads "Ronald Murray".

June 20, 2025

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



RE: Request for Quotes #2025-101
Professional Engineering and Surveying Services for Pre-Fabricated Kennel
Albany County Correctional Facility

Dear Ms. O'Neill:

On behalf of Creighton Manning Engineering & Surveying, PLLC, we are pleased to respond to the Albany County's Request for Quotes for **Professional Engineering and Surveying Services for the Pre-Fabricated Kennel at the Albany County Correctional Facility** (Project).

Unique Qualifications and Project Understanding: Our team was privileged to complete the Concept Site Plan design that is the basis for this Project's RFQ. We are providing the same design team, with the intention of providing you with the benefit of our continuity of knowledge of technical issues. We are hopeful and excited about the opportunity to continue our involvement on this important Project for the Correctional Facility. We are confident that our familiarity with this Project site, combined with our technical experience delivering similar facility-related site projects, will allow us to meet your goals efficiently and cost-effectively.

Proximity: Creighton Manning is a local firm; the Project team is located within a few miles of the Project site. In addition to our previous work on the Concept Site Plan for the kennel, we have also provided survey, site design, and construction inspection services at Albany International Airport. Our proximity and previous local experience will benefit the project.

Communication: One of the hallmarks of our firm is communication. We pledge to work closely with the Correctional Facility staff during the design and permitting processes, with mindfulness of the overall budget and schedule, and to regularly communicate our progress, and resolution of design issues.

Please contact me directly at 518.689.1820, or via email at sfrancis@cmellp.com with any questions regarding our proposal. I am authorized to bind the firm in a contract with the County. As requested, our facsimile number is 518.446.0397. Thank you for this opportunity and we look forward to continuing to work with the County.

Sincerely,

Creighton Manning Engineering and Surveying, PLLC

A handwritten signature in blue ink that reads 'Skip Francis'.

Dale T. (Skip) Francis, PE
Associate, Civil/Site Group Leader

SECTION I

Vendor Identification



RFP #2025-101

Professional Engineering and Surveying Services for Pre-Fabricated Kennel Albany County Correctional Facility

SUBMITTED TO:

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

SUBMITTED BY:

Creighton Manning Engineering & Surveying, PLLC
2 Winners Circle
Albany, New York 12205

CONTACT PERSON:

Dale T. (Skip) Francis, PE
Associate, Civil/Site Group Leader
518.689.1820 (p)
518.446.0397 (f)
sfrancis@cmellp.com

SECTION II

Qualification / Experience

Firm History

Creighton Manning Engineering & Surveying, PLLC is a civil engineering and surveying firm with its headquarters in Colonie, less than 4 miles from the project site. The firm was founded in Albany County in 1965 and has local staff with expertise in the following:

- Civil Engineering, Site Design and Layout
- Utility Design (water and sewer distribution)
- Drainage and Stormwater Design
- Survey and Mapping
- Traffic Engineering and Traffic Signal Design
- Transportation Planning
- Pedestrian and Bicycle Infrastructure Design
- Street/Intersection and Bridge Design
- Construction Administration and Inspection

The firm is privately owned and has 113 employees, including 35 licensed professionals, and continues to grow while maintaining our expertise in civil engineering services. Creighton Manning is fully authorized to provide engineering and land surveying services in New York State. The proximity of our project team will allow us to be responsive to Albany County Correctional Facility's requests for assistance and will facilitate site visits. We are very familiar with the project area based on our recent experience, office headquarters, and many of our staff live in Albany County.

Services

Site Design and Layout

Creighton Manning's civil engineering professionals have diverse capabilities and in-depth knowledge to guide a project from site selection, through design development, permitting, and construction phase completion. Creighton Manning provides a range of civil engineering services for land development projects including site design, grading, stormwater management, design of utilities, and layout of vehicular and pedestrian circulation, access, parking, and loading. Creighton Manning's civil engineering professionals evaluate the existing and proposed conditions, determine the feasible design options, and work closely with clients to select the most effective solution. Our site designers collaborate with our surveyors and our other technical professionals to produce constructible, functional, and aesthetically pleasing site designs that meet the zoning, subdivision, and land use regulations.

SEQR and Environmental Review

Our team is well versed in state and federal environmental compliance and our staff has prepared SEQR Environmental Assessment Forms for proposed developments. We have established effective working relationships with involved and interested agencies in the Capital Region and can guide the County through the SEQR process if necessary.



Number of Years in Business: 60 years

Number of Employees: 113

Primary Point of Contact:

Dale (Skip) Francis, PE, Project Manager

sfrancis@cmellp.com

518.689.1820

Address:

2 Winners Circle
Albany, NY 12205

Survey and Mapping

Creighton Manning has three (3) licensed land surveyors who each have more than 30 years of experience, three (3) permanent field crews, seasonal crews, and CADD support staff. We have prepared property boundary and topographic maps and prepared legal descriptions for easements and ROW acquisitions on numerous land development, civil engineering and transportation projects for municipalities and state agencies.

Creighton Manning's survey crews are proficient with modern survey technology and use conventional total stations, robots, and GPS. The firm's Surveying Department is equipped with electronic total stations and data collection equipment supported by CADD graphic workstations in both AutoCAD and MicroStation platforms.

Creighton Manning's Surveying Services

Boundary Surveys and Descriptions
Topographic and Volumetric Surveys
Commercial and Residential Surveys
Right-of-Way Surveys
Acquisition Map Preparations
As-Built Surveys
Construction Stake-out Surveying
GPS Control Surveys
ALTA / ACSM Surveys
Digital Terrain and Elevation Models
Photogrammetric Control Surveys
Hydrographic and Bathymetric Surveys
Subdivision Development Mapping and Review
3D Laser Scanning

Resumes

Dale T. (Skip) Francis, PE

Civil/Site Group Leader / Project Manager

PROFESSIONAL EXPERIENCE SUMMARY

Skip has 35 years of experience in engineering consulting services and heavy construction contractor operations. His engineering experience includes sketch planning, SEQRA review, civil/site design development, agency permitting, and construction support tasks for civil/site projects.

RELEVANT PROJECT EXPERIENCE

Dog Kennel Concept Plan, Albany County Correctional Facility, Albany County, NY. Project Manager who led the development of the Concept Site Plan for a proposed 1,800 SF Dog Kennel with a 144 SF office building at the Albany County Correctional Facility. Skip collaborated with the Superintendent of Buildings & Grounds to design the Concept Site Plan and utility routes on the developed property.

Children's Playground for The Goddard School, City of Albany, Albany County, NY. Project Manager for the site design of an exterior playground for a private preschool at an existing office building. Skip led the site engineering, with collaboration from the client and architect for the Concept Site Plan and Construction Drawings.

Hilton Park Final Site Design, Town of New Scotland, Albany County, NY. Civil Engineer responsible for the final design documents for improvements to the 15-acre Town Park. Park amenities included two trailhead parking locations to access Albany County's Helderberg-Hudson Rail Trail, three information kiosks, and hardscape patio improvements around a historic barn structure that will be used as a public gathering space. Skip designed public water and wastewater utility collection systems to serve the barn structure, created lawn embankment for a small amphitheater, shallow basin with a mowable lawn surface during the summer season that can be seasonally converted to winter ice skating area, and general landscaping improvements.

Cresco Labs, Town of Warwarsing, Ulster County, NY. Project Manager/civil engineer of record responsible for the site plan design for a proposed marijuana cultivation, manufacturing and distribution facility. The project includes a 380,000 SF building on a 90-acre parcel with site improvements such as access road, parking, stormwater management areas, and utilities. The scope of work included site plan application; SEQRA documentation; traffic impact study; ALTA and topographic survey; water and sewer utilities impact studies. Municipal Planning Board review was completed in March 2022. Construction is pending.



Professional Registration:

- *Professional Engineer (NY and IN)*

Total Years of Experience: 35

Years with Firm: 5

Education:

- *B.S. Civil Engineering, 1990
Purdue University*

Professional Affiliations:

- *American Society of Civil Engineers (ASCE)*
- *National Society of Professional Engineers (NSPE)*
- *American Public Works Association (APWA)*

Kamil A. Baraniewicz, PE

Civil/Site Project Engineer

PROFESSIONAL EXPERIENCE SUMMARY

Kamil has 7 years of experience in engineering consulting and site design services. His skills include land use planning, municipal zoning matters, civil/site design development, local/county/state agency permitting and construction support tasks for civil/site projects.

RELEVANT PROJECT EXPERIENCE

Dog Kennel Concept Plan, Albany County Correctional Facility, Albany County, NY. Project Engineer who designed the Concept Site Plan for a proposed 1,800 SF Dog Kennel with a 144 SF office building at the Albany County Correctional Facility. Kamil designed, with collaboration from the Superintendent of Buildings & Grounds, the Concept Site Plan and utility routes on the developed property.

Children's Playground for The Goddard School, City of Albany, Albany County, NY. Project Engineer responsible for designing an exterior playground for a private preschool at an existing office building. Kamil designed, with collaboration from the client and architect, the Concept Site Plan and Construction Drawings.

Engineering Services, Village of Menands, Albany County, NY. Project engineer responsible for various Work Order assignments related to reviewing developer's Site Plan & Subdivision applications and providing technical recommendations for compliance with the Village's Zoning Ordinance and engineering standards for site design improvements.

Rye Arts Center Expansion, City of Rye, Westchester County, NY. Project engineer of record responsible for the design of new 7,400 SF building that expands the existing community arts center with pedestrian amenities, open space and additional parking. The project needed a zoning amendment to allow this particular use within a residential zone. Final design is pending for 2026, with construction in 2027-28.

CDTA Schenectady ("West") Facility Study, Schenectady County, NY. Project Engineer responsible for assisting with the management of several large-scale bus transit and land use programs including fleet/facility expansions and electrification, new transit center conceptual development, development of RFPs, and budget/cost control review.

Town Designated Engineer, Town of New Baltimore, Greene County, NY. Town Designated Engineer responsible for the review of a new proposed vehicle fueling facility and convenience store. He prepared technical review memoranda, stormwater review, traffic review, and site design review.



Professional Registration:

- Professional Engineer
(NY and NJ)

Total Years of Experience: 7

Years with Firm: 1

Education:

- B.S. Civil Engineering, 2018
University of Maryland

Professional Affiliations:

- Theta Tau Professional
Engineering Fraternity
- Chi Epsilon National Civil
Engineering Honor Society

Donald Sovey, PLS

Chief of Survey

PROFESSIONAL EXPERIENCE SUMMARY

Don is a licensed Professional Land Surveyor with 39 years of applicable and practical experience in New York. His surveying and project management background consists of experience acquired on boundary/right-of-way surveys, topographic surveys, and on construction stakeout projects. He is in charge of all aspects of survey including proposals, scheduling, research, computations, and fieldwork. Don also manages project budgets and provides quality control.

RELEVANT PROJECT EXPERIENCE

Replacement of Four Large Culverts, Albany County, New York. Chief of Survey who was responsible for existing conditions and right-of-way survey and mapping for this County-funded project to replace four large culverts. The new culverts consisted of two (2) pipe-arch structures and two (2) concrete box culverts.

Helderberg Trail Link, Town of Bethlehem, Albany County, New York. Chief of Survey who was responsible for existing conditions, 2D and 3D mapping, and right-of-way survey for the Helderberg Rail Trail Connecting Link between Phases I and II. The project included construction of a bikeway on the abandoned Canadian Pacific Rail Line running from the Village of Voorheesville through the Towns of New Scotland and Bethlehem to the City of Albany. The project included paving an 8-foot wide path, drainage improvements, installing guide rail, signage, and construction of trail parking lots with pedestrian access routes to the trail.

NYISO, Towns of Guilderland and East Greenbush, NY. Chief of Survey responsible for topographic and boundary survey for the facility expansion of two New York Independent System Operator projects. The project involved a subsurface utility survey, wetland mapping, stakeout for proposed building additions and parking lots.

Schenectady Intermodal Facility, City of Schenectady, Schenectady County, NY. Chief of Survey responsible for the Boundary/Topographic survey for the redevelopment of the existing Amtrak Train Station. Used GPS and conventional surveying to establish design mapping.

U-Haul Expansion, City of Cohoes, NY. Chief of Survey for a topographic survey and basemapping for a 17,400 SF expansion of a U-Haul storage facility.

SUNY Poly Norsk, Town of Plattsburgh, NY. Chief of Survey for the industrial redevelopment at the former Clinton County Airport. The project included a 162,000 SF manufacturing facility and related appurtenances including utilities, access roads, parking and storm water management. Don was responsible for the survey, subdivision and basemapping for a portion of the 600 acre site.



Professional Registration:

- Professional Land Surveyor (NY, VT)

Total Years of Experience: 39

Years with firm: 25

Education:

- B.A., Environmental Science
1985, Plattsburgh State University

Professional Affiliations:

- NYS Association of Professional Land Surveyors
- Eastern New York Society of Land Surveyors
- Vermont Society of Land Surveyors

References

Two (2) local client references are provided from similar projects. These references can attest to the scope and quality of services that the Creighton Manning Team can provide.

Albany County Correctional Facility

Zachary Porto, Superintendent of Buildings & Grounds
840 Albany Shaker Road, Albany, NY 12211
Cell: (518) 817-1429
Office: (518) 869-2693

Project Reference: Concept Site Plan for Dog Kennel at Albany County Correctional Facility. Kamil and Skip designed, with collaboration from Zachary Porto, the Concept Site Plan for a proposed 1,800 SF Dog Kennel with 144 SF office and utility connection routes upon previously developed County property.

Children's Playground for The Goddard School (private preschool)

Kristin McNulty, The Goddard School (Owner) and Heather Keefer, H&K, LLC (franchisee)
400 Patroon Creek, Albany, NY 12206
Kristin's Office: (617) 546-1755
Heather's Cell: (518) 495-7646

Project Reference: Concept Site Plan for a playground at a private preschool outside an existing office building. Kamil & Skip designed, with collaboration from Heather and Kristin, the Site Layout Plan and Construction Drawings for a proposed exterior preschool playground on an existing office building property.

Additional Information

Creighton Manning prepared the Concept Plan for the dog kennel and is most familiar with the project and the site.

SECTION III

Plan Implementation

Our approach to implement this scope remains the same as described in our previous correspondence to the County dated May 30, 2025. This correspondence is included as Appendix A of this proposal. Please refer to pages 1 through 4.

Our approach will advance Construction Drawings based on the Concept Site Plan prepared by Creighton Manning, dated May 14, 2025, included as Appendix B.

SECTION IV

Cost Proposal

Please refer to Appendix A. Our cost proposal remains unchanged from our previous correspondence dated May 30, 2025, which can be found on page 4 of 5, in Appendix A.



APPENDIX A

Creighton Manning scope & fee proposal, May 30, 2025

May 30, 2025

Albany County Corrections Facility
Attn: Mr. Zachary Porto
840 Old Albany Shaker Road
Albany, NY 12211



**RE: Proposal for Professional Civil Engineering & Surveying Services
Proposed Dog Kennel Facility
Town of Colonie, Albany County, New York
CM Project R250849 SWA #1 – Rev #1**

Dear Mr. Porto,

Creighton Manning Engineering & Surveying, PLLC (CM) appreciates the opportunity to continue to work with the Albany County Correctional Facility on the proposed dog kennel. We are pleased to provide you with a proposed Supplemental Work Authorization (SWA #1) for professional site/civil design development and Construction Drawings, along with ancillary surveying services.

PROJECT UNDERSTANDING

CM understands that the Albany County Correctional Facility is interested in advancing the Concept Plan to Construction Drawings for a dog kennel within the existing facility's northern parking area. The project will include the removal of existing asphalt pavement, restriping and reconfiguration of parking, and construction of a new dog kennel building approximately 2,000 SF in footprint. Additional services include water, sewer, and stormwater connections to surrounding underground infrastructure. The proposed electric service will be shown schematically, to be verified and permitted through National Grid by others. The drawings will build off the conceptual site plan prepared to date.

SCOPE OF SERVICES

TASK 1 – Limited Boundary, Topographic & Utility Survey

CM will conduct the following:

- Survey of the property to identify existing site features, pavement markings, limits of asphalt and curbing, and other pertinent information.
- Limited topographic data will be provided for areas surrounding the new building and within proposed utility service laterals.
- Survey of the existing stormwater, sanitary, and water infrastructure including inverts and pipe sizes.
- Review of tax maps, past survey data, Town of Colonie DPW mappings, and reference maps for mapping of the existing water and sanitary services.

Schedule: 3 to 4 weeks, from authorization to delivery of survey data to the civil design team.

TASK 2 – Civil Construction Drawings

Construction documents based on the Conceptual Plan will be developed consisting of the following sheets:

1. Cover Sheet – Showing Site Location Map and Owner Information.
2. Demolition & Removals Plan – Showing items that shall be removed and overall limits of disturbance.
3. Layout Plan – Showing dimensional layout of building, walkways, parking areas, and zoning setbacks.

4. Grading Plan – Showing proposed elevation contours at 1-foot intervals. Final plan will show spot grades at key locations including building corners, finished floor elevation, and a design in conformance with ADA accessibility standards.
5. Utility & Drainage Plan – Showing utility structure locations (i.e., drainage catch basins, manholes, wastewater grease traps), pipe sizes, rim and invert elevations. Scope is limited to our design services for stormwater drainage system, water service lateral and wastewater disposal. Electric conduits and transformers (if needed) will be shown schematically, and the MEP shall furnish the final layout with the utility provider.
 - a. Our utility services will be designed to within 5 feet of the building, with final coordination with the builder/fabricator for horizontal/vertical location of building penetration.
 - b. Relative to other utilities designed by the builder/fabricator or others, our scope includes team coordination to obtain sufficient information to represent the preferred routes for services designed by others on the Site Utility Plan (i.e., gas, electric, telephone, cable/data).
 - c. Scope excludes capacity design, service provider coordination and will-serve letters from the following utility providers: gas, electric, telephone, cable/data.
6. Erosion and Sediment Control Plan & Details – Showing locations of temporary erosion control practices.
7. Construction Details – Showing construction details, materials, and methods.

Schedule: 4 to 6 weeks, from receipt of completed boundary & topographic survey.

TASK 3 – SEQR SERVICES

The project is presumed to be a Type II action under SEQR which does not have a significant environmental impact under NYSDEC regulations. CM will work with the Client to prepare a Full Environmental Assessment Form (EAF). The Full EAF will be submitted to the Client for the purposes of SEQRA review by the Lead Agency. It is presumed the County will be the SEQRA Lead Agency. CM will perform a desk-top review and due diligence necessary to prepare a Full EAF with the objective of supporting a Negative Declaration of Significance by the Lead Agency. Excludes effort to prepare supplemental studies and reports that may be requested by the Lead Agency prior to their final determination.

TASK 4 – Basic SWPPP

Based on the latest Conceptual Plan, the project does not trigger NYSDEC's 1-acre disturbance threshold required for Stormwater Pollution Prevention Plan (SWPPP) preparation. This task is to prepare a Basic SWPPP in accordance with Appendix B of the General Permit, to include only erosion and sediment controls. ESC Plans and details will be prepared in accordance with the New York State Standards and Specification for Erosion and Sediment Controls. This project will not require water quality controls and the proposed project does not require analysis of the pre-construction and post-construction stormwater runoff conditions. Should the project require preparation of a full SWPPP, then a supplemental proposal can be submitted.

TASK 5 – Project Meetings & Project Coordination

This budget allowance is for meetings, site visits, correspondence, or coordination with the Client, Albany County, or other relevant jurisdictional agencies. This item will be billed at hourly rates on an as-needed basis depending on the extent of coordination needed during the design or permitting process.

TASK 6 – Construction Administration Services

This budget allowance is to provide a qualified Project Engineer/Professional Engineer to perform the following construction support related services:

- Provide Design response to unanticipated or changed field conditions; on-site field reconnaissance, and where required, prepare Field Change Sheets modifying pertinent contract plans sheets.
- Review and make recommendations on proposed changes by the Contractor.
- Interpret and clarify design plans and specifications.
- Review and response to Contractor shop drawings and RFIs from Contractor or Owner.
- Attend field progress meetings as requested.

TASK 7 – Design Contingency

A design contingency is an hourly allowance included for revisions to the construction drawings or supportive documents based on client, agency, or other stakeholder comments.

ASSUMPTIONS/EXCLUSIONS

The Client should understand that any additional work not identified in this proposal might be required as the Project design progresses. This work shall be performed by the engineer as directed by the Client and will be invoiced according to CM's hourly rates currently in effect at the time of the extra work.

For the purposes of this proposal, we have excluded the following services:

- Architectural / MEP / Structural Design
- Landscape Architecture & Lighting Design
- Environmental Permitting / Archeological Investigations
- Utility and structural investigations or assessments
- GPR utility surveys
- Traffic studies
- Planning Board meetings & permitting
- Bid Phase administration, as the County presumably advertises & administers its own bidding process.
- Preparation of as-built drawings, because those are expected of the Contractor.
- Construction Inspection Services.
- Other services not specifically included in the proposal.

CM will perform services described herein in a reasonably skillful and prudent manner and shall exercise that degree of professional care consistent with that exercised by members of the same profession practicing currently under the same or similar circumstances in the State of New York.

FEE

Fees are lump sum unless otherwise noted as hourly services with an (*) asterisk. Below is a summary of the fees for the project:

Task	Description of Task	Fee
1	Limited Boundary, Topographic & Utility Survey	\$ 4,500
2	Civil Construction Drawings	\$ 15,500
3	SEQR Services	\$ 3,000
4	Basic SWPPP	\$ 6,500
5	Project Meetings & Project Coordination*	\$ 4,000
6	Construction Administration Services*	\$ 5,000
7	Design Contingency*	\$ 5,000
TOTAL ESTIMATED FEE		\$ 43,500

*Hourly allowance not to exceed.

Ranges for 2025 hourly rates of our respective staffing titles are presented below:

Staff Titles	Hourly Rate
Group Leader, PE	\$ 215 to \$ 240
Project Manager, PE / Sr. Project Engineer, PE	\$ 190 to \$ 210
Project Engineer, PE	\$ 165 to \$ 180
Assistant Project Engineer	\$ 135 to \$ 150
Chief of Survey, PLS	\$ 230
Survey Analyst, PLS	\$ 173
Survey Technician	\$ 132

The Fee and Schedule are valid for a period of 60 days. After that, CM reserves the right to modify the Fee and Schedule based on company backlog and current conditions. Invoices will be mailed monthly with payment due upon receipt.

SCHEDULE

CM is available to begin work on this project upon receipt of a Notice to Proceed from Client via signature at bottom of this document. We are prepared to start work within five (5) to seven (7) business days of receiving your Notice to Proceed. Once underway with design services, we will work with you to advance the project in a responsive and efficient manner

We thank you for the opportunity to submit this proposal and look forward to working with you. Please call if you have any questions.

Respectfully submitted,
Creighton Manning Engineering, LLP



Dale T. (Skip) Francis, PE
Associate, Civil/Site Group Leader



Kamil Baraniewicz, PE
Project Engineer

CONTENTS NOTED AND APPROVED:

CM Project R250849 SWA #1 – Rev #1

This proposal is subject to the Standard Terms and Conditions of our initial Agreement. The person signing the proposal represents that he or she is authorized to legally bind the Client for adherence to the standard terms and conditions and for payment of all bills incurred.

Name (Please Print)

Signature

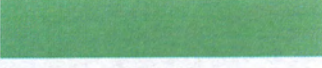
Date

Company Name

Telephone

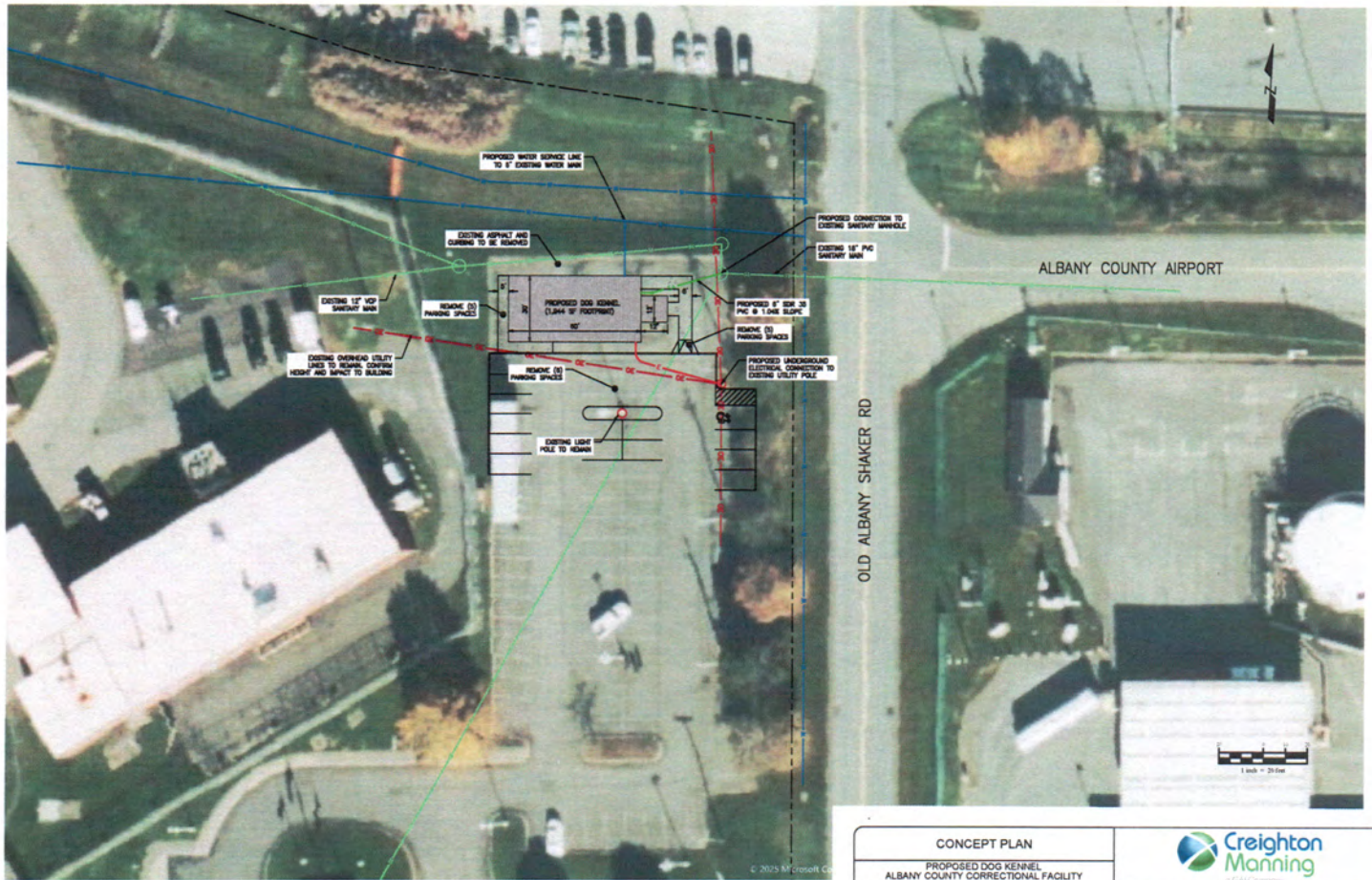
Street

Town/State/Zip



APPENDIX B

Concept Site Plan, prepared by Creighton Manning, May 14, 2025



CONCEPT PLAN
 PROPOSED DOG KENNEL
 ALBANY COUNTY CORRECTIONAL FACILITY
 840 ALBANY SHAKER RD
 ALBANY, NEW YORK



PROJECT: R2508-49 DATE: 05/14/2020 FIGURE: 1 OF 1

ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF CREIGHTON MANNING. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CREIGHTON MANNING.



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: Hon. Craig D. Apple
Sheriff's Office

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: June 23, 2025

RE: RFQ#2025-101 Professional Engineering and Surveying Services for Pre-Fabricated Kennel

I am in receipt of your recommendation to award the aforementioned to Creighton Manning in the amount of \$43,500.00

As Creighton Manning was the only quote submission I have no objection to the selection of Creighton Manning.

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

ALBANY COUNTY - VENDOR AGREEMENT

Contract No. 2025-0669

THIS AGREEMENT (this "Agreement") is made by and between COUNTY OF ALBANY, a municipal corporation by and of the State of New York, with a principal office located at the Harold L. Joyce Albany County Office Building, 112 State Street Albany, NY 12207 (the "County"), and INTERACTION INSIGHT CORPORATION, having an address at 125 Half Mile Road Red Bank, NJ 7701 (the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, the County requires performance of services and/or goods in connection with Interaction Insight to upgrade current AIS Licenses to 2024.1 to make compatible to the scheduled Motorola ASTRO upgrade; and

WHEREAS, the Vendor agrees to provide such services and/or goods for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the County and Vendor mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the services and/or provide goods (the "Work") identified in Schedule A, which is attached hereto and made a part of this Agreement. Notwithstanding anything to the contrary, if any of the terms and provisions of this Agreement conflict with or differ from any of the terms and provisions of Schedule A, the terms and provisions of this Agreement shall control. Vendor agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Vendor that the County will not compensate Vendor for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Vendor agrees to perform the Work beginning June 15, 2025 and ending June 14, 2026 .

ARTICLE 3. COMPENSATION

For satisfactory performance of the Work, or as such Work may be modified by mutual written agreement, the County agrees to compensate Vendor, and Vendor agrees to accept, an amount not to exceed 21,631.80 . The parties agree that this dollar amount includes all expenses incurred providing the Work and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance. The Vendor shall submit to the County an Albany County Claim Form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

The County will audit and pay the proper amounts due Vendor within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Vendor in writing of the County's reasons for objecting to all or any portion of the claim form submitted by Vendor. Costs in excess of this Agreement's not-to-exceed amount if any, may not be incurred without prior written approval and amendment authorization by the proper County authority.

ARTICLE 4. 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 Vendor 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. The County shall have no other liability under this Agreement to Vendor or to anyone else.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or agency has been employed or retained by Vendor to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

Vendor represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Work herein provided. Vendor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Albany County Ethics Law as amended from time to time, to submit a Disclosure Form to the Albany County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Albany County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;
- B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and
- C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a bid, proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid, proposed or quoted, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In providing the Work and incurring expenses under this Agreement, Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, Vendor, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this Agreement, and agrees if the County were to be assessed a penalty related to this Agreement that Vendor will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Work to be performed by it under this Agreement, without the prior express written consent of the County. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any Work provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement. All Work performed by a subcontractor shall be deemed to be work performed by the Vendor and the Vendor shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees and costs arising from the activities of its subcontractor(s).

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the Laws of the State of New York.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

Vendor 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.

Vendor 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.

Vendor 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.

All original records compiled by the Vendor in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The Vendor may retain copies of such records for its own use.

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

All claim forms presented for payment and the books, records, and accounts upon which said claim forms are based are subject to audit by the County. Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Vendor shall make its records available to the County upon request.

All books, claim forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Vendor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

This Article shall remain in effect for a period of six (6) years following expiration or earlier termination.

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this Agreement, Vendor covenants and certifies that it shall comply, in all respects, with all applicable federal, state and local laws, rules and regulations. This shall include, but not be limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B.

Pursuant to New York State Finance Law § 139-L, Vendor, by signing this Agreement, further certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement **SHALL BE VOID** and of no effect unless Vendor shall secure Workers' Compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

For all of the Work set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the County shall be named as primary/non-contributory additionally insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 12. The provisions of insurance by Vendor shall not in any way limit Vendor's

liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Vendor hereby agrees to effectuate the naming of the County of Albany as certificate holder and primary/non-contributory additional insured on the required insurance policy(ies), with the exception of workers' compensation. If Vendor is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Vendor must describe its financial condition and the self-insured funding mechanism(s).

II. The policy(ies) naming the County of Albany as certificate holder and primary/non-contributory additional insured shall, without exception:

- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
- Contain a 30-day notice of cancellation.
- State that the insurer's coverage shall be primary coverage for the County of Albany, its officers, and employees.
- The County of Albany shall be listed as certificate holder and primary/non-contributory additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. Vendor agrees to indemnify the County for any applicable deductibles.

IV. Required Insurance (unless otherwise provided in RFB/RFP):

- **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate. General Aggregate to apply on a per project basis.

- **Automobile Liability**

\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.

- **Excess/Umbrella Insurance**

\$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).

- **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

- **Owners/Contractors Protective Insurance** (Required for large construction projects.)

\$1,000,000 per occurrence/\$2,000,000 aggregate; Albany County as the named insured.

- **Bid, Performance and Labor & Material Bonds**

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

- **Professional Liability/Malpractice**

\$1,000,000 aggregate (If commercially available for your profession) \$1,000,000 per claim

V. Vendor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Vendor is to provide the County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- Policy retroactive dates coincide with or precede Vendor's start of the performance of the Work (including subsequent

- policies purchased as renewals or replacements);
- Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Work;
- If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Work performed for the County; and
- Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Work performed under this Agreement.

ARTICLE 13. DEFENSE AND INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Work provided pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents. The duty to defend hereunder shall be triggered immediately upon the County receipt of a notice of claim, service of process or other demand or claim.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of Vendor either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this Article shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

ARTICLE 14. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this Agreement, or (3) upon Vendor becoming insolvent.

Upon termination of this Agreement, Vendor shall comply with any and all County closeout procedures, including, but not limited to:

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Work similar to those so terminated, and Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any Work procured by the County to complete the Work herein will be charged to Vendor and/or set off against any sums due Vendor.

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Vendor, Vendor 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 vendor to satisfactorily

complete the Work, together with the County's own costs incurred in procuring a substitute vendor. The County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Vendor's claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 17. SET-OFF RIGHTS

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 18. NO ARBITRATION; JURISDICTION AND VENUE

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, shall not be submitted to arbitration unless specifically agreed thereto in writing by the County, but shall instead only be heard in the Supreme Court of the State of New York, with venue in Albany County, or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all Work under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Work are rendered.

ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE

Vendor hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this Agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 21. TAXES

The County is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any agreement or bid/proposal price. A Tax-Exempt Certificate will be executed upon Vendor's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Vendor has or may have with the County without the express written permission of the County. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)

A. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering

into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Vendor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

B. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. Vendor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

C. Drug-Free Workplace (Vendors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. Vendor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a)
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - i. Abide by the terms of the statement.

- ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

D. Drug-Free Workplace (Vendors who are individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the Agreement, Vendor certifies that he, she, they, it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Agreement; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of New York Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Vendor 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 25. WAGE AND HOUR PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplemental Exhibits issued by the State Labor Department. Furthermore, Vendor and its subcontractors shall pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, Vendor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for the Work.

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

The Vendor hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Vendor has not:

1. 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
2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH & NOTIFICATION ACT

Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business

ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED

Vendor, for itself, its assignees, and successors in interest agree as follows:

1. **Gratuities.** It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
2. **Kickbacks.** It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 29. TITLE VI – REQUIRED LANGUAGE

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** Vendor shall comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** Vendor, with regard to the Work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Vendor of the subcontractor's obligations under this Agreement, and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** Vendor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Vendor is in the exclusive possession of another who fails or refuses to furnish the information, Vendor shall so certify to the County, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Vendor's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it or the County may determine to be appropriate, including, but not limited to: a. withholding payments to Vendor under the Agreement until Vendor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Vendor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Vendor shall take action with respect to any subcontract or procurement as County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Vendor may request the County to enter into any litigation to protect the interests of the County. In addition, Vendor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of

- disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 30. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 31. MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Work covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Work, and after amendment approval by the appropriate County authority, the parties mutually agree to an Amendment to this Agreement, which shall specifically set forth the scope of such extra or additional work and the amount of compensation and the extension of the time for performance, if any, for any such work.

ARTICLE 32. 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 Vendor.

ARTICLE 33. COOPERATION

Vendor shall cooperate with representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of the Vendor to the end that the Work may proceed expeditiously and economically.

ARTICLE 34. NON-INTERRUPTION OF WORK [Contractors only]

A Vendor who is a 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 Vendor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 35. EXTRA SERVICES/GOODS

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

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Vendor 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 Vendor 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 Vendor in default and/or seeking debarment or suspension of the Vendor.

ARTICLE 37. AUTHORITY

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

ARTICLE 38. MISCELLANEOUS PROVISIONS

1. During the term of this Agreement, the Vendor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Vendor shall give the County thirty (30) days written notice in advance of such event.
2. The Vendor 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.
3. If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
4. The County shall bear no responsibility other than that set forth in this Agreement.
5. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

DIGITAL SIGNATURE PAGE

Eventide®

NexLog DX SERIES

Next Generation Communications Recorders

Quotation Number:	Albany County_AIS_Upgrade_1-20-25
Date:	1/20/2025

Customer: Albany County Sheriffs Office Contact: Greg Chudzinsky Description: Quote to upgrade current AIS licenses to 2024.1 to make it compatible to the scheduled Motorola ASTRO upgrade at Includes remote installation, programming, and 1st year support	INTERACTION INSIGHT CORPORATION Richard Geremia Interaction Insight Corporation 125 Half Mile Rd, Suite 200 Red Bank NY 07701 (800) 285-2950 X120 rgeremia@interactioninc.com
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QUOTED BY	WARRANTY	DELIVERY	Discount	VALIDITY
RG	1 Year (options below)	4 weeks ARO	18%	90 Days

1		Integration to Motorola ASTRO 25 system - Subsequent ASTRO version - SINGLE AIS	1	209222	\$ 6,995.00	18%	\$ 5,735.90	\$ 6,995.00	\$ 5,735.90
1		Integration to Motorola ASTRO 25 system-Subsequent ASTRO version- per ADD'L AIS	1	209223	\$ 2,995.00	18%	\$ 2,455.90	\$ 2,995.00	\$ 2,455.90
1		Mandatory license fee for Upgrade to a subsequent Astro System Release - for end-customer with ONE AIS (or FIRST AIS) (Non-Discountable; must be pre-paid)	1	271143	\$ 9,995.00	0%	\$ 9,995.00	\$ 9,995.00	\$ 9,995.00
1		Mandatory license fee for Upgrade to a subsequent Astro System Release - for same end-customer, PER EACH AIS BEYOND FIRST AIS (Non-Discountable; must be pre-paid)	1	271144	\$ 2,995.00	0%	\$ 2,995.00	\$ 2,995.00	\$ 2,995.00

Product Sub-Total:									
Site 1	Site 2	Site 3	Site 4	Qty	Part No.	List Price (USD)	Discount	Unit Net Price	Total Net
				3	Pro Services	\$ 150.00	0%	\$ 150.00	\$ 450.00
Total Misc. and Services:									
						\$ 450.00		\$ 450.00	\$ 450.00

Total Quotation	LIST PRICE	NET PRICE
\$ 23,430.00	\$ 21,631.80	

ALBANY COUNTY - VENDOR AGREEMENT

Contract No. 2025-0677

THIS AGREEMENT (this "Agreement") is made by and between COUNTY OF ALBANY, a municipal corporation by and of the State of New York, with a principal office located at the Harold L. Joyce Albany County Office Building, 112 State Street Albany, NY 12207 (the "County"), and CDW-G, having an address at 230 N Milwaukee Ave Vernon Hills, IL 60061 (the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, the County requires performance of services and/or goods in connection with Purchase ViewSonic Monitors ; and

WHEREAS, the Vendor agrees to provide such services and/or goods for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the County and Vendor mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the services and/or provide goods (the "Work") identified in Schedule A, which is attached hereto and made a part of this Agreement. Notwithstanding anything to the contrary, if any of the terms and provisions of this Agreement conflict with or differ from any of the terms and provisions of Schedule A, the terms and provisions of this Agreement shall control. Vendor agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Vendor that the County will not compensate Vendor for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Vendor agrees to perform the Work beginning June 9, 2025 and ending June 8, 2026 .

ARTICLE 3. COMPENSATION

For satisfactory performance of the Work, or as such Work may be modified by mutual written agreement, the County agrees to compensate Vendor, and Vendor agrees to accept, an amount not to exceed 21,203.60 . The parties agree that this dollar amount includes all expenses incurred providing the Work and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance. The Vendor shall submit to the County an Albany County Claim form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

The County will audit and pay the proper amounts due Vendor within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Vendor in writing of the County's reasons for objecting to all or any portion of the claim form submitted by Vendor. Costs in excess of this Agreement's not-to-exceed amount if any, may not be incurred without prior written approval and amendment authorization by the proper County authority.

ARTICLE 4. 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 Vendor 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. The County shall have no other liability under this Agreement to Vendor or to anyone else.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or agency has been employed or retained by Vendor to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

Vendor represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Work herein provided. Vendor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Albany County Ethics Law as amended from time to time, to submit a Disclosure Form to the Albany County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Albany County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a bid, proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid, proposed or quoted, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In providing the Work and incurring expenses under this Agreement, Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, Vendor, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this Agreement, and agrees if the County were to be assessed a penalty related to this Agreement that Vendor will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Work to be performed by it under this Agreement, without the prior express written consent of the County. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any Work provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement. All Work performed by a subcontractor shall be deemed to be work performed by the Vendor and the Vendor shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees and costs arising from the activities of its subcontractor(s).

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the Laws of the State of New York.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

Vendor 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.

Vendor 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.

Vendor 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.

All original records compiled by the Vendor in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The Vendor may retain copies of such records for its own use.

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

All claim forms presented for payment and the books, records, and accounts upon which said claim forms are based are subject to audit by the County. Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Vendor shall make its records available to the County upon request.

All books, claim forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Vendor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

This Article shall remain in effect for a period of six (6) years following expiration or earlier termination.

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this Agreement, Vendor covenants and certifies that it shall comply, in all respects, with all applicable federal, state and local laws, rules and regulations. This shall include, but not be limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B.

Pursuant to New York State Finance Law § 139-L, Vendor, by signing this Agreement, further certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement **SHALL BE VOID** and of no effect unless Vendor shall secure Workers' Compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

For all of the Work set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the County shall be named as primary/non-contributory additionally insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 12. The provisions of insurance by Vendor shall not in any way limit Vendor's

liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Vendor hereby agrees to effectuate the naming of the County of Albany as certificate holder and primary/non-contributory additional insured on the required insurance policy(ies), with the exception of workers' compensation. If Vendor is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Vendor must describe its financial condition and the self-insured funding mechanism(s).

II. The policy(ies) naming the County of Albany as certificate holder and primary/non-contributory additional insured shall, without exception:

- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
- Contain a 30-day notice of cancellation.
- State that the insurer's coverage shall be primary coverage for the County of Albany, its officers, and employees.
- The County of Albany shall be listed as certificate holder and primary/non-contributory additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. Vendor agrees to indemnify the County for any applicable deductibles.

IV. Required Insurance (unless otherwise provided in RFB/RFP):

- **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate. General Aggregate to apply on a per project basis.

- **Automobile Liability**

\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.

- **Excess/Umbrella Insurance**

\$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).

- **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

- **Owners/Contractors Protective Insurance** (Required for large construction projects.)

\$1,000,000 per occurrence/\$2,000,000 aggregate; Albany County as the named insured.

- **Bid, Performance and Labor & Material Bonds**

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

- **Professional Liability/Malpractice**

\$1,000,000 aggregate (If commercially available for your profession) \$1,000,000 per claim

V. Vendor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Vendor is to provide the County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- Policy retroactive dates coincide with or precede Vendor's start of the performance of the Work (including subsequent

- policies purchased as renewals or replacements);
- Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Work;
- If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Work performed for the County; and
- Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Work performed under this Agreement.

ARTICLE 13. DEFENSE AND INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Work provided pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents. The duty to defend hereunder shall be triggered immediately upon the County receipt of a notice of claim, service of process or other demand or claim.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of Vendor either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this Article shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

ARTICLE 14. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this Agreement, or (3) upon Vendor becoming insolvent.

Upon termination of this Agreement, Vendor shall comply with any and all County closeout procedures, including, but not limited to:

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Work similar to those so terminated, and Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any Work procured by the County to complete the Work herein will be charged to Vendor and/or set off against any sums due Vendor.

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Vendor, Vendor 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 vendor to satisfactorily

- complete the Work, together with the County's own costs incurred in procuring a substitute vendor. The County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Vendor's claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 17. SET-OFF RIGHTS

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 18. NO ARBITRATION; JURISDICTION AND VENUE

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, shall not be submitted to arbitration unless specifically agreed thereto in writing by the County, but shall instead only be heard in the Supreme Court of the State of New York, with venue in Albany County, or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all Work under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Work are rendered.

ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE

Vendor hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this Agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 21. TAXES

The County is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any agreement or bid/proposal price. A Tax-Exempt Certificate will be executed upon Vendor's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Vendor has or may have with the County without the express written permission of the County. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, not shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARRMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)

- A. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering

into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Vendor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

B. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. Vendor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

C. Drug-Free Workplace (Vendors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. Vendor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a)
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - i. Abide by the terms of the statement.

- ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

D. Drug-Free Workplace (Vendors who are individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the Agreement, Vendor certifies that he, she, they, it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Agreement; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of New York Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Vendor 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 25. WAGE AND HOUR PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplemental Exhibits issued by the State Labor Department. Furthermore, Vendor and its subcontractors shall pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, Vendor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for the Work.

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

The Vendor hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Vendor has not:

1. 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
2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH & NOTIFICATION ACT

Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business

ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED

Vendor, for itself, its assignees, and successors in interest agree as follows:

1. **Gratuities.** It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
2. **Kickbacks.** It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 29. TITLE VI – REQUIRED LANGUAGE

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** Vendor shall comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** Vendor, with regard to the Work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Vendor of the subcontractor's obligations under this Agreement, and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** Vendor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Vendor is in the exclusive possession of another who fails or refuses to furnish the information, Vendor shall so certify to the County, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Vendor's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it or the County may determine to be appropriate, including, but not limited to: a. withholding payments to Vendor under the Agreement until Vendor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Vendor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Vendor shall take action with respect to any subcontract or procurement as County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Vendor may request the County to enter into any litigation to protect the interests of the County. In addition, Vendor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of

- disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 30. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 31. MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Work covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Work, and after amendment approval by the appropriate County authority, the parties mutually agree to an Amendment to this Agreement, which shall specifically set forth the scope of such extra or additional work and the amount of compensation and the extension of the time for performance, if any, for any such work.

ARTICLE 32. 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 Vendor.

ARTICLE 33. COOPERATION

Vendor shall cooperate with representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of the Vendor to the end that the Work may proceed expeditiously and economically.

ARTICLE 34. NON-INTERRUPTION OF WORK [Contractors only]

A Vendor who is a 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 Vendor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 35. EXTRA SERVICES/GOODS

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

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Vendor 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 Vendor 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 Vendor in default and/or seeking debarment or suspension of the Vendor.

ARTICLE 37. AUTHORITY

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

ARTICLE 38. MISCELLANEOUS PROVISIONS

1. During the term of this Agreement, the Vendor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Vendor shall give the County thirty (30) days written notice in advance of such event.
2. The Vendor 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.
3. If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
4. The County shall bear no responsibility other than that set forth in this Agreement.
5. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

DIGITAL SIGNATURE PAGE



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

KAYLA CRONIN,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

[Convert Quote to Order](#)

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PLNQ047	5/30/2025	VS MONITORS	7161850	\$21,203.60

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
ViewSonic VX4381-4K - 4K UHD Monitor Widescreen with HDR10, Eye Care, HDMI	40	6602564	\$530.09	\$21,203.60

Mfg. Part#: VX4381-4K

Contract: Sourcewell 121923-CDWG Tech Catalog (121923)

SUBTOTAL \$21,203.60

SHIPPING \$0.00

SALES TAX \$0.00

GRAND TOTAL **\$21,203.60**

PURCHASER BILLING INFO

Billing Address:

ALBANY COUNTY SHERIFF
ACCTS PAYABLE
16 EAGLE ST
COURT HOUSE RM 79
ALBANY, NY 12207-1019
Phone: (518) 447-7140

Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:

ALBANY COUNTY SHERIFF
E911 COMMUNICAT
449 NEW SALEM RD
VOORHEESVILLE, NY 12186

Shipping Method: DROP SHIP-COMMON CARRIER

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Angelo Cappetta | (855) 822-9415 | angelo@cdwg.com

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Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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Contract #: 2025-0418

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: County Attorney A1420

Date Submitted:

Contact Person: [Tracy Murphy],[Yorden Huban]

Contact Phone: 518-447-5529,518-447-4832

Vendor Info: Arthur J. Gallagher Risk Management Services, Inc.

Estimated Amount: 0.00

Scope of Services: Insurance Broker of Record

Budget Line Item:

Fiscal Impact:

County: 0.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - RFP

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 23, 2025

RE: Request for Contract Authorization
RFP for Insurance Broker of Record
RFP #2021-147 (Year four)
Proposed Contractor: Arthur J. Gallagher Risk Management
Services, Inc.
Fee: No direct fee to County/Fees are Commission based and
Estimated based upon premiums
Contract Period: One Year

Enclosed is a completed Request for Contract Authorization relative to our request that the Contract Administration Board award the fourth year of the broker of record agreement to Arthur J. Gallagher Risk Management Services, Inc., under the above referenced RFP. This is the year four of five renewals under the RFP.

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

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

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

This year on renewal, the marketplace remains hard. We have paid several large claims over the last few years which will impact our loss runs. In addition, premiums are directly tied to the budget. As the budget and payroll increase, premiums increase. Finally, fluctuations in the economy and financial markets will impact the marketplace in terms of policy offers and premiums. As a result of this, we anticipate an aggressive marketing cycle.

Thank you for your consideration of this matter.



DANIEL P. MCCOY
COUNTY EXECUTIVE

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ALBANY, NEW YORK 12207-2021
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YORDEN C. HUBAN
DEPUTY COUNTY ATTORNEY

KEVIN M. CANNIZZARO
FIRST ASSISTANT COUNTY ATTORNEY

MEMORANDUM

TO: Hon. Daniel P. McCoy
Albany County Executive

Michael P. McLaughlin
Deputy County Executive

FROM: Eugenia Condon
Assistant County Attorney

DATE: January 29, 2025

RE: Agreement between the County of Albany
And Gallagher Bassett Services
Third Party Claims Administration Agreement

Contract No. 2501 of 2024

Attached herewith are one (1) original of the referenced agreement.

These agreements have been reviewed and approved for signature.

Please sign each agreement where indicated and return to this office for distribution.

Thank you for your attention to this matter.

YH/AT

RECEIVED

JAN 29 2025

**Albany County
Executive Office**

THIRD PARTY CLAIMS ADMINISTRATION AGREEMENT

This Third Party Claims Administration Agreement (this "**Agreement**") is made and entered into as of November 1, 2024 (the "**Effective Date**") between Gallagher Bassett Services, Inc., a Delaware corporation ("**GB**"), and COUNTY OF ALBANY, NEW YORK ("**Client**"). GB and Client shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, GB is a third party claims administrator, and Client desires to retain GB to provide certain claims administration services (the "**Services**," as described below) on Client's behalf.

NOW, THEREFORE, in consideration of the mutual promises contained herein, GB and Client hereby agree as follows:

SECTION 1
SERVICES

1.1 **General.** GB, by and through one or more affiliates and vendors, shall provide Services for Client relating to the administration of Client's Claims in accordance with the terms and conditions set forth in this Agreement and in the service instructions (the "**Service Instructions**") as agreed upon by the Parties in writing from time to time, which Service Instructions shall be incorporated into and deemed to be a part of this Agreement. As used herein, "**Claim**" means any report of injury or accident alleging or resulting in injury, damage or loss that could give rise to a demand for the payment of money by Client, and which is timely reported to GB hereunder. GB shall provide such Services as further described in the Cost & Terms attached hereto as Exhibit A ("**C&T**") and incorporated by reference herein. Each C&T shall be applicable for the period referenced therein. GB's Services may include the following:

- a. Upon guidance from Client and/or retained counsel, where applicable, review, investigate, adjust, settle and/or resist Claims (i) within the Settlement Authority, or (ii) if in excess of the Settlement Authority, upon the acknowledgment of Client. "**Settlement Authority**" is the amount set forth in the Service Instructions, up to which GB is authorized to settle individual Claims.
- b. Establish and update Claim reserves;
- c. Maintain Claim files and records; provided that Client shall be obligated to store and preserve any physical evidence relevant to any Claim or potential Claim;
- d. Assist Client in establishing a Claim loss fund account as more specifically described in Section 3 below for the funding of losses (including indemnity payments) and Allocated Expenses associated with a Claim (collectively, "**Loss Payments**"). "**Allocated Expenses**" means all expenses incurred in connection with the investigation, negotiation, defense, settlement and disposition of a Claim, examples of which are set forth in the C&T;
- e. Notify only Client's agents or insurers that are expressly listed in the Service Instructions of Claims that meet the specific parameters expressly set forth in the Service Instructions;
- f. Coordinate investigations on litigated Claims with attorneys retained on the Claim and with representatives of Client's insurer, as required;
- g. Investigate and pursue subrogation claims on behalf of Client, where permitted;
- h. Provide a risk management information system and standard reports as described in the Service Instructions, as well as ad hoc information and reports, as requested by Client from time to time, subject to additional fees for non-standard reporting;

i. Provide risk control consulting and appraisals or other related Services, as set forth in the C&T or otherwise agreed to by the Parties;

j. Report fraudulent or suspected fraudulent Claims to state authorities, as required by applicable law, and as agreed upon by the Parties;

k. Perform Mandatory Insurer Reporting ("MIR") directly or in coordination with carrier's required third party reporting agent, pursuant to Section 111 of the Medicare, Medicaid, and State Children's Health Insurance Program Extension Act of 2007 (P.L. 110-173) ("MMSEA"); and

l. Provide medical management services as set forth in the C&T.

1.2 **Report of Claims.** Client shall report all Claims to GB with sufficient time to allow GB to submit first reports of injury to each applicable state, as required, and to comply with all applicable laws.

1.3 **Sole Claims Administrator.** During the term of this Agreement, (i) GB shall be Client's sole claims administrator with respect to Claims under the coverage types set forth in the C&T; (ii) all new Claims arising under such program shall be transmitted to GB and (iii) Client will not, directly or indirectly, self-administer any Claims that should be reported to GB pursuant to the terms of this Agreement.

1.4 **Escheat.** The Parties acknowledge that Client shall be responsible for any and all escheat and unclaimed property reporting obligations; *provided, however*, that, upon request and for a mutually agreed upon fee, GB shall provide Client with such information and reports as Client may reasonably request to perform escheat reporting with respect to Loss Payments made hereunder.

SECTION 2

PAYMENT AND COLLECTION MATTERS

2.1 **Payment of Service Fees.** Client shall pay, or cause its insurer to pay, any fees for Services, taxes and other sums payable to GB as described herein and in the C&T ("**Service Fees**") within thirty (30) days of Client's receipt of each invoice, regardless of any extraneous circumstances, including any dispute between Client and its carrier.

2.2 **Taxes.** Client shall be responsible for and pay to GB any and all applicable taxes, duties and assessments, as well as any penalties for non-payment of same, that are assessed in connection with any Services rendered by GB hereunder (except for taxes on GB's net income).

2.3 **Applicable Currency.** All payment obligations hereunder shall be charged and payable in U.S. Dollars, unless otherwise agreed in writing by the Parties.

2.4 **Catastrophe Charges.** GB will charge Client for any loss involving ten (10) or more Claims resulting from a single event (i.e., hurricane, tornado, flood, earthquake, etc.) on a time and expense basis, which shall be paid as an Allocated Expense against the Claim file. GB, in its discretion, reserves the right to utilize outside resources to expedite Claim handling because of any such catastrophic event.

2.5 **Change in Circumstances.** Upon sixty (60) days' prior written notice to Client, GB may modify its Service Fees if GB reasonably determines that (i) historical claims data that Client provided to GB was erroneous, obsolete or insufficient; (ii) Client has a material change in the overall program managed by GB, including the lines of coverage handled by GB or instances where Client unbundles services provided by GB's vendors and subcontractors; (iii) Client has a material change in the nature and/or volume of its Claims compared to what was contemplated when GB initially quoted its Service Fees; or (iv) legislative and/or regulatory requirements impact or change the scope of GB's Services or responsibilities, including any expenses related thereto.

SECTION 3
BANKING-VOUCHER

GB agrees to assist Client in maintaining its voucher system for the funding of Loss Payments and other payment obligations.

Client shall at all times be responsible for the payment of qualified Claims or losses and of Allocated Expenses.

Client will establish procedures acceptable to GB to make timely payments of Loss Payments and other payment obligations with respect to all Claims as initiated and authorized by GB through its risk management information system or otherwise, and Client will follow applicable GB procedures related to Client's payment obligations hereunder during the course of GB's services.

SECTION 4
PAYMENT & FUNDING FAILURE; REMEDIES

Client is solely responsible for all payment obligations under this Agreement. GB is not obligated to advance funds to pay Loss Payments or any other obligation of Client.

4.1 If Client fails to timely pay any Service Fees due hereunder, GB may, in addition to any other rights and remedies afforded under this Agreement or applicable law, assess interest charges on the amount that is due and outstanding at a rate equal to the lesser of (i) 1.5% per month or (ii) the maximum rate permitted by law.

4.2 If Client fails to timely and adequately fund and replenish its loss fund account or pay its Service Fees within five (5) business days of receiving payment demand by GB or Citibank, GB may, at its election, (i) suspend banking or shutdown the loss fund account and suspend the provision of Services; and (ii) report the delinquent account and claim handling status to: (a) Client's insurance carrier and/or broker, if any; (b) applicable government and regulatory agencies; (c) any affected claimant(s); and (d) any other relevant parties.

4.3 If Client fails to fund its loss fund account or pay any outstanding Service Fees within five (5) business days following the notice described in Section 4.2 above, GB may (i) convert Client's program to daily issuance via Fed Wire upon forty-eight (48) hours' notice to Client; (ii) report the Claim handling status to appropriate government and regulatory agencies, as applicable; and/or, (iii) terminate this Agreement and cease providing Services without further liability to Client.

4.4 Client shall indemnify and hold GB harmless and be solely responsible for any and all damages, fines, penalties, bank charges, interest, fees and expenses resulting from Client's failure to timely meet its payment obligations and maintain the loss fund imprest balance, and Client shall pay, or cause its carrier to pay, such amounts promptly upon demand by GB. Additionally, Client shall pay all fees, costs and expenses incurred by GB in enforcing the payment obligations hereunder, including reasonable attorneys' fees and court costs.

SECTION 5
COMPLIANCE WITH LAWS; MEDICARE REPORTING

5.1 **Compliance with Laws and Licensing.** GB and Client will comply with all applicable laws. GB will maintain all permits, licenses and regulatory approvals necessary to provide the Services described herein.

5.2 **Mandatory Insurer Reporting.** Client acknowledges and agrees that Client or its insurance carrier has an obligation to perform MIR. To the extent that GB provides MIR on Client's behalf, Client agrees to properly register (or, as appropriate, to cause its insurance carrier to properly register) with the Centers for Medicare and Medicaid Services as the Responsible Reporting Entity ("RRE") under MMSEA and to provide to GB all relevant information, including the RRE "Identification Number(s)" assigned to Client, and properly designate a MIR reporting agent acceptable to GB. GB shall not provide MIR in states where GB is only providing Claims oversight. Client agrees that for each and every Claim reported to GB, Client shall provide the following information as soon as possible, but in no event later than required to comply with applicable law to avoid fines and penalties: claimant's first and last name, social security number, date of birth and gender. Failure to timely provide such information shall absolve GB from any responsibility for performing MIR with respect to any such Claim until GB receives all required information. GB may disclose this and other information to its designated third parties for processing Client's MIR and performing other obligations hereunder.

5.3 **Medicare Secondary Payer Act Compliance.** In order to comply with Client's reporting obligations under Medicare, and avoid interest, fees, and penalties associated with failure to properly account for (i) conditional payments under the Medicare Secondary Payer Act ("MSP") or (ii) future medical expenses under the MSP (collectively, "**MSP Liabilities**"), Client must ensure that the following activities are timely performed: (i) reporting, (ii) investigation and payment of conditional payment obligations and (iii) provision of Medicare set-asides or other future medical allocations services, as appropriate. GB hereby disclaims any and all MSP Liabilities relating to Client's and/or its representatives' or agents' failure to comply with any MSP obligations, where (A) Client does not utilize GB or its vendors to administer Client's MSP compliance or (B) Client's or its representative's or agent's acts and/or omissions result in MSP Liabilities.

SECTION 6 CONFIDENTIALITY

6.1 **Defined.** As used herein, "**Confidential Information**" means information furnished by either Party or its agents and representatives ("**Discloser**") to the other Party or its agents and representatives ("**Recipient**"), whenever furnished and regardless of the manner or media in which such information is furnished, which Recipient knows or reasonably should know to be confidential or of a proprietary nature. Confidential Information shall include confidential and proprietary information relating to the business, claimants, customers, products and affairs of Discloser, including without limitation, any and all designs, processes, pricing, methods, technical data, marketing information, trade secrets and financial information, as well as the terms of this Agreement. Confidential Information shall not include information concerning Discloser that (a) is or becomes generally available to the public or within the industry to which such information relates other than as a result of a breach of this Agreement by Recipient, (b) at the time of disclosure to Recipient by Discloser was already known by Recipient as evidenced by its written records, (c) becomes available to Recipient on a non-confidential basis from a source that is entitled to disclose it on a non-confidential basis, (d) was or is independently developed by or for Recipient without reference to the Confidential Information, or (e) is comprised of anonymized/de-identified information of Client that is utilized in connection with data analytics or other business purposes.

6.2 **Prohibition on Disclosure.** Recipient agrees that it will not disclose any Confidential Information disclosed by Discloser to any third party without Discloser's prior written consent. Notwithstanding the foregoing, Recipient shall be permitted to disclose Confidential Information to its or the Discloser's affiliates, agents or vendors that have a need to know the Confidential Information in connection with the Services to be provided under this Agreement.

6.3 **Other Disclosures.** Nothing in this Agreement shall be deemed to prevent Recipient from disclosing any Confidential Information of Discloser when requested or required to do so by a subpoena,

civil investigative demand, other legal process or by the authority of any state or federal administrative agency or governmental body.

SECTION 7

RISK MANAGEMENT INFORMATION SYSTEM; RECORDS

7.1 **Risk Management Information System Access.** GB hereby grants to Client a non-exclusive, non-transferable, revocable license to access GB's risk management information system (Risx-Facs®, Luminos™, or any other system licensed by GB, to the extent specified in the C&T), solely for the purpose of evaluating and monitoring the status of Claims. Such access is limited to Client-approved representatives and shall be contingent upon and subject to Client taking reasonable measures to ensure each such representative's compliance with Section 6 above. Unless otherwise agreed in writing, this license shall terminate automatically and without the need for notice upon the termination of this Agreement for any reason.

7.2 **Document Retention.** Claim files are the property of Client, or Client's insurer, as applicable. GB will retain (i) physical Claim files in storage or (ii) electronic files on GB's systems following closure of a particular Claim in accordance with GB's then-current document retention policy and in compliance with applicable law. Thereafter, unless Client or Client's insurer requests, in writing, a turnover of its Claim files, GB may, in its sole discretion, destroy and purge any such Claim files in its possession; *provided, however,* GB may retain one copy for legal, regulatory and archival purposes. Client will be solely responsible for arranging for return or transfer of its files at Client's cost, and after payment of all outstanding amounts due to GB, no later than thirty (30) days after date of notice. The policies and procedures of the applicable financial institutions shall govern the storage of copies of checks. Except as required by applicable law, GB shall have no obligation to retain Claim files in the event that such Claim files or related Claim handling obligations are transferred to another administrator.

7.3 **Run-In Claims.** To the extent GB assumes a Claim incurred prior to the Effective Date or previously administered by another party, including Claims self-handled by Client (each, a "**Run-In Claim**"), Client must adhere to Run-In Claim processes reasonably acceptable to GB to ensure proper Claim transfer, including supplying certain required information in a format acceptable to GB in a reasonable amount of time as discussed and agreed to between the Parties prior to GB's assumption of such Run-In Claims. GB shall not be responsible for updating, maintaining or storing Run-In Claim file information (paper or electronic) that is more than ten (10) years old. All files for Run-In Claims assumed by GB will be kept "as is," without any obligation to reorganize such files. Client, where applicable, shall, or shall require its prior service provider to, place a claim file note in the Run-In Claim files or otherwise conspicuously mark such files in a manner to be agreed to by the Parties, with information necessary or convenient for GB to attend to time-sensitive events, such as upcoming court deadlines and benefit or settlement payment due dates. GB shall not be responsible for any acts, errors or omissions, including any compliance requirements or state, Federal or other reporting requirements, concerning the Run-In Claims prior to its assumption of the same. Client shall indemnify and hold GB harmless from any damages arising (i) during any transition period; (ii) as a result of GB's reliance on faulty or incomplete Run-In Claim files or related information; and/or (iii) in whole or in part due to acts or omissions of any party that handled such Run-In Claims prior to GB.

SECTION 8

INDEMNIFICATION; LIMITATIONS OF LIABILITY

8.1 **Indemnification of Client.** GB agrees to defend, indemnify and hold Client and its affiliates and their respective directors, officers, employees, vendors, subcontractors, counsel, and agents harmless from any and all third party claims, demands, causes or threats of action, losses, liabilities, damages and all related costs and expenses, including reasonable legal fees (collectively, "**Indemnified Losses**") to the extent arising from (i) the breach of any representation, warranty or covenant made by GB hereunder,

and (ii) GB's grossly negligent acts or omissions or intentional misconduct; *provided, however*, that GB's indemnification obligation shall be reduced to the extent that such Indemnified Losses arise from the acts or omissions of Client or any third-party retained by Client.

8.2 **Indemnification of GB**. Client agrees to defend, indemnify and hold GB and its affiliates and their respective directors, officers, employees, vendors, subcontractors, counsel, and agents harmless from any and all Indemnified Losses to the extent arising from (i) the breach of any representation, warranty or covenant made by Client hereunder; (ii) Client's grossly negligent acts or omissions or intentional misconduct; (iii) GB's acts or omissions that result from any act, omission, instruction or direction of Client or its attorneys, vendors (other than GB or GB vendors), agents, representatives or assignees; (iv) any employment decisions made by Client; and (v) any acts or omissions by Client's attorneys, vendors (other than GB or GB vendors), agents, representatives or assignees; *provided, however*, that Client's indemnification obligation shall be reduced to the extent that such Indemnified Losses arise from the acts or omissions of GB or GB vendors.

8.3 **Liability Limitation**. Notwithstanding anything contained in this Agreement to the contrary, (i) neither Party will be liable for any indirect, special, incidental or consequential damages, whether based in contract, tort or any other legal theory, even if advised of the possibility of such loss or damage; and, (ii) the maximum liability of either Party with respect to any losses, claims, damages, liabilities, judgments, costs and expenses (whether in tort, contract, statute or otherwise, collectively, "**Damages**") relating to or arising out of this Agreement shall not exceed (a) \$250,000 with respect to all Damages relating to a single Claim; or (b) \$1,000,000 with respect to all Damages under this Agreement in the aggregate; *provided, however*, this section shall not be deemed to limit or impact Client's payment or funding obligations under this Agreement.

8.4 **Additional Limitations**. GB shall not be liable to Client as a result of (i) Damages that result from the absence of any consent or authority required to be obtained by or from any third party; (ii) failure to achieve a desired result, so long as GB has acted reasonably and in good faith based upon the information available at the time; (iii) acts, errors or omissions of any retained legal counsel; and (iv) any vendors or any third parties engaged, selected, chosen or recommended by Client.

8.5 **Contractual Limitations Period**. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any services provided hereunder may be brought by either Party any later than the first to occur of (a) two (2) years after the accrual of such claim or cause of action, or (b) one (1) year after such Party becomes aware of the alleged act, error, or omission upon which such claim or cause of action is based.

8.6 **Extension**. The limitations in this Section 8 shall apply to any claim or cause of action asserted by or on behalf of any person or entity claiming to be an assignee, beneficiary of or successor to such Party.

SECTION 9 **TERM AND TERMINATION**

9.1 **Term**. This Agreement will remain in effect until October 31, 2025, unless sooner terminated by either Party in accordance with the terms of this Agreement.

9.2 **Termination**.

a. **Termination for Convenience**. Either Party may terminate this Agreement for convenience, at any time and for any reason or no reason, upon not less than sixty (60) days' prior written notice to the other Party.

b. **Termination for Breach.** Other than termination for payment obligations set forth in Section 4, this Agreement may be terminated by the non-breaching Party if the other Party breaches any material representation, warranty or obligation contained in this Agreement, and such other Party fails to remedy such breach within thirty (30) days from the date it receives written notice of the breach from the non-breaching Party.

c. **Insolvency.** Either Party may terminate this Agreement effective immediately (1) if the other Party is adjudged insolvent or bankrupt; (2) upon the institution of any proceeding against the other Party seeking relief, reorganization or arrangement under any laws relating to insolvency; (3) for the making of any assignment for the benefit of creditors; upon the appointment of a receiver, liquidator or trustee of any substantial part of the other Party's property or assets; or (4) upon liquidation, dissolution or winding up of the other Party's business (collectively, "**Insolvency**"). In the event of Client's Insolvency, Client agrees that (i) immediately upon the filing of a bankruptcy petition, Client shall pay in advance any invoice for Service Fees and shall continue to fund any Loss Payments and meet any other payment obligations as required under this Agreement; (ii) no later than thirty (30) days after the filing of a bankruptcy petition, Client shall assume or reject this Agreement; and, (iii) immediately upon the filing of a bankruptcy petition, GB shall be entitled to relief from the automatic stay to exercise any right of set off or recoupment, and to enforce Client's payment of Service Fees and other funding obligations, including without limitation those obligations with respect to the imprest and Loss Payments.

9.3 **Actions following termination.**

a. With respect to "Life of Partnership" programs (as described in the C&T, where applicable), in the event of termination or nonrenewal of this Agreement, GB shall, upon mutual written agreement of the Parties, continue to manage all (i) Claims that have not been closed as of the effective date of termination and (ii) Claims incurred during the term but not reported prior to the termination date (collectively, "**Run-Off Claims**"), provided that Client pays GB a mutually agreeable Service Fee per Claim per year open to continue handling Run-Off Claims. Should no agreement be reached regarding Service Fees for open Run-Off Claims, they will be returned to Client or transferred to another vendor as designated by Client.

b. With respect to "Handle to Conclusion" programs (as described in the C&T, where applicable), in the event of termination or nonrenewal of this Agreement, GB will continue to manage all Run-Off Claims (subject to payment of an initial Service Fee for any Claims accepted by GB that were incurred during the term but not reported prior to the effective date of termination), except in the event of a termination of this Agreement resulting from Client's uncured breach (which shall relieve GB of any obligation to continue to administer Run-Off Claims) or the Parties' agreement to the contrary.

c. Client remains responsible for timely funding and payment of all payment obligations with respect to Run-Off Claims. Run-Off Claims Services, if any, will be provided at a servicing branch selected by GB, and a reduced electronic reporting package will be provided to Client at Client's expense. Client will remain responsible for banking, risk management information system, and administration fees while GB handles all Run-Off Claims. Should Client renew only a portion of the existing program under this Agreement (fewer states, locations, coverages, etc.), all open Claims not part of the renewed portions of the program shall be considered Run-Off Claims and Client shall pay GB as described above.

d. Should Client elect to have Claim files returned and otherwise discontinue the Services, Client agrees to pay all outstanding Service Fees and continue to fund its payment obligations until all Claims are closed within the risk management information system and all Claim files have been returned to Client and Client has made alternate banking arrangements. GB will return all files to

Client in an orderly manner, at Client's cost and after payment of all outstanding obligations due to GB. GB will provide an electronic, tape or paper copy of the Claim information in the risk management information system at GB's standard rate as of the date of termination. Upon delivery of this information to Client, Claim information may be deleted from GB's systems, subject to applicable law. In the event Client does not agree to assume control of such files, GB hereby disclaims liability for failure to retain such files.

SECTION 10 MISCELLANEOUS

10.1 Notices. All notices, requests and other communications concerning termination or indemnification ("**Formal Notice**") under this Agreement shall be in writing and delivered: (i) personally; (ii) by certified mail, return receipt requested; or (iii) by nationally recognized express courier service. Notices will be deemed given as of the earlier of (i) the date of actual receipt when notice is given by personal delivery, (ii) three (3) days after mailing in the case of certified U.S. mail or (iii) the next business day when notice is sent via express courier. Any Formal Notice shall be addressed as follows:

If to GB: Legal Department
Gallagher Bassett Services, Inc.
2850 Golf Road
Rolling Meadows, Illinois 60008
Email: GB.Legal@gbtpa.com

If to Client:
County Of Albany, New York
Dept Of Law
112 State Streetroom 1010
Albany, NY 12207

10.2 Successors & Assignment. This Agreement shall apply to and bind the successors and assigns of the Parties hereto, including, in the event of an Insolvency, debtors-in-possession and any appointed trustee or administrator. This Agreement shall not be assignable by either Party, except with the prior written consent of the other Party; *provided, however*, that GB may assign the Agreement to an affiliate or in the event of a merger or sale of all or substantially all of its assets.

10.3 Business Arrangements. As part of its comprehensive and integrated claims administration services model, GB may partner with select vendors and service providers who GB believes are similarly best in class. Through its partners, GB provides a full range of medical management and ancillary claims management services, which may be procured on a wholesale or negotiated basis. GB may receive revenue from these arrangements corresponding to the services provided by GB for procurement of discounted rates, program integration and management, and technological and service enhancements.

10.4 Solicitation of Employees. To the extent permitted under applicable law, Client agrees that, during the term of this Agreement (and any renewals thereof) and for two (2) years after the later to occur of (i) the effective date of termination of this Agreement or (ii) GB ceasing to perform Services for Client, Client shall not, directly or indirectly, without the written consent of GB, solicit to hire on behalf of itself or others, any employee of GB who, during the term of this Agreement, performed or contributed to the performance of the Services. General solicitations of employment by means of recruiters, the internet, newspaper, periodical or trade publication advertisements not directed at employees of GB and its affiliates shall not be deemed to constitute "solicitation" for purposes of this provision. Further, nothing in this Agreement shall prohibit Client from hiring any person, including an employee of GB, who contacts Client on his or her own initiative without any direct or indirect solicitation by, or encouragement from, Client. Client further acknowledges that the damages suffered by GB as a result of a breach of this obligation would not be susceptible to easy calculation. Accordingly, in the event of a breach of the foregoing prohibition, Client agrees to pay GB an amount equal to one hundred fifty percent (150%) of such employee's annualized salary amount at GB as of the date of such breach.

10.5 **Jury Trial Waiver.** The Parties hereby waive their respective rights to a trial by jury in any action or proceeding based upon, or related to, this Agreement and/or any Services provided hereunder. The Parties are making this waiver knowingly, intentionally and voluntarily.

10.6 **Independent Contractor.** GB is engaged to perform Services as an independent contractor of Client and not as an employee or agent of Client.

10.7 **Governing Law.** This Agreement and any disputes or litigation relating to or arising out of this Agreement shall be governed by the laws of the State of New York without regard to its conflict of law rules. Client irrevocably agrees to exclusive venue and submits to jurisdiction in the United States District Court for the Northern District of New York, or the state courts in Albany County, New York, for any dispute arising out of this Agreement, and waives all objections to jurisdiction and venue of such courts.

10.8 **Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform any of its obligations under this Agreement as a result of flood, earthquake, storm, other act of God, fire, derailment, accident, labor dispute, explosion, war, act of terrorism, sabotage, insurrection, riot, embargo, court injunction or order, act of government or governmental agency or other similar cause beyond its reasonable control.

10.9 **Counterparts.** This Agreement may be executed in multiple counterparts (including by scanned image or electronic signature), each of which shall be considered one and the same agreement and shall become effective when signed by each of the Parties hereto and delivered to the other Party.

10.10 **Warranties.** Except as expressly set forth in this Agreement, GB makes no other warranties of any kind with respect to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage.

10.11 **Severability.** If a court of competent jurisdiction determines that any provision of this Agreement is void or unenforceable, that provision will be severed from this Agreement, and the court will replace it with a valid and enforceable provision that most closely approximates the intent of the Parties, and the remainder of this Agreement will otherwise remain in full force and effect.

10.12 **Non-Waiver.** The Parties agree that any delay or forbearance by GB or Client in exercising any right or remedy under this Agreement or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. Only waivers expressly made in writing by an authorized GB or Client representative shall be effective against such Party.

10.13 **Survival.** Upon the expiration or termination of this Agreement, those provisions that expressly or would by their nature survive this Agreement will so survive, including but not limited to, Sections 6, 8 and 10.

10.14 **Applicable State Laws.** To the extent that GB administers any workers' compensation Claims on behalf of Client that is self-insured or a group fund in the State of Michigan, the terms set forth in **Schedule 1**, attached hereto and incorporated by reference herein, will apply. To the extent that GB administers any workers' compensation Claims on behalf of the Client in the State of Oregon, the terms set forth in **Schedule 2**, attached hereto and incorporated by reference herein, will apply.

10.15 **Entire Agreement.** This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all prior negotiations, agreements and understandings. No change, waiver or discharge hereof shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced. This Agreement may only be amended by a written agreement executed by both GB and Client. The Parties agree that if there is any conflict between the terms of any applicable agreement between GB and Client's insurer relative to the underlying program and the terms of this Agreement, the terms of the insurer's contract with GB shall prevail.

[Signature Page to Follow]

The Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

GALLAGHER BASSETT SERVICES, INC.

COUNTY OF ALBANY, NEW YORK

By:



Title: General Counsel

Name: Liz Staruck

Date: February 06, 2025

By:



Title:

Deputy County Executive

Name:

Michael P. McCaughlin

Date:

4/30/25

EXHIBIT A
COST & TERMS

**COUNTY OF ALBANY, NEW YORK**

11/01/2024 - 11/01/2025

FEE PER CLAIM - HANDLE TO CONCLUSION	Est. Claim Frequency	Per Claim Fee	Projected Service Fee
Liability			
Auto Liability/Bodily Injury	1	\$610	\$610
Auto Liability/Property Damage	16	\$291	\$4,656
Auto/Physical Damage	0	\$266	\$0
General Liability/Bodily Injury	28	\$610	\$17,080
General Liability/Property Damage	10	\$291	\$2,910
General Liability/Personal Injury	0	\$610	\$0
Professional Liability	1	\$690	\$690
Incidents - Liability	16	\$54	\$864
Total Liability Fee Per Claim	72		\$26,810
Property			
Property	0	\$291	\$0
Incidents - Property	0	\$54	\$0
Total Property Fee Per Claim	0		\$0

ADMINISTRATIVE SERVICES			Fee
Administrative Services			
Administration / Data Management			\$2,184
RMIS Standard License (2 RMIS Users)			\$2,500
Total Administrative Services			\$4,684

TOTAL USD			\$31,494
------------------	--	--	-----------------

Statistical entry claim handling will include: claim set-up, setting of initial reserve and ongoing updates based on guidance from client, issuing payments.

Gallagher Bassett will be handling claims on an Administrative basis only as the County will be self-handling the claims under this agreement. Additionally, an escrow will be established by the County for claims payment processing in which Gallagher Bassett will make claim payments, with the information provided from the County. Gallagher Bassett will not be fully handling the claim files, our scope will be limited to the above, full claims adjudication would be a separate agreement and pricing.

This is the third year of a three year agreement with a 3% increase in the per claim rates and administration over expiring.

OTHER SERVICES

SERVICES	CHARGES
RMIS Additional Users (RMIS Standard License includes a set number of Full Access Users outlined under Administrative Services, and unlimited use of GB standard scheduled training classes)	RMIS View-only User, \$500 annually per user
	RMIS Full Access User, \$1,000 annually per user
Loss control	\$150 per hour
OSHA Reporting	\$6,000, OSHA platform to produce compliant OSHA 301 Report, 300 and 300a Logs, and electronic data file. Oversight and accuracy of all OSHA data is responsibility of the employer prior to posting or submitting any OSHA log.
Subrogation and Recovery	20% of net recovery amount less legal and collections expense based on recovery date Recoveries include subrogation, credits, lien waivers, file transfer (based on lien to date at time of transfer), and contribution or coverage handled in a separate action. Applies to all coverage types
Gallagher Bassett Investigative Services (GBIS)	
Special Fraud Investigations - SIU, Outside Field Investigations, Surveillance Investigations, Targeted Field Investigations	Prevailing hourly rate plus expenses
Targeted Database Searches, Self Service Database Searches	Prevailing rate per report
Gallagher Bassett Litigation Management Program (GBLMP)	
Invoice and Matter Management platform for adjusters/ counsel	If utilized, 2% of net legal invoice (invoice net of disbursements and invoice review savings). Charged as discount off total payment remitted to counsel and will be reflected as an allocated expense on the claim file.
5 client licenses for Legal Analytics platform	
Attorney-led legal bill review	
Gallagher Bassett Compliance Services (GBCS)	
Medicare Set-Aside Services: Allocation, CMS Submission, Medicare Eligibility Inquiry (MEI), SSDI Verification, Medical Cost Projection (MCP)	Prevailing rate per each service Rush fees apply for MSA completed within 5 business days MSA Revision fees apply
Medicare Secondary Payer Services: BCRC Notification, Conditional Payment Research (CPR), Conditional Payment Negotiations (CPN), Conditional Payment Notice Evaluation, Conditional Payment Dispute, Securing Final Demand for Settlement (SFD), Release / Settlement Agreement Review, Lien Research and Resolution (Advantage Plan, Medicaid, Part D)	Prevailing rate per each service
Taxes	
Taxes	All applicable taxes will be added to the service fees where required



COUNTY OF ALBANY, NEW YORK
11/01/2024 - 11/01/2025

PROGRAM SPECIFIC TERMS AND CONDITIONS

1. Claim Count Reconciliation:

- Actual - Claims will be reconciled and billed monthly for the first 18 months and then at the 24th month and then every 12 months thereafter.

2. Billing and Payment Terms: Fees will be billed quarterly during the service period.

3. Claim Pricing Terms:

Handle to Conclusion:

Claims will be handled for the life of the file. There will be no additional per claim fees for existing claims except if it changes category.

Additional Charges:

There will be additional charges for ongoing Data Management (RISX-FACS®), RMIS users, Administration, Banking fees and monthly reports for as long as GB handles claims.

4. Account Administration includes the following:

- Client Services
- Client Accessible Dashboards & Reports via GB's RMIS & Analytics Platform
- Detailed Status Reports All Lines of Business @ \$50,000
- Settlement Consultation All Lines of Business @ \$10,000
- Loss Fund /Banking Services (SIMMS)
- Claim Reporting
- Data Transfer to Carrier(s)

5. Claim Charges: Claim and incident fees will be assessed on a per occurrence, per claimant, per line of coverage basis.

6. This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.

7. Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services, Inc.

GENERAL CONTRACT TERMS AND CONDITIONS

1. Independent Adjusters - If applicable, following any significant loss as a result of a single event (hurricane, tornado, flood, earthquake, etc.), GB reserves the right to retain outside resources (adjusters) when appropriate and those fees will be paid as an Allocated Expense off the file.
2. The pricing quoted in this Cost & Terms is based upon the data and information provided by Client, as well as existing legislative and regulatory requirements. Material inaccuracies or changes to the foregoing may require adjustments to the quoted pricing.
3. Taxes - All applicable taxes will be added to the service fees where required.
4. Allocated Expenses: Shall be your responsibility as applicable and shall include, but not be limited to:
 - Legal Fees
 - Legal Bill Review
 - Medical Examination
 - Professional Photographs
 - Travel made at client's request
 - Costs for witness statements
 - Court reporter service, translation, and interpretation
 - Record retrieval and copying services (Including medical and legal)
 - Accident reconstruction
 - Experts' rehabilitation costs
 - Chemist
 - Fees for service of process
 - Collection cost payable to third parties on subrogation
 - Architects, contractors
 - Engineer
 - Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client
 - Police, fire, coroner, weather, or other such reports
 - Property damage appraisals
 - Vehicle appraisals (vehicle damage assessment)
 - SIU, surveillance and sub rosa investigation
 - Official documents and transcripts
 - Pre- and post-judgment interest paid
 - Outside Field Investigations
 - Subrogation at 20% of net recovery
 - Index Bureau Reporting (All Coverages)
 - Second Injury Fund Recovery
 - Data Intelligence Self-Service Reports
 - Medical Management - Medical Management services may include, but are not limited to:
 - Preferred provider organization networks
 - Utilization review services
 - Automated state fee scheduling
 - Light duty/return-to-work programs
 - Medical case management and Vocational rehabilitation network
 - Prospective injury management services
 - Hospital bill audit services

DEFINITIONS

Incidents

An incident is a loss reported electronically through ClaimLine and/or the Web, or set up manually at the branch. GB will review the incident and make a courtesy call (if necessary) to determine if it is a claim or incident. GB will have full discretion in the determination and handling of these incidents and/or their conversion into claim status.

Statistical Claim Handling

Statistical entry claim handling will include: claim set-up, setting of initial reserve and ongoing updates based on guidance from client, issuing payments.

SCHEDULE 1

Michigan Self-Insured or Group Fund

To the extent that GB will administer any workers compensation Claims on behalf of a self-insured or group fund in the State of Michigan ("**Michigan Claims**"), the following terms will apply:

1. During the term of the Agreement and as contractually obligated thereafter, GB shall be required to report Michigan Claims to Client's excess carriers as agreed by the Parties.
2. In the event either Party elects to terminate this Agreement as provided in Section 9.2 of the Agreement, the Party providing notice of termination will provide a copy to The State of Michigan, Department of Labor, Bureau of Workers' Disability Compensation (the "**State**"). Regardless of any notice of termination, GB will continue to administer all Michigan Claims with dates of injury or disease occurring within the term of this Agreement until conclusion of the Michigan Claims, unless and until GB is relieved of responsibility of continued handling of the Michigan Claims by the State, in writing. Unless and until GB is relieved of responsibility for handling of Michigan Claims by the State, Client shall continue to pay GB the Service Fees owed for Services provided under this Agreement at the terms and rates in effect on the date notice of termination, and as further provided below with respect to any Michigan Claims that are Run-Off Claims.
3. In the event that Client's program is "Life of Partnership" pricing model and GB and Client cannot agree to ongoing per claim, per year open, Service Fees for Run-Off Claims, GB will notify the State, and will continue to administer the Michigan Claims until the State has provided notice to both Parties that a replacement third party administrator or service company has been approved to take over administration of the Michigan Claims.

SCHEDULE 2

Oregon Requirements

GB and Client hereby acknowledge and agree that with respect to workers' compensation Claims originating (benefit state) in the State of Oregon:

1. Pursuant to Oregon Revised Statute 731.475(3)(b), effective as of January 1, 2012, and ending upon the expiration of the Agreement, Client hereby grants GB a power of attorney and authority to act on behalf of Client as it relates to workers' compensation coverage and claims proceedings in the State of Oregon pursuant to Oregon Revised Statute chapter 656; and
2. GB shall not provide managed care services, or any other claims handling services not permitted by the laws and regulations of the State of Oregon.

Contract #: 2025-0800

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Public Works Administration D5010

Date Submitted:

Contact Person: [Rosa Tirino]

Contact Phone: 518-765-2055

Vendor Info: Stilsing Electric Inc.

Estimated Amount: 122969

Scope of Services: Purchase and Install of Video Detection Traffic Signals

Budget Line Item:

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid



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: June 17, 2025

Re: Purchase and Install of Video Detection Traffic Signals
CAB2025-0800
RFB #2025-082

The Department of Public Works would like to recommend Stilsing Electric, Inc. for the purchase and installation of video detection traffic signal upgrades at the following intersections along Albany Shaker Road:

- British America Blvd.
- Watervliet Shaker Road
- Heritage Ln.
- Airport Park Rd.

The Albany County Purchasing Agent received three (3) bids for RFB#2025-082. Stilsing Electric, Inc. was the lowest bidder at \$122,969.00. Public Works will utilize the Bridge and Road Repair Line (D5112.44075) to cover this expense.

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 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'Neill, Purchasing Agent

FROM: Lisa Ramundo, Commissioner

DATE: June 17, 2025

RE: RFB#2025-082 Recommendation for Traffic Signals Upgrade

Public Works would like to recommend Stilsing Electric for the purchase and installation of Video Detection Traffic Signals Upgrade on Albany County Roadways. Albany County Purchasing Agent received three (3) bids for RFB#2025-082. Stilsing Electric was the lowest bidder at \$122,969.00.

If you have any questions, 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: June 18, 2025

RE: RFB#2025-082 Traffic Signals Upgrade

I am in receipt of your recommendation to award the aforementioned to Stilsing Electric in the amount of \$122,969.00

As Stilsing Electric 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.

[illegible]

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Purchase and Install of Video Detection Traffic Signals Upgrade**
Bid Number: **2025-082**

THIS BID IS SUBMITTED TO:

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

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

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

Date

Number

None

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

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

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:
- Stilsing Electric, Inc.
- 500 South St P.O. Box 27
- Rensselaer NY 12144
- Phone: 518-463-4451
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: **Purchase and Install of Video Detection Traffic Signal Upgrade**

Bid Number: **2025-082**

Conditions:

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

Item#	Description	Qty	Price Each	Total
619.01	Basic Work zone Traffic Control	1	\$ 4,365.00	\$ 4,365.00
680.05010007	360 Degree Video Detection System	4	\$ 20,870.00	\$ 83,480.00
680.05020007	360 Degree Camera Assembly	1	\$ 4,685.00	\$ 4,685.00
680.80320014	Auxiliary Communications Cabinet	4	\$ 4,815.00	\$ 19,260.00
			Base Bid Total	\$ 111,790.00
	10% Contingency Allowance			\$ 11,179.00
			Base Bid + Contingency	\$ 122,969.00

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Purchase and Install of Video Detection Traffic Signal Upgrade
Bid Number: 2025-082

COMPANY: Stilsing Electric, Inc.
ADDRESS: 500 South St P.O. Box 27
CITY, STATE, ZIP: Rensselaer NY 12144
TEL. NO.: 518-463-4451
FAX NO.: 518-463-7023
FEDERAL TAX ID NO.: 14-1431598

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

24-634Y5-CR

REPRESENTATIVE: Kathleen Stilsing
E-MAIL: KStilsing@Stilsingelectric.com
SIGNATURE AND TITLE Kathleen Stilsing, President

DATE 6/12/25

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

Kathleen Salley
Signature

President
Title

Stilsing Electric, Inc.
Company Name

6/12/25
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 New York)
COUNTY OF Albany) SS.:

On this 12th day of June, 2005, before me personally appeared Kathleen Stilsing to me known, who, being by me sworn, did say that he resides at (give address) Albany, NY; that he is the (give title) President of the (name of corporation) Stilsing Electric, 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.

AMANDA P. TOMPKINS
Notary Public, State of New York
No. 01TO6413845
Qualified in Albany County
Commission Expires 2/1/29



Notary Public, State of New York
Qualified in Albany County
Commission Expires 2/1/29

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 Stilsing Electric, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 14-1431598 b) DUNS # 004981643
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 500 South St Rensselaer NY 12144	7. TELEPHONE NUMBER 518-463-4451	8. FAX NUMBER 518-463-7023
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 Kathleen Stilsing Title President Telephone Number 518-463-4451 Fax Number 518-463-7023 e-mail kstilsing@stilsingelectric.com		
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.		
a) NAME Kathleen Stilsing	TITLE President	b) NAME Kathleen Stilsing TITLE Treasurer
c) NAME Michael Stilsing	TITLE Vice President	d) NAME Michael Stilsing TITLE Corporate Secretary
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.		
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No		
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: ☐ Yes ☒ No a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No		

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS: a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. 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 [§] 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 AFFILIATES :	☐ Yes	☒ No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

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

FEIN # 14-1431598

Amenda P Tompkins
Printed Name

Signature
6/12/25
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.

Kathleen Sullivan
Signature

President
Title

6/12/25
Date

Stilsing Electric, 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: Stilsing Electric, Inc.

Address: 500 South St. P.O. Box 27
Rensselaer NY 12144

Phone Number(s): 518-463-4451

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):

Purchase & Install of video detection traffic signals upgrades
Bid # 2025-082

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

Albany Shaker Road & Watervliet Shaker Road

Kathleen Stilsing
Signature

Kathleen Stilsing
Printed Name

President
Title

6/12/25
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? 67 years

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

1. Please See Attached

2. _____

3. _____

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Please See Attached

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

NO

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

NO

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

No

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

None

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

Please See Attached

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Available if low bidder.

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

Stilsing Electric, Inc.
Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 500 South St
Rensselaer NY 12144

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

Kathleen Stilsing
Michael Stilsing

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Stilsing Electric, Inc.

NYS Vendor ID: 14-1431598

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:						
1.	Agency/Owner Village of Lake George		Award Date 7/2019	Amount 2,376,476	Date Completed 7/2023	
	Contact Person Michael Budris	Telephone No. 518-812-0513	Designer Architect and /or Design Engineer Chazen Engineering			
	Contract No. 2	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
2.	Agency/Owner NYS DOT		Award Date 4/2021	Amount 164,967	Date Completed 7/2023	
	Contact Person Ben Doolittle(Tvoga Construction)	Telephone No. 315-866-3199	Designer Architect and /or Design Engineer NYS DOT			
	Contract No. D264383	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
3.	Agency/Owner Schoharie County		Award Date 5/2023	Amount 25,000	Date Completed 7/2023	
	Contact Person Curtis Flach(Flach Industries)	Telephone No. 518-463-0811	Designer Architect and /or Design Engineer Schoharie County DPW			
	Contract No. 22424	Prime or Sub S	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
4.	Agency/Owner NYS OGS		Award Date 12/2019	Amount 326,042	Date Completed 2/2024	
	Contact Person Andy Swedick (Jersen Ind)	Telephone No. 518-233-0600	Designer Architect and /or Design Engineer NYS OGS			
	Contract No 46628-C	Prime or Sub SUB	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
5.	Agency/Owner NYC DEP		Award Date 8/2017	Amount 3,257,267	Date Completed 4/2023	
	Contact Person Anna Zieba	Telephone No. 718-595-39-25	Designer Architect and /or Design Engineer Nyc dep			
	Contract No. Cat-212d-e	Prime or Sub P	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Stirling Electric, Inc.

NYS Vendor ID: 14-1431598

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:						
6.	Agency/Owner Dutchess County		Award Date 7/2023	Amount 282,015	Date Completed 8/2024	
	Contact Person Ron Gehrig	Telephone No. 845-532-7573	Designer Architect and /or Design Engineer Creighton Manning			
	Contract No. RFB-DCH-2023-18	Prime or Sub P	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
7.	Agency/Owner Schenectady Co. Community College		Award Date 5/2021	Amount 932,359	Date Completed 4/2024	
	Contact Person Scott Tomlinson(Schenectady Co)	Telephone No. 518-388-4626	Designer Architect and /or Design Engineer Friedman Fisher Assoc			
	Contract No. 21-233	Prime or Sub PRIME	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
8.	Agency/Owner Mohawk Valley Health		Award Date 8/2022	Amount 710,596	Date Completed 5/2024	
	Contact Person Ward Kuyrkendall(Keller Construction)	Telephone No. 518-732-7782	Designer Architect and /or Design Engineer C&S Companies			
	Contract No. n/a	Prime or Sub SUB	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
9.	Agency/Owner City of Schenectady		Award Date 11/2021	Amount 658,135	Date Completed 4/2024	
	Contact Person Nick Duncan (Callanan)	Telephone No. 518-374-2222	Designer Architect and /or Design Engineer Barton & Loguidice			
	Contract No. LD036491	Prime or Sub SUB	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
10.	Agency/Owner NYS OGS		Award Date 7/22	Amount 204,060	Date Completed 6/2024	
	Contact Person Johan Hawley	Johan Hawley@ogs.ny.gov	Designer Architect and /or Design Engineer NYS OGS			
	Contract No. 47214E	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

Vendor Name: Stilsing Electric, Inc.

NYS Vendor ID: 14-1431598

Question 3.1: List all current uncompleted construction contracts:

1.	Agency/Owner Saratoga Co.		Award Date 9/2022	Completion Date 12/2024
	Contact Person Nicola Gosselin, IE	Telephone No. 518-218-1801	Designer Architect and /or Design Engineer Barton & Loguidice, DPC	
	Contract No. 21-SDWTPARP-1E	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	
			Amount Sublet to others 0	EIN of JV, if applicable
			Total Contract Amount 8,406,202	Uncompleted Amount 5,701,445
2.	Agency/Owner City of Plattsburgh		Award Date 4/2023	Completion Date 10/2024
	Contact Person Matt Scott(Rifenburg Construction)	Telephone No. 518-279-3265	Designer Architect and /or Design Engineer CNS Engineers	
	Contract No. 2023-01	Prime or Sub Sub	Joint Venture (JV) Name, if applicable	
			Amount Sublet to others	EIN of JV, if applicable
			Total Contract Amount 1,422,966	Uncompleted Amount 136,908
3.	Agency/Owner Town of East Greenbush		Award Date 11/2022	Completion Date 11/2024
	Contact Person Ed Hernandez	Telephone No. 518-361-2797	Designer Architect and /or Design Engineer Adirondack Mountain Eng	
	Contract No. 2	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	
			Amount Sublet to others 13,700	EIN of JV, if applicable
			Total Contract Amount 702,000	Uncompleted Amount 49,798
4.	Agency/Owner Town of Colonie		Award Date 4/2024	Completion Date 12/2024
	Contact Person Matt Abatto	Telephone No. 518-453-2866	Designer Architect and /or Design Engineer CHA Consulting	
	Contract No. 1E	Prime or Sub PRIME	Joint Venture (JV) Name, if applicable	
			Amount Sublet to others 34,481	EIN of JV, if applicable
			Total Contract Amount 238,709	Uncompleted Amount 197,513

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Stilsing Electric, Inc.

NYS Vendor ID: 14-1431598

Question 3.1: List all current uncompleted construction contracts:

5.	Agency/Owner NYS DOT		Award Date 10/2021		Completion Date 12/2024	
	Contact Person Tom Urban	Telephone No. 518-795-8633	Designer Architect and /or Design Engineer NYS DOT			
	Contract No. D264597	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			
			Total Contract Amount 1,677,941	Amount Sublet to others 91,470	Uncompleted Amount 50,000	EIN of JV, if applicable
6.	Agency/Owner NYS OGS		Award Date 11/2022		Completion Date 10/2024	
	Contact Person John Poupous	Telephone No. 845-431-5944	Designer Architect and /or Design Engineer NYS OGS			
	Contract No. 47179-E	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			
			Total Contract Amount 68,118	Amount Sublet to others 4,367	Uncompleted Amount 37,569	EIN of JV, if applicable
7.	Agency/Owner NYC DEP JOCS		Award Date 5/2024		Completion Date 8/2026	
	Contact Person Ralph Marchitelli	Telephone No. 914-232-8556	Designer Architect and /or Design Engineer NYC DEP			
	Contract No. BWS-JOC23-E(R1)	Prime or Sub P	Joint Venture (JV) Name, if applicable			
			Total Contract Amount 6,000,000	Amount Sublet to others	Uncompleted Amount 6,000,000	EIN of JV, if applicable
8.	Agency/Owner NYS Park, Rec & Historic Preservation		Award Date 4/29/2024		Completion Date 4/2025	
	Contact Person Stephen McCorkell	Telephone No. 518-474-0456	Designer Architect and /or Design Engineer IKON 5 Architects			
	Contract No. D006202	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			
			Total Contract Amount 660,000	Amount Sublet to others 159,166	Uncompleted Amount 547,563	EIN of JV, if applicable

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Stilsing Electric, Inc.

NYS Vendor ID: 14-1431598

Question 3.1: List all current uncompleted construction contracts:

9.	Agency/Owner City of Kingston		Award Date 5/2022		Completion Date 10/2024	
	Contact Person David Seche	Telephone No. 845-516-5800	Designer Architect and /or Design Engineer Tighe & Bond Engineering			
	Contract No. RFBK-22-04	Prime or Sub p	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
			Total Contract Amount 643,611	Amount Sublet to others 186,105	Uncompleted Amount 20,589	
10.	Agency/Owner NYC DEP		Award Date 3/2024		Completion Date 3/2026	
	Contact Person Mark Servidone (AServidone)	Telephone No. 518-732-7773	Designer Architect and /or Design Engineer Hazen & Sawyer			
	Contract No. CAT-212E	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
			Total Contract Amount 1,155,000	Amount Sublet to others 208,966	Uncompleted Amount 1,155,000	

Grand Total All Uncompleted Contracts

\$20,974,547

STILSING ELECTRIC INC

Water/Wastewater Treatment Facilities
SCADA Systems/Radio Telemetry System

Trade References:

Supplier:

Thorpe Electric, Inc
27 Washington Street, Rensselaer, NY 12144
518-462-5496

Traffic Systems Inc.
224 North Fehr Way
Bay Shore, NY 11706
631 242 4292

Surety:

Western Surety Company
333 S. Wabash Avenue, 41st Floor, Chicago, IL 60604

Surety & Insurance Representative:

NFP
159 Wolf Road Suite 201 Albany, NY 12203
Renee Manny 518-244-4287

Bank

Key Bank, NA
66 South Pearl Street, 6th Floor
Sandra Losee 518-257-8432

500 South Street, Rensselaer, NY 12144
518-463-4451

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Stilsing Electric, Inc.
Firm

Dated: 6/12/25

By Kathleen Stilsing

Kathleen Stilsing
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

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

Firm: Stilsing Electric, Inc.

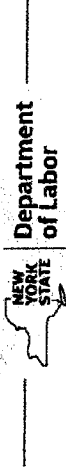
By: Kathleen Stilsing
(Signature)

Kathleen Stilsing
(Typed)

Title: President

Date: 6/12/25

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

Stilsing Electric, Incorporated
500 South St.

Rensselaer, New York 12144

Phone Number: 5184634451

Registration Number: 24-634Y5-CR

Date of Issue: 2024-11-27

Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

A handwritten signature in black ink, appearing to read "Roberta Reardon".

Roberta Reardon
Commissioner
New York State Department of
Labor



Contract #: 2025-0845

Contract Type: standard

Contract Action: new

Procurement Type: Other

Department: Public Works Administration D5010

Date Submitted: 06/26/2025

Contact Person: [Rosa Tirino]

Contact Phone: 518-765-2055

Vendor Info: Carver Construction, Inc.

Estimated Amount: 27174

Scope of Services: Concrete Slab for Fitness Court

Budget Line Item: D5110.44075

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Other



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: June 30, 2025

Re: Concrete Slab for MVP Fitness Court in the Town of Berne

The Public Works Department respectfully requests approval of an award to the lowest quote, Carver Const Inc. to pour a concrete slab for the MVP Fitness Court in the Town of Berne.

Public Works received four (4) quotes the concrete slab. Carver Construction, Inc. was the lowest quote as \$27,174.00.

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: July 1, 2025

RE: Concrete Slab for MVP Fitness Court in Berne

I am in receipt of your recommendation to install concrete slab for MVP Fitness Court in Berne in the amount of \$27,174.00

As you have received the proper number of quotes for Public Works Projects, I approve your recommendation to Carver Construction.

Please obtain the necessary contract approval of the Albany 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

Memorandum

To: *Pamela O'Neill, Purchasing Agent*

From: *Lisa Ramundo, Commissioner*

Date: *June 30, 2025*

RE: *Concrete Slab for MVP Fitness Court in Berne*

Public Works would like to recommend contracting with Carver Construction to install a concrete slab for the MVP Fitness Court in the Town of Berne. Public Works received four (4) quotes. Carver Construction is the lowest bidder at \$27,174.00.

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



Carver Construction Inc.
26 Corporate Circle | Albany, NY 12203
Phone: (518) 355-6034

PROPOSAL / CLARIFICATION FOR
BERNE TOWN PARK SLAB

Date: June 27, 2025
Sheet 1 of 2

Prepared For: Lisa Ramundo
449 New Salem Rd
Voorheesville, NY 12186

Prepared By: Gabe Hanoufa
Estimator
Carver Construction Inc.
26 Corporate Circle
Albany, NY 12203
ghanoufa@carvercompanies.com

Carver Construction Inc. will provide all materials, equipment, and labor to perform the following work for the proposed Berne Town Park slab.

- Install 10 mil vapor barrier on the prepared subbase.
- Form & pour a 38' x 38' x 6" slab with wire mesh.
- Place owner supplied Spray Lock on the concrete.

Total Cost for Work = \$27,174.00



Carver Construction Inc.
26 Corporate Circle | Albany, NY 12203
Phone: (518) 355-6034

PROPOSAL / CLARIFICATION FOR
BERNE TOWN PARK SLAB

Date: June 27, 2025
Sheet 2 of 2

Exclusions:

- Permits
- Additional insurance
- Undercut of unsuitable materials
- Subbase or site prep activities

Assumptions/Clarifications:

- This proposal assumes all site prep work up to and including subbase has been completed by Albany County.
- No pump truck was figured for this work.
- 4,000 PSI concrete mixture was figured for this work.
- This project was priced as tax exempt.
- Price based on one mobilization. Additional mobilizations will be billed at a rate of \$4,500.00 each.

X

Name:
Title:

X

Ken Barth
Vice President

Contract #: 2025-0850

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Public Works Administration D5010

Date Submitted: 07/01/2025

Contact Person: [Rosa Tirino]

Contact Phone: 518-765-2055

Vendor Info: Stephenson Equipment Inc

Estimated Amount: 97899

Scope of Services: Purchase of Rosco Front Mount Broom

Budget Line Item: D5112.44073

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid



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: July 1, 2025
Re: Purchase Request – Rosco Front Mount Broom

The Public Works Department respectfully requests approval to purchase one (1) Rosco NV55 Front Mount Broom Truck from Stephenson Equipment, Inc (SEI) for \$97,899.00. A broom truck is used in conjunction with our road widener machines. Acquiring a second broom truck will enhance operational efficiency by eliminating the need to share a single broom truck between two wideners.

Public Works received three (3) bids under RFB#2025-065. Finke Equipment was the lowest bidder with the Superior Broom model at \$82,469.69. Following our review and evaluation of the Superior broom bid submitted by Finke, we have determined that the product does not meet the criteria and specifications for equivalency with the Rosco NV55 Front Mount Broom. Our assessment considered multiple factors including, but not limited to, technical specifications, performance metrics, and quality standards.

The key discrepancies between the specifications we requested and those provided by the Superior Broom are as follows:

- Enhanced Operator Safety and Maneuverability:** The Rosco NV55 offers greater turning radius capabilities of 4.6, which allows it to operate within a single work zone lane. This significantly enhances operator safety by minimizing lane encroachment. The Superior Model Broom, which requires the use of both lanes for turning, presents increased safety risks with a turning radius of 6.0.
- Modern Braking System:** The Rosco NV55 is equipped with hydraulic disc brakes, providing more reliable and efficient braking. The competing Superior model utilizes four-wheel drum brakes, which are considered outdated by current industry standards.
- Improved Operational Efficiency:** The Rosco model offers a higher travel speed of 22mph, which is particularly advantageous given the extensive lane mileage maintained by Albany County. This feature enhances productivity and reduces transit time between work zones. Superior only offers a travel speed up to 20 mph. The Rosco has an 18" side shift in both directions whereas the Superior has an "optional" one-way side shift.

Due to these variances, DPW does not believe that the Superior broom can be accepted as a substitute or equivalent. For this reason, we would request approval to purchase the Rosco broom Truck from the second lowest bidder, Stephenson Equipment, Inc. at a cost of \$97,889.00. 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: Scott Duncan
Deputy Commissioner

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: July 3, 025

RE: RFB 2025-065
Purchase a Front Mount Broom

I am in receipt of your recommendation to award the aforementioned to Stephenson Equipment Inc. in the amount of \$97,899.00

As Stephenson Equipment is the lowest responsible and responsive bidder, I concur with your recommendation.

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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LISA M. RAMUNDO
COMMISSIONER

SCOTT DUNCAN
DEPUTY COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neil Purchasing Agent
FROM: Scott Duncan, Deputy Commissioner
DATE: July 3, 2025
RE: Purchase of a Rosco NV55 Front Mount Broom (RFB2025-065)

Public Works currently operates one (1) broom, which is utilized for both shoulder wideners. This arrangement presents challenges in running both wideners simultaneously. Acquiring a second broom will enhance operational efficiency by eliminating the need to share a single broom between the two wideners.

The Department of Public Works recommends the purchase of one (1) Rosco NV55 Front Mount Broom from Stephenson Equipment, Inc. (SEI) for a total amount of \$97,899.00. Although SEI was not the lowest bidder among the three (3) submissions received by the Albany County Purchasing Agent, Finke Equipment didn't bid an equivalent product therefore the lowest responsive and responsible bidder is Stephenson. There are several key factors supporting this recommendation:

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

RFB # 2025-065**Tracey Road
Stephenson
Equipment****Finke**

<u>Item Description</u>	<u>Price</u>	<u>Price</u>	<u>Price</u>
Rosco NV55 Front Mount Broom Cab w/AC & Heat Includes the following options: 7'6" poly/steel tube brush (2) 75 gallon water tanks w/spraying system Forward/reverse brush rotation Front windshield wiper and washer Rear windshield wiper and washer Telescopic steering column All standard features	\$104,700.00	\$97,343.00	\$82,469.69
Radio/bluetooth w/dual speakers	Included	\$556.00	Included
Two year warranty	Included	Included	Included
Total Price	\$104,700.00	\$97,899.00	\$82,469.69

Broce Broom 470 Series

Superior Model SM74F "FPT"

item does not meet specifications



DANIEL P. MCCOY
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LISA M. RAMUNDO
COMMISSIONER

SCOTT DUNCAN
DEPUTY COMMISSIONER

MEMO

TO: Pamela O'Neil Purchasing Agent
FROM: Scott Duncan, Deputy Commissioner
DATE: May 15, 2025

Following Public Works review and evaluation of the Superior broom submitted by Finke, we have determined that the product does **not meet the criteria and specifications for equivalency** with the approved reference product currently being requested. Our assessment considered multiple factors including, but not limited to, **technical specifications, performance metrics, and quality standards.**

The following key discrepancies were identified:

1. **Enhanced Operator Safety and Maneuverability**
The Rosco NV55 offers greater turning radius capabilities of 4.6, which allows it to operate within a single work zone lane. This significantly enhances operator safety by minimizing lane encroachment. The Superior Model Broom, which requires the use of both lanes for turning, presents increased safety risks with a turning radius of 6.0.
2. **Modern Braking System**
The Rosco NV55 is equipped with hydraulic disc brakes, providing more reliable and efficient braking. The competing Superior model utilizes four-wheel drum brakes, which are considered outdated by current industry standards.
3. **Improved Operational Efficiency**
The Rosco model offers a higher travel speed of 22mph, which is particularly advantageous given the extensive lane mileage maintained by Albany County. This feature enhances productivity and reduces transit time between work zones. Superior only offers a travel speed up to 20 mph. The Rosco has an 18" side shift in both directions whereas the Superior has an "optional" one-way side shift.

Due to these variances, DPW does not believe that the product cannot be accepted as a substitute or equivalent at this time.



DANIEL P. MCCOY
COUNTY EXECUTIVE

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LISA M. RAMUNDO
COMMISSIONER

SCOTT DUNCAN
DEPUTY COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neil Purchasing Agent
FROM: Scott Duncan, Deputy Commissioner
DATE: May 13, 2025
RE: Purchase of a Rosco NV55 Front Mount Broom (RFB2025-065)

Public Works currently operates one (1) broom, which is utilized for both shoulder wideners. This arrangement presents challenges in running both wideners simultaneously. Acquiring a second broom will enhance operational efficiency by eliminating the need to share a single broom between the two wideners.

The Department of Public Works recommends the purchase of one (1) Rosco NV55 Front Mount Broom from Stephenson Equipment, Inc. (SEI) for a total amount of \$97,899.00. Although SEI was not the lowest bidder among the three (3) submissions received by the Albany County Purchasing Agent, their equipment represents the best overall value and performance for the County's operational needs. It is also important to note that the broom Public Works currently owns is an identical Rosco NV55 Front Mount Broom which means we already have compatible spare parts available on site.

There are several key factors supporting this recommendation:

1. Enhanced Operator Safety and Maneuverability

The Rosco NV55 offers superior turning radius capabilities, which allows it to operate within a single work zone lane. This significantly enhances operator safety by minimizing lane encroachment. In contrast, the lowest bidder, Finke Equipment, proposed the Superior Model Broom, which requires the use of both lanes for turning, presenting increased safety risks.

2. Modern Braking System

The Rosco NV55 is equipped with hydraulic disc brakes, providing more reliable and efficient braking. The competing Superior Model from Finke utilizes four-wheel drum brakes, which are considered outdated by current industry standards.

3. Improved Operational Efficiency

The Rosco model also offers a higher travel speed, which is particularly advantageous given the extensive lane mileage maintained by Albany County. This feature enhances productivity and reduces transit time between work zones.

4. **Durability and Cost-Effectiveness**

Stephenson's broom includes a steel sleeve, in contrast to the poly tube sleeve offered by Finke. Poly sleeves tend to degrade faster than the broom bristles, resulting in premature disposal of otherwise usable components. The steel sleeve ensures better protection for the bristles, extending the life of the broom and improving overall cost efficiency.

Based on these considerations, Public Works believes that the Rosco NV55 from Stephenson Equipment, Inc. is the most suitable and responsible choice for the County.

If you have any questions, 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: Rosa Tirino/Scott Duncan
Public Works

FROM: Tina King
Purchasing

DATE: May 9, 2025

RE: Request for Bids # 2025-065 Front Mount Broom

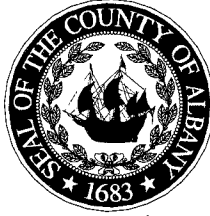
Enclosed please find the tabulation of bids received for your RFB # 2025-065 Front Mount Broom. We received Three (3) bids from Tracey Road, Stephenson Equipment and Finke Equipment. Please review and return your recommendation for award to the Purchasing Agent.

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

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DEPARTMENT OF PUBLIC WORKS
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LISA M. RAMUNDO
COMMISSIONER

Memorandum

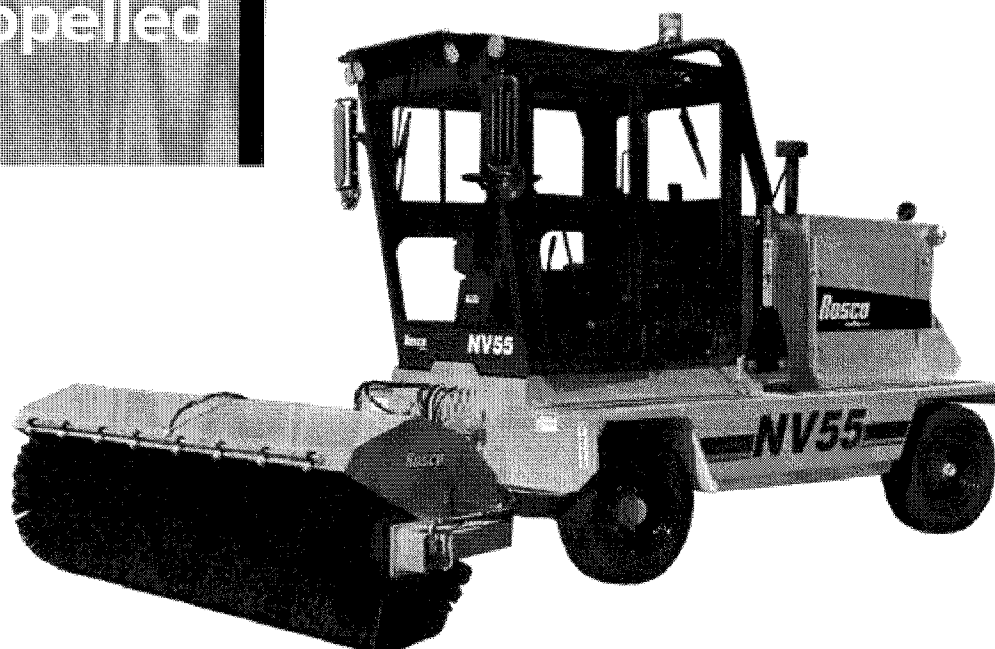
To: *Pamela O'Neill, Purchasing Agent*
From: *Scott Duncan, Deputy Commissioner*
Date: *March 19, 2025*
RE: ***SPECIFICATIONS FOR RFB#2025-065 ROSCO NV55 FRONT MOUNT BROOM***

ROSCO NV55 FRONT MOUNT BROOM

- Cab w/AC & Heat
- Includes the following options:
- 7'6" poly/steel tube brush
- (2) 75-gallon water tanks w/spraying system
- 12" HD side shift brush head (both directions)
- Forward/reverse brush rotation
- Front windshield wiper and washer
- Rear windshield wiper and washer
- Telescopic steering column
- All standard features
- Radio/Bluetooth w/dual speakers
- Two-year warranty

NV55 Self Propelled Broom

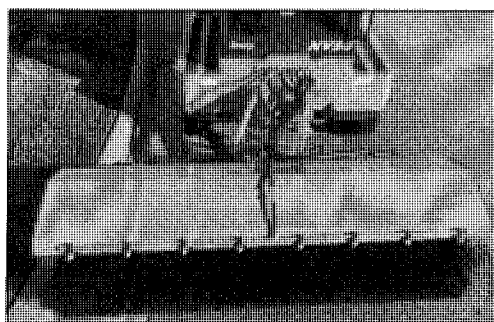
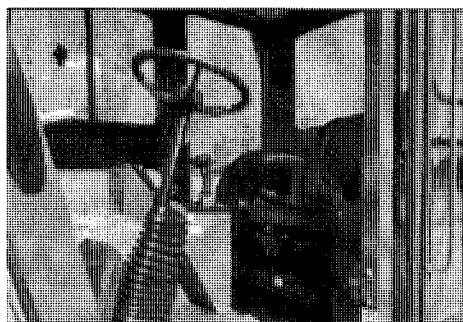
Rosco
A Lennox Company



Performance Features:

The broom for professionals, the NV55 offers many advantages linked to simple operation and superior sweeping action. The multi-functional joystick control lever combined with fingertip controls provide precision movement during operation. The standard configuration features wrap around windows that give the operator remarkable visibility while residing in the comfortable fully-enclosed cab. Requiring only one person, the quick-change core system permits the replacement of a brush in minutes limiting downtime.

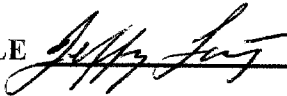
- 74 hp (55 kw) Hatz Diesel Engine
- 6,900 lbs (3,129 kg) weight with water
- 7' 6" (2.28 m) Diameter Heavy-Duty Frame with PolyTube Brush
- Joystick Control for Travel and Broom Functions
- Hydrostatic Drive
- Variable Brush Speed and Down-Pressure Control
- Heavy Duty Gear Pump and Brush Motor
- Fully Enclosed Cab with ROPS and Sliding Window
- Suspension Seat and Tilt Steering Column
- Optional Side-Shift Broom



BID FORM

BID IDENTIFICATION:

Title: Purchase of Front Mount Broom
Bid Number: 2025-065

COMPANY: STEPHENSON EQUIPMENT, INC
ADDRESS: 3 INDUSTRY DRIVE
CITY, STATE, ZIP: WARREN, NY 12188
TEL. NO.: 518-357-2200
FAX NO.: 518-357-2201
FEDERAL TAX ID NO.: 25-1511922
REPRESENTATIVE: JEFFREY LANTZ
E-MAIL: JLANTZ@STEPHENSONEQUIPMENT.COM
SIGNATURE AND TITLE  TERRITORY MANAGER
DATE 5/5/2025

BID FORM**Title: Purchase of Front Mount Broom****Bid Number: 2025-065**

<u>Description</u>	<u>Item Number</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
Rosco NV55 Front Mount Broom Cab w/AC & Heat Includes the following options: 7'6" poly/steel tube brush (2) 75 gallon water tanks w/spraying system Forward/reverse brush rotation Front windshield wiper and washer Rear windshield wiper and washer Telescopic steering column All standard features	Rosco NV55 Front Mount Broom	1	\$ 97,343.00	97,343.00
Radio/bluetooth w/dual speakers		1	\$ 556.00	\$ 556.00
Two year warranty			INCLUDED	
Total Price			\$ 97,899.00	\$ 97,899.00

****PLEASE NOTE THAT ANY SUBSTITUTE ITEMS MUST BE CLEARLY IDENTIFIED ON THE BID FORM AND BIDDER MUST INCLUDE DESCRIPTIVE PRODUCT LITERATURE FOR THE COUNTY'S REVIEW WITH THE BID SUBMISSION**

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:

STEPHENSON EQUIPMENT, INC. ATTN: JEFFREY LANTZ
3 INDUSTRY DRIVE
WATERFORD, NY 12188

Phone: 518-357-2200 Fax: 518-357-2201

E-mail: JLANTZ@STEPHENSONEQUIPMENT.COM

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

NV55 Self Propelled Broom

Rosco
A Lombay Company



Performance Features:

The broom for professionals, the NV55 offers many advantages linked to simple operation and superior sweeping action. The multi-functional joystick control lever combined with fingertip controls provide precision movement during operation. The standard configuration features wrap around windows that give the operator remarkable visibility while residing in the comfortable fully-enclosed cab. Requiring only one person, the quick-change core system permits the replacement of a brush in minutes limiting downtime.

- 74 hp (55 kw) Hatz Diesel Engine
- 6,900 lbs weight with water
- 7' 6" Diameter Heavy-Duty Frame with PolyTube Brush
- Joystick Control for Travel and Broom Functions
- Hydrostatic Drive
- Variable Brush Speed and Down-Pressure Control
- Heavy Duty Gear Pump and Brush Motor
- Fully Enclosed Cab with ROPS and Sliding Window
- Suspension Seat and Tilt Steering Column
- Optional Side-Shift Broom



NV55 Broom Specifications

Rosco
A LeeBoy Company

Dimensions	- Length: 15' 6" - Width: 7' 9" not tilted - Height: 9' 1" - Wheelbase: 7' 3" - Turning Radius: 4' 2" - Total Weight: 6,900 lbs. w/ water
Engine	Hatz diesel, 74 hp (55 kw)
Capacities	- Fuel: 30 gallons - Hydraulic reservoir: 25 gallons
Transmission	- Hydrostatic drive - Speed infinitely variable, 0 to 12 mph low 0 to 22 mph high range
Front Axle	- Heavy-duty, limited slip differential - Tires: ST 225 x 75-15R, load range E - Rim: 4 steel disc type, 15 x 6"
Rear Axle	Heavy-duty truck type, oscillating
Brakes	- Two wheel wet disk type brakes - Hand operated parking brake - Foot operated de-stroke breaking of the hydrostatic drive
Heavy-Duty Hydraulic System	Two separate circuits, one for travel, one for brush control and power steering
Instrumentation	- PV 380 digital display - Oil pressure, water temperature, voltmeter, tachometer, hour meter, fuel gauge
Brush	- Joystick control - Variable down pressure and speed control - Speed: 160 rpm max, variable by dial or engine speed - Quick change design allows operator to change out brush quickly without tools - Drive mechanism consist of direct hydraulic motor enclosed in broom core
Brush Frame	- 7' 6" x 32" diameter poly tube - Sweep angle: 30° left or right standard

	(50° right and left with side-shift option) - Heavy-duty 11 gauge steel brush cover with 4 x 4 x 1/4 steel tube brush frame
Additional Standard Equipment	- Fully enclosed cab with ROPS - Suspension seat with armrest and safety belt, sliding window, horn, dome light, defroster fan, 12V outlet, e-stop, cup holder, air conditioner and heater - Tilt steering column - Dual West Coast 8-2 convex safety mirrors - Two LED head lights, stop, turn, tail, rear working lights and amber strobe light - Back-up alarm - Horn - Slow-moving vehicle sign - Vandalism package - 2 year standard warranty
Optional Equipment	- Side shifting brush head, 18" left and right - Cab air filtration and pressure monitor system (MERV 16 rated) - Two 75 gallon water tanks with spraying system - Forward/reverse brush rotation - Front windshield washer - Rear wiper and washer assembly - Spare tire and mount - Back-up/reverse camera with in-cab color display - Radio/Bluetooth with dual speakers and remote - Telescoping steering column, tilt is standard - Extended air intake (above cab) - Foot pedal transmission, forward and reverse, in lieu of joystick controls - Self-loading brush core system, 32/36 OD, 72-96" length - 7' 6" poly wafers - 7' 6" Combination poly/steel wafers - 7' 6" Poly/steel tube brush (in lieu of poly tube) - 8' Brush Head (in lieu of 7' 6") - 8' Poly Wafers - 8' Combination Poly/Steel Wafers - 8' Poly/Steel Tube Brush - 8' Poly Tube Brush - Engine Block Heater

LeeBoy



ST Engineering LeeBoy, Inc. ■ 500 Lincoln County Parkway Extension ■ Lincolnton, NC 28092 ■ 704.966.3300
www.LeeBoy.com

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COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Purchase of Front Mount Broom
Bid Number: 2025-065

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

NONE

(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

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

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

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

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

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

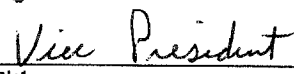
A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets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

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

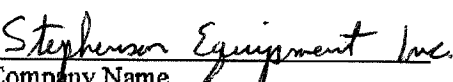
B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law,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



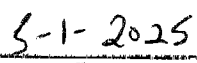
Signature



Title



Company Name



Date

ATTACHMENT "B" **ACKNOWLEDGMENT BY BIDDER**

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

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

On this 1st day of May, 20025, before me personally appeared Darriett Morris to me known, who, being by me sworn, did say that he resides at (give address) 3834 Charles Rd. Canastota NY 13035; that he is the (give title) Vice President of the (name of corporation) Stephenson Equipment 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.

KIMMARIE SHAVALIER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SH6258256
Qualified in Oswego County
Commission Expires March 26, 2028

Notary Public, State of NEW YORK

Qualified in Oswego County

Commission Expires March 26, 2028

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME <i>Stephenson Equipment Inc.</i>		3. IDENTIFICATION NUMBERS a) FEIN # <i>25-1511922</i> 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 <i>7201 Paxton St. Harrisburg PA 17111</i>		7. TELEPHONE NUMBER <i>717-564-3484</i>	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name <i>Darrick Morris</i> Title <i>Vice President</i> Telephone Number <i>315-342-0779</i> Fax Number e-mail <i>dmorris@stephson-equipment.com</i>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS. <i>ESOP</i>			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

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

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

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

ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

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

CERTIFICATION:

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

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business Stephenson Equipment Signature of Owner [Signature]

Address 3 Industry Drive

Printed Name of Signatory Darrick Morris

City, State, Zip Watertown, NY

Title Vice President

Sworn before me this 1 day of MAY, 2025.

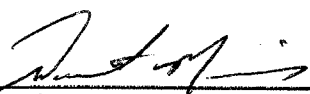
Notary Public

KIMMARIE SHAVALLIER
 NOTARY PUBLIC, STATE OF NEW YORK
 Registration No. 01SH6258256
 Qualified in Oswego County
 Commission Expires March 26, 2028

KIMMARIE SHAVALLIER
 Printed Name
[Signature]
 Signature
5/1/28
 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

Stephenson Equipment, Inc.

Company Name

5-1-2025

Date

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 Front Mount Broom RFB NUMBER: 2025-065

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: STEPHENSON EQUIPMENT, INC

Address: 3 INDUSTRY DRIVE

City: WATZUFORD State: NY Zip Code: 12188

Contact Person: JEFFREY LANTZ

Title: TERRITORY MANAGER

Phone Number: 518-491-8598 Fax Number: 518-357-2201 E-Mail: JLANTZ@STEPHENSONEQUIPMENT.COM

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

☒ Yes / ☐ No

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

Fax Number: _____ E-Mail: ☒ JLANTZ@STEPHENSONEQUIPMENT.COM

COUNTY OF ALBANY

REQUEST FOR BIDS DEPARTMENT OF PUBLIC WORKS



RFB # 2025-065

PURCHASE OF FRONT MOUNT BROOM

**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 Front Mount Broom RFB NUMBER: 2025-065

Receipt Confirmation Form

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

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

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

☐ **Yes** / ☐ **No**

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

Fax Number: _____ E-Mail: _____

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

NON-BIDDER RESPONSE

RFB #2025-065

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 #2025-065

Sealed Bids for Purchase of a Front Mount Broom as requested by Department of Public Works will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, May 8, 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 Thursday, **April 24, 2025**.

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
April 18, 2025

PUBLISH ONE DAY – (**April 24, 2025**) -- THE EVANGELIST
PUBLISH ONE DAY – (**April 24, 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: **PURCHASE OF FRONT MOUNT BROOM**
- 1.2 Requesting Department: **DEPARTMENT OF PUBLIC WORKS**
- 1.3 Bid Number: **2025-065**

SECTION 2: PURPOSE

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

SECTION 3: BIDDING DOCUMENTS

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

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00 A.M. ON THURSDAY, MAY 8, 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 The bid shall be in effect from the date of contract execution until completion of all work under the contract. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

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

SECTION 7: QUALIFICATION OF BIDDER

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

SECTION 8: NOT NEEDED

SECTION 9: DISQUALIFICATION

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

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

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

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

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

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

SECTION 10: NOT NEEDED

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

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

SECTION 12: BID FORM

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

SECTION 13: EQUIVALENT GOODS

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

SECTION 14: SPECIFICATION CLARIFICATION

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

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

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

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

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

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

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

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

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

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

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

SECTION 17: AWARD OF BID

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

SECTION 18: PERFORMANCE BOND

- 18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

- 19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:
- (a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

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

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

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

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

19.3 No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Bidder shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the County, be forthwith declared suspended, discontinued or terminated. 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 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

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

23.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

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

24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.

24.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.

24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.

24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.

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

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

SECTION 25: MACBRIDE PRINCIPLES

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

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

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

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

SECTION 26: NOT NEEDED

SECTION 27: NOT NEEDED

SECTION 28: NOT NEEDED

SECTION 29: ANTI DISCRIMINATION CLAUSE

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

SECTION 30: NOT NEEDED

SECTION 31: INTERPRETATION

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

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

- 33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:
- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
- 33.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
- 33.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:
- (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief,

that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”

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

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

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

SECTION 34: NOT NEEDED

SECTION 35: GREEN INFRASTRUCTURE POLICY

35.1 The Prospective Bidder(s) acknowledge(s) awareness of Albany County’s Green Infrastructure Policy, which is part of the County’s larger MS4 Stormwater Management Program pursuant to SPDES GP-0-25-001. The Prospective Bidder(s) agree(s) to examine the feasibility of design options involving protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with said Policy

**County of Albany
Request for Bids 2025-065
Purchase of Front Mount Broom**

Detailed Specifications

General

It is the intent of these specifications to describe the County's requirements for the Department of Public Works purchase of a Front Mount Broom.

Bidding shall be on brands specified, or equal. Manufacturer and model numbers are provided to establish the level of quality and functionality required by the County. Bids for equivalent items will be considered; bidder shall provide manufacturer's descriptive literature to support claims of equivalency.

Item #1 Front Mount Broom

ROSCO NV55 FRONT MOUNT BROOM

- Cab w/AC & Heat
- Includes the following options:
- 7'6" poly/steel tube brush
- (2) 75-gallon water tanks w/spraying system
- 12" HD side shift brush head (both directions)
- Forward/reverse brush rotation
- Front windshield wiper and washer
- Rear windshield wiper and washer
- Telescopic steering column
- All standard features
- Radio/Bluetooth w/dual speakers
- Two-year warranty

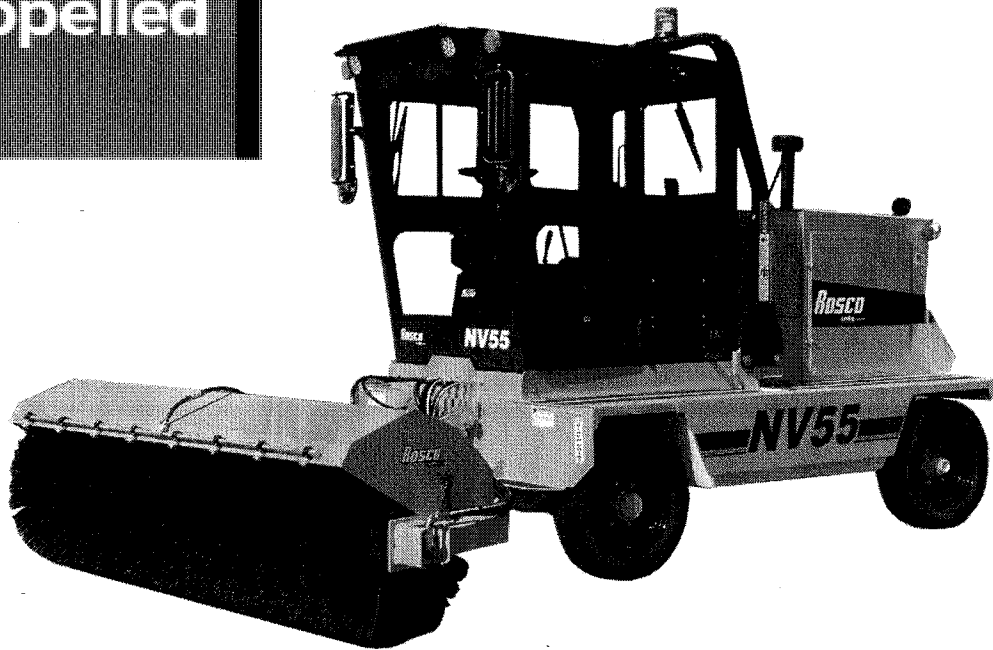
Purchase Quantity and Terms

The bid form indicates anticipated quantities which will be ordered upon award of the bid. Actual purchase quantities may vary based upon availability of funds.

Bid pricing shall be F.O. B. destination with no additional freight or delivery charges to the County.

NV55 Self Propelled Broom

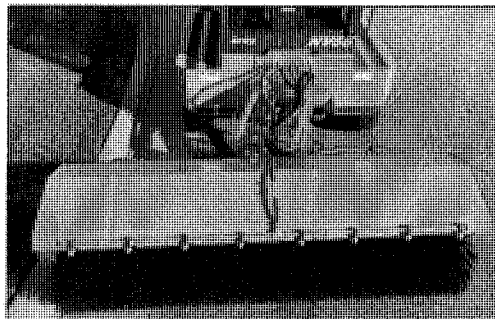
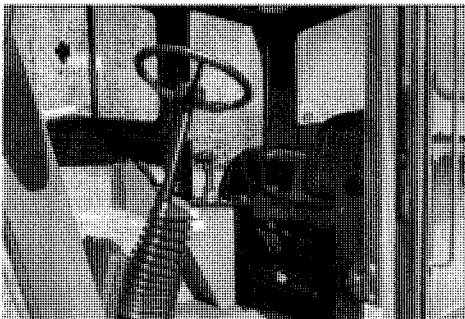
Rosco
A LeeBoy Company



Performance Features:

The broom for professionals, the NV55 offers many advantages linked to simple operation and superior sweeping action. The multi-functional joystick control lever combined with fingertip controls provide precision movement during operation. The standard configuration features wrap around windows that give the operator remarkable visibility while residing in the comfortable fully-enclosed cab. Requiring only one person, the quick-change core system permits the replacement of a brush in minutes limiting downtime.

- 74 hp (55 kw) Hatz Diesel Engine
- 6,900 lbs weight with water
- 7' 6" Diameter Heavy-Duty Frame with PolyTube Brush
- Joystick Control for Travel and Broom Functions
- Hydrostatic Drive
- Variable Brush Speed and Down-Pressure Control
- Heavy Duty Gear Pump and Brush Motor
- Fully Enclosed Cab with ROPS and Sliding Window
- Suspension Seat and Tilt Steering Column
- Optional Side-Shift Broom



NV55 Broom Specifications

Rosco
A LeeBoy Company

Dimensions	- Length: 15' 6" - Width: 7' 9" not tilted - Height: 9' 1" - Wheelbase: 7' 3" - Turning Radius: 4' 2" - Total Weight: 6,900 lbs. w/ water
Engine	Hatz diesel, 74 hp (55 kw)
Capacities	- Fuel: 30 gallons - Hydraulic reservoir: 25 gallons
Transmission	- Hydrostatic drive - Speed infinitely variable, 0 to 12 mph low 0 to 22 mph high range
Front Axle	- Heavy-duty, limited slip differential - Tires: ST 225 x 75-15R, load range E - Rim: 4 steel disc type, 15 x 6"
Rear Axle	- Heavy-duty truck type, oscillating
Brakes	- Two wheel wet disk type brakes - Hand operated parking brake - Foot operated de-stroke breaking of the hydrostatic drive
Heavy-Duty Hydraulic System	- Two separate circuits, one for travel, one for brush control and power steering
Instrumentation	- PV 380 digital display - Oil pressure, water temperature, voltmeter, tachometer, hour meter, fuel gauge
Brush	- Joystick control - Variable down pressure and speed control - Speed: 160 rpm max, variable by dial or engine speed - Quick change design allows operator to change out brush quickly without tools - Drive mechanism consist of direct hydraulic motor enclosed in broom core
Brush Frame	- 7' 6" x 32" diameter poly tube - Sweep angle: 30° left or right standard

	(50° right and left with side-shift option) - Heavy-duty 11 gauge steel brush cover with 4 x 4 x 1/4 steel tube brush frame
Additional Standard Equipment	- Fully enclosed cab with ROPS - Suspension seat with armrest and safety belt, sliding window, horn, dome light, defroster fan, 12V outlet, e-stop, cup holder, air conditioner and heater - Tilt steering column - Dual West Coast & 2 convex safety mirrors - Two LED head lights, stop, turn, tail, rear working lights and amber strobe light - Back-up alarm - Horn - Slow-moving vehicle sign - Vandalism package - 2 year standard warranty
Optional Equipment	- Side shifting brush head, 18" left and right - Cab air filtration and pressure monitor system (MERV 16 rated) - Two 75 gallon water tanks with spraying system - Forward/reverse brush rotation - Front windshield washer - Rear wiper and washer assembly - Spare tire and mount - Back-up/reverse camera with in-cab color display - Radio/Bluetooth with dual speakers and remote - Telescoping steering column, tilt is standard - Extended air intake (above cab) - Foot pedal transmission, forward and reverse, in lieu of joystick controls - Self-loading brush core system, 32/36 OD, 72-96" length - 7' 6" poly wafers - 7' 6" Combination poly/steel wafers - 7' 6" Poly/steel tube brush (in lieu of poly tube) - 8' Brush Head (in lieu of 7'6") - 8' Poly Wafers - 8' Combination Poly/Steel Wafers - 8' Poly/Steel Tube Brush - 8' Poly Tube Brush - Engine Block Heater

LeeBoy



ST Engineering LeeBoy, Inc. ■ 500 Lincoln County Parkway Extension ■ Lincolnton, NC 28092 ■ 704.966.3300
www.LeeBoy.com

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COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Purchase of Front Mount Broom
Bid Number: 2025-065

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

(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:

Phone: _____ Fax: _____

E-mail: _____

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 Front Mount Broom

Bid Number: 2025-065

COMPANY:

ADDRESS:

CITY, STATE, ZIP:

TEL. NO.:

FAX NO.:

FEDERAL TAX ID NO.:

REPRESENTATIVE:

E-MAIL:

SIGNATURE AND TITLE

DATE

BF3

BID FORM**Title: Purchase of Front Mount Broom****Bid Number: 2025-065**

<u>Description</u>	<u>Item Number</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
Rosco NV55 Front Mount Broom Cab w/AC & Heat Includes the following options: 7'6" poly/steel tube brush (2) 75 gallon water tanks w/spraying system Forward/reverse brush rotation Front windshield wiper and washer Rear windshield wiper and washer Telescopic steering column All standard features	Rosco NV55 Front Mount Broom	1		
Radio/bluetooth w/dual speakers		1		
Two year warranty				
Total Price				

****PLEASE NOTE THAT ANY SUBSTITUTE ITEMS MUST BE CLEARLY IDENTIFIED ON THE BID FORM AND
BIDDER MUST INCLUDE DESCRIPTIVE PRODUCT LITERATURE FOR THE COUNTY'S REVIEW WITH THE
BID SUBMISSION**

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☐ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: 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: ☐ Yes ☐ No a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> ☐ Yes ☐ No b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> ☐ Yes ☐ No c) Property Tax ☐ Yes ☐ No <i>Indicate the years the vendor failed to file.</i>
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? ☐ Yes ☐ No Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. ☐ Yes ☐ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ : ☐ Yes ☐ No
- a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

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

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

Contract #: 2025-0750

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Shaker Place Rehabilitation and Nursing Center NH6020

Date Submitted:

Contact Person: [Andy Lucarelli]

Contact Phone: 518-213-8938

Vendor Info: Collett Mechanical, Inc.

Estimated Amount: 28940.00

Scope of Services: Plumbing Construction for the Cafe Project at Shaker Place

Budget Line Item: HNND

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid



Daniel P. McCoy
County Executive

Mark S. Olsen
Executive Director

TO: The Honorable Daniel P. McCoy
Albany County Executive

The Honorable Joanne Cunningham
Chairwoman, Albany County Legislature

The Honorable Bruce Hidley
Albany County Clerk

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

DATE: 05/23/2025

SUBJECT: Collett Mechanical, Inc.

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract with Collett Mechanical, Inc for the plumbing construction of a Café in the employee dining area. The Café is part of the Food Service and Distribution Equipment project in the 2026-2030 Albany County Capital Plan.

A Request for Bid (RFB) was solicited for the construction project, RFB #2025-30. There were two (2) responsible bidders for the plumbing construction of the project. Collett Mechanical, Inc. was the lowest responsible bidder. The bid was submitted for \$25,900.00 with a 10% contingency allowance of \$2,590.00 for a total amount of \$28,490.00. The agreement will commence June 20th, 2025 and end June 19th, 2027.

This project as part of the 2026-2030 Albany County Capital Plan (Project N2501, Debt Account HNND) has 100% local share but appropriate reimbursement will be sought for the capital improvements through depreciation.

We respectfully request approval of this contract.





DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Mark Olsen
Executive Director

FROM: Pamela O Neill
Purchasing Agent

DATE: March 21, 2025

RE: RFB-2025-030

I am in receipt of your recommendation to award the aforementioned to the following bidders in the amounts listed

AOW Construction for General Contractor in the amount of \$468,828.00

Collett Mechanical for Mechanical Construction in the amount of \$300,686.00

Hewitt Young Electric for Electrical Construction in the amount of \$88,000.00

Collett Mechanical for Plumbing Construction in the amount of \$28,490.00

As these bidders are the lowest responsible and responsive bidders, I concur with your recommendation.

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Shaker Place Café Project**
Bid Number: **2025-030 - PC- Plumbing Construction**

THIS BID IS SUBMITTED TO:

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

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

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

Date	Number
03/10/2025	1

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

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

- (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:

Collett Mechanical, Inc.

138 Sicker Rd

Latham, NY 12110

Phone: 518-862-2214

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Shaker Place Café Project
Bid Number: 2025-030 - PC- Plumbing Construction

Conditions:

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

LUMP SUM BASE BID:

\$ 25,900⁰⁰ (a)

10 % CONTINGENCY ALLOWANCE:

\$ 2,590⁰⁰ (b)

TOTAL BASE BID (a) + (b):
(Base Bid + Contingency Allowance)

\$ 28,490⁰⁰

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Shaker Place Café Project**
Bid Number: **2025-030 - PC- Plumbing Construction**

COMPANY: Collett Mechanical, Inc.
ADDRESS: 138 Sicker Rd
CITY, STATE, ZIP: Latham, NY 12110
TEL. NO.: 518-862-2214
FAX NO.: 518-862-2217
FEDERAL TAX ID NO.: 14-1775002

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

24-63HOZ-CR

REPRESENTATIVE: Kevin Farrell

E-MAIL: kevin@collettmechanical.com

SIGNATURE AND TITLE  **CFO**

DATE 03/19/2025

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Collett Mechanical, Inc.
138 Sicker Road
Latham, NY 12110

SURETY:

(Name, legal status and principal place of business) Western Surety Company
151 N. Franklin St., 17th Floor
Chicago, IL 60606

OWNER:

(Name, legal status and address)
Albany County
112 State Street, Albany, NY 12207

BOND AMOUNT: ~~5~~ Five Percent of Bid (5% of Bid)

PROJECT:

(Name, location or address, and Project number, if any)
Shaker Place Café Project
RFB #2025-030
Plumbing

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.....

Signed and sealed this 11th day of March, 2025

(Witness)


(Witness) Alissa M. Cottrell, Bond Representative

Collett Mechanical, Inc.

(Principal)

(Seal)

(Title)

Kevin Garrell CFO

Western Surety Company

(Surety)

(Seal)

(Title)

Jaclyn Kelly, Attorney-In-Fact

Init.

NOTARIAL JURAT

INDIVIDUAL ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____, _____ before me personally appeared

known to me to be the person _____ described in and who executed the foregoing instrument, and _____ he duly acknowledged to me that _____ he executed the same.

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____, _____ before me personally appeared

known to me to be a member of the firm of _____ described in and which executed the foregoing instrument, and _____ he thereupon acknowledged to me that _____ he executed the same as and for the act and deed of said firm.

Notary Public

CORPORATION ACKNOWLEDGEMENT

State of New York]
County of Albany] ss:
On this 19 day of March, 2025 before me personally appeared

Karin Farrell to me known, who being by me duly sworn, did depose and say: that _____ he resides at Scrunk, NY ; that he is CFO

of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Krista M Heidinger
KRISTA M HEIDINGER Notary Public
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HE6346645
Qualified in Albany County
My Commission Expires 08-15-2028

SURETY ACKNOWLEDGEMENT

State of New York]
County of Schenectady] ss:
On this 11th day of March, 2025 before me personally appeared

Jaclyn Kelly

to me known, who being by me duly sworn, did depose and say: that she resides in the City of _____ ; Scotia, New York ; that she is the Attorney-In-Fact

of the above signed surety, the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.

Laurie W. Gibson
LAURIE W. GIBSON
Notary Public-State of New York
No. 4945994
Qualified in Saratoga County
Commission Expires January 27, 2027

Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jeanne M Maloy, Deborah L Kruman, Jaclyn Kelly, Kara M Epperson, Noelle Susan Burkins, Matthew Cronin, Individually

of Scotia, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 31st day of January, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 31st day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of March, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2023

ASSETS

Bonds	\$ 1,935,600,431
Stocks	15,281,696
Cash, cash equivalents, and short-term investments	36,335,353
Receivables for securities	14,770,000
Investment income due and accrued	18,185,645
Premiums and considerations	70,728,009
Amounts recoverable from reinsurers	4,459,042
Net deferred tax asset	18,202,272
Receivable from parent, subsidiaries, and affiliates	12,895,815
Other assets	157,742
Total Assets	<u><u>\$ 2,126,616,005</u></u>

LIABILITIES AND SURPLUS

Losses	\$ 247,328,673
Loss adjustment expense	56,340,495
Commissions payable, contingent commissions and other similar charges	13,245,319
Taxes, License and fees (excluding federal and foreign income taxes)	5,075,390
Federal and foreign income taxes payable	829,556
Unearned premiums	316,760,881
Advance premiums	6,183,112
Ceded reinsurance premiums payable (net of ceding commissions)	4,347,066
Amounts withheld or retained by company for account of others	3,094,680
Provision for reinsurance	157,388
Payable to parent, subsidiaries and affiliates	9,464
Other liabilities	(6,171)
Total Liabilities	<u><u>\$ 653,365,853</u></u>

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	<u>1,182,353,957</u>
Surplus as regards policyholders	<u>\$ 1,473,250,152</u>
Total Liabilities and Capital	<u><u>\$ 2,126,616,005</u></u>

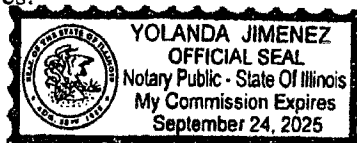
I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2023, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Vice President, Accounting Policy & External Reporting

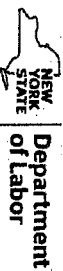
Subscribed and sworn to me this 14th day of March, 2024.

My commission expires:



By Yolanda Jimenez
Notary Public

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

Collett Mechanical, Inc.

138 Sicker Rd

Latham, New York 12110

Phone Number: 5188622214

Registration Number: 24-63HOZ-CR

Date of Issue: 2024-12-05

Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

A handwritten signature in cursive script, appearing to read "Roberta Reardon".

Roberta Reardon
Commissioner

New York State Department of
Labor



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

CFO

Title

03/20/2025

Date

Collett Mechanical, 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 _____

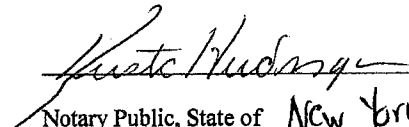
Commission Expires _____

If Corporation:

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

On this 20 day of March, 20025, before me personally appeared Kevin Farrell to me known, who, being by me sworn, did say that he resides at (give address) 117 Trinity Place Selkirk, NY 12158; that he is the (give title) CFO of the (name of corporation) Collett Mechanical, Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

KRISTA M HEIDINGER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HE6346645
Qualified in Albany County
My Commission Expires 08-15-2028


Notary Public, State of New York

Qualified in Albany County

Commission Expires 08/15/2028

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Collett Mechanical, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 14-17750002 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.collettmechanical.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 138 Sicker Rd Latham, NY 12110		7. TELEPHONE NUMBER 518-862-2214	8. FAX NUMBER 518-862-2217
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 Kevin Farrell Title CFO Telephone Number 518-862-2214 Fax Number 518-862-2217 e-mail estimating@collettmechanical.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Jack E. Collett	TITLE President	b) NAME Kevin Farrell	TITLE CFO
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

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

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

☐ Yes ☒ No

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

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

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

FEIN

KRISTA M HEIDINGER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HE6346645
Qualified in Albany County
My Commission Expires 08-15-2028

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

CFO

Title

03/20/2025
Date

Collett Mechanical, Inc.
Company Name

ATTACHMENT "E"

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

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

Name of Third Party Entity: Collett Mechanical, Inc.

Address: 138 Sicker Rd

Latham, NY 12110

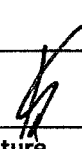
Phone Number(s): 518-862-2214

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

Commercial HVAC & Plumbing Constrcution

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

Commercial HVAC & Plumbing



Signature

Kevin Farrell

Printed Name

CFO

Title

03/20/2025

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? 34 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. Amsterdam Central High School - HVAC Rhase 3

Mike Greco - 518-843-3180 PO Box 309 Amsterdam, NY 12010

\$4,287,000 Comp 11/30/2022

2. Ichabod Crane CSD - District Wide Phase 3 HVAC

Sarah Plitnick 518-646-1049 - 1 Computer Drive South Albany, NY 12205

\$3,047,000 Comp Apr 2023

3. BOCES CTE Campus - Plumbing/HVAC

Jason Bruhn 518-452-8200 - 302 Washington Ave Ext Albany, NY 12203

\$1,512,800 Comp March 2023

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Air Traffic Control Center \$1,415,000.00 - 95%

72 Bed Hospitality House - \$614,000 - 5%

Siena College Science Building - \$6,081,000 - 9%

Flight Simulator Facility - 1,640,000 - 7%

Watervliet Arsenal - Paint Booth - \$640,300 - 75%

Hyatt House Mohawk Harbor - \$1,505,000 - 5%

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

No

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

No

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

No

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

No

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

Surety - Wendy Diaco - 25 Mohawk Ave Scotia, NY 12302 - 518-384-1100

Bank - Brian Stickles - 302 Main St Catskill, NY 12414 - 518-943-2600

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

See Attached

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

Collett Mechanical, Inc.

Correct Name of Bidder

(a) The business is a: S- Corp

(b) The address of principal place of business is: 138 Sicker Rd Latham, NY 12110

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

Jack E. Collett - President

Kevin P. Farrell - Secretary

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Collett Mechanical, Inc.
Firm

Dated: 03/20/2025

By  _____

Kevin Farrell
(Typed)

COLLETT MECHANICAL, INC. AND AFFILIATES

**Consolidated Financial Statements
and Independent Accountant's Review Report**

December 31, 2023 and 2022

COLLETT MECHANICAL, INC. AND AFFILIATES

December 31, 2023 and 2022

Consolidated Financial Statements

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WOJESKI & COMPANY CPAs, P.C.

159 Wolf Road, Albany, New York 12205 | Phone 518-477-1102 | Fax 518-477-1302 | www.wojeskico.com

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors
Collett Mechanical, Inc. and Affiliates

We have reviewed the accompanying consolidated financial statements of Collett Mechanical, Inc. and Affiliates (the "Company"), which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of income, changes in shareholder's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the consolidated financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Consolidated Financial Statements

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

Accountant's Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the consolidated financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Basis for Qualified Conclusions

As discussed in Note A to the consolidated financial statements, the Company recognizes revenue from contracts using the percentage-of-completion method and has not determined revenue under Accounting Standards Codification 606, *Revenue from Contracts with Customers*. Management has not determined the effects of this departure from accounting principles generally accepted in the United States of America on the financial position, results of operations, and cash flows.

Qualified Conclusions

Based on our reviews, except for the effect of the matter disclosed in the Basis for Qualified Conclusions paragraph, we are not aware of any material modifications that should be made to the accompanying consolidated financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The accompanying supplementary information included in Schedules I, II, III and IV is presented for purposes of additional analysis and is not a required part of the basic consolidated financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the consolidated financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic consolidated financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

Wojeski & Company, CPAs, P.C.

Albany, New York
June 14, 2024

COLLETT MECHANICAL, INC. AND AFFILIATES**Consolidated Balance Sheets**

	December 31,	
	2023	2022
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 394,339	\$ 389,407
Contract receivables, net of allowance for credit losses of \$115,527 and \$50,000, respectively.	7,993,109	9,904,079
Costs and estimated earnings in excess of billings on uncompleted contracts	294,847	675,888
Prepaid expenses	165,234	154,189
Inventory	318,630	318,630
TOTAL CURRENT ASSETS	9,166,159	11,442,193
PROPERTY, PLANT AND EQUIPMENT		
Vehicles	1,671,108	1,491,733
Office equipment	272,606	272,606
Machinery and equipment	948,587	870,587
Building and improvements	3,249,123	3,249,123
	6,141,424	5,884,049
Less accumulated depreciation	2,832,277	2,596,873
	3,309,147	3,287,176
	<u>\$ 12,475,306</u>	<u>\$ 14,729,369</u>

See accompanying notes and independent accountant's review report.

	December 31,	
	2023	2022
LIABILITIES AND SHAREHOLDER'S EQUITY		
CURRENT LIABILITIES		
Lines of credit	\$ 975,000	\$ 1,828,506
Current portion of long-term debt	256,267	237,482
Accounts payable	2,810,131	2,588,803
Accrued expenses and payroll	734,043	734,965
Billings in excess of costs and estimated earnings on uncompleted contracts	897,469	1,633,149
Deferred revenue	-	17,025
TOTAL CURRENT LIABILITIES	5,672,910	7,039,930
Long-term debt, net of current portion	2,438,004	2,456,219
TOTAL LIABILITIES	8,110,914	9,496,149
SHAREHOLDER'S EQUITY		
Common stock, no par value, 100 shares authorized, issued and outstanding	-	-
Additional paid-in capital	100,000	100,000
Retained earnings	2,870,248	4,042,139
	2,970,248	4,142,139
NONCONTROLLING INTEREST IN AFFILIATES	1,394,144	1,091,081
TOTAL SHAREHOLDER'S EQUITY	4,364,392	5,233,220
	\$ 12,475,306	\$ 14,729,369

See accompanying notes and independent accountant's review report.

COLLETT MECHANICAL, INC. AND AFFILIATES**Consolidated Statements of Income**

	December 31,	
	2023	2022
REVENUE		
Contract	\$ 24,594,478	\$ 25,246,024
Service	<u>4,065,395</u>	<u>3,284,495</u>
TOTAL REVENUE	<u>28,659,873</u>	<u>28,530,519</u>
COSTS OF REVENUE		
Contract	18,419,386	20,743,595
Service	<u>2,868,334</u>	<u>2,382,817</u>
TOTAL COSTS OF REVENUE	<u>21,287,720</u>	<u>23,126,412</u>
GROSS PROFIT	7,372,153	5,404,107
INDIRECT COSTS OF REVENUE	561,317	557,242
GENERAL AND ADMINISTRATIVE EXPENSES	<u>3,564,197</u>	<u>3,018,919</u>
INCOME FROM OPERATIONS	3,246,639	1,827,946
OTHER INCOME (EXPENSES)		
Gain on disposal of assets	4,092	-
Other income	88	646
Other expense	(1,500)	-
Interest expense	<u>(192,308)</u>	<u>(165,197)</u>
TOTAL OTHER INCOME (EXPENSES)	<u>(189,628)</u>	<u>(164,551)</u>
NET INCOME BEFORE NONCONTROLLING INTEREST	3,057,011	1,663,395
NET INCOME ATTRIBUTABLE TO NONCONTROLLING INTEREST IN AFFILIATES	<u>(753,220)</u>	<u>(567,877)</u>
NET INCOME	<u>\$ 2,303,791</u>	<u>\$ 1,095,518</u>

See accompanying notes and independent accountant's review report.

COLLETT MECHANICAL, INC. AND AFFILIATES

Consolidated Statements of Changes in Shareholder's Equity

	Additional Paid-In Capital	Retained Earnings	Noncontrolling Interest in Affiliates	Total
Balance at December 31, 2021	\$ 100,000	\$ 4,110,907	\$ 702,780	\$ 4,913,687
Net income	-	1,095,518	567,877	1,663,395
Shareholder distributions	-	(1,164,286)	(179,576)	(1,343,862)
Balance at December 31, 2022	100,000	4,042,139	1,091,081	5,233,220
Net income	-	2,303,791	753,220	3,057,011
Shareholder distributions	-	(3,475,682)	(450,157)	(3,925,839)
Balance at December 31, 2023	\$ 100,000	\$ 2,870,248	\$ 1,394,144	\$ 4,364,392

See accompanying notes and independent accountant's review report.

COLLETT MECHANICAL, INC. AND AFFILIATES**Consolidated Statements of Cash Flows**

	Years Ended December 31	
	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 2,303,791	\$ 1,095,518
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation	264,001	224,823
Credit loss expense	65,527	-
Gain on disposal of assets	(4,092)	-
Increase in noncontrolling interest	753,220	567,877
Changes in operating assets and liabilities:		
Contract receivables	1,845,443	(4,080,439)
Costs and estimated earnings in excess of billings on uncompleted contracts	381,041	137,719
Prepaid expenses	(11,045)	(11,568)
Accounts payable	221,328	445,792
Accrued expenses and payroll	(922)	(6,313)
Billings in excess of costs and estimated earnings on uncompleted contracts	(735,680)	1,181,336
Deferred revenue	(17,025)	926
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	5,065,587	(444,329)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property, plant and equipment	-	(241,158)
NET CASH USED IN INVESTING ACTIVITIES	-	(241,158)

See accompanying notes and independent accountant's review report.

COLLETT MECHANICAL, INC. AND AFFILIATES**Consolidated Statements of Cash Flows--Continued**

	Years Ended December 31	
	2023	2022
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments under long-term debt agreements	\$ (281,310)	\$ (196,088)
Proceeds from (payments on) lines of credit, net	(853,506)	1,828,506
Distributions to shareholder	(3,475,682)	(1,164,286)
Distributions to noncontrolling interests in affiliates	(450,157)	(179,576)
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	(5,060,655)	288,556
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	4,932	(396,931)
Cash and cash equivalents at beginning of year	389,407	786,338
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u>\$ 394,339</u>	<u>\$ 389,407</u>
SUPPLEMENTAL DISCLOSURES:		
Cash paid during the year for interest	<u>\$ 192,308</u>	<u>\$ 165,197</u>
SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Property, plant and equipment additions	\$ 320,922	\$ 576,104
Less amount financed through long-term debt	(320,922)	(334,947)
Purchase of property, plant, and equipment	<u>\$ -</u>	<u>\$ 241,157</u>
Long-term debt retired through refinancing	<u>\$ 39,042</u>	<u>\$ 667,449</u>

See accompanying notes and independent accountant's review report.

COLLETT MECHANICAL, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

December 31, 2023 and 2022

NOTE A--ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

Collett Mechanical, Inc. and Affiliates (the Company) is a closely held corporation formed in 1994. The Company is engaged primarily in the installation of plumbing, heating, and air conditioning systems for commercial and industrial facilities generally performed under fixed price contracts as modified from time to time, the majority of which are one year or less.

The following is a summary of the significant accounting policies of the Company:

Consolidated Variable Interest Entities

Collett Mechanical, Inc. is the primary beneficiary of Collett Mechanical Service, Inc., which is considered a variable interest entity. Accordingly, the assets and liabilities and revenues and expenses of Collett Mechanical Service, Inc. have been included in the Company's consolidated financial statements. Collett Mechanical Service, Inc. was formed for the purposes of performing service and maintenance contracts. As of December 31, 2023 and 2022, the consolidated amounts consisted of the following:

	<u>2023</u>	<u>2022</u>
Assets	<u>\$ 2,134,013</u>	<u>\$ 2,078,704</u>
Liabilities	<u>\$ 570,818</u>	<u>\$ 784,050</u>
Revenues	<u>\$ 4,132,129</u>	<u>\$ 3,490,753</u>
Expenses	<u>\$ 3,459,322</u>	<u>\$ 2,986,061</u>
Net income	<u>\$ 672,807</u>	<u>\$ 504,692</u>

Collett Mechanical, Inc. is also the primary beneficiary of DJCD Realty, LLC, which is considered a variable interest entity. Accordingly, the assets and liabilities and revenues and expenses of DJCD Realty, LLC have been included in the Company's consolidated financial statements. DJCD Realty, LLC was formed to hold real estate. As of December 31, 2023 and 2022, the consolidated amounts consisted of the following:

	<u>2023</u>	<u>2022</u>
Assets	<u>\$ 1,212,899</u>	<u>\$ 1,220,981</u>
Liabilities	<u>\$ 1,363,480</u>	<u>\$ 1,416,366</u>
Revenues	<u>\$ 231,167</u>	<u>\$ 229,587</u>
Expenses	<u>\$ 140,473</u>	<u>\$ 145,259</u>
Net income	<u>\$ 90,694</u>	<u>\$ 84,328</u>

COLLETT MECHANICAL, INC. AND AFFILIATES

Notes to Consolidated Financial Statements--Continued

NOTE A--ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES--Continued

Collett Mechanical, Inc. is also the primary beneficiary of DJCD Cortland Realty, LLC, which is considered a variable interest entity. Accordingly, the assets and liabilities and revenues and expenses of DJCD Cortland Realty, LLC have been included in the Company's consolidated financial statements. DJCD Cortland Realty, LLC was formed in the current year to hold real estate. As of December 31, 2023 and 2022, the consolidated amounts consisted of the following:

	<u>2023</u>	<u>2022</u>
Assets	\$ <u>904,019</u>	\$ <u>944,542</u>
Liabilities	\$ <u>922,489</u>	\$ <u>952,730</u>
Revenues	\$ <u>96,006</u>	\$ <u>74,000</u>
Expenses	\$ <u>106,287</u>	\$ <u>95,143</u>
Net loss	\$ <u>(10,281)</u>	\$ <u>(21,143)</u>

All intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. In these consolidated financial statements, certain assets and liabilities, and earnings from contracts involve extensive reliance on management's estimates. Actual results could differ from those estimates.

Cash and Cash Equivalents

For the purpose of reporting on the accompanying consolidated balance sheet and statement of cash flows, the Company considers all cash accounts, which are not subject to withdrawal restrictions or penalties, to be cash equivalents.

The Company's cash balances in financial institutions may at times exceed federally insured limits.

Contract Receivables

Contract receivables are non-interest-bearing short-term customer obligations and are stated at the amount invoiced to customers less an allowance for credit losses. Contract receivables represent the Company's unconditional right to receive consideration arising from the performance under contracts with customers.

COLLETT MECHANICAL, INC. AND AFFILIATES

Notes to Consolidated Financial Statements--Continued

NOTE A--ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES--Continued

Contract Receivables--Continued

The allowance for credit losses is based on the Company's historic losses based on the aging of receivables. The estimate is adjusted for management's assessment of current economic conditions, reasonable and supportable forecasts regarding future events, and any other factors deemed relevant by the Company.

Contract receivables are written off and charged against the allowance for credit losses when the Company determines that it is probable the receivable will not be recovered. If any recoveries are made from amounts previously written off, the recoveries will be recognized in income or an offset to credit loss expense in the year of recovery.

Inventory

Inventory consists of equipment parts, reusable materials, and accessories, and is stated at the lower of cost or market.

Property, Plant and Equipment

Property, plant, and equipment are recorded at cost. The cost of property and equipment is depreciated using the straight-line method over the estimated useful lives of the related assets, generally ranging from 3 to 39 years. Expenditures for acquisitions, renewals and betterments that extend the useful lives of the property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred.

Revenue and Cost Recognition

The Company recognizes revenue from contracts using the percentage-of-completion method, measured by the percentage of cost incurred to date to estimated total cost for each contract. Management considers total costs to date to total estimated contract costs to be the best available measure of progress on the contracts. Management has not adopted the accounting pronouncements of Accounting Standards Codification 606, *Revenue from Contracts with Customers*.

Contract costs include all direct material, subcontractors and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs and depreciation. General and administrative costs are charged to expense as incurred.

Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements, are accounted for as changes in estimates in the current period. The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenue recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenue recognized.

COLLETT MECHANICAL, INC. AND AFFILIATES

Notes to Consolidated Financial Statements--Continued

NOTE A--ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES--Continued

Revenue and Cost Recognition--Continued

Service revenue is derived from maintenance or time and materials contracts. The revenue is recognized as the services are performed or, in the case of a maintenance contract, ratably over the maintenance term.

Due to inherent uncertainties in the Company's estimation process, and uncertainties relating to future performance as the contracts are completed, it is at least reasonably possible that estimated revenue and costs, in total or on individual contracts, will be revised.

Warranty Liability

The Company's warranty provisions will depend on the contract, but generally cover a period of up to one year from completed installation. Accordingly, the Company has established a warranty liability accrual at December 31, 2023 and 2022, of \$46,243 and \$51,859, respectively, which is included in the consolidated balance sheet caption "accrued expenses and payroll."

Income Taxes

The shareholder of Collett Mechanical, Inc. has elected under Subchapter "S" of the Internal Revenue Code to be treated as a "small business corporation." Collett Mechanical Service, Inc. has made the same election. As a result of this election, no federal income tax provision has been included in the consolidated financial statements since income or loss of the corporations for each year will be reported on the individual income tax return of its shareholder with the resulting income taxes paid by the shareholder. Some states, municipalities and foreign countries impose income taxes on corporations electing Subchapter "S" status. DJCD Realty, LLC and DJCD Cortland Realty, LLC are limited liability companies. A provision for income tax is not included in the consolidated financial statements as their income is taxed similar to a partnership. The members are taxed on their share of the limited liability companies' income.

The Company is no longer subject to income tax examinations by federal or state tax authorities for years before 2020, and currently, there are no income tax examinations in process nor has the Company been informed of any pending income tax examinations. Management has evaluated the Company's tax positions, including interest and penalties attributable thereto, and concluded that the Company has no income tax positions that required adjustment to its financial statements as of December 31, 2023 and 2022.

Accounting Standards Update Adopted

On January 1, 2023, the Company adopted FASB ASU 2016-13, *Financial Instruments - Credit Losses (Topic 326); Measurement of Credit Losses on Financial Instruments*, as amended, which modifies the measurement of expected credit losses on certain financial instruments that are measured at amortized cost, such as contract receivables. The most significant change in this standard is a shift from the incurred loss model to the expected loss model.

COLLETT MECHANICAL, INC. AND AFFILIATES

Notes to Consolidated Financial Statements--Continued

NOTE A--ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES--Continued

Accounting Standards Update Adopted--Continued

Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses.

The Company adopted the new standard using the modified retrospective method for all financial assets measured at amortized cost as of January 1, 2023. A cumulative-effect adjustment of the beginning balance of retained earnings was not required. Results for reporting periods beginning prior to January 1, 2023 continue to be reported in accordance with the Company's historical accounting treatment.

Subsequent Events

The Company has evaluated for subsequent events between the consolidated balance sheet date of December 31, 2023 and June 14, 2024, the date the consolidated financial statements were available to be issued.

NOTE B--CONTRACT RECEIVABLES, NET OF ALLOWANCE FOR CREDIT LOSSES

Contract receivables consist of the following at December 31:

	<u>2023</u>	<u>2022</u>
Contract receivable	\$ 5,938,344	\$ 7,418,206
Retainage	<u>2,170,292</u>	<u>2,535,873</u>
	8,108,636	9,954,079
Less allowance for credit losses	<u>(115,527)</u>	<u>(50,000)</u>
	<u>\$ 7,993,109</u>	<u>\$ 9,904,079</u>

The Company had the following activity for its allowance for credit losses for accounts receivable for the year ended December 31, 2023:

	<u>2023</u>	<u>2022</u>
Beginning balance	\$ 50,000	\$ 50,000
Provision for expected credit losses	65,527	-
Write-offs	-	-
Ending balance	<u>\$ 115,527</u>	<u>50,000</u>

COLLETT MECHANICAL, INC. AND AFFILIATES

Notes to Consolidated Financial Statements--Continued

NOTE C--UNCOMPLETED CONTRACTS

Costs, estimated earnings, and billings on uncompleted contracts are summarized as follows at December 31:

	<u>2023</u>	<u>2022</u>
Costs incurred on uncompleted contracts	\$ 23,113,397	\$ 24,682,853
Estimated earnings	<u>6,859,634</u>	<u>7,465,332</u>
	29,973,031	32,148,185
Less: billings to date	<u>30,575,653</u>	<u>33,105,446</u>
	<u>\$ (602,622)</u>	<u>\$ (957,261)</u>

The amounts shown above are included in the accompanying consolidated balance sheet under the following captions:

	<u>2023</u>	<u>2022</u>
Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 294,847	\$ 675,888
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>(897,469)</u>	<u>(1,633,149)</u>
	<u>\$ (602,622)</u>	<u>\$ (957,261)</u>

NOTE D--LINES OF CREDIT

Collett Mechanical, Inc. has available a \$2,000,000 revolving line of credit with a bank, collateralized by all assets of the Company and guaranteed by Collett Mechanical Services, Inc. and Collett Mechanical, Inc's sole shareholder. Interest is payable monthly at the prime rate (8.50% at December 31, 2023), with a floor of 3.25%. The balance outstanding on the line was \$900,000 and \$1,628,506 as of December 31, 2023 and 2022, respectively.

Collett Mechanical, Inc. has available a \$500,000 equipment line of credit with a bank. Interest is payable at the prime rate plus .5% (9.00% at December 31, 2023), with a floor of 3.75%. Withdrawals on the line are collateralized by specific vehicles or equipment purchased through the line of credit. The line is guaranteed by Collett Mechanical Services, Inc and Collett Mechanical, Inc's sole shareholder. At December 31, 2023 and 2022, the Company had no outstanding balance.

Collett Mechanical Service, Inc. has available a \$200,000 equipment line of credit with a bank. Interest is payable at the prime rate (8.5% at December 31, 2023), with a floor of 3.25%. Withdrawals on the line are collateralized by all business assets of Collett Mechanical Service, Inc. and is guaranteed by Collett Mechanical, Inc. and Collett Mechanical, Inc's sole shareholder. The outstanding balance on the line was \$75,000 and \$200,000 as of December 31, 2023 and 2022, respectively.

COLLETT MECHANICAL, INC. AND AFFILIATES**Notes to Consolidated Financial Statements--Continued****NOTE E--LONG-TERM DEBT**

Long-term debt, summarized by debtor, consisted of the following at December 31:

	<u>2023</u>	<u>2022</u>
<u>Collett Mechanical, Inc.</u>		
Notes payable to various financial institutions, payable in monthly installments ranging from \$650 to \$5,623, plus interest ranging from 2.90% to 8.20%, due at various times through September 2028 collateralized by various assets of the Company.	\$ 356,468	\$ 300,087
<u>Collett Mechanical Service, Inc.</u>		
Notes payable to various financial institutions, payable in monthly installments of \$924 to \$1,631, plus interest ranging from 3.75% to 5.99%, due at various times through March 2029, collateralized by vehicles.	55,682	24,788
<u>DJCD Realty, LLC</u>		
Mortgage note payable with a fixed interest rate of 3.49%, payable in monthly installments of \$8,732, through April 2041. The interest rate is subject to a reset after 10 years and every 5 years thereafter, based on the Federal Home Loan Bank 10-year Amortizing Advance rate plus a margin of 3% per annum. The mortgage is collateralized by real property and is guaranteed by the sole shareholder of Collett Mechanical Service, Inc and Collett Mechanical, Inc.	1,360,532	1,416,096
<u>DJCD Cortland Realty, LLC</u>		
Mortgage note payable with a fixed interest rate of 4.49%, payable in monthly installments of \$5,957 including interest, through May, 2043, collateralized by the land, building and building improvements.	921,589	952,730
	2,694,271	2,693,701
Less current portion	(256,267)	(237,482)
Long-term	<u>\$ 2,438,004</u>	<u>\$ 2,456,219</u>

COLLETT MECHANICAL, INC. AND AFFILIATES**Notes to Consolidated Financial Statements--Continued****NOTE E--LONG-TERM DEBT--Continued**

The principal maturities of long-term debt are as follows:

Year Ended December 31,	
2024	\$ 256,267
2025	171,883
2026	180,021
2027	158,914
2028	122,901
Thereafter	<u>1,804,285</u>
	<u>\$ 2,694,271</u>

Management believes the Company was in compliance with all covenants to which it is subject.

NOTE F--EMPLOYEE BENEFIT PLAN

The Company maintains a 401(k) profit sharing plan (the Plan) covering substantially all employees, subject to certain eligibility requirements. Eligible employees may make salary deferral contributions subject to limitations under Internal Revenue Code Section 401(k). Employer contributions to the Plan are discretionary and are determined annually by the Board of Directors. The Company made a profit sharing contribution of approximately \$76,000 and \$77,000 the years ended December 31, 2023 and 2022, respectively.

NOTE G--RELATED PARTY TRANSACTIONS

The Company performs subcontractor services for another entity that is minority owned by the sole shareholder of the Company. Revenues received from that entity were approximately \$324,000 and \$93,000 for the years ended December 31, 2023 and 2022, respectively.

NOTE H--MULTI-EMPLOYER PENSION AND POST RETIREMENT PLAN

In connection with its collective bargaining agreement with various unions, the Company participates with other companies in the construction industry in defined benefit pension plans. These plans cover the Company's employees who are members of the unions.

The following table summarizes the Company's participation in significant defined benefit plans:

COLLETT MECHANICAL, INC. AND AFFILIATES**Notes to Consolidated Financial Statements--Continued****NOTE H--MULTI-EMPLOYER PENSION AND POST RETIREMENT PLAN--Continued**

Pension Fund	EIN/Pension Plan Number	Pension Protection Act Zone Status 2023	Contributions 2023	Expiration Date of Collective Bargaining Agreement
Local 7	91-2055384-001	Green	\$ 948,805	4/30/25

Certified zone status (as defined by the Pension Protection Act) represents the level at which the plan is funded. Plans in the red zone are less than 65% funded; plans in the yellow zone are less than 80% funded; and plans in the green zone are at least 80% funded. The Company's contributions to all multi-employer defined benefit plans which employees participate in totaled \$1,019,280 and \$1,093,228 for the years ended December 31, 2023 and 2022, respectively.

NOTE I--MAJOR CONCENTRATIONSConcentration by revenue source--Continued

Approximately 67% and 68% of the Company's revenue for the years ended December 31, 2023 and 2022, was from five and three customers, respectively. Approximately 43% and 58% of the contract receivable balance at December 31, 2023 and 2022, were due from three and five customers, respectively.

Concentration by distributor

Approximately 48% and 90% of the Company's material and supply purchases were from four distributors and two distributors, for the years ended December 31, 2023 and 2022, respectively.

Concentration by labor union

Approximately 86% and 88% of the Company's contract labor were from three labor unions, for the years ended December 31, 2023 and 2022.

SUPPLEMENTARY INFORMATION

COLLETT MECHANICAL, INC. AND AFFILIATES**Consolidated Costs of Revenue (Schedule I)**

	Years Ended December 31	
	2023	2022
COSTS OF REVENUE		
Materials	\$ 6,668,641	\$ 7,366,755
Labor	5,719,438	6,181,700
Subcontractors	3,692,755	3,574,224
Payroll fringes and taxes	2,690,556	3,265,367
Equipment	1,987,915	2,126,520
Insurance	386,897	454,017
Fuel	10,470	14,000
Other equipment costs	131,048	143,829
TOTAL COSTS OF REVENUE	<u>\$ 21,287,720</u>	<u>\$ 23,126,412</u>

See independent accountant's review report.

COLLETT MECHANICAL, INC. AND AFFILIATES**Consolidated General and Administrative Expenses (Schedule II)**

	Years Ended December 31	
	2023	2022
GENERAL AND ADMINISTRATIVE EXPENSES		
Salaries and wages	\$ 1,821,557	\$ 1,546,783
Payroll taxes and benefits	670,086	472,773
Depreciation	264,001	224,823
Materials and supplies	128,696	98,844
Dues and subscriptions	108,617	78,630
Equipment	94,535	104,817
Taxes and licenses	89,174	73,405
Automobile	69,443	88,378
Telephone	75,551	79,118
Credit loss expense	65,527	-
Utilities	53,031	59,319
Repairs and maintenance	40,493	27,915
Professional fees	34,625	34,195
Computer	16,446	20,382
Travel	5,847	21,712
Charitable contributions	4,500	21,063
Bond expense	4,375	-
Postage	2,822	1,671
Bank fees	1,630	5,169
Marketing and development	1,155	33,500
Advertising	275	12,385
Landscaping	-	3,735
Other expenses	11,811	10,302
TOTAL GENERAL AND ADMINISTRATIVE EXPENSES	<u>\$ 3,564,197</u>	<u>\$ 3,018,919</u>

See independent accountant's review report.

COLLETT MECHANICAL, INC. AND AFFILIATES**Consolidated Earnings from Contracts (Schedule III)****For the year ended December 31, 2023**

	<u>Contract Revenue Earned</u>	<u>Cost of Revenue Earned</u>	<u>Gross Profit</u>
Contracts completed during the year	\$ 28,556,892	\$ 21,440,306	\$ 7,116,586
Contracts in progress at year end	29,973,031	23,113,397	6,859,634
Contracts in progress in prior year	<u>(33,935,445)</u>	<u>(26,134,317)</u>	<u>(7,801,128)</u>
	<u>\$ 24,594,478</u>	<u>\$ 18,419,386</u>	6,175,092
Service contracts	<u>\$ 4,065,395</u>	<u>\$ 2,868,334</u>	<u>1,197,061</u>
TOTAL GROSS PROFIT			<u>\$ 7,372,153</u>

See independent accountant's review report.

COLLETT MECHANICAL, INC. AND AFFILIATES

Consolidated Contracts Completed and in Progress (Schedule IV)

Year Ended December 31, 2023

Job #	Description	Estimated Cost at Completion	Estimated Gross Profit	Est Gross Profit %	Actual Costs to Date	Percent Complete	Gross Profit to Date	Recognized Revenue to Date	Costs & Earnings in Excess of Billing	Billings in Excess of Costs & Earnings	Costs Prior Year	Costs This Year	Billings Prior Year	Billings This Year	Billings to Date	Cost to Complete
17-039	Gilboa	653,597	184,416	28.22%	469,181	100.00%	184,416	469,181	-	-	646,011	1,133,131	7,586	7,586	653,597	-
20-006	Regeneron B17 Fill-Finish Pib	4,018,592	713,831	17.76%	3,304,761	100.00%	713,831	3,304,761	-	-	4,018,592	3,294,850	7,742	7,742	4,018,592	-
20-008	Deemed	926,020	747,322	19.30%	174,698	100.00%	174,698	926,020	-	-	926,020	926,020	18,007	18,007	944,027	-
20-009	OGS Greene CF	311,355	242,894	21.99%	68,461	100.00%	68,461	311,355	-	-	311,355	219,552	907,430	907,430	1,118,880	-
20-036	Hoodack Valley OGS Greene County	17,032	17,032	100.00%	22,468	100.00%	22,468	17,032	-	-	17,032	17,032	181,575	181,575	198,606	-
20-037	Halfmoon-Waterford Fire District #1	15,659	12,252	77.99%	3,407	100.00%	3,407	15,659	-	-	15,659	15,659	34,300	34,300	39,950	-
20-047	Halfmoon-Waterford Fire District #1	1,000,917	948,748	94.80%	52,169	100.00%	52,169	1,000,917	-	-	1,000,917	1,000,917	15,448	15,448	1,016,365	-
21-012	BOCES CTE Camps	2,056,027	1,710,550	83.20%	345,477	100.00%	345,477	2,056,027	-	-	2,056,027	2,056,027	80,466	80,466	2,136,493	-
21-014	Regeneron B17 Fill-Finish Pib	1,794,176	339,205	18.91%	1,454,971	100.00%	339,205	1,454,971	-	-	1,794,176	1,794,176	4,411	4,411	1,800,587	-
21-020	East Greenbush USD	712,530	790,029	110.88%	7,499	100.00%	7,499	712,530	-	-	712,530	712,530	1,973,351	1,973,351	2,685,881	-
21-021	Regeneron B17 Fill-Finish Pib	1,151,176	8,362	0.73%	1,151,176	100.00%	8,362	1,151,176	-	-	1,151,176	1,151,176	23,445	23,445	1,174,621	-
21-029	Blain Chastewater	697,044	644,282	92.43%	52,762	100.00%	52,762	697,044	-	-	697,044	697,044	689,085	689,085	1,386,129	-
21-037	Crane/Cat C3-A Exp	1,265,503	987,788	77.99%	277,715	100.00%	277,715	1,265,503	-	-	1,265,503	1,265,503	106,956	106,956	1,372,459	-
21-041	Benjamin Moore	810,157	681,118	84.05%	129,039	100.00%	129,039	810,157	-	-	810,157	810,157	15,623	15,623	825,780	-
21-044	60 Cobles Ave	147,288	72,632	49.30%	74,656	100.00%	74,656	147,288	-	-	147,288	147,288	3,418	3,418	150,706	-
21-045	Regeneron B17 Fill-Finish Pib	1,168,894	3,313,362	284.30%	2,144,468	100.00%	3,313,362	1,168,894	-	-	1,168,894	1,168,894	2,028	2,028	1,170,922	-
22-006	Huck Finn	79,500	35,289	44.39%	44,211	100.00%	35,289	79,500	-	-	79,500	79,500	37,100	37,100	116,600	-
22-009	Williams Surgery	147,686	74,718	50.61%	72,968	100.00%	72,968	147,686	-	-	147,686	147,686	100,045	100,045	247,731	-
22-018	70 Cobles Hill Room Flup	106,439	50,191	47.16%	56,248	100.00%	56,248	106,439	-	-	106,439	106,439	8,128	8,128	114,567	-
22-023	121 Berrett Rd	55,495	15,984	28.80%	39,511	100.00%	15,984	55,495	-	-	55,495	55,495	33,371	33,371	88,866	-
22-025	Bunt Crane Salubr	57,376	44,115	76.90%	13,261	100.00%	13,261	57,376	-	-	57,376	57,376	21,375	21,375	78,751	-
22-026	B16 Grinder Pump	81,868	63,238	77.25%	18,630	100.00%	18,630	81,868	-	-	81,868	81,868	1,488	1,488	83,356	-
22-027	BBL Office Gym Renovation	12,849	9,288	72.30%	3,561	100.00%	3,561	12,849	-	-	12,849	12,849	9,655	9,655	22,504	-
22-029	Regeneron B17 Fill-Finish Pib	21,851	13,944	63.82%	7,907	100.00%	7,907	21,851	-	-	21,851	21,851	15,200	15,200	37,051	-
22-031	501 New Kimer Rd	96,000	66,263	69.13%	29,737	100.00%	29,737	96,000	-	-	96,000	96,000	4,860	4,860	100,860	-
22-032	Waltschaf B32 2nd Fl Reno	58,500	66,263	113.39%	7,763	100.00%	7,763	58,500	-	-	58,500	58,500	21,016	21,016	79,516	-
22-035	Waltschaf B32 2nd Fl Reno	31,931	11,502	36.02%	20,429	100.00%	11,502	31,931	-	-	31,931	31,931	19,823	19,823	51,754	-
22-036	Dr Brass Reno	12,995	12,608	96.97%	387	100.00%	387	12,995	-	-	12,995	12,995	12,608	12,608	25,603	-
22-037	2 Delaides Drive	14,265	7,110	49.85%	7,155	100.00%	7,110	14,265	-	-	14,265	14,265	6,501	6,501	20,766	-
22-042	Regeneron B17 Breakroom	8,752	12,246	139.92%	3,494	100.00%	12,246	8,752	-	-	8,752	8,752	9,038	9,038	17,790	-
22-043	1028 Broadway	43,143	30,897	71.62%	12,246	100.00%	12,246	43,143	-	-	43,143	43,143	3,675	3,675	46,818	-
22-044	Park South Water Meter	3,675	2,822	76.81%	853	100.00%	2,822	3,675	-	-	3,675	3,675	3,675	3,675	7,350	-
22-700	2023 Warranty Work	-	9,892	#DIV/0!	9,892	100.00%	9,892	-	-	-	9,892	9,892	-	-	-	-
23-001	2023 Misc. Jobs	21,154	3,006	14.21%	18,148	100.00%	3,006	21,154	-	-	21,154	21,154	23,154	23,154	44,308	-
23-002	Adkins Bldg 603	314,470	29,590	9.41%	284,880	100.00%	29,590	314,470	-	-	314,470	314,470	7,150	7,150	321,620	-
23-003	Adkins Bldg 603	1,150	40,447	3516.52%	39,297	100.00%	40,447	1,150	-	-	1,150	1,150	97,275	97,275	98,425	-
23-004	258 Hoodack St	97,375	57,328	58.78%	40,047	100.00%	57,328	97,375	-	-	97,375	97,375	140,288	140,288	237,663	-
23-005	Regeneron B85 Bathrooms	140,288	116,980	83.38%	23,308	100.00%	23,308	140,288	-	-	140,288	140,288	8,795	8,795	149,083	-
23-007	Waltschaf B30 1st Fl Demo	6,795	7,954	117.04%	1,159	100.00%	7,954	6,795	-	-	6,795	6,795	2,893,789	2,893,789	2,900,584	-
23-008	Waltschaf B30 1st Fl Demo	2,893,789	1,655,868	57.22%	1,237,921	100.00%	1,655,868	2,893,789	-	-	2,893,789	2,893,789	116,413	116,413	3,010,202	-
23-009	Laurel Hill	1,150	107,254	9326.04%	106,104	100.00%	107,254	1,150	-	-	1,150	1,150	17,400	17,400	18,550	-
23-010	4 Winners Circle - MCD	13,400	12,932	96.47%	568	100.00%	12,932	13,400	-	-	13,400	13,400	16,022	16,022	32,422	-
23-011	100 Cobles - Tenant Flup	166,848	43,656	26.17%	123,192	100.00%	43,656	166,848	-	-	166,848	166,848	61,022	61,022	227,870	-
23-012	Airport Coworking Space	61,022	45,921	75.25%	15,101	100.00%	15,101	61,022	-	-	61,022	61,022	5,825	5,825	66,847	-
23-013	WFC Flup	15,400	5,825	38.48%	9,575	100.00%	5,825	15,400	-	-	15,400	15,400	17,200	17,200	32,600	-
23-014	WFC Flup	15,400	5,825	38.48%	9,575	100.00%	5,825	15,400	-	-	15,400	15,400	17,200	17,200	32,600	-
23-015	Schoolhouse Rd Pk	91,549	65,185	71.10%	26,364	100.00%	26,364	91,549	-	-	91,549	91,549	91,310	91,310	182,859	-
23-017	Regeneron B30 1st Fl Reno	212,751	153,129	71.98%	59,622	100.00%	59,622	212,751	-	-	212,751	212,751	75,683	75,683	288,434	-
23-019	1204 Kings Rd Warehouse	91,310	11,627	12.73%	79,683	100.00%	11,627	91,310	-	-	91,310	91,310	98,507	98,507	189,817	-
23-020	42 Corporate Circle	98,507	86,993	87.30%	11,514	100.00%	11,514	98,507	-	-	98,507	98,507	36,450	36,450	134,957	-
23-021	WFC Flup	31,491	21,463	68.22%	10,028	100.00%	21,463	31,491	-	-	31,491	31,491	100,519	100,519	132,010	-
23-022	Fort Hunter Fire Dept.	36,561	20,123	54.81%	16,438	100.00%	20,123	36,561	-	-	36,561	36,561	100,519	100,519	137,070	-
23-023	Fort Hunter Fire Dept.	100,519	80,386	80.38%	20,133	100.00%	20,133	100,519	-	-	100,519	100,519	15,943	15,943	116,462	-
23-024	Hudson Headwaters	10,940	10,613	97.00%	327	100.00%	10,613	10,940	-	-	10,940	10,940	15,943	15,943	26,883	-
23-025	Regeneron B7 VAV Piping	15,943	1,034	6.49%	14,909	100.00%	1,034	15,943	-	-	15,943	15,943	17,597	17,597	33,540	-
23-026	Regeneron B11 Condensate	17,597	13,508	76.24%	4,089	100.00%	4,089	17,597	-	-	17,597	17,597	3,450	3,450	21,047	-
23-027	Regeneron B11 Condensate	3,450	2,094	60.70%	1,356	100.00%	2,094	3,450	-	-	3,450	3,450	5,307	5,307	8,757	-
23-030	Decommission Water Heater	5,307	2,094	39.46%	3,213	100.00%	2,094	5,307	-	-	5,307	5,307	7,847	7,847	13,154	-
23-031	Travelers	24,580	11,012	44.84%	13,568	100.00%	13,568	24,580	-	-	24,580	24,580	48,649	48,649	73,229	-
23-033	Croa 1367 2nd Fl Reno	78,467	28,818	36.73%	49,649	100.00%	28,818	78,467	-	-	78,467	78,467	5,490	5,490	83,957	-
23-036	Utility House Misc Work	5,490	3,653	66.54%	1,837	100.00%	1,837	5,490	-	-	5,490	5,490	8,990	8,990	14,480	-
23-038	Utility House Misc Work	18,924	11,223	59.31%	7,701	100.00%	7,701	18,924	-	-	18,924	18,924	17,597	17,597	36,521	-
23-039	2 Fallasades Water Meter	3,660	2,704	73.88%	956	100.00%	2,704	3,660	-	-	3,660	3,660	17,597	17,597	21,257	-
23-043	Plog Power T&V	17,529	16,547	94.43%	982	100.00%	982	17,529	-	-	17,529	17,529	18,535	18,535	36,064	-
23-044	CROA MRI & CT Replacement	18,535	17,915	96.71%	620	100.00%	620	18,535	-	-	18,535	18,535	18,535	18,535	37,070	-
23-045	Well Now Ballston Spa	18,350	7,550	41.14%	10,800	100.00%	7,550	18,350	-	-	18,350	18,350	15,760	15,760	34,110	-
23-046	Well Now Ballston Spa	15,760	7,740	49.11%	8,020	100.00%	7,740	15,760	-	-	15,760	15,760	9,870	9,870	25,630	-
23-048	OC Koenig B12 Water Meter	15,760	11,436	72.63%	4,324	100.00%	4,324	15,760	-	-	15,760	15,760	36,459	36,459	52,219	-
23-050	OC Koenig B12 Water Meter	36,459	25,023	68.64%	11,436	100.00%	11,43									

COLLETT MECHANICAL, INC. AND AFFILIATES
Consolidated Contracts Completed and In Progress (Schedule IV) - Continued

Year Ended December 31, 2023

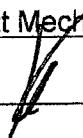
Job #	Description	Revised Contract	Estimated Cost at Completion	Estimated Gross Profit	Est. Gross Profit %	Actual Costs to Date	Percent Comp. %	Gross Profit to Date	Recognized Revenue to Date	Costs in Excess of Billings	Billings in Excess of Costs	Costs Prior Year	Costs This Year	Billings Prior Year	Billings This Year	Billings to Date	Cost to Complete
20-050	Ox Yarnbrough Apartments	7,784,074	3,470,000	4,314,074	55.42%	3,417,790	98.50%	4,249,164	7,666,954	24,716	92,846	2,839,155	5,780,908	1,861,331	7,642,239	7,642,239	52,310
21-004	Regeneron Capital McGee	7,737,415	7,901,210	31,205	0.41%	7,788,640	98.32%	31,665	7,800,105	22	92,846	5,021,604	2,747,036	2,028,836	7,893,150	7,893,150	132,570
21-048	Regeneron Capital McGee	7,737,415	7,901,210	31,205	0.41%	7,788,640	98.32%	31,665	7,800,105	22	92,846	5,021,604	2,747,036	2,028,836	7,893,150	7,893,150	132,570
22-013	Autocap Drive MOB	1,449,726	2,260,000	285,726	19.85%	759,521	65.46%	185,977	662,408	42,416	48,876	1,282,592	2,780,155	332,702	339,684	662,386	171,209
22-033	745 Broadway	1,046,362	890,000	156,362	21.00%	2,186,525	92.19%	583,770	2,780,155	-	48,876	1,282,592	2,780,155	332,702	339,684	662,386	400,480
22-033	The Ritz - Cellular City	640,845	540,000	100,845	15.74%	373,950	92.35%	68,635	443,785	-	43,067	168,303	651,634	335,310	674,039	2,867,571	3,475
22-038	Midcapex Corporate	377,781	290,000	87,781	23.24%	373,950	92.35%	68,635	443,785	-	43,067	168,303	651,634	335,310	674,039	2,867,571	6,475
22-038	Midcapex Corporate	377,781	290,000	87,781	23.24%	373,950	92.35%	68,635	443,785	-	43,067	168,303	651,634	335,310	674,039	2,867,571	6,475
22-038	Midcapex Corporate	377,781	290,000	87,781	23.24%	373,950	92.35%	68,635	443,785	-	43,067	168,303	651,634	335,310	674,039	2,867,571	6,475
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,658	5,269,316	-	513,086	32,881	4,406,658	53,770	454,783	497,393	166,050
22-041	The Real McCoy	677,446	570,000	107,446	15.87%	4,086,658	93.97%	860,6									

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

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

Firm: Collett Mechanical, Inc.

By: 
(Signature)

Kevin Farrell
(Typed)

Title: CFO

Date: 03/20/2025

Plumbers and Steamfitters Local 7
Joint Apprenticeship and Training Committee

18 Avis Drive • Latham, New York 12110
www.ualocal7.org • (518) 785-9844

Mechanical Contractors Association

Joseph Burniche, Co-Chairman
Theodore Lounsbury
Jesse Gorman

Plumbers and Steamfitters Local 7

Brian Lydon, Co-Chairman
Daniel Bliven
Omar Rivera

March 14, 2024

Re: Collett Mechanical
138 Sicker Rd
Latham, NY 12110

To Whom It May Concern:

Collett Mechanical is a signatory contractor in good standing with Plumbers and Steamfitters Local 7. Local 7 Apprenticeship Program is a New York State registered apprenticeship Program. Apprentices employed through Local 7 are registered with the NYS Department of Labor.

Sincerely,



Edward Nadeau
Business Manager





**Department
of Labor**

New York State Department of Labor

Apprentice Training Program Registration Agreement

Revision ☒

Nature of Change: Wage Rate Change
add Christine Fass as Signatory
Remove Bryan Puspurs as Signatory
Add Seth Madden

State Use Only	
AT Sponsor No.	<u>20334</u>
ATP Code	<u>33-295</u>
Effective Date of AT Program	<u>2/22/18</u>

- Name of Sponsor: Plumbers & Steamfitters JAC LU#7
- Mailing Address: 18 Avis Drive Latham NY 12110 Albany
(number & street) (city) (state) (zip code) (county)
- Actual Address: 18 Avis Drive Latham NY 12110 Albany
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 518-785-9808 Ext. _____ Fax No.: 518-785-9855
- E-mail Address: cfass@ualocal7.org
- Trade/Occupation: Welder
- No. Employees: _____ No. Apprentices: 19 No. Journeyworkers: 100 8. Ratio: 1:1;1:3
- DOT Code: 862381030 10. Length of Program: 60 months
- Apprentice Probationary Period: 12 months 12. Work process: Standard ☒ or Revised ☐
- Minimum Journeyworker Rate: \$ 48.30 per hour 14. Effective Date of Wages: 05/01/2022

15. Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐
H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐
45%	55%	65%	75%	90%					

16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

- Signature of Official Sponsor Representative: Christine Fass Date: 5/17/22
Christine Fass, App. Training Coordinator
- Signature of Union Representative: Edward Madany Date: 5/17/22
Edward Madany, Business Manager, Local 17
- Signature of New York State Department of Labor: [Signature] Date: 6/2/22

NYS Department of Labor
Apprentice Training

AT 10 (4-16)

MAY 31 2022

Central Office

**Approved Contingent
Upon Passing Probation**

Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
3. The Sponsor agrees to post, in a conspicuous place, a copy of the Regulation (600. 12) dealing with the Equal Employment Opportunity complaint procedure, and to bring its provisions to the attention of all apprentices.
4. The Sponsor agrees to follow and comply with the approved Work Progress, the Equal Employment Opportunity in Apprenticeship Training Part 600 Regulations, and the Regulations Governing the Registration of Apprenticeship Programs and Agreements, Part 601.
5. The Sponsor agrees to provide competent supervision of worksite training and adequate facilities to train apprentices.
6. The Sponsor agrees to instruct apprentices in safe and healthful work practices and agrees to ensure that training is provided in facilities and other environments that are in compliance with the safety and health standards promulgated by the Secretary of Labor under Public Law 91-596, and the Public Employees Safety and Health Act of the New York State Labor Law Article 2; Section 27-A.
7. The Sponsor agrees to evaluate the progress of all apprentices at least every six months, including job performance.
8. The Sponsor agrees to pay all apprentices a progressively increasing scale of wages as indicated on the front side of this form.
9. The Sponsor agrees to pay no less than the minimum journeyworker rate to each apprentice who completes the apprentice program and becomes eligible to receive a state Certificate of Completion.
10. The Sponsor recognizes that prevailing wage rates for Public Work projects are set by designated government agencies and the wages listed in this program do not supersede or replace the wage rates set by those agencies.
11. The Sponsor agrees that the Department of Labor may recognize successful completions of apprenticeships by awarding State Certifications of Completion and agrees to accept presentation of the certificate as documentation of journeyworker status.
12. The Sponsor agrees to maintain records for each apprentice including but not limited to: job assignments, promotion, demotion, lay-offs, terminations, rates of pay, progress in training as outlined on the Work Processes, any other records pertinent to a determination of compliance with Article 23 of the Labor Law and in compliance with Apprenticeship Regulations, Part 600 and 601.
13. The Sponsor agrees to promptly record, maintain and submit to the Department of Labor all records concerning apprenticeship as may be required by the Department of Labor.
14. The Sponsor agrees 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.
15. The Sponsor agrees to promptly notify the Department of Labor of all apprentices who have successfully completed an apprenticeship program.
16. The Sponsor agrees not to subvert the program by hiring workers as helpers, shophands, or other titles and assigning to them work generally performed by apprentices.
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18. The Sponsor agrees to comply with, and hold all signatories to, the standards in this Apprenticeship Training Program Registration Agreement.
19. The Sponsor agrees to ensure that each of their apprentices will maintain a record that documents task rotation and the skills acquired through the program in a format that is approved by the Department of Labor. The apprentice's Blue Book is considered an acceptable format.



**Department
of Labor**

New York State Department of Labor

Apprentice Training Program Registration Agreement

Revision ☒

Nature of Change: Wage Rate Change
add Christine Fass as Signatory
Remove Bryan Puspurs as Signatory
Add Seth Madden

State Use Only	
AT Sponsor No.	<u>20334</u>
ATP Code	<u>56-458</u>
Effective Date of AT Program	<u>9/7/1989</u> <u>7/8/2002</u>

- Name of Sponsor: Plumbers & Steamfitters JAC LU#7
- Mailing Address: 18 Avis Drive Latham NY 12110 Albany
(number & street) (city) (state) (zip code) (county)
- Actual Address: 18 Avis Drive Latham NY 12110 Albany
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 518-785-9808 Ext. _____ Fax No.: 518-785-9855
- E-mail Address: cfass@ualocal7.org
- Trade/Occupation: HVAC
- No. Employees: 144 No. Apprentices: 14 No. Journeyworkers: 144 8. Ratio: 1:1:1:3
- DOT Code: 862381030 10. Length of Program: 60 months
- Apprentice Probationary Period: 12 months 12. Work process: ☒ Standard ☐ or Revised ☐
- Minimum Journeyworker Rate: \$ 48.30 per hour 14. Effective Date of Wages: 05/01/2022
- Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐
H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐
45%	55%	65%	75%	90%					

16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. Christine Fass 5/17/22 18. [Signature] 5/17/22
 Signature of Official Sponsor Representative Date Signature of Union Representative Date
Christine Fass, Asst. Coordinator
Seth Madden, Training Coordinator
 Print Name and Title
Edward Madden, Business Manager, Local 7
 Print Name, Title, and Union Name
 19. [Signature] 6/2/22
 Signature New York State Department of Labor Date

NYS Department of Labor
Apprentice Training

AT 10 (4-18)

MAY 31 2022

Central Office

Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
3. The Sponsor agrees to post, in a conspicuous place, a copy of the Regulation (600. 12) dealing with the Equal Employment Opportunity complaint procedure, and to bring its provisions to the attention of all apprentices.
4. The Sponsor agrees to follow and comply with the approved Work Progress, the Equal Employment Opportunity in Apprenticeship Training Part 600 Regulations, and the Regulations Governing the Registration of Apprenticeship Programs and Agreements, Part 601.
5. The Sponsor agrees to provide competent supervision of worksite training and adequate facilities to train apprentices.
6. The Sponsor agrees to instruct apprentices in safe and healthful work practices and agrees to ensure that training is provided in facilities and other environments that are in compliance with the safety and health standards promulgated by the Secretary of Labor under Public Law 91-596, and the Public Employees Safety and Health Act of the New York State Labor Law Article 2; Section 27-A.
7. The Sponsor agrees to evaluate the progress of all apprentices at least every six months, including job performance.
8. The Sponsor agrees to pay all apprentices a progressively increasing scale of wages as indicated on the front side of this form.
9. The Sponsor agrees to pay no less than the minimum journeyworker rate to each apprentice who completes the apprentice program and becomes eligible to receive a state Certificate of Completion.
10. The Sponsor recognizes that prevailing wage rates for Public Work projects are set by designated government agencies and the wages listed in this program do not supersede or replace the wage rates set by those agencies.
11. The Sponsor agrees that the Department of Labor may recognize successful completions of apprenticeships by awarding State Certifications of Completion and agrees to accept presentation of the certificate as documentation of journeyworker status.
12. The Sponsor agrees to maintain records for each apprentice including but not limited to: job assignments, promotion, demotion, lay-offs, terminations, rates of pay, progress in training as outlined on the Work Processes, any other records pertinent to a determination of compliance with Article 23 of the Labor Law and in compliance with Apprenticeship Regulations, Part 600 and 601.
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**Department
of Labor**

New York State Department of Labor

Apprentice Training Program Registration Agreement

Revision ☒

Nature of Change:

Wage Rate Change

add Christine Fass as Signatory

Remove Bryan Puspurs as Signatory

Add Seth Madden

State Use Only

AT Sponsor No. 20334

ATP Code 13-363

Effective Date
of AT Program 09/07/1989

1. Name of Sponsor: Plumbers & Steamfitters JAC LU#7
2. Mailing Address: 18 Avis Drive Latham NY 12110 Albany
(number & street) (city) (state) (zip code) (county)
3. Actual Address: 18 Avis Drive Latham NY 12110 Albany
(number & street) (city) (state) (zip code) (county)
4. Telephone No.: 518-785-9808 Ext. _____ Fax No.: 518-785-9855
5. E-mail Address: cfass@ualocal7.org
6. Trade/Occupation: Plumber/Pipefitter
7. No. Employees: 70 No. Apprentices: 98 No. Journeyworkers: 585 Ratio: 1:1:1:3
8. DOT Code: 862381030
9. Length of Program: 60 months
10. Apprenticeship Probationary Period: 12 months
11. Work process: Standard ☒ or Revised ☐
12. Minimum Journeyworker Rate: \$ 48.30 per hour
13. Effective Date of Wages: 05/01/2022
14. Apprentice wage progression for each period – in months (M) or hours (H)

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H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐
<u>12</u>	<u>12</u>	<u>12</u>	<u>12</u>	<u>12</u>					
<u>45%</u>	<u>55%</u>	<u>65%</u>	<u>75%</u>	<u>90%</u>					

16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. Christine Fass 5/17/22 18. [Signature] 5/17/22
Signature of Official Sponsor Representative Date Signature of Union Representative Date
Christine Fass Asst. Trn Coordinator 5/17/22 Edward Madreau, Business Manager Local 7
Print Name and Title Print Name, Title, and Union Name

19. [Signature]
Signature New York State Department of Labor

NYS Department of Labor
Apprentice Training

6/2/22
Date

Provisions for Agreements

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Contract #: 2025-0764

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Shaker Place Rehabilitation and Nursing Center NH6020

Date Submitted:

Contact Person: [Andy Lucarelli]

Contact Phone: 518-213-8938

Vendor Info: Hewitt Young Electric, Llc

Estimated Amount: 88000.00

Scope of Services: Electrical Construction for the Cafe Project at Shaker Place

Budget Line Item: HNND

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid



Daniel P. McCoy
County Executive

Mark S. Olsen
Executive Director

TO: The Honorable Daniel P. McCoy
Albany County Executive

The Honorable Joanne Cunningham
Chairwoman, Albany County Legislature

The Honorable Bruce Hidley
Albany County Clerk

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

DATE: 05/23/2025

SUBJECT: Hewitt Young Electric, LLC

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract with Hewitt Young Electric, LLC for the electrical construction of a Café in the employee dining area. The Café is part of the Food Service and Distribution Equipment project in the 2026-2030 Albany County Capital Plan.

A Request for Bid (RFB) was solicited for the construction project, RFB #2025-30. There were two (2) responsible bidders for the electrical construction of the project. Hewitt Young Electric, LLC. was the lowest responsible bidder. The bid was submitted for \$80,000.00 with a 10% contingency allowance of \$8,000.00 for a total amount of \$88,000.00. The agreement will commence June 20th, 2025 and end June 19th, 2027.

This project as part of the 2026-2030 Albany County Capital Plan (Project N2501, Debt Account HNND) has 100% local share but appropriate reimbursement will be sought for the capital improvements through depreciation.

We respectfully request approval of this contract.





DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O'NEILL
PURCHASING AGENT

MEMORANDUM

TO: Mark Olsen
Executive Director

FROM: Pamela O'Neill
Purchasing Agent

DATE: March 21, 2025

RE: RFB-2025-030

I am in receipt of your recommendation to award the aforementioned to the following bidders in the amounts listed

AOW Construction for General Contractor in the amount of \$468,828.00

Collett Mechanical for Mechanical Construction in the amount of \$300,686.00

Hewitt Young Electric for Electrical Construction in the amount of \$88,000.00

Collett Mechanical for Plumbing Construction in the amount of \$28,490.00

As these bidders are the lowest responsible and responsive bidders, I concur with your recommendation.

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

COUNTY OF ALBANY

EC - BID FORM

BID IDENTIFICATION:

Title: **Shaker Place Café Project**
Bid Number: **2025-030 – EC - Electrical Construction**

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 **March 6th 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) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

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

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

5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. The following documents are attached to and made a condition of this Bid:

- (a) Non-Collusive Bidding Certificate (Attachment "A")
- (b) Acknowledgment by Bidder (Attachment "B")
- (c) Vendor Responsibility Questionnaire (Attachment "C")
- (d) Iranian Energy Divestment Certification (Attachment "D")
- (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
- (f) Bidder Qualification Questionnaire (Attachment "F")
- (g) Non Interruption of Work Agreement (Attachment "G")
- (h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27)

7. Communication concerning this Bid shall be addressed to:

Aaron Kiley Chief Estimating Officer

645 Maple Street Rochester NY 14611

Phone: 315-283-5815

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

COUNTY OF ALBANY

EC - BID FORM

BID IDENTIFICATION:

Title: Shaker Place Café Project
Bid Number: 2025-030 – EC - Electrical Construction

Conditions:

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

LUMP SUM BASE BID: \$ 80,000.⁰⁰ (a)

10 % CONTINGENCY ALLOWANCE: \$ 8,000.⁰⁰ (b)

TOTAL BASE BID (a) + (b): \$ 88,000.⁰⁰
(Base Bid + Contingency Allowance)

COUNTY OF ALBANY

EC - BID FORM

BID IDENTIFICATION:

Title: **Shaker Place Café Project**
Bid Number: **2025-030 – EC - Electrical Construction**

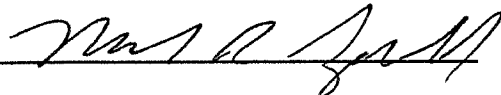
COMPANY: Hewitt Young Electric LLC
ADDRESS: 645 Maple Street
CITY, STATE, ZIP: Rochester NY 14611
TEL. NO.: 585-288-4480
FAX NO.: 585-288-4487
FEDERAL TAX ID NO.: 20-0354441

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

24-64Y7C-CR

REPRESENTATIVE: Aaron Kiley

E-MAIL: estimating@hewittyoung.com

SIGNATURE AND TITLE 

DATE 03/20/2025

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.

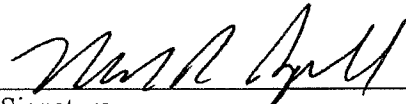
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

Hewitt Young Electric LLC
Company Name

03/20/2025
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 _____

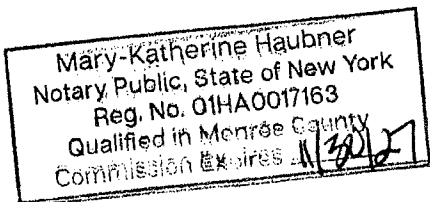
Qualified in _____

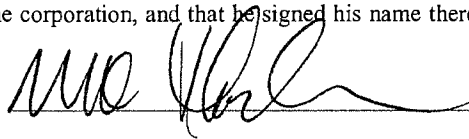
Commission Expires _____

If Corporation:

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

On this 20 day of March, 20025, before me personally appeared Mark Spall to me known, who, being by me sworn, did say that he resides at (give address) Manitou Road Hilton NY; that he is the (give title) President of the (name of corporation) Hewitt Young Electric LLC, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.





Notary Public, State of New York

Qualified in Monroe County

Commission Expires 11/30/2027

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR		
2. VENDOR'S LEGAL BUSINESS NAME Hewitt Young Electric LLC	3. IDENTIFICATION NUMBERS a) FEIN # 20-0354441 b) DUNS # 14-165-5931	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:	5. WEBSITE ADDRESS (if applicable) www.hewittyoung.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 645 Maple Street Rochester NY 14611	7. TELEPHONE NUMBER 585-288-4480	8. FAX NUMBER 585-288-4487
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 MK Haubner Title Estimating Administrator Telephone Number 585-288-4480 Fax Number 585-288-4487 e-mail estimating@hewittyoung.com		
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.		
a) NAME Robert Hewitt	TITLE Vice President	b) NAME Cody Hewitt TITLE CEO
c) NAME <i>Mark Spall</i>	TITLE <i>President</i>	d) NAME TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.		
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No		
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No		

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

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

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

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

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

FEIN # 20-0354441

CERTIFICATION:

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

The undersigned certifies that he/she:

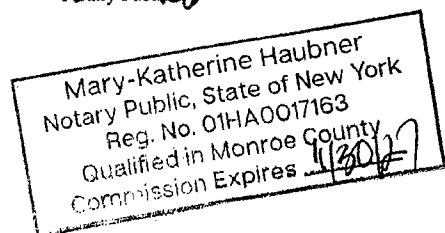
- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business Hewitt Young Electric LLC Signature of Owner _____

Address 645 Maple Street Printed Name of Signatory Mark Spall

City, State, Zip Rochester NY 14611 Title President

Sworn before me this 20 day of March, 2025
 Notary Public [Signature]

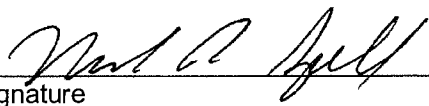


Mark Spall
Printed Name

Signature
03/20/2025
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

President

Title

03/20/2025
Date

Hewitt Young Electric LLC
Company Name

ATTACHMENT "E"

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

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

Name of Third Party Entity: Hewitt Young Electric LLC

Address: 645 Maple Street Rochester NY 14611

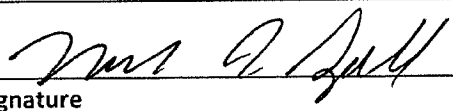
Phone Number(s): 585-288-4480

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):

Electrical Construction

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

Per Specs



Signature

Mark Spall

Printed Name

President

Title

03/20/2025

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? 23 years

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

1. *** SEE ATTACHED

2. *** SEE ATTACHED

3. *** SEE ATTACHED

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.

Upon Further Request

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

No

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

No

ATTACHMENT " F "
BIDDER QUALIFICATION QUESTIONNAIRE

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

No

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

TBD Per Schedule

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.

Upon Further Request

ATTACHMENT " F "
BIDDER QUALIFICATION QUESTIONNAIRE

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

Upon Further Request

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.

Hewitt Young Electric LLC

Correct Name of Bidder

(a) The business is a: Domestic Limited Liability Company

(b) The address of principal place of business is: 645 Maple Street Rochester NY 14611

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

Robert Hewitt, Vice President Cody Hewitt, CEO & Secretary

Mark Spall, President

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

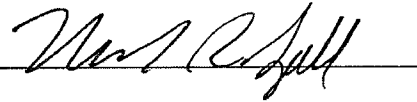
11. Is your firm qualified to do business in the State of New York? Yes X No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Hewitt Young Electric LLC

Firm

Dated: 03/20/2025

By



Mark Spall

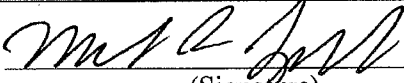
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ATTACHMENT " G "
NON-INTERRUPTION OF WORK AGREEMENT

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: Hewitt Young Electric LLC

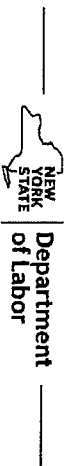
By: 
(Signature)

Mark Spall
(Typed)

Title: President

Date: 03/20/2025

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

HEWITT YOUNG ELECTRIC, LLC

645 MAPLE STREET

ROCHESTER, New York 14611

Phone Number: 5852884480

Registration Number: 24-64Y7C-CR

Date of Issue: 2024-12-13

Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

A handwritten signature in cursive script, appearing to read "Roberta Reardon".

Roberta Reardon
Commissioner
New York State Department of
Labor



HYE Equipment List

Year	Make	Model
2010	P.J.	TRAILER
2008	SureTrac	Trailer Big Trailer
2006	KUBOTA	Excavator & Buckets
	KUBOTA	EXCAVATOR & ??? TRK Construction Trailer Construction Trailer
2007	Wacker	Plate Tamper Jumping Jack 3" Missile "Mole"
2006	SKYJACK	3219 SCISSOR LIFT
2006	SKYJACK	3219 SCISSOR LIFT
2005	SKYJACK	3219 SCISSOR LIFT
2005	SKYJACK	3219 SCISSOR LIFT
2004	SKYJACK	3219 SCISSOR LIFT
2004	John Deere	SkidSteer/Loader
	John Deere	Skid Steer
1999	Caterpillar	Fork Lift/Tow Motor
	Greenlee	Super Tugger Super Tugger
	Greenlee	Bender #1
	Greenlee	Bender #2
	Greenlee	Bender#3
	Greenlee	Bender#4
	Greenlee	Bender#5 Table Bender Table Bender Table Bender
	maxis	Puller
	Maxis	Puller
	Axis	Puller
	Fluke	Analyzer
	Agilent	Tester
	Rigid	Threader
	Rigby	Wire Threader
	Rigby	Wire Threader
	Rigby	Wire Threader
	Burndy	Power Crimp Tool
	Burndy	Power Crimp Tool
	Gator	Power Cutter
	Rigid	Wire Stripper

HYE Projects

Name of your firm: Hewitt Young Electric, LLC.

Contact: Cody Hewitt

Phone number: 585-288-4480

Email: estadmin@hewittco.com

Project 1

Your firm was the: ☒ Prime ☐ Sub

Name of project: Rochester Psychiatric Center BLDG 16 Renovations

Description of work:

Installing Devices, installing lighting & related cables and systems including Fire Alarm.

Dollar value of contract: \$384,000.00

Project owner's name: DASNY

Phone number: (585) 450-8400

Email: Upon Request

Design Consultant's name: LaBella Associates

Phone number: 585-454-6110

Email: Upon Request

Project 2

Your firm was the: ☒ Prime ☐ Sub

Name of project: RJSCB East Campus RSMP 2A

Description of work:

Electrical Construction Upgrades at East Campus

Dollar value of contract: 11,398,000.00

Project owner's name: Rochester Joint Schools Construction Board

Phone number: 585-512-3820

Email: Upon Request

Design Consultant's name: Cannon Design Project No. 004827.00

Phone number: 716-773-6800

Email: Upon Request

Project 3

Your firm was the: ☒ Prime ☐ Sub

Name of project: Reimagine Greece CSD CIP

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Hewitt Young Electric, LLC
645 Maple Street
Rochester, NY 14611

SURETY:

(Name, legal status and principal place of business)

Endurance Assurance Corporation
4 Manhattanville Road
Purchase, NY 15077

OWNER:

(Name, legal status and address)

County of Albany
112 State Street, Room 1000
Albany, NY 12207

BOND AMOUNT: Five Percent of Attached Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Shaker Place Café Project

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

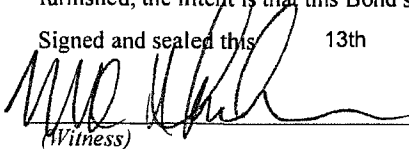
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

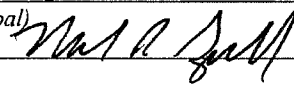
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of March, 2025.


(Witness)

Hewitt Young Electric, LLC

(Principal)

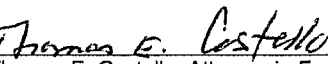


(Seal)

(Title)

Endurance Assurance Corporation

(Surety)



(Title) Thomas E. Costello, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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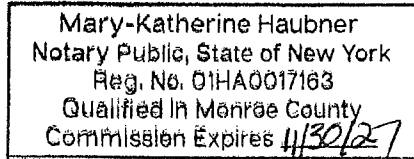
Acknowledgement

Principal Acknowledgment

STATE OF New York }
COUNTY OF Monroe } ss

On this 20 day of March, 2025 before me personally came Mark Spall
to me known to be the person by me duly sworn, did depose and say that he/she resides Littleton, CO,
that he/she is the President of the Hearts Young & Electric LLC
the corporation described in and which executed the foregoing instrument; that he/she knew the seal of said
corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board
of Directors of said corporation, and that he/she signed his/her name thereto by like order.

MK Spall
Notary Public

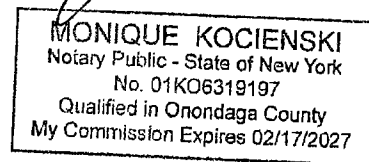


Surety Acknowledgment

STATE OF New York }
COUNTY OF Onondaga } ss

On this 13th day of March, 2025 before me personally came Thomas E. Costello
to me known to be the person by me duly sworn, did depose and say, that he/she resides Auburn, NY,
that he/she is the Attorney-in-Fact of the Endurance Assurance Corporation
the corporation described in and which executed the foregoing instrument; that he/she knew the seal of said
corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board
of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Monique Kocienski
Notary Public



KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Thomas E. Costello, Michael J. Tresidder, Brenda J. Ferri, Lisa D. Kaylor

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million (\$100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

Richard M Appel

Richard M Appel

Richard M Appel

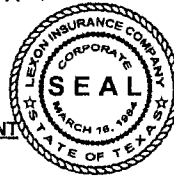
Richard M Appel

By:
Richard Appel; SVP & Senior Counsel

By:
Richard Appel; SVP & Senior Counsel

By:
Richard Appel; SVP & Senior Counsel

By:
Richard Appel; SVP & Senior Counsel

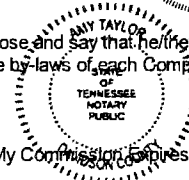


ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his/her office under the by-laws of each Company.

Amy Taylor

By: Amy Taylor, Notary Public - My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;

2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds,

undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 13th day of March, 2025

By: Daniel S. Lodge, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

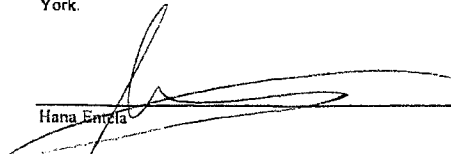
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

ENDURANCE ASSURANCE CORPORATION
Balance Sheet - Statutory - Basis
December 31, 2023

Assets:	
Bonds	\$ 8,840,516,134
Preferred stocks	14,559,098
Common stocks	2,502,912,644
Cash, cash equivalents, and short-term investments	547,214,855
Other invested assets	367,228,494
Receivables for securities	12,539,247
Total cash and invested assets	<u>12,284,970,472</u>
Agents' balances or uncollected premiums	3,639,295,463
Reinsurance recoverable on loss and loss adjustment expense payments	866,922,861
Funds held by or deposited with reinsured companies	116,173,785
Investment income due and accrued	59,715,007
Current federal and foreign income tax recoverable and interest thereon	765,086
Net deferred tax asset	194,151,100
Receivables from parent, subsidiaries and affiliates	36,069,122
Other assets	240,998,501
Total admitted assets	<u>\$ 17,439,061,397</u>
Liabilities:	
Loss and loss adjustment expenses	\$ 6,724,893,327
Reinsurance payable on paid loss and loss adjustment expenses	823,698,569
Commissions payable, contingent commissions and other similar charges	(1,662,639)
Other expenses	28,177,519
Taxes, licenses and fees (excluding federal and foreign income taxes)	27,909,410
Unearned premiums	2,749,272,278
Advanced Premium	10,285,830
Ceded reinsurance premiums payable	1,277,805,256
Funds held by company under reinsurance treaties	75,781,757
Amounts withheld or retained by company for account of others	732,081,177
Remittances and items not allocated	248,815,866
Provision for reinsurance	58,958,628
Payable to parent, subsidiaries and affiliates	172,805,784
Payable for securities	50,301,420
Other liabilities	70,939,621
Total liabilities	<u>13,049,163,803</u>
Capital and surplus:	
Common capital stock	5,000,000
Surplus notes	200,000,000
Gross paid in and contributed surplus	3,480,137,280
Unassigned funds (surplus)	703,291,886
Aggregate write-ins for special surplus funds	1,468,428
Total capital and surplus	<u>4,389,897,594</u>
Total liabilities and capital and surplus	<u>\$ 17,439,061,397</u>

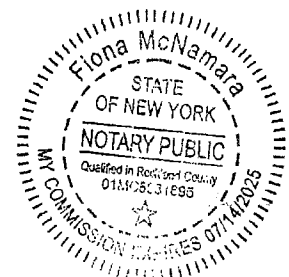
I, Hana Entela, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2023 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York.


Hana Entela

Subscribed and sworn to before me this 5th day of March, 2024





Contract #: 2025-0769

Contract Type: standard

Contract Action: new

Procurement Type: State Contract

Department: Shaker Place Rehabilitation and Nursing Center NH6020

Date Submitted: 01/06/2025

Contact Person: [Andy Lucarelli]

Contact Phone: 518-213-8938

Vendor Info: New York State Industries for the Disabled, Inc.

Estimated Amount: 62075.46

Scope of Services: Window cleaning at Shaker Place.

Budget Line Item: NH 6020

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - State Contract



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: 06/12/2025

SUBJECT: NYSID

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract with NYSID (New York State Industries for the Disabled) for window cleaning at the facility. The cleaning will happen twice per year for two years and includes cleaning both inside and out. The agreement will commence July 1st, 2025 and end June 30th, 2027 with a total do not exceed \$62,075.46.

We respectfully request approval of this contract.





Request for Price Concurrence

Date Sent: May 1, 2025
Contracting Agency: Shaker Place Rehab & Nursing Center
Customer Contact: Andy Lucarelli
Job Title: Director of Building Services
Street Address: 100 Heritage Lane
City, State Zip: Albany, NY 12211
Phone: 518-869-2231 Fax# _____
x8938

PLEASE UPDATE
INFORMATION IF
NEEDED

E- Mail: Andy.Lucarelli@shakerplace.org

Member Agency: RSS
Corporate Partner: Janitronics
Service: Window Cleaning, inside and outside
Location: 100 Heritage Lane, Albany, NY 12211
Proposed Price: \$15,518.86 per cleaning, 2 per year for 2 years = \$62,075.46
Proposed Term: Two years from contract approval

This form is not a contract; it is only an acknowledgment of your concurrence to the above proposed price. If requested, a cost analysis can be provided for your review documenting proposed cost of service.

Please Note: All contracts with NYS Prevailing Wage Schedules issued on or after 8/1/2010 must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the annual NYS Department of Labor Published Prevailing Wage Schedules.

All contracts with NYC Prevailing Wage Schedules must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the NYC Comptrollers Published Prevailing Wage Schedule.

The SOW was discussed and agreed to during our site visit with Mr. Lucarelli on 4/23/25

If you are in agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for price approval if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

New York State Industries for the Disabled, Inc.
ATTN: Ethan Durham
11 Columbia Circle Drive
Albany, NY 12203-5156

E-mail: edurham@nysid.org
Phone: 518-694-0255
Ext.: 255
Fax:

NYSID Account Representative

Authorized Signature: _____
Printed Name: _____
Job Title: _____
Date: _____

☐ See attached documents in lieu of signed form

Contract #: 2025-0792

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: Shaker Place Rehabilitation and Nursing Center NH6020

Date Submitted:

Contact Person: [Andy Lucarelli]

Contact Phone: 518-213-8938

Vendor Info: Alpine Refrigeration Inc

Estimated Amount: 112780.00

Scope of Services: Alpine Refrigeration, Inc. for ice machine service, repair and maintenance.

Budget Line Item: NH 6020

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - RFP



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: 06/07/2025

SUBJECT: Alpine Refrigeration, Inc.

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract with Alpine Refrigeration, Inc. for ice machine service, repair and maintenance of the seventeen (17) ice machines in the facility.

Alpine Refrigeration, Inc. will service the ice machines in accordance with the manufactures specification including; descaling, sanitizing and, inspecting and cleaning filters. A Request for Proposal (RFP) was issued and Alpine Refrigeration, Inc. was the sole responsible bidder.

This contract request is for a thirty-six (36) month period commencing on July 1st, 2025 and conclude on June 30th, 2028. The annual cost of the service is \$34,260.00 per year with a \$10,000.00 contingency for emergency repairs. The total cost for the three (3) year period will be a not to exceed amount of \$112,780.00.

We respectfully request approval of this contract.





DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Andy Lucarelli
Director of Building Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: June 6, 2025

RE: RFB 2025-045 Ice Machine

I am in receipt of your recommendation to award the aforementioned to Alpine Refrigeration, Inc. in the amount of \$102,780.00 plus \$10,000 for emergency repairs. This amount will be for the three (3) year contract.

As Alpine Refrigeration, Inc. is the sole 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

REQUEST FOR BIDS

SHAKER PLACE REHABILITATION AND NURSING CENTER



RFB #2025-045

ICE MACHINE SERVICE, REPAIR AND MAINTENANCE

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: Ice Repair, Service and Maintenance RFB NUMBER: 2025-045

Receipt Confirmation Form

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

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

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

☐ **Yes** / ☐ **No**

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

Fax Number: _____ E-Mail: _____

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

NON-BIDDER RESPONSE

RFB #2025-045

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 #2025-045**

Sealed Bids for Ice Repair, Service and Maintenance as requested by Shaker Place Rehabilitation and Nursing Center 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, May 1, 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 Thursday, April 17th 2025.**

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
April 9, 2025

PUBLISH ONE DAY – APRIL 17, 2025 -- THE EVANGELIST
PUBLISH ONE DAY – APRIL 17, 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.

IMPORTANT NOTICE: ARTICLE 8 CONSTRUCTION NEW REQUIREMENT FOR PUBLIC WORK CONTRACTOR AND SUBCONTRACTOR REGISTRY (SEE SECTION 10)

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **ICE MACHINE SERVICE, REPAIR AND MAINTENANCE**
- 1.2 Requesting Department: **SHAKER PLACE REHABILITATION AND REHABILITATION CENTER**
- 1.3 Bid Number: **2025-045**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for Ice Machine Service, Repair and Maintenance as requested by Shaker Place Rehabilitation Center.
- 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, MAY 1, 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 The bid shall be for the period of 3 years from the date of a fully executed contract. Prices shall remain firm for the entire bid period.
- 5.2 At the end of the initial one year bid period, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

SECTION 6: BID SECURITY

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

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 All bidders shall submit the Bidder Qualification Questionnaire as part of the bid. Each bid must contain evidence of the bidder’s qualification to do business in New York State or covenant to obtain such qualification prior to award.
- 7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment “C”) as part of the bid.

7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

7.4 All bidders must document five (5) or more years in the business of providing the Ice Machine Service, Repair and Maintenance.

7.5 Bidder must include at least five Ice Machine Service, Repair and Maintenance., customer references.

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: PREVAILING WAGE

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

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

“New Requirement”
Public Work Contractor and Subcontractor Registry

10.4 Starting December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i.

<https://dol.ny.gov/contractor-and-subcontractor-landing>

The law defines a “contractor” as any entity entering into a contract to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication. The law defines “subcontractor” as any entity subcontracting with a contractor to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication, which is subject to Article 8 of the Labor Law. Contractors are responsible for verifying that any subcontractors they work with are registered.

Contractors need to register before submitting any new bids or commencing new work on a covered project on or after December 30, 2024. Subcontractors need to register before commencing new work on a covered project on or after December 30, 2024. NYSDOL encourages all contractors and subcontractors to register as soon as possible to obtain a Certificate of Registration to avoid negatively impacting a bidding period or project schedule.

The Bureau of Public Work & Prevailing Wage Enforcement at the New York State Department of Labor is responsible for enforcing prevailing wage laws in New York State.

The Bureau of Public Work & Prevailing Wage Enforcement publishes the annual prevailing wage schedule every year on July 1. To find information about the prevailing wage rate for your area, or to find contact information for your local Public Works and Prevailing Wage Enforcement District Office, please visit Bureau of Public Work and Prevailing Wage Enforcement website or send an email to labor.sm.pwask@labor.ny.gov.

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

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

SECTION 12: BID FORM

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

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

SECTION 13: EQUIVALENT GOODS

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

SECTION 14: SPECIFICATION CLARIFICATION

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

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

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

SECTION 15: BID EVALUATION

- 15.1 Bids shall remain valid until:

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

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

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

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

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

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

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

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

SECTION 17: AWARD OF BID

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

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

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

SECTION 18: PERFORMANCE BOND

- 18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

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

SECTION 23: CASH DISCOUNT

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

SECTION 24: NOT IN USE

SECTION 25: MACBRIDE PRINCIPLES

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

percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

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

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

SECTION 26: NOT IN USE

SECTION 27: NOT IN USE

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

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

SECTION 29: ANTI DISCRIMINATION CLAUSE

29.1 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

SPECIFICATIONS

Bid Title: Ice Machine Service, Repair and Maintenance

Bid Number: 2025-045

The County of Albany is seeking contractors to provide labor and materials necessary to service, repair and maintain 16 Scotsman HID Ice Machines and 1 Manitowco IDT-0500A, at the Shaker Place Rehabilitation Center.

Bidder should be familiar with manufacturer's instructions or industry standards for service and repair on all equipment listed. See service manuals "Exhibit A".

PERSONNEL

1. All services provided under this contract shall be performed in a workmanlike manner in accordance with the manufacturers recommended manuals.
2. Contractor shall have on staff a minimum of two technicians experienced in the service and repair of equipment as required under these specifications.
3. Contractor must submit a list of current employees who would be servicing the County of Albany. This list should include: name of employee, years of experience and any certifications.
4. The County of Albany reserves the right to reject the Contractor's service personnel whom, in the County of Albany's judgment, is not adequately qualified to perform the work.
5. All service employees shall check in and out with the Director of Facilities Management or his authorized representative for all service calls.
6. While providing the services described in the Agreement, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government (including, but not limited to, the CDC guidelines), and the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

COVERAGE

1. Contractor shall have a staffed office to receive service calls twenty-four hours per day, 365 days per year. An answering service is acceptable but answering machines or voice mail is not acceptable.

RESPONSE TIME

1. All calls shall result in a technician being on the job site within four hours of call unless otherwise agreed upon with the Director of Facilities Management or his authorized representative. Although there are few off-hour calls, they must be responded to as requested.

PERFORMANCE

1. If at any time during the term of the contract the contractor, in the opinion of the County of Albany, fails to take all reasonable steps to expedite the work, the County of Albany may unilaterally nullify the contract.
2. All work shall be performed in accordance with good trade practice by individuals possessing the necessary skills and abilities.
3. All materials and parts furnished under this contract shall be new, genuine OEM parts or authorized replacement parts in their original shipping packages. Use of used parts is strictly prohibited. Use of manufacturer rebuilt parts and materials may be authorized by the Director of Facilities Management or his authorized representative provided they carry the same warranty as the new part. Prior approval is required on a case-by-case basis.

MATERIALS AND PARTS

1. Discount: The contractor shall deduct a fixed percentage discount from the manufacturer's list price for material/part charges on the invoice. Manufacturer's list price shall be defined as that which is published in the manufacturer's latest standard printed price list and is recognized by the trade. The percent discount must correspond to the figure entered on the proposal pages.
2. Mark-Up: All material and parts that do not have a manufacturer's list price will be billed at contractor's cost, plus a percent mark-up. The mark-up must correspond to the figure entered on the proposal pages on this bid. Percent mark-up shall not exceed 20%.
3. If discounts or percent mark-ups for parts and materials are not offered, the bidder must insert "0" in the space provided on the proposal pages.

WARRANTY

1. Contractor shall guarantee all repair work performed to be free from defects in materials and labor for one year. In addition, new parts shall carry the manufacturer's standard warranty.

EQUIPMENT

1. The contractor is responsible for providing all tools and equipment necessary to efficiently perform all work in a professional and workmanlike manner.

TRAVEL TIME

1. The County of Albany will not accept nor authorize payment for travel time or expenses of service personnel to any of the County of Albany's facility locations. The only billable time will be for service work performed.

SAFETY

1. The contractor shall perform all work in accordance with OSHA, PESH and County of Albany Safety Regulations. Contractor shall maintain the work site in a clean and orderly fashion. All debris shall be cleared and removed from the work site each day. Debris is to be disposed of in the facility dumpster. The contractor is responsible for site safety.

USE OF PREMISES

1. On or about the premises and adjacent areas, the contractor shall ensure that all apparatus, materials, and activities of workmen be confined to the limits indicated by law, ordinances, permits and the direction of the Director of Facilities Management or his authorized representative. Contractor shall not encumber or permit the premises or adjacent areas to be encumbered with such materials or apparatus.
2. The work site shall be kept in an orderly and safe fashion precluding interference with the progress of the work or the work of any other contractor.
3. The contractor shall be responsible for repairing and replacing any work damaged by his operations within seven days after notification by Director of Facilities Management or his authorized representative.
4. It will be the responsibility of the contractor to notify an authorized County of Albany representative of any damages found prior to working at the site.

SCOPE OF WORK TO BE PERFORMED

1. Maintenance to be done bi-annually:
 - a. Descaling and Sanitized
 - b. Clean air filter and condensers
 - c. Inspect water filter and replace when needed

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Ice Repair, Service and Maintenance**
Bid Number: **2025-045**

THIS BID IS SUBMITTED TO:

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

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

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

Date	Number
------	--------

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

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

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

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

7. Communication concerning this Bid shall be addressed to:

Phone: _____

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

BF2

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Ice Repair, Service and Maintenance
Bid Number: 2025-045

Cost Per Year for Bi-Annual Maintenance \$ _____

Discount Materials/Parts from Manufacturers Price List % _____

Markup on Contractors Price (not listed on Manufacturer's Price List) % _____

Repair Service Hourly Rate \$ _____

Repair Service Overtime Rate \$ _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

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

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Albany County Purchasing

Tina King, Specification Technician
112 State Street
Albany NY 12207

Schedule Year 2024 through 2025
Date Requested 04/10/2025
PRC# 2025004388

Location Shanker Place Rehabilitation
Project ID#
Project Type On-site ice machine maintenance and repairs

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

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

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

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

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

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

Notary Public

Printed Name

Signature

Date

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

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

Signature

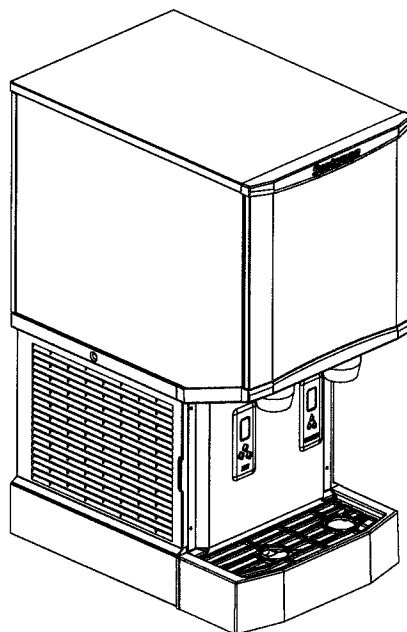
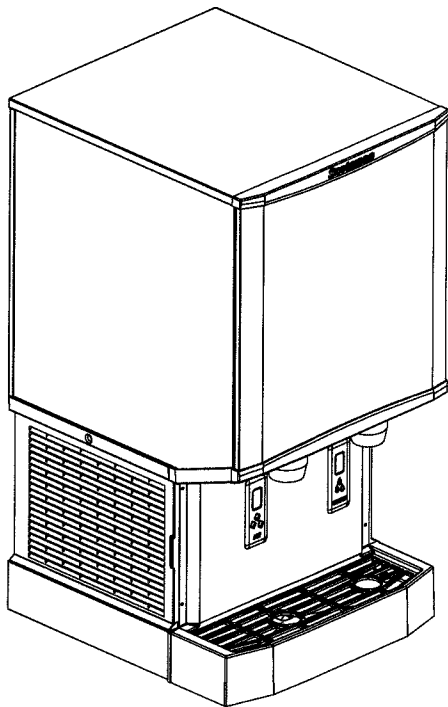
Title

Date

Company Name



Service Manual for
Meridian Ice Maker-Dispensers Models
HID312, HID525 and HID540



HID312, HID525, HID540

Service Manual

Introduction

The ice maker-dispensers covered in this manual were designed by to be the finest on the market. Their design is a result of Scotsman's long experience in ice maker-dispensers.

HID312 is 16 inches wide and air cooled only.

HID525 is 21 inches wide and 34.9 inches tall. it is available as an air cooled or water cooled model.

HID540 is also 21 inches wide, but it is 40.9 inches tall. it is also available either air or water cooled.

Observe any caution or warning notices. They are important and provide notice of potential hazards. Keep this manual for future reference.

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HID312, HID525, HID540

Service Manual

Specifications

The ice maker-dispenser is designed to be installed indoors, in a controlled environment. Although it can operate in a wide range of air and water temperatures, it will provide the best performance if not subject to extremes.

Air Temperature Limitations

- Maximum: 100°F. or 38°C.
- Minimum: 50°F. or 10°C.

Water Temperature Limitations

- Maximum: 100°F. or 38°C.
- Minimum: 40°F. or 4.4°C.

Water Pressure, potable

- Maximum: 80 PSI or 5.5 Bar
- Minimum: 20 PSI or 1.3 Bar

Water Pressure, condenser inlet

- Maximum: 145 PSI or 10 Bar
- Minimum: 20 PSI or 1.3 bar; can be as low as 5 PSI or .3 Bar if clean & supplied with 45°F. water)

Condenser GPM

- 70°F. water: .25 or .95 LPM
- 50°F. water: .15 or .57 LPM

Water Conductivity:

- Minimum: 10 microSiemens/cm

RO water may be supplied to the potable water system, but if it has less than the above conductivity, the water level sensor will not detect water and the unit will not make ice.

Deionized water will not work and isn't recommended.

Voltage - 60 Hz

- Maximum: 126 Minimum: 104

Operating the machine outside of any of the above limitations is considered abuse and any resulting damage is not covered by warranty and could cause a complete loss of warranty coverage.

Warranty Information

The warranty statement for this product is provided separately from this manual. Refer to it for applicable coverage. In general warranty covers defects in material or workmanship. It does not cover maintenance, corrections to installations, or situations when the machine is operated in circumstances that exceed the limitations printed above.

Product Information

The product is an ice maker-dispenser. It is designed to be installed on a countertop or on a specific machine stand.

- All models require a drain. An internal drain basin separates the ice storage bin's drain from the drip tray drain.
- A backflow preventer may be required by local plumbing codes.
- 60 Hz model has a 7.5 ft. power cord with NEMA 5-15P plug.
- Air cooled models flow air left to right and include a cleanable air filter.
- 4" or 10 cm legs are optional for counter models. Thread size 3/8 - 16.
- Special models are required for wall mounting.
- Ice or water vending is triggered by touch free sensors, no other activation method is available.
- For available options and kits, see sales literature.

Scotsman Ice Systems are designed and manufactured with the highest regard for safety and performance.

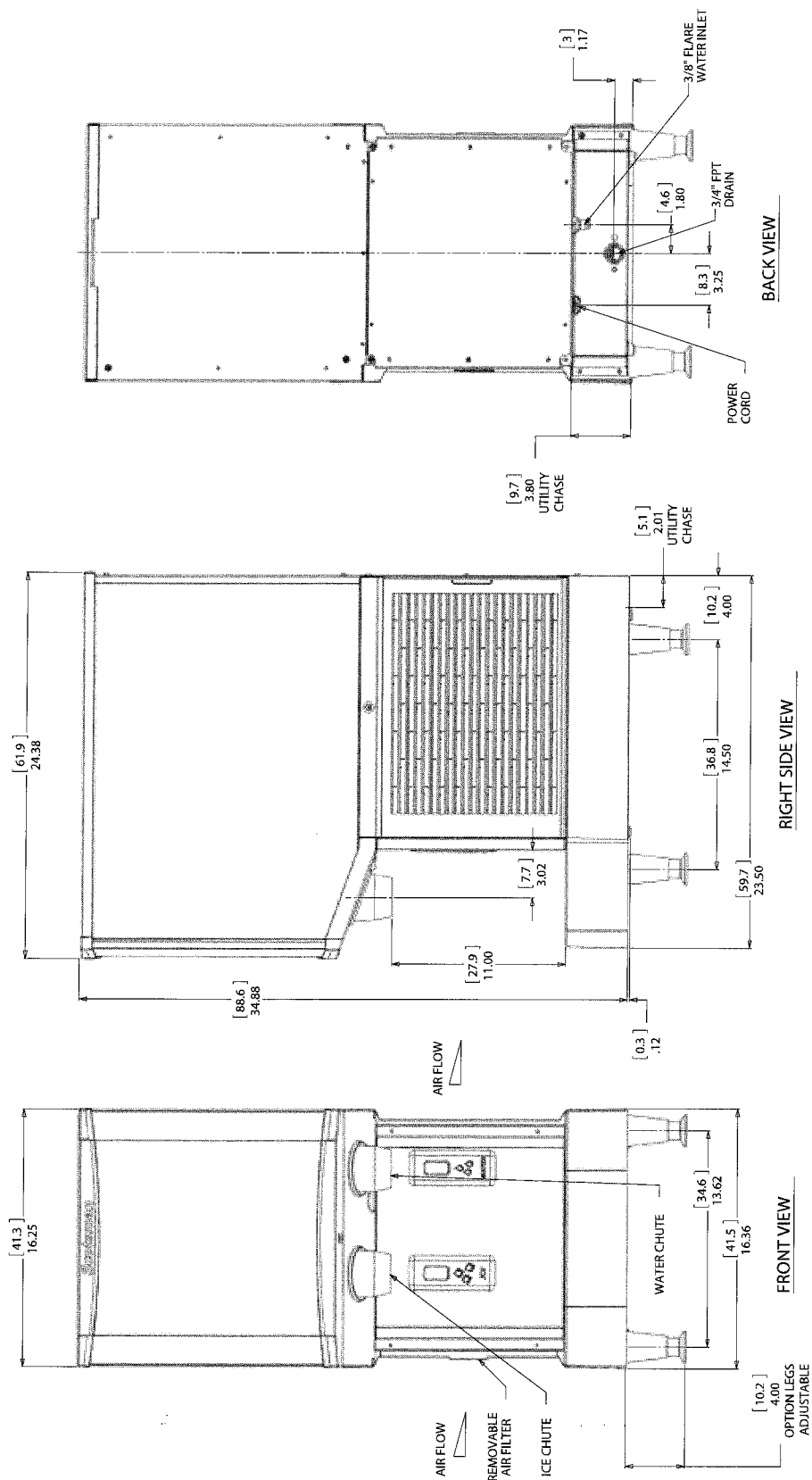
Scotsman assumes no liability or responsibility of any kind for products manufactured by Scotsman that have been altered in any way, including the use of any part and/or other components not specifically approved by Scotsman.

Scotsman reserves the right to make design changes and/or improvements at any time. Specifications and design are subject to change without notice.

HID312, HID525, HID540

Service Manual

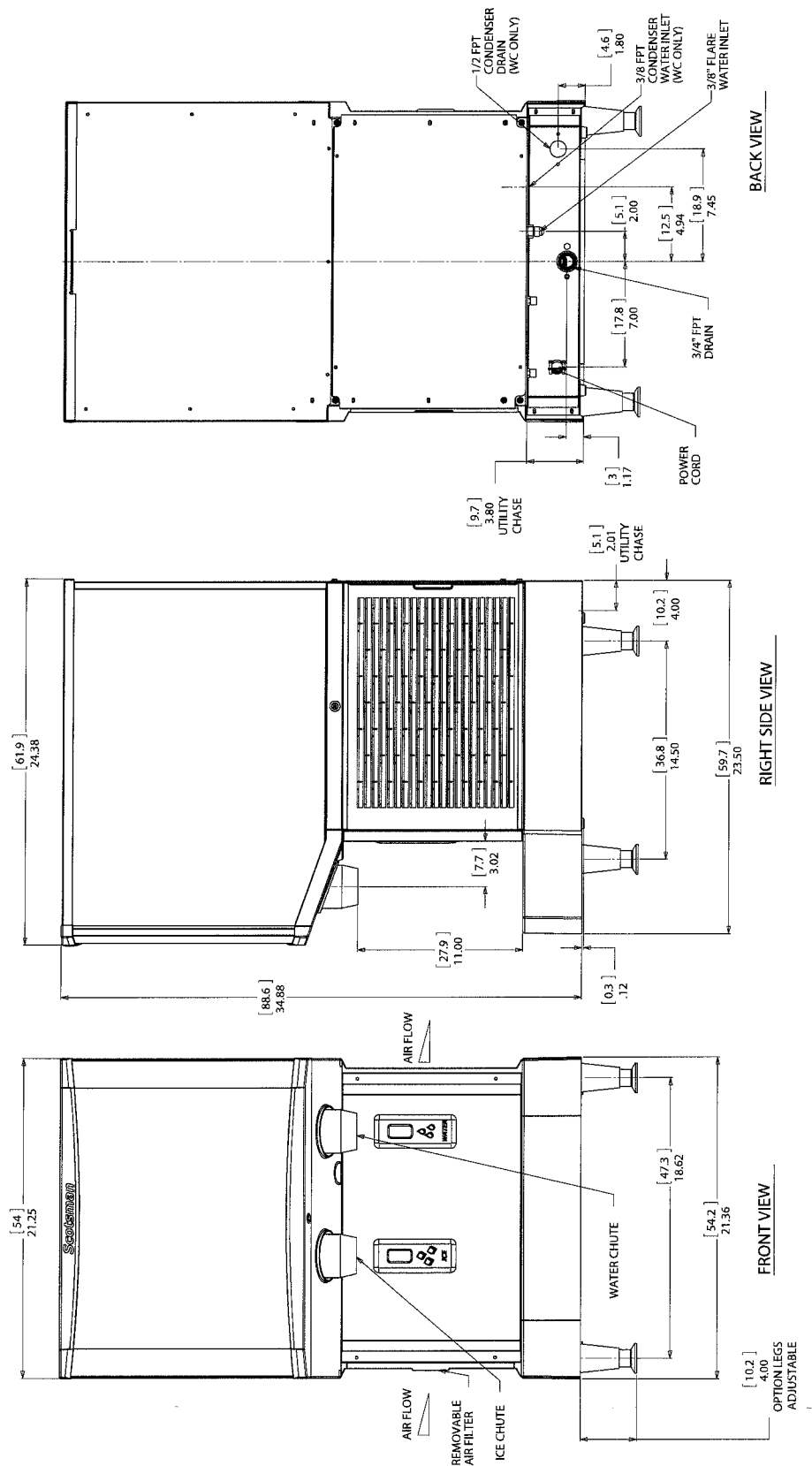
HID312 Cabinet Drawing



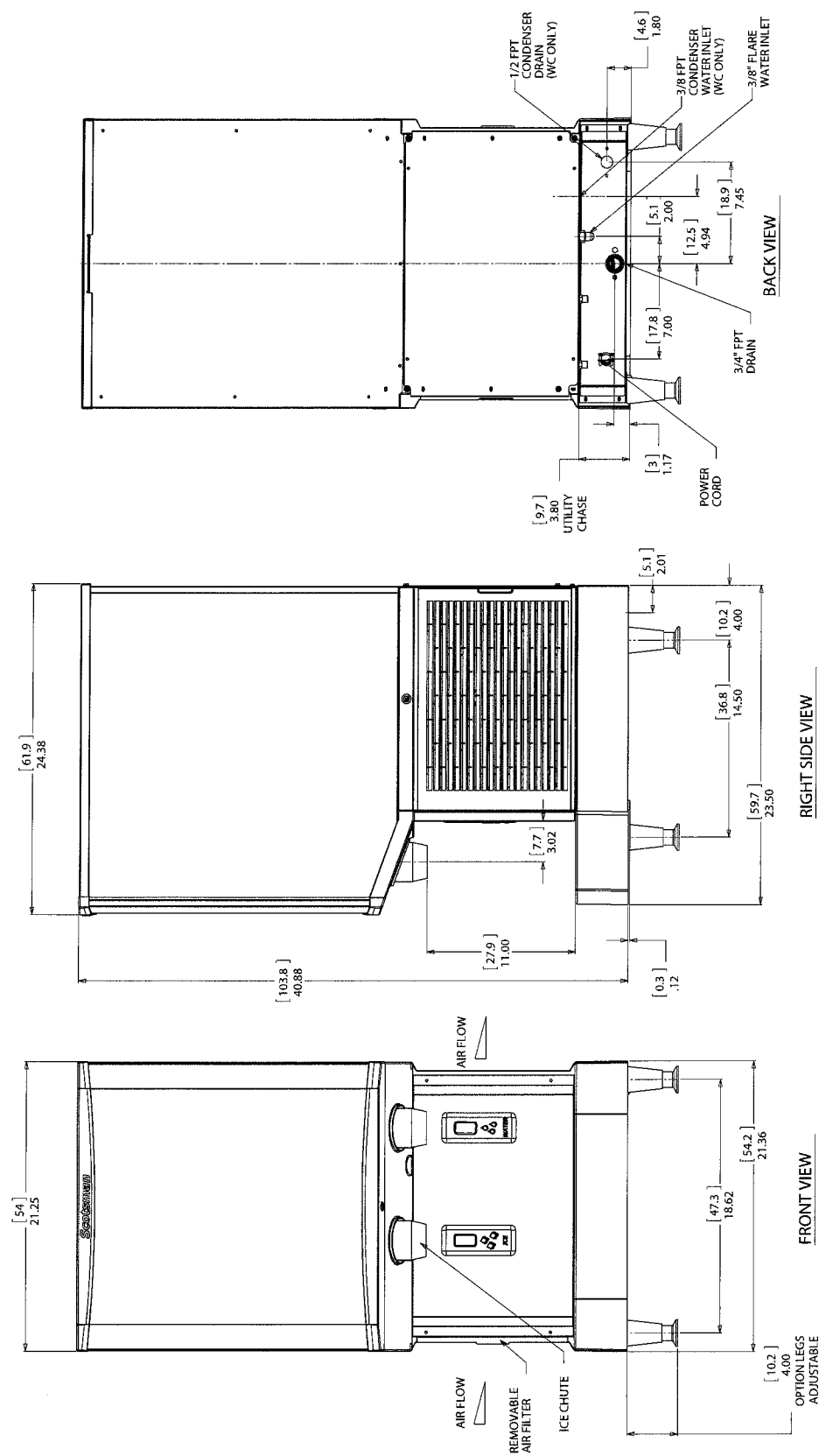
HID312, HID525, HID540

Service Manual

HID525 Cabinet Drawing



HID312, HID525, HID540
Service Manual
HID540 Cabinet Drawing



HID312, HID525, HID540

Service Manual

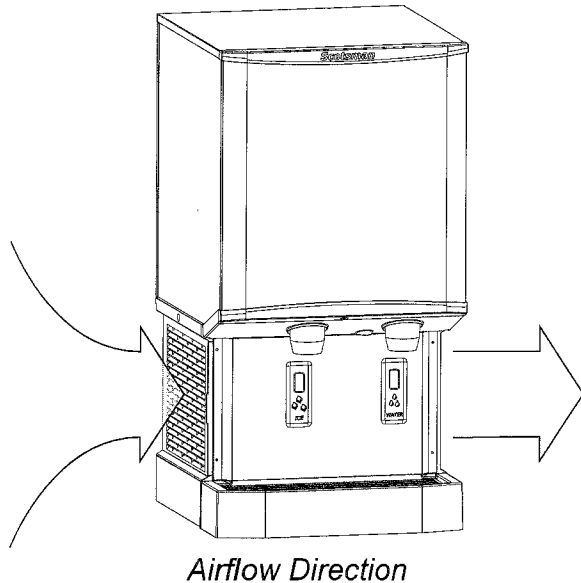
Placement

The location of the equipment should be selected with care. Consideration should be given to allow adequate space on the sides for air cooled models to breathe.

Minimum clearances for air cooled models:

- 6 inches or 15 cm at each side
- 2 inches or 5 cm above, 10" or 25 cm more to allow auger removal when ceiling is fixed.
- 6 inches or 15 cm at the back.

Air cooled models flow air left to right. More space than the minimum at the sides will maximize performance.



Cafeteria applications.

The unit can be placed in a cafeteria line for ice and water. As some users sometimes dispense too much ice, high volume use may require the drip tray to be occasionally cleared of spilled ice.

The power outlet should be located within the length of the supplied power cord. If placed on a counter, the counter must be strong enough to support the weight of the unit. Space above the cabinet should be allowed for service and maintenance. If legs will be used, allow space for the total cabinet height.

Air cooled models in a small room will require ventilation to exhaust the heat they produce. They also produce some added noise from the fan. Noise sensitive areas should consider water cooled equipment or the machine located where the noise from ice making is not objectionable.

Nearby infrared emitters or a window that allows sunlight to shine on a dispensing sensor may cause the unit to dispense ice or water without a container to trigger it.

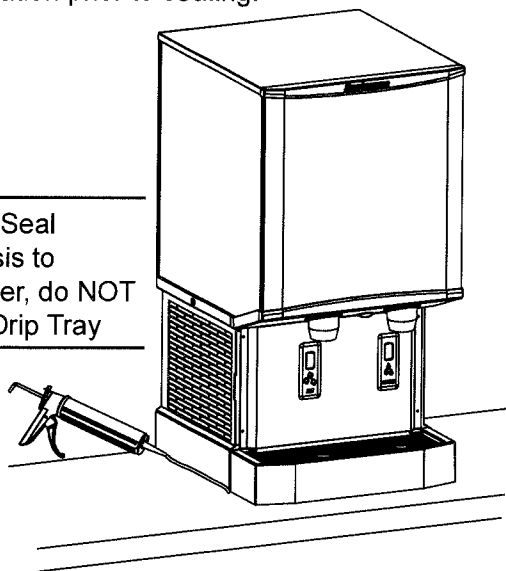
HID312, HID525, HID540

Service Manual

Counter Installations

Units placed on a counter must either use legs or be sealed to the counter top with food grade sealant per local codes. To avoid disturbing the seal, complete the installation prior to sealing.

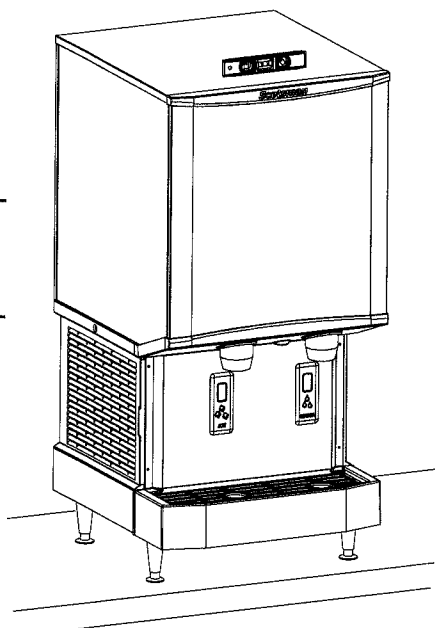
Note: Seal Chassis to Counter, do NOT Seal Drip Tray



Legs

4" legs are optional for countertop applications. They are not to be used on the HID dispenser when it is placed on a machine stand.

Note: Use only legs of 4" minimum height.

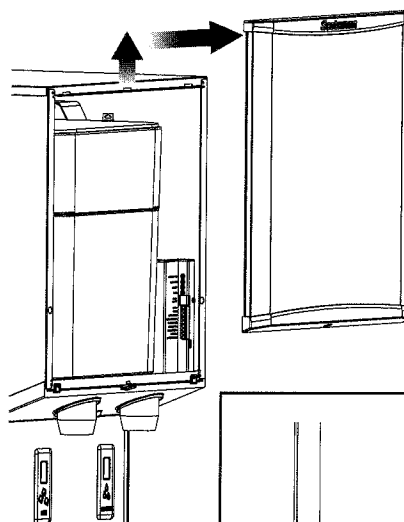


Set Up

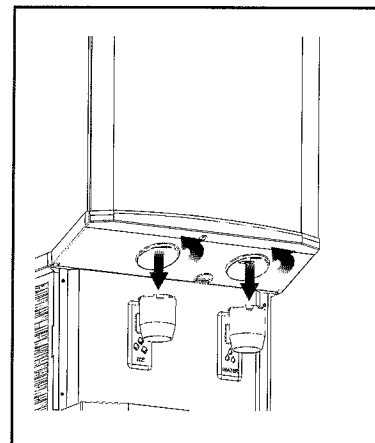
The drip tray and cup rest are shipped in place, there is no need to attach or remove them. It is a good idea to remove the front panels and inspect for any loose or rubbing parts prior to installation.

Panel Removal

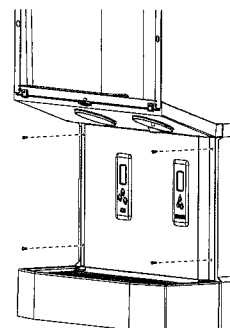
Remove one screw at bottom front of upper front panel, swing bottom of panel forward and lift off the unit.



Twist ice and water chutes counterclockwise and pull down to remove.



Remove four screws from sides of lower front panel, pull forward slightly and rest it on the drip tray. If needed, unplug sensor connector and separate panel from unit.



Pre-Start Inspection

Level the cabinet front to back and left to right. Confirm there are no loose or rubbing parts. Return splash panel and chutes to unit.

HID312, HID525, HID540

Service Manual

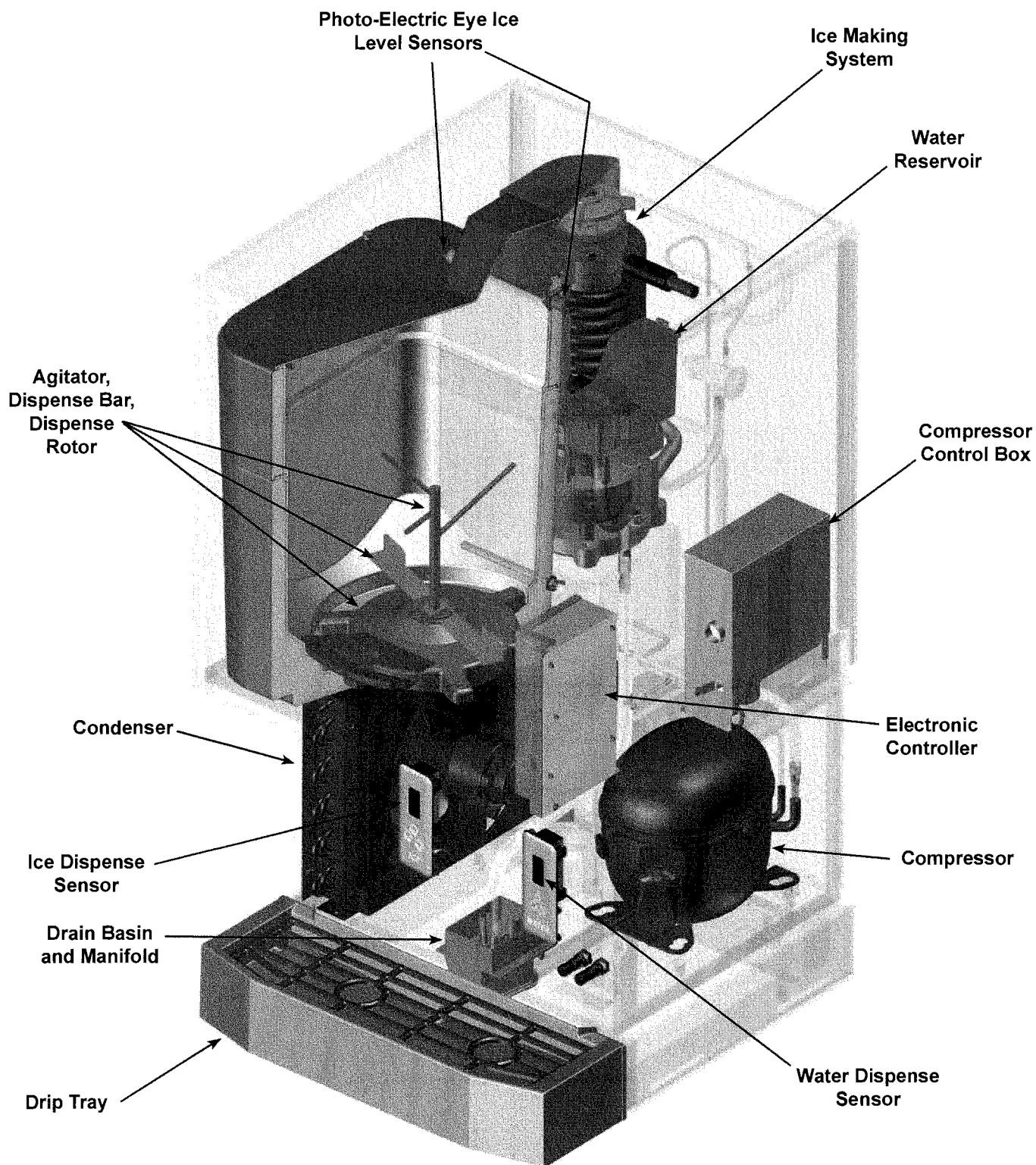
Differences Between Models

Model	Electrical	Condenser	Cabinet Type	Width in / cm	Height in / cm	Refrigerant / Charge
HID312A-1A	115/60/1	Air	Counter	16 / 41.3	35 / 88.6	R-134a / 11 oz
HID525A-1A	115/60/1	Air	Counter	21 / 54	35 / 88.6	R-404A / 12 oz
HID525W-1A	115/60/1	Water	Counter	21 / 54	35 / 88.6	R-404A / 11 oz
HID540A-1A	115/60/1	Air	Counter	21 / 54	41 / 103.8	R-404A / 12 oz
HID540W-1A	115/60/1	Water	Counter	21 / 54	41 / 103.8	R-404A / 11 oz
HID312AW-1A	115/60/1	Air	Wall Mount	16 / 41.3	35 / 88.6	R-134a / 11 oz
HID525AW-1A	115/60/1	Air	Wall Mount	21 / 54	35 / 88.6	R-404A / 12 oz
HID540AW-1A	115/60/1	Air	Wall Mount	21 / 54	41 / 103.8	R-404A / 12 oz
HID312A-6A	230/50/1	Air	Counter	16 / 41.3	35 / 88.6	R-134a /
HID525A-6A	230/50/1	Air	Counter	21 / 54	35 / 88.6	R-404A /

Model	Electrical	Condenser	Typical Watts	Auger Motor Amps	Compressor Amps	Compressor Brand / Model
HID312A-1A	115/60/1	Air	415 - 420	1.1 - 1.3	4.1 - 4.3	Embraco
HID525A-1A	115/60/1	Air	816 - 825	1.1 - 1.5	5.7 - 5.9	Copeland
HID525W-1A	115/60/1	Water		1.1 - 1.5	5.7 - 5.9	Copeland
HID540A-1A	115/60/1	Air	816 - 825	1.1 - 1.5	5.7 - 5.9	Copeland
HID540W-1A	115/60/1	Water		1.1 - 1.5	5.7 - 5.9	Copeland
HID312AW-1A	115/60/1	Air	415 - 420	1.1 - 1.3	4.1 - 4.3	Embraco
HID525AW-1A	115/60/1	Air	816 - 825	1.1 - 1.5	5.7 - 5.9	Copeland
HID540AW-1A	115/60/1	Air	816 - 825	1.1 - 1.5	5.7 - 5.9	Copeland
HID312A-6A	230/50/1	Air				Embraco
HID525A-6A	230/50/1	Air				Copeland

Model	Electrical	Condenser	Suction Pressure (PSIG)	Superheat (Degrees F.)	70/50 Discharge Pressure (PSIG)	90/70 Discharge Pressure (PSIG)
HID312A-1A	115/60/1	Air	6 - 8	7 - 10	102 - 109	138 - 145
HID525A-1A	115/60/1	Air	30 - 34	11 - 15	230 - 235	300 - 310
HID525W-1A	115/60/1	Water	30 - 34		245 - 250	245 - 250
HID540A-1A	115/60/1	Air	30 - 34	14 - 15	230 - 235	300 - 310
HID540W-1A	115/60/1	Water			245 - 250	245 - 250
HID312AW-1A	115/60/1	Air	6 - 8	7 - 10	102 - 109	138 - 145
HID525AW-1A	115/60/1	Air				
HID540AW-1A	115/60/1	Air				
HID312A-6A	230/50/1	Air				
HID525A-6A	230/50/1	Air				

HID312, HID525, HID540
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Component Location



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Service Manual

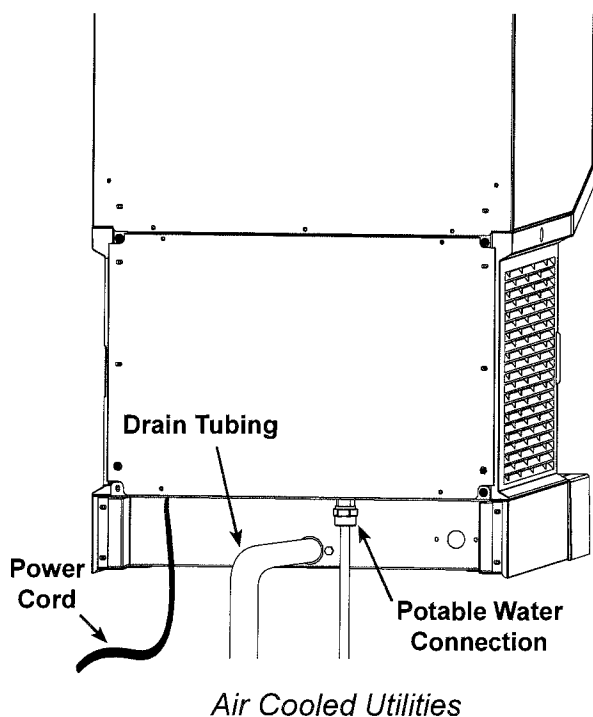
Installation

Installation should be done by an experienced ice machine installer. To locate one, call the number on the back of this manual or go to Scotsman's website www.scotsman-ice.com to identify a local distributor or service company.

The machine will require power, water and drain. Locate the water supply fitting on the lower back of the cabinet and obtain the correct fitting to connect the water supply.

Plumbing Fittings:

- Potable water inlet: 3/8 male flare.
- Cabinet drain: 3/4 FPT.
- Water cooled condenser inlet: 3/8 FPT.
- Water cooled condenser drain: 1/2 FPT



All models:

Connect the potable water supply to the inlet at the bottom back of the unit. 3/8" OD tubing recommended. Water filters may be used but are not required. Note that activated carbon or charcoal water filters are used for taste and odor problems but also take out any chlorine that the local water agency may have added for purification. That can require more frequent sanitization of the equipment.

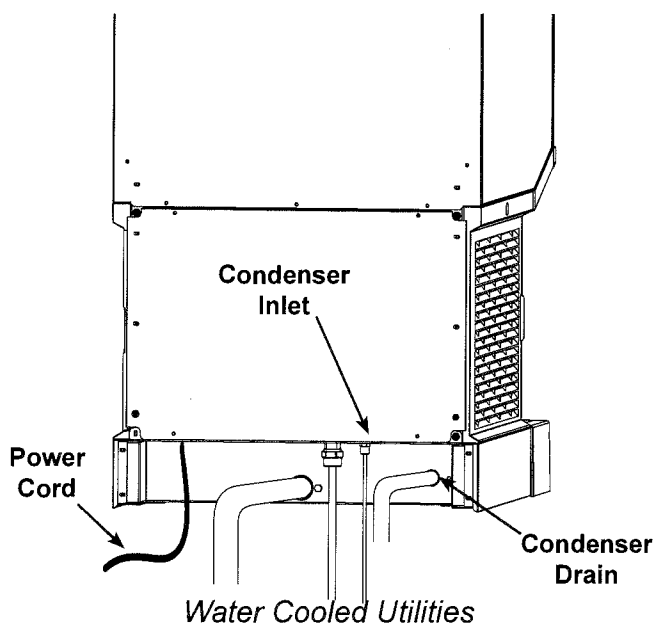
Connect drain tubing to the central drain fitting at the back of the cabinet. Use 3/4 inch rigid tubing, use

material to meet local codes. The drain basin in the machine will act as an internal vent, no additional vent should be required unless there is a very long horizontal run. Drain tubing must pitch down 1/4 inch per foot to the building drain. Insulation of drain tubing is recommended for most environments.

Water cooled models:

Connect water or coolant supply (if using recirculating system) to the condenser inlet.

Connect drain (or return if a recirculating system) to the condenser drain. Use only rigid tubing. Do not vent this drain tube.



Electrical Supply - 115 volt models

Plug the unit into a dedicated 15 amp outlet. The unit must be the only device on the circuit. Confirm the outlet is properly grounded and is in good condition. Worn outlets should be replaced as they can cause erratic operation of equipment. Do not use an extension cord. Do not cut off the ground plug on the power cord.

Ground fault outlets are not recommended. If ground fault is required a ground fault breaker should be used.

Use the services of a licensed electrician when needed and conform to local and national codes.

Position the unit in its final location.

Level the unit front to back and left to right.

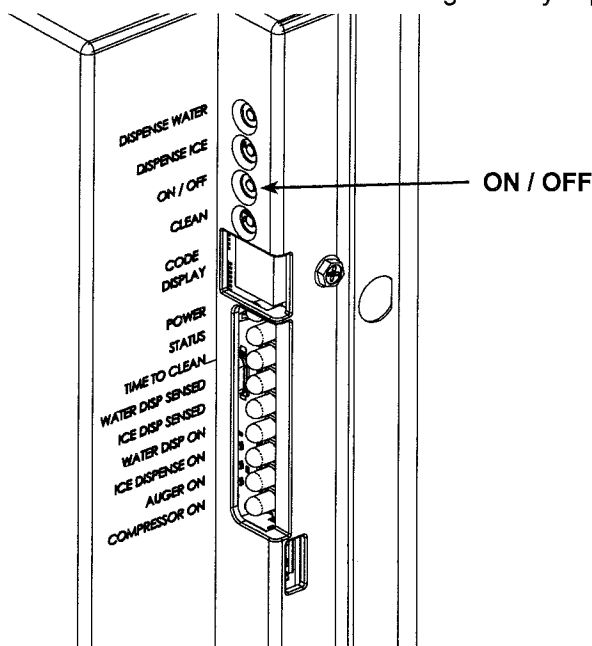
Seal to the countertop as required per local codes.

HID312, HID525, HID540

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Start Up

1. Remove upper front panel
2. Open the water hand valve, observe that water enters the water reservoir, fills and then shuts off. Check for leaks. Repair any leaks before going any further.
3. Switch electrical supply on. Lights on controller will flash and then the power light will remain on. The code display will show *0*.
4. Push and release the On/Off button. The machine will start the ice making process. The code display will show *F*. Air cooled models will discharge warm air out the right side, water cooled models will discharge warm (about 110°F.) water out of the condenser drain.
5. In minutes ice will begin to fall into the dispensing bin. Check ice dispensing by holding a container in front of the Touch Free ice sensor (just below the ice delivery spout). Ice should flow from the spout when a container is present, and stop dispensing when the container is removed.
6. Check water dispensing by holding a container in front of the Touch Free water sensor. Water will flow when a container is present and stop when it is removed.
7. Push the On/Off button to switch the machine off.
8. Unplug or disconnect electrical power.
9. Remove the top panel and the top of the ice storage bin. Scoop out any ice in the bin and sanitize the interior of the ice storage bin by wiping it with a locally approved sanitizer or a mixture of 1 ounce of household bleach to 2 gallons of water, allow to air dry.
10. Reconnect electrical power.
11. Push the On/off button to switch the machine on.
12. Replace all covers and panels.
13. Give the owner/user the user manual, instruct him/her in the operation and maintenance requirements of the unit. Make sure they know who to call for service.
14. Fill out the Customer Evaluation and Warranty Registration form, and mail it in to Scotsman or register the unit at Scotsman's website (www.scotsman-ice.com).

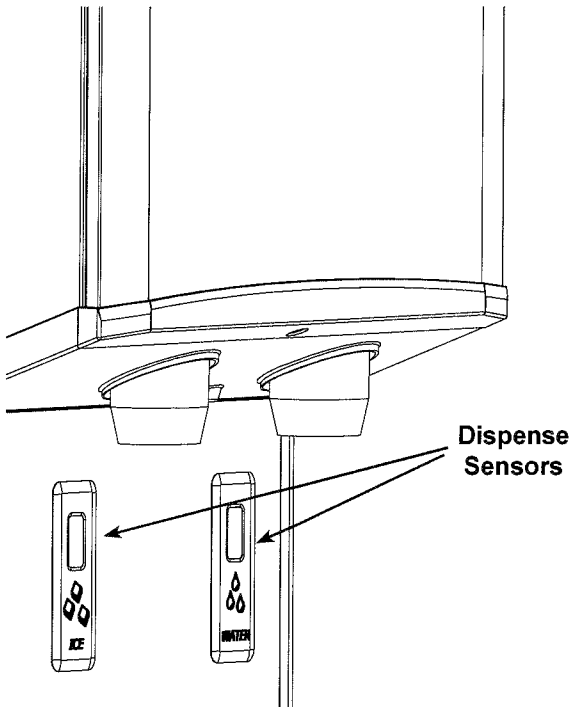


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Operation: Ice and Water Vending

During ice making soft ice is compressed thru a die and then broken off into irregular lengths. It will not be clear and, because of melting, when dispensed it will not be uniform in size or shape.



Dispensing takes place when the Touch Free sensor's infrared beam bounces back to the sensor from a container placed directly in front of it.

If the container is in front of the Touch Free sensor on the left side, the ice dispensing rotor will rotate and sweep ice over the ice dispensing chute. Ice will continue to discharge out this chute as long as the rotor is turning. It stops when the rotor stops.

If the user does not remove the container, ice will be dispensed for 24 seconds and then stop.

If the container is in front of the Touch Free sensor on the right side, the inlet water valve will open and water will flow into the container.

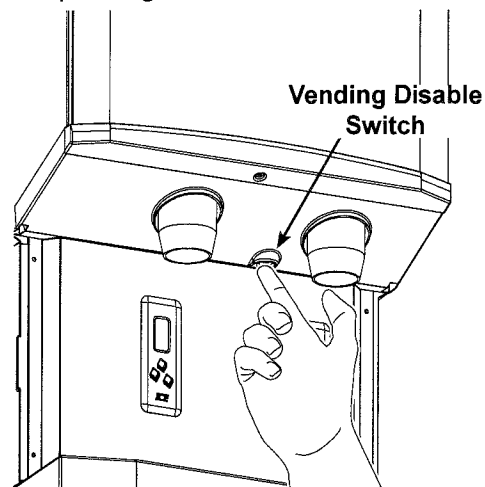
If the user does not remove the container water will be dispensed for 20 seconds and then stop.

Note: Water may dispense cloudy and then clear up in the glass. That is normal due to air in the water and is not an indicator of any malfunction.

Other notes:

- An occasional drip may be seen from the ice dispense chute. This is normal and is from ice melting inside the chute. A continuous stream of water from the ice chute indicates a restricted bin drain.
- Clear containers (glass or plastic) may not always activate the dispense sensors. Retry with an opaque container.
- The drip tray is not a sink and cannot tolerate garbage. Coffee and soda should not be discarded into it. Debris like stirring straws that are discarded into the drip tray will likely cause a drain back up and need to be removed as soon as they are found.
- Both dispensing and ice making are disabled when the unit is switched off at the controller.

Splash panel wipe-off. Wiping the splash panel could result in unintended dispensing. To avoid that, a disable button has been provided. It is recessed into the bottom of the chute panel. Push and release it to disable dispensing for 60 seconds.



Noise

This is a commercial ice machine. It contains a powerful compressor, heavy duty gear reducer and, if air cooled, a fan that moves a lot of air. It will produce some noise when it is making ice. Every effort was made during its design to minimize the sound level but some is unavoidable.

HID312, HID525, HID540

Service Manual

Controller

All models use the same control system.

The electronic controller operates the compressor (with fan motor), auger drive motor, dispense drive motor and inlet water solenoid valve. It monitors:

- Reservoir water availability
- Storage bin ice level
- Call for ice dispense
- Call for water dispense
- Refrigeration pressure
- Dispense enable / disable
- Auger motor speed
- Auger motor rotation
- Any installed control options

Many of these are used to insure that the machine does not damage itself during use. For example, it is critical that it not attempt to make ice without water, so if the water sensor is dry, the machine will not make ice.

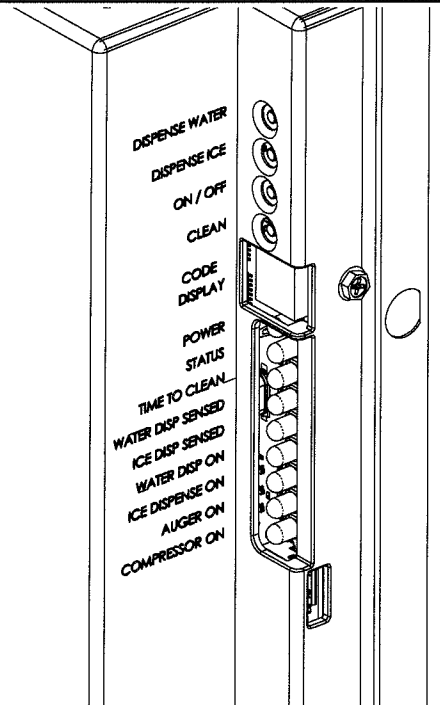
Switches - there are four switches:

- **Dispense water** - to test water dispensing
- **Dispense ice** - to test ice dispensing
- **On/Off** - to switch the machine on or off. Holding it in to shut off will stop ice making immediately.
- **Clean** - to engage the clean mode

Indicators - there are nine LEDs:

- **Power** - Glows when controller has power
- **Status** - Glows when in ice making mode
- **Time to Clean** - Glows when it is time to clean the machine
- **Water Dispense Sensed** - glows when the water dispense sensor has been triggered*
- **Ice Dispensed Sensed** - glows when the ice dispense sensor has been triggered*
- **Water Dispense** - glows when the inlet water solenoid valve has been powered*
- **Ice Dispense** - glows when the ice dispense motor has been powered*
- **Auger** - glows when the auger motor is on
- **Compressor** - glows when the compressor is on

* If blinking the water or ice dispensing time limit has been met.



There is also a code display, the codes are:

- O* - - - for off
- F* - - - for ice making
- b* - - - for bin full
- E* - - - for controller error
- C* - - - for clean mode
- d* - - - for test mode
- 1* - - - for auger rotation direction wrong
- 2* - - - for auger speed too slow
- 3* - - - for no water sensed
- 4* - - - for high refrigerant pressure

If a number code is triggered, the controller will stop ice making. A blinking code means it is a temporary condition. Example: A blinking *F* occurs during the ice making restart process; it stops blinking when the compressor starts.

The controller will automatically restart from a water interruption or power interruption or when a refrigerant pressure switch has automatically reset.

To reset the control when it has been manually locked out, Push and release the On/Off button to shut it Off and then Push and release it again to switch it On.

Note: The compressor will not restart for 4 minutes from the time it was shut off.

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Controller Functions

The controller has features for the service technician. Some details

- Any auger motor failure is an immediate shut down. Because of the critical nature of that failure there is no auto restart from an auger error.
- An open Water Sensor (dry probes) will stop the machine. Because water can be restored at any time, whenever both Water Sensor probes are wet again AND the compressor has been off for at least two minutes, ice making will restart.
- An open High Pressure switch will stop the machine. Because the pressure switch is an automatic reset, when it closes AND the compressor has been off for at least two minutes, ice making will restart.
- Fault Code View: Push and HOLD the **vend disable button** *see page 13 for location then push and hold the **on/off button** for 3 seconds or until Status light is on. Release both. Pushing Clean will cycle thru the available codes, the total number of codes stored is 30.
- Clear codes: Push and HOLD the **vend disable button** then push and hold the **Clean button** for about 3 seconds. The display code will blink 3 times. Release both.
- The compressor will not restart until it has been off for at least 2 minutes.
- There is a Test Mode. The Test Mode operates each load in sequence to confirm that it is being powered by the controller.

To start Test Mode: Push and HOLD the ON/OFF button; at the same time, push and HOLD the CLEAN button. When a "d" appears in the code display, release the buttons, the test mode will begin.

Time (seconds)	On	Off
0	Compressor	Auger Gear Motor, Water Disp, Ice Disp
10	Compressor and Auger Gear Motor	Water Disp, Ice Disp
20	Auger Gear Motor	Compressor, Water Disp, Ice Disp
30	Water Dispense	Auger Gear Motor, Compressor, Ice Disp
35	Ice Dispense	Auger Gear Motor, Compressor, Water Disp
40	None	All – Test Complete

- The Time to Clean indicator light glows when 6 months of power up time have elapsed. When it is on it does NOT stop ice making. It is cleared and reset when the Cleaning process has been completed.
- The Cleaning process, described in detail in the Maintenance section, is initiated by a press of the Clean button. The auger motor will be operating during the entire Clean mode. No ice will be made. The scale is dissolved by the action of the scale remover and the auger's motion.
- Pushing the Disable switch closes contacts of the switch, signalling the controller to ignore the dispense sensor's signals for 60 seconds.
- USB firmware updates may become available. To update the unit must be in Test Mode and then a USB stick with ONLY the update on it is inserted into the USB connector. L will be displayed during the Loading process. After a few seconds the top five LEDs begin scrolling up for about 75 seconds then the LEDs start scrolling down for about 20 seconds. At the end "0" is displayed. Unplug the USB drive.

Note: If during the update process the display flashes between "L" and "F" that means that the Load Failed. If that happens, unplug the USB drive, then power cycle the control board. If "0" is not displayed, press the On/Off button. The controller will revert to the original firmware.

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Maintenance and Cleaning

There are five areas of maintenance:

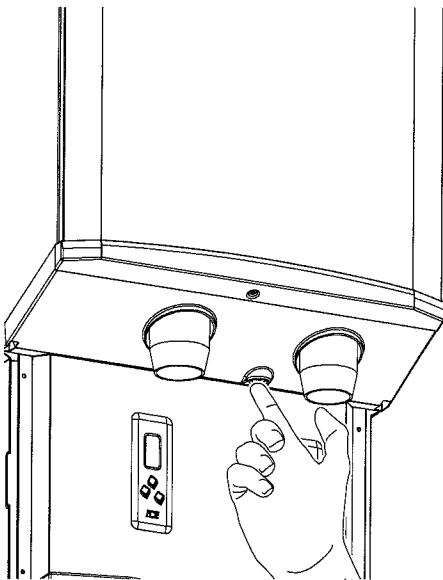
1. Drip tray and drain system
2. Air cooled condenser filter and condenser
3. Ice dispense bin and rotor
4. Photo eye ice level control
5. Ice making water system

Drip Tray

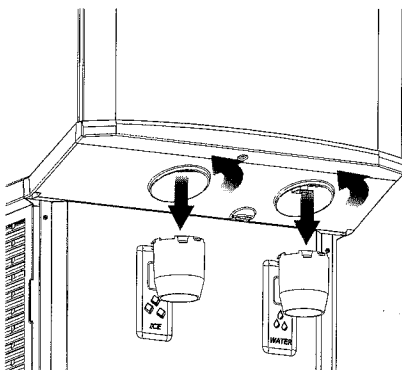
It is important to keep the drip tray clean of trash. Remove any as soon as it is noticed. Pour hot water into the tray on a regular basis to keep the drain open.

Over time the drip tray and cup rest may become coated with scale or dirt. It can be removed to be scrubbed at a wash sink.

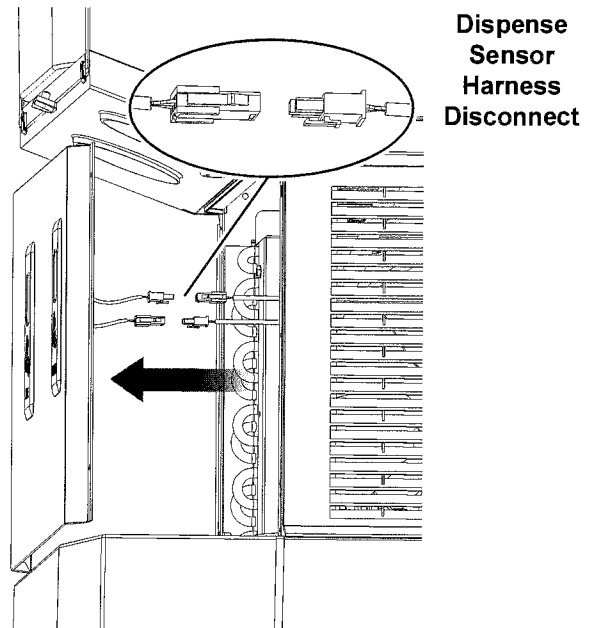
1. Remove upper front panel.
2. Push in vend disable switch.



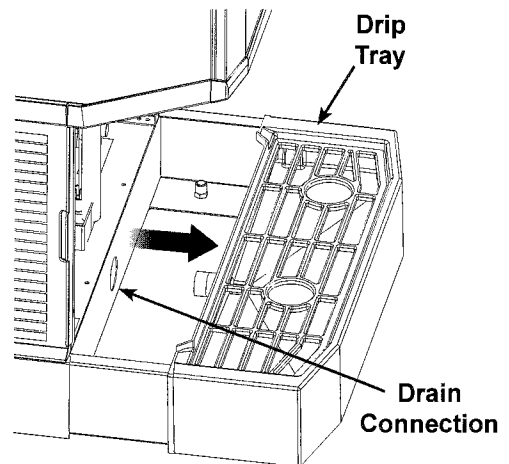
3. Twist dispense chutes clockwise and pull down to remove.



4. Remove screws holding lower front panel to unit and unplug lower panel sensors at the harness connection. Set panels aside.



5. Shut the machine off.
6. Pull the sink forward to disconnect it from the drain. Plug the drain fitting with a cloth to keep it from leaking while the drip tray is being cleaned.



7. Wash out the drip tray and dispense chutes. Use ice machine scale remover if needed to dissolve scale.
8. Reverse to reassemble. Be sure drip tray is pushed back fully into place. Insert chutes and rotate CCW until they snap into place and stop.

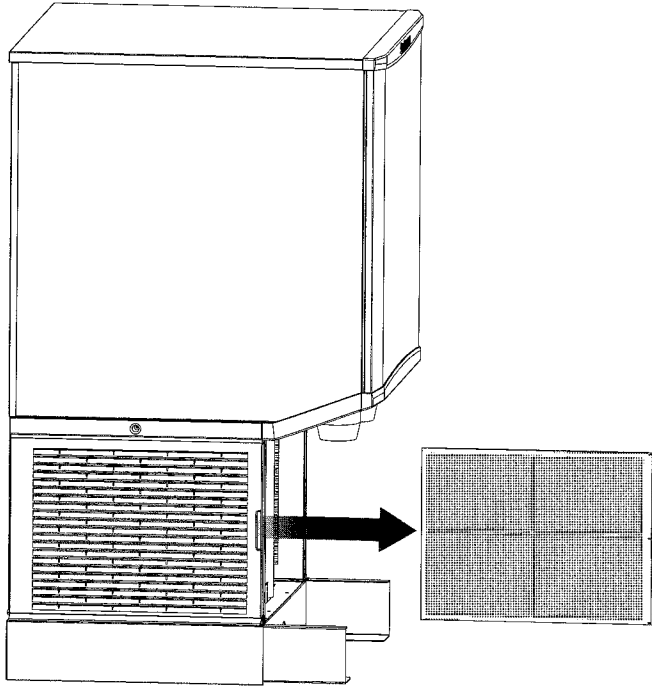
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Air filter

The air filter on the left side of the cabinet will capture significant dust and lint during operation. As the dirt builds up it begins to restrict air flow and causes the refrigeration system to work longer to make ice. Clean the air filter regularly.

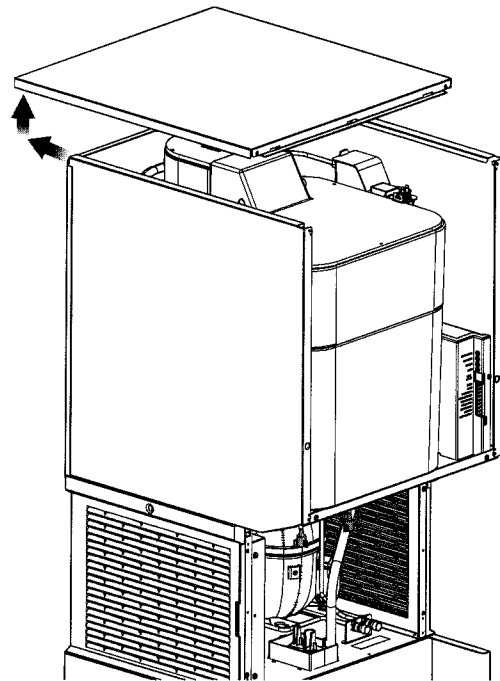
To remove, pull it forward from the louvers. Do not leave it out for extended periods of time.



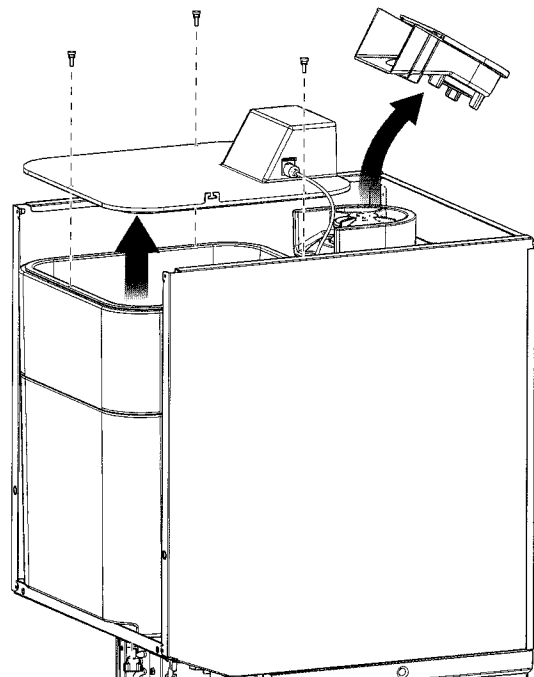
To clean, wash it at a utility sink. Return it to the unit when clean.

Condenser.

The condenser fins may need cleaning too. Remove the left side air grill and brush any lint and dirt off the surface of the condenser. Vacuum any remaining dirt. Do not damage the fins of the condenser during cleaning.



Remove Top Panel



Remove Bin Cover and Ice Delivery Chute

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Maintenance and Cleaning - Dispensing Bin Components

The ice storage bin and rotor must be cleaned and sanitized on a regular basis, at a minimum when the ice making system is cleaned. Hand tools and hand protection like rubber gloves are recommended for this procedure.

Note: Some steps overlap with the procedure on the next page. This procedure can be independent of the ice making system cleaning or can be part of it.

Bin Cleaning Procedure

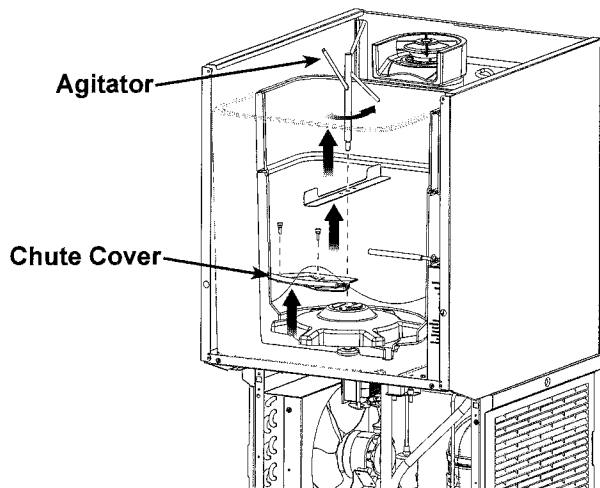
1. Remove upper front panel.
2. Remove top panel.
3. Shut machine off.
4. Vend or melt out all ice.

Note: Only add 16 oz or 1/2 liter water to the bin at a time, as excess water will drain out the spout.

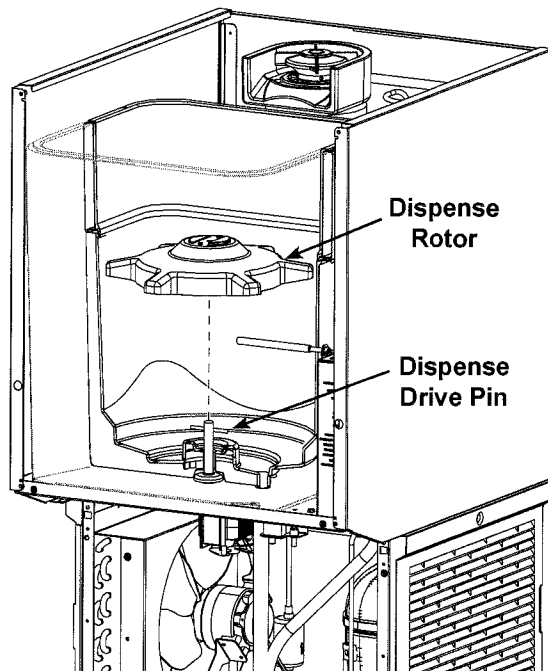
5. Disconnect ice level control at harness.

CAUTION	
Moving parts hazard.	
Risk of personal injury.	
Disconnect electrical power before proceeding.	

6. Unplug or disconnect unit from electrical power.
7. Remove ice storage bin cover, set aside.
8. Remove agitator (rotate CCW), set aside.
9. Remove 2 thumbscrews & chute cover, set aside.



10. Lift up and remove dispense rotor, set aside.



11. Mix a solution of ice machine scale remover, such as Scotsman Clear 1 and potable water per the directions supplied with the scale remover.
12. Use a clean cloth and wash all the interior surfaces of the bin and the bin cover, agitator bar, chute cover and dispense rotor with the ice machine scale remover solution. Rinse with clear water.
13. Mix a 2 gallon or 7.5 liter solution of locally approved sanitizer. A possible sanitizer solution is one packet of Stera Sheen Green Label and 2 gallons or 7.5 liters of warm potable water.
14. Use a new clean cloth and wash all the interior surfaces of the bin and the bin cover, agitator bar, chute cover and dispense rotor with the sanitizer solution.
15. Return all parts to their original positions and secure them with their original fasteners.
16. Reconnect electrical power and restart the machine.

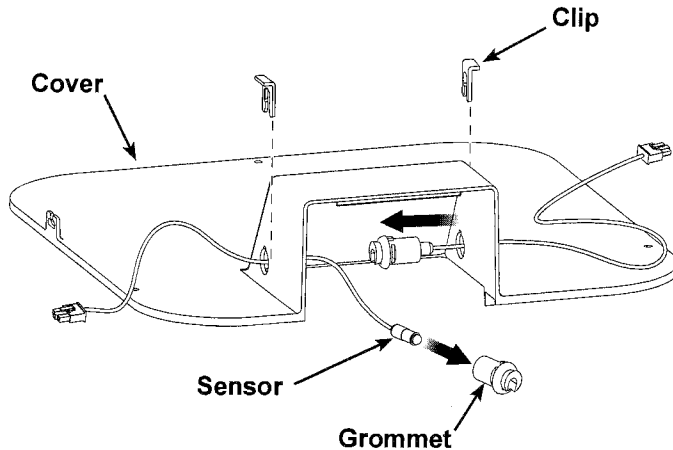
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Ice level controls

Clean if the controller indicates bin full and there is no ice between the sensors.

1. Remove top front and top panels.
2. Shut machine off.
3. Disconnect ice level controls at connector.
4. Remove 3 screws and ice storage bin cover.
5. Pull each sensor grommet clip up and off.



6. Push grommets out of bin top.
7. Pull each sensor out of its rubber grommet. Pull on the part closest to the grommet, not the wire.
8. Wipe the sensor lenses clean with a soft, clean cloth. Caution - do not scratch the lens. If there is mineral scale on the lens, ice machine scale remover will be needed to wipe them clean.
9. Return each sensor to a grommet, push it in until it snaps into place.
10. Reverse the rest of the steps to reassemble.

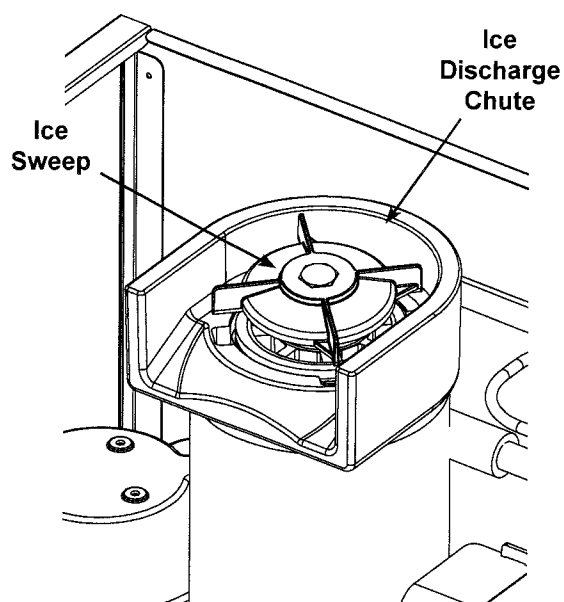
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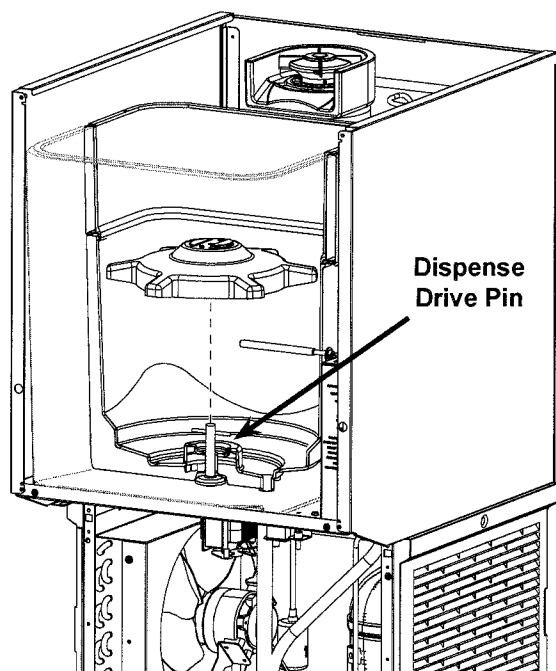
Dispensing Bin

The dispensing bin may be removed for cleaning or to provide service access to other components.

1. Go thru steps 1 thru 10 of the Bin Cleaning Procedure above.
2. Remove chute cover.
3. Remove ice sweep and ice discharge chute.

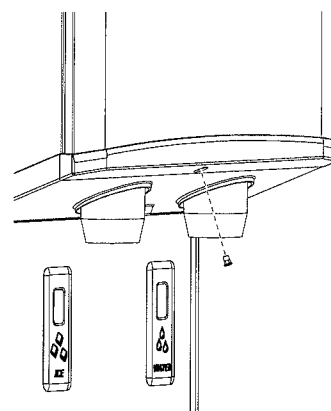


4. Remove dispense motor drive pin.

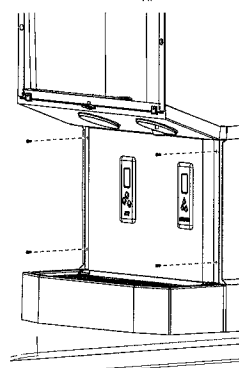


5. Twist and remove the water and ice dispense chutes.

6. Remove the chute mounting panel.

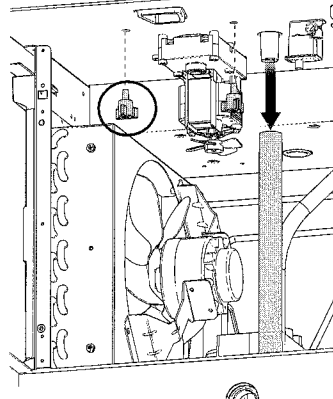


7. Remove splash panel, disconnect sensors from harness and set panel aside.

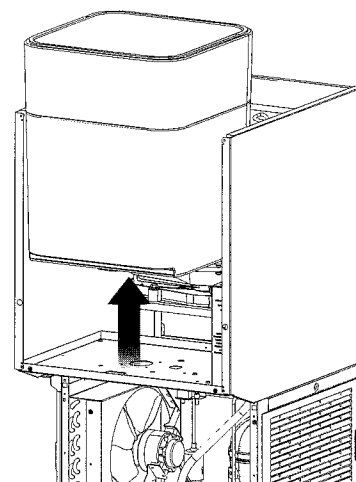


8. Locate two plastic knob bolts under the bin. Remove them.

9. Locate bin drain and disconnect it from bin fitting.



10. Lift the bin up and off the chassis. Clean as needed.



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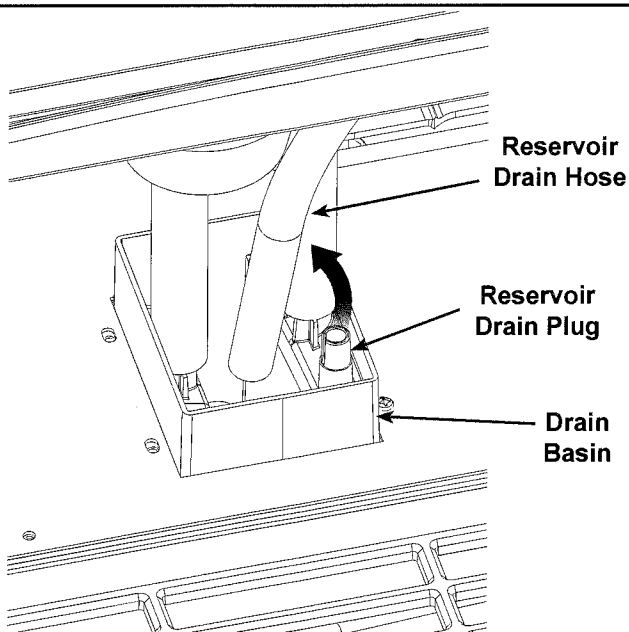
Ice Making and Ice Dispensing System Cleaning Instructions

Hand tools, cleaning supplies and hand protection are recommended for this procedure.

Frequency: Recommended minimum time between cleanings is 6 months. To aid in determining if the machine has not been cleaned in 6 months, a Time To Clean light will glow after 6 months of power up time. Cleaning the machine with the following process will reset that light and the timer that controls it. More frequent cleanings may be required based on the mineral content of the water, run time and potential airborne contamination.

1. Remove both front panels.
2. Push On/Off button to shut ice making off.
3. Shut water supply off.
4. Drain water from ice making system by pulling reservoir drain hose from plug at drain basin and return to plug when drained.

Note: Drain into drain basin in base of unit. Sink must be attached to unit throughout this process.



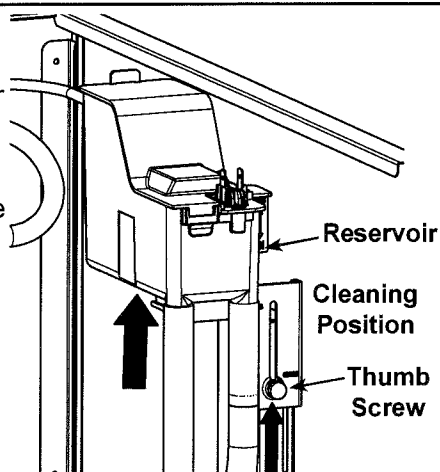
5. Remove reservoir cover and fill with hot (110-120 degree F.) water, wait 2 minutes and drain water from ice making system by pulling reservoir drain hose from plug and return hose to plug when drained.
6. Mix a solution of 16 oz or 1/2 liter of Scotsman Clear 1 ice machine scale remover and 16 oz or 1/2 liter of clean, potable water.

7. Loosen thumb screw holding water reservoir to post.

8. Lift water reservoir to the top of the post and re-secure with the thumb screw.

9. Remove cover from water reservoir.

10. Vend all ice from dispenser.

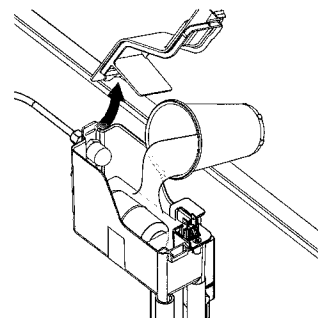


CAUTION

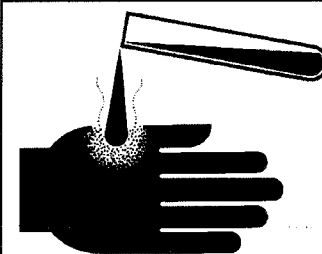
Moving parts hazard.
Risk of personal injury.
Disconnect electrical power before proceeding.



11. Remove dispense bin cover.
12. Remove ice discharge chute cover from top of ice making system.
13. Pour cleaning solution into reservoir.
Caution: solution is highly acidic. Use rubber gloves and Do Not Spill.



CAUTION



Scotsman Ice Machine Cleaner contains acids. These compounds may cause burns.

If swallowed, DO NOT induce vomiting. Give large amounts of water or milk. Call Physician immediately. In case of external contact, flush with water.

KEEP OUT OF THE REACH OF CHILDREN

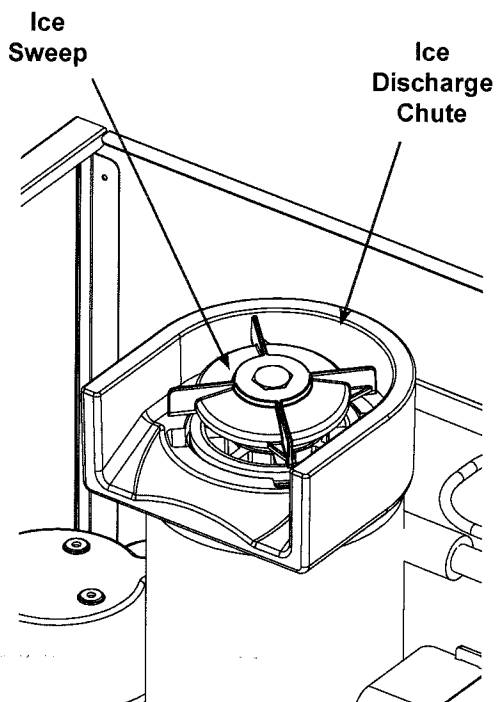
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14. Push the Clean button. The unit will operate the auger motor for 30 minutes and then stop.

Note: Stop at any time by pushing the On/Off button.

15. Disconnect unit from electrical power.
 16. Drain the scale remover solution from the water system by pulling the reservoir drain hose from its plug and return it to the plug when drained.
 17. Pour 24 ounces or .7 liters of clean, potable water into the reservoir.
 18. Drain the water from the water system by pulling the reservoir drain hose from its plug and return it to the plug when drained.
 19. Mix a solution of 4 ounces or 118 cc of ice machine scale remover and 16 oz or 1/2 liter of potable water. Use this scale remover solution to washout the water reservoir cover, ice discharge chute, ice chute cover, ice delivery chute, storage bin cover and inside of the ice storage bin. Also wash the sink /drip tray and grill with this solution. Pour half down the bin drain and the rest into the sink / drip tray to flush out their drains.
- Sanitize now.
20. Mix a 2 gallon or 7.5 liter solution of sanitizer.
A recommended sanitizer solution is one 2 oz. packet of Stera Sheen Green Label and 2 gallons or 7.5 liters of warm potable water, or an equivalent sanitizer at a concentration of 100 ppm.
 21. Pour the sanitizer solution into the reservoir until it is full (level with the molded line on the side).
 22. Reconnect electrical power.
 23. Push the On/Off button to make ice for 10 minutes. Add more sanitizer to the reservoir to keep it full while making ice.
 24. Push the On/off button to stop making ice.
 25. Disconnect electrical power.
 26. Remove the ice outlet cover, dispense rotor and ice dispenser agitator from the bin. Wash them with the sanitizer solution.
 27. Wash all inside surfaces of the ice storage bin and ice discharge chute with the sanitizer solution.
 28. Wash the ice discharge chute cover, ice sweep, metal area below the ice sweep and ice dispense chute with the sanitizer solution.
 29. Wash the sink / drip tray and grill with the sanitizer solution. Pour remaining sanitizer into the bin and sink. Do not overfill bin.
 30. Drain sanitizer from ice making system by pulling reservoir drain hose from plug and return hose to plug when drained.
 31. Loosen thumb screw holding water reservoir to post and lower the water reservoir to the top of the slot, retighten thumb screw.
 32. Return the chute cover, dispense rotor and agitator to the inside of the storage bin. Secure with the original fasteners.
 33. Return the ice dispense chute and water reservoir cover to their original positions and secure them with their original fasteners.
 34. Reconnect water and electrical power to the machine.
 35. Push the On / Off button to restart ice making.
 36. Operate machine for 5 minutes and then push the On / Off button to stop ice making.
 37. Pour 16 oz or 1/2 liter of warm potable water into the bin. Repeat until the ice has been melted.
 38. Return the dispense bin cover to the machine and secure with the original screws.
 39. Push the On / Off button to resume ice making.
 40. Return all panels to their normal positions and secure with the original screws.



HID312, HID525, HID540

Service Manual

Other Maintenance

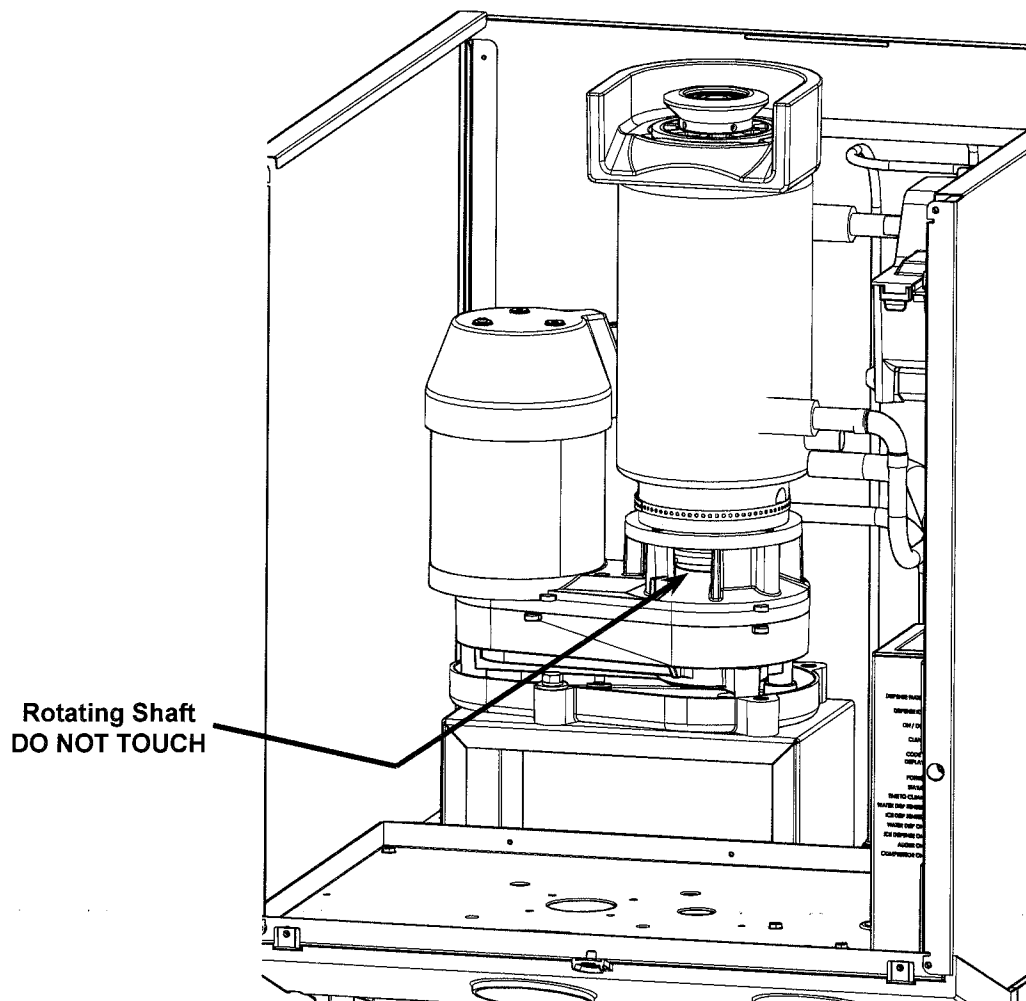
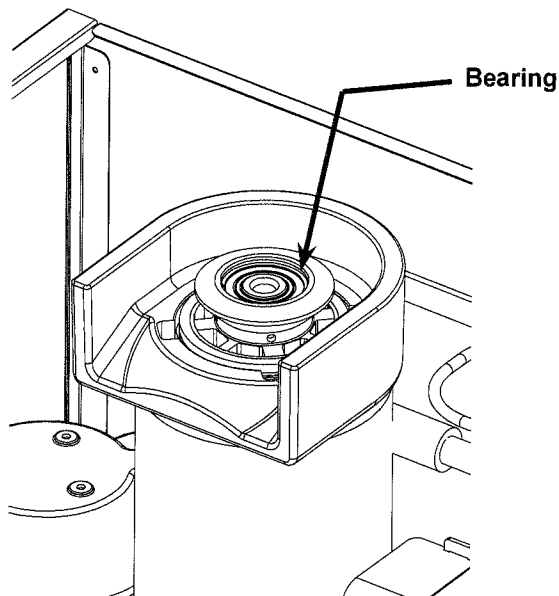
The auger in the ice making system is centered by bearings at the top and bottom. It is also sealed from leaking by a water seal at the bottom.

The bearings are permanently lubricated and need no maintenance. They can be visually checked for obvious wear or damage but there is no need to add lubrication.

Auger motor bearings and the gear reducer are also permanently lubricated and need no maintenance.

The bottom of the ice making system should be checked for water leaks. Water draining from the bottom is an indication of a water seal leak. Immediate repair is required when a water seal leak is discovered.

Caution: Moving parts hazard. Do not touch the rotating shaft at any time.



HID312, HID525, HID540**Service Manual****Basic Troubleshooting**

Symptom	Possible Cause	Probable Correction
No ice is dispensed	No ice in bin	Unit in Off mode. Remove upper front panel and check controller code, push On/Off button to restart.
		No water to unit. Controller shows code 3. Restore water supply.
		No power to unit, power light on controller is off. Restore power.
		High pressure control opened. Controller shows code 4, water interrupted to water cooled model. Restore water and reset controller.
		Ice level control sensing full bin falsely. Controller shows b. Clean ice level control sensors.
	Dispense motor not turning	Remove upper front panel, check controller indicator lights. Hold container in front of sensor, does the Ice Dispense Sensed light glow? If no, sensor is not detecting the container. If yes, does the Ice Dispense light glow? If yes, push Dispense Ice button. Does the motor activate? If yes, go to next row. If no, check for voltage at motor. If no voltage, replace controller. If voltage at motor, replace motor.
	Dispense motor working, but ice in bin not moving	Agitator or rotor not turning, remove all ice and inspect for damage to agitator and rotor.
No water is dispensed	No water to unit.	Restore water.
	Water valve not opening	Remove upper front panel, check controller indicator lights. Hold container in front of sensor, does the Water Dispense Sensed light glow? If no, sensor is not detecting the container. If yes, does the Water Dispense light glow? If yes, push Dispense Water button. Does the water valve activate? If no, check for voltage at valve. If no voltage, replace controller. If voltage at valve, replace valve.
Water drips from spout	May be normal	A few drops per minute is normal.
	Bin drain may be plugged.	Check bin drain tube at basin.
Dispensed water is cloudy, but clears up in a few minutes	Air in the water	This is normal and can vary depending upon how much air is in the water. May be improved by lowering water pressure to the unit.
Water leak near front	Drip tray not in position	Confirm drip tray is pushed all the way back and touching the base.
Water filling drip tray	Main drain plugged	Remove splash panel and inspect basin for standing water. Clear drain to and from basin.

HID312, HID525, HID540**Service Manual****Troubleshooting**

Symptom	Possible Cause	Probable Correction
No ice in bin	Auger motor not operating	Open windings. Check motor windings and replace if open.
		Gear reducer seized, replace gear reducer.
		Auger bearings seized, replace bearings and seal
		No power to auger motor, Auger light is ON. Replace controller.
		Code 2 in controller. Check that sensor rotates with motor and isn't loose. Tighten screw if loose.
		Code 1 in controller, replace auger motor.
	Compressor not operating	Contact coil is open, check and replace if needed.
		Compressor hot and overheated, check start relay and start capacitor
		No power to compressor or contactor coil. Compressor light is ON. Replace controller.
		Compressor at room temperature, will not start. Check windings. If open, replace compressor. If not open, check/replace start relay and start capacitor.
	Compressor operating, auger turning, no ice is made	Check refrigeration system, TXV may be set to too much superheat or the system is low on refrigerant.
Excessive noise	Tubing contact	Check for tubes rattling and panels not tight
	Fan blade out of balance	Replace fan blade
	Compressor noisy	Replace compressor
Moaning noise when making ice	Water seal being compressed	Gear reducer bearing failure, replace gear reducer
Dispense motor not turning	No voltage to it	Check dispense light, if on there should be voltage. If none, replace motor.
	Wrong voltage motor	Check motor label, install correct motor.
Dispense motor working, but ice in bin not moving	Broken ice agitator	Replace and check for mechanical cause for breakage
	Broken drive pin	Replace and check for worn hole in dispense motor shaft
Too much ice in drip tray	Users are taking ice and dumping it	Glass size too small, use larger glass.
Water leak near front	Drip tray not in position, hard to push all the way in	Add small amount of food grade lube to the drip tray drain stub or o-ring in drain fitting.
Glass does not trigger dispense light	Glass is too clear	Confirm by testing dispense with hand behind glass.

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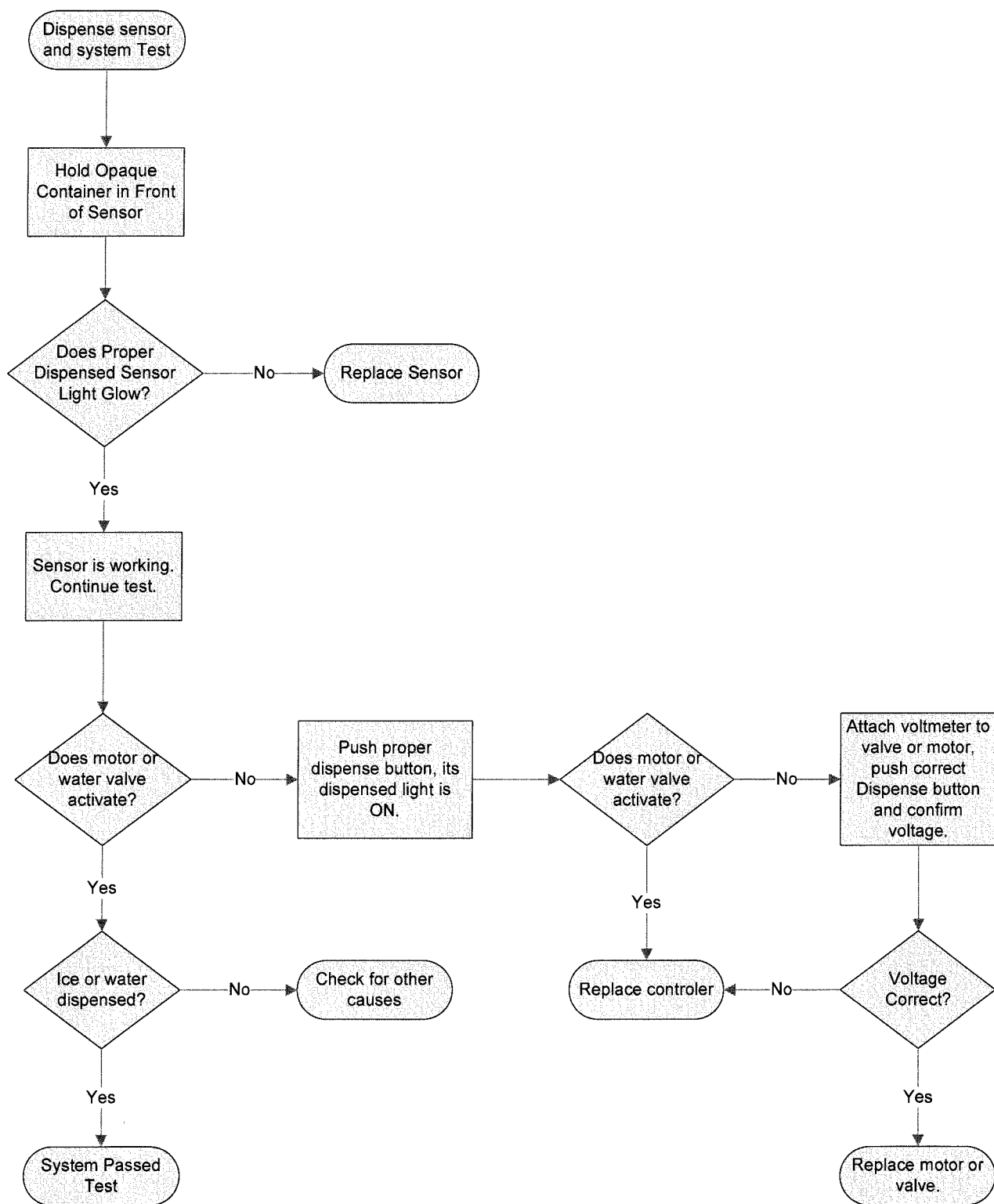
Service Manual

Controller Diagnostics

Code or Light Action	Probable Cause	Suggested Action
<i>D</i>	Unit manually switched off	If desired, switch unit on.
<i>F</i>	Freeze mode	None, unit is making ice.
<i>b</i>	Bin sensors sense bin full	Check if bin is full.
<i>E</i>	Corrupted memory	Replace controller
<i>C</i>	Clean mode	Continue clean mode
<i>d</i>	Test mode	None, allow unit to finish test mode.
<i>I</i>	Auger motor rotated auger backwards.	Replace auger motor. Check water seal area for leaks, replace seal if leaking.
<i>2</i>	Auger motor stalled or operating slowly	Clean ice making system and retry. If unit shuts off again right after a reset, magnet rotor on motor shaft may be loose.
<i>3</i>	No water in reservoir	Restore water. If there is water, is it too pure? Are sensor wires connected?
<i>4</i>	High pressure cut out open	Check fan motor on air cooled or water supply on water cooled.
Water dispense sensed light blinking	Container positioned in front of water dispense sensor for more than 24 seconds	Normal, controller has a time limit for dispensing. Remove container.
Water dispense light blinking		
Ice dispense sensed light blinking		
Ice dispense light blinking		
Status light is on	Unit is in ice making mode	Normal, may not be making ice if bin is full
Time to Clean light is on	Unit has not been cleaned for at least 6 months	Clean unit
Water Dispensed Sensed light is on	A container is in front of the sensor	Normal during water dispensing
Ice Dispensed Sensed light is on	A container is in front of the sensor	Normal during ice dispensing
Water Dispense light is on	Water solenoid has been activated	Normal during water dispensing
Ice Dispense light is on	Bin drive motor has been activated	Normal during ice dispensing
Auger light is on	Auger motor is active	Normal when making ice
Compressor light is on	Compressor is active	Normal when making ice

Dispensing Sensors

Remove upper front panel, check controller indicator lights.



HID312, HID525, HID540

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Test Procedures

Photo-Eye Bin Control

Remove front panel.

Check controller code display. If the unit is in ice making mode (status light on) there will normally either be an F or a b displayed.

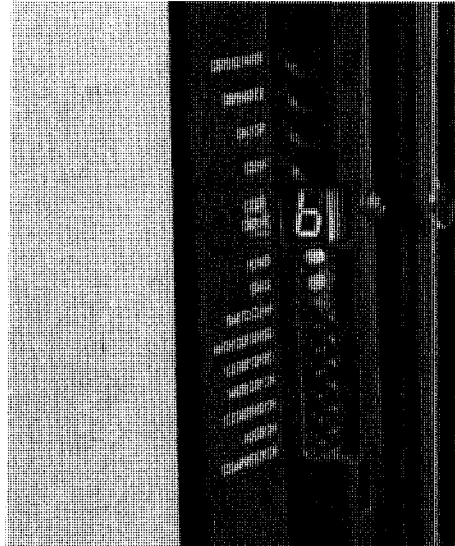
If the bin is full, b is displayed.

If the bin is not full and the unit is in ice making mode, F is displayed.

if the bin is not full and the unit is off, O is displayed.

False bin full: If the bin is not full and b is displayed:

1. Check for loose connection at the harness to the photo eye sensors.
2. Check for broken wire at sensor.
3. Check for something blocking the sensors, which can include scale buildup.



Rotation Sensor

The sensor consists of a pick up and a magnet. The pick up has a wire that connects to the controller. The magnet is in the rotating magnet holder on top of the auger motor. if the rotor is loose, it will not rotate and the sensor will shut the machine off for no rotation.

1. Remove front and left side panels.
2. Remove motor cover.
3. Check that rotor has magnet and is secure to motor shaft.

Note: Special thin open end wrench may be needed to hold motor shaft, it fits under the magnet rotor.

Dispensing Motor

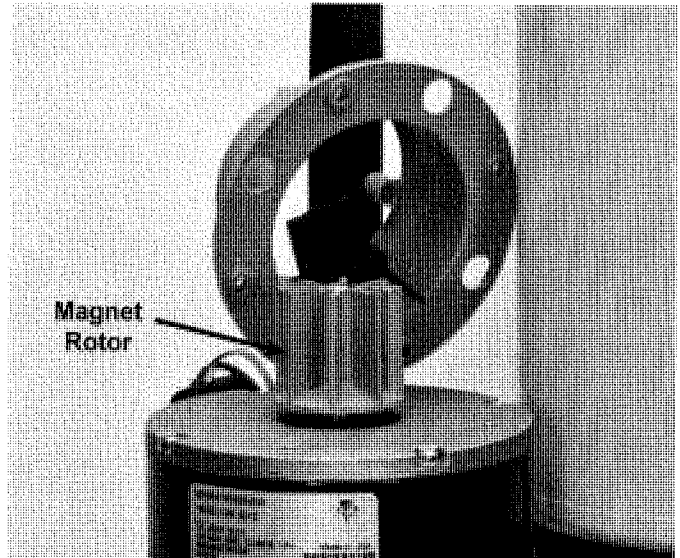
See chart on prior page.

Remove splash panel.

Place voltmeter probes on motor terminals.

Press Dispense Ice and confirm voltage. If voltage is correct and motor does not function, replace dispense motor.

Note: 230 volt motor in an 115 volt machine will rotate with an empty bin but not one with ice. Be SURE to confirm voltage on label to match ice machine voltage.



HID312, HID525, HID540

Service Manual

Test Procedures - Refrigeration

The HID refrigeration system is steady-state. When in operation and stabilized, it will maintain nearly constant discharge and suction pressures.

Items that can affect that are:

- Irregular water flow
- Erratic thermostatic expansion valve
- Changes in room air temperature

Normally use of refrigeration gauges is unnecessary. If the unit is making ice properly, it is highly likely that all is normal. Refrain from attaching gauges, and then only use very short hoses to avoid changing the amount of refrigerant charge. See pressure information on page 9.

The compressor gets its power from the contactor, which is operated by the controller. It must be working or the compressor will be off.

Compressor Starting

The HID312 uses a current relay for starting. The HID525 and HID540 use a potential relay. Both have start capacitors.

HID312 current relay: The contacts of a current relay are normally open and close when the current is high. They stay closed until the compressor starts and the current drops off.

Compressor starts but current too high, overheats. If the relay does not open the start winding will remain powered and there will be current in the wire between the start capacitor and the compressor. Replace the relay.

Compressor does not start. Current relay contacts may be open because relay coil is open, check for continuity. Start capacitor may have failed.

HID525 or HID540 potential relay: The contacts of this relay are normally closed and open when the compressor starts.

Compressor starts but current too high, overheats. If the relay contacts do not open, there will be current from the start capacitor. Replace the relay.

Compressor does not start. Relay contacts open, check for continuity. Replace relay if open. Start capacitor may have failed.

Capacitor Testing

Capacitors may be tested using a multimeter, but begin with a visual test. A good indication of a failed capacitor is one that is bulging or leaking.

If the capacitor looks ok, check it with a multimeter.

1. Discharge the capacitor.
2. Set a digital meter to a high resistance scale of at least 4k.
3. Put the probes on the capacitor terminals and observe the display. It should provide a reading and then show Open Line. If no reading, the capacitor has failed and should be replaced.

If the meter has a Capacitance setting, use it to measure the capacitance, replace if not near to the mfd listed on it.

Compressor Testing

Because the compressor is the hermetic type, the available testing methods are limited. Some items that can be measured are winding resistance and amp draw.

If the compressor does not start and a check with an amp meter shows it does not draw any current, it is likely it has an open winding or overload. Those can be checked using a multimeter.

If the compressor is hot the overload may be open. An open overload is an indication of a worn compressor, defective starting components or high superheat.

Note: Normal operating temperature of the compressor dome is 85 - 95 degrees F. - warm to the touch.

If the overload is open and the compressor is not hot, the overload itself could be the problem. Overloads also open due to high current and a shorted winding could cause that. Check for shorted or grounded windings with a multimeter.

High superheat is caused by lack of refrigeration, possibly from low charge or a TXV starving the evaporator.

HID312, HID525, HID540

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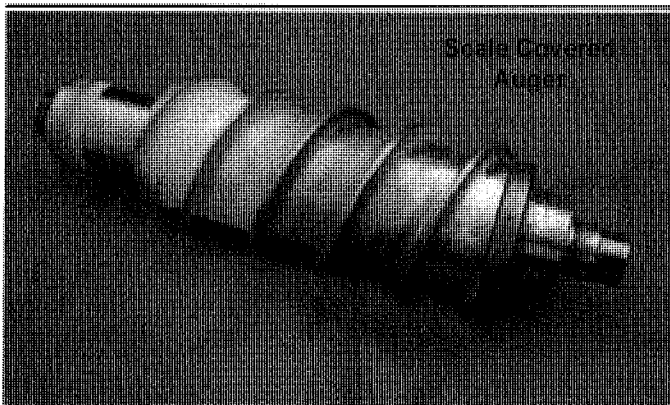
Test Procedures Auger and Gear Reducer

Auger

The auger must be clean and undamaged to work properly.

Remove it from the evaporator to confirm.

Note: A wet auger will appear clean - dry it to check for scale.



Damaged auger flight edges are not repairable and the auger must then be replaced.



Auger Motor

The auger motor is a PSC motor with a capacitor. If the motor will not start, check first for voltage to the motor.

If there is full voltage to the motor, check the capacitor and motor windings, replace the motor if the winding is open. Replace the capacitor if it is damaged, open or weak.

Note: The replacement motor is supplied attached to a gear reducer cover. Remove the motor from the cover and attach it to the gear reducer.

A reversed motor code (1) is a strong symptom of a motor that should be replaced.

Gear Reducer

The gear reducer is a sealed component. No gears or shaft bearings are available. A gear reducer without motor is available.

A properly operating gear reducer will operate quietly and draw a consistent amount of amps. It will not leak lubricant. Oil discharge is a strong indicator of water infiltration and is cause for replacement.

High amp draw could be caused by scale build up in the evaporator. Clean it first, then check amp draw. Confirm the top and lower bearings are not seized or rough.

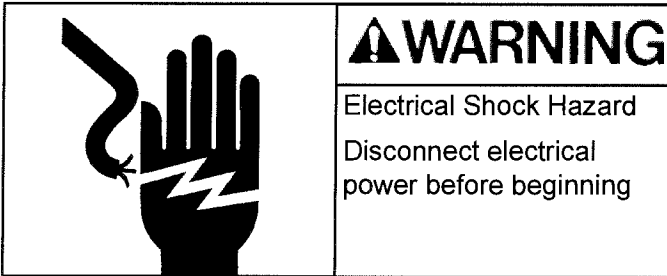
A motor that rotates but the output shaft does not turn indicates a stripped gear and is cause for the gear reducer section to be replaced.

Removal - must remove the bin

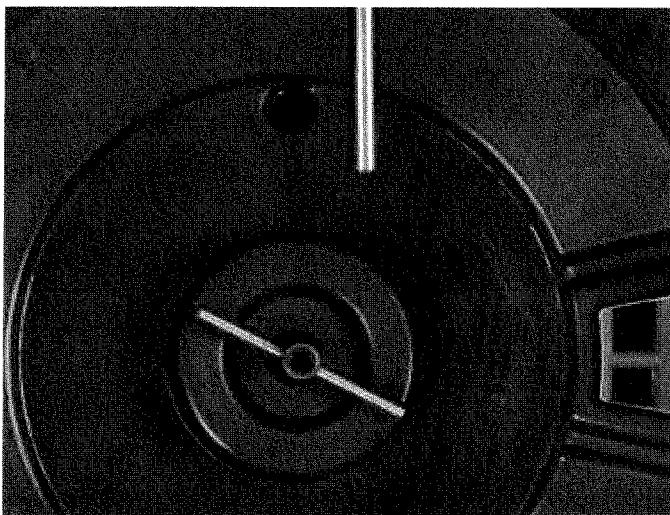
1. Vend or melt out all ice.

Note: Only add 16 oz or 1/2 liter water to the bin at a time, as excess water will drain out the spout.

2. Disconnect electrical power to unit.

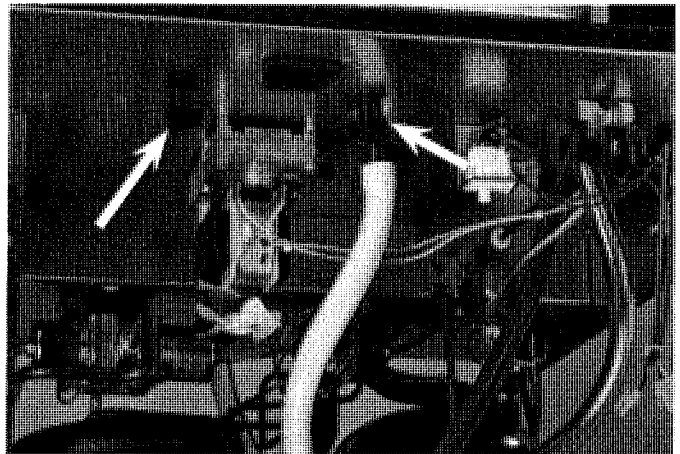


3. Remove front, top, side and upper back panel.
4. Remove splash panel.
5. Disconnect ice level control at harness.
6. Remove ice storage bin cover, set aside.
7. Remove agitator (rotate CCW), set aside.
8. Remove 2 thumbscrews & chute cover, set aside.
9. Lift up and remove dispense rotor, set aside.
10. Remove ice sweep.
11. Remove ice delivery chute and chute cover.
12. Remove dispense motor drive pin.



13. Twist and remove the water and ice dispense chutes.
14. Remove the chute mounting panel.

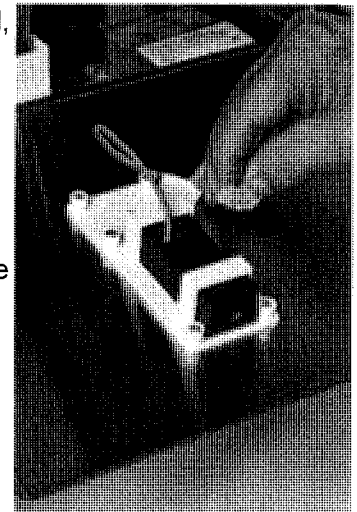
15. Locate two 3 prong knob bolts under the bin. Remove them.



16. Locate bin drain and disconnect it from bin fitting.
17. Lift the bin up and off the chassis.
18. Disconnect wires to dispense motor.
19. Remove 4 bolts holding motor to machine and remove the motor.
20. Install new motor, be sure it is the correct voltage and attach the cooling fan blade.

Dispensing Sensors

1. Disconnect electrical power to unit.
2. Remove splash panel, disconnect sensor from harness.
3. Remove 6 screws holding sensor bracket to splash panel and pull the sensor body out of the holder.
4. Install new sensor.
5. Reconnect harness.



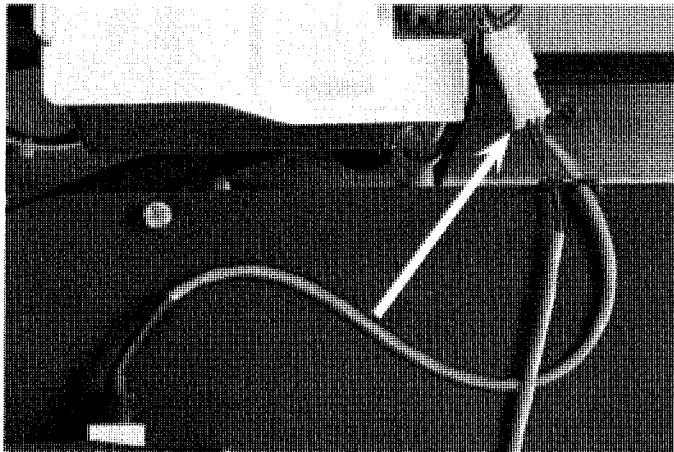
Reference: Ice / water dispense sensors, 01- is ice. has male contact pin, 3 pin on control top. Water is -02. Connects on control bottom.

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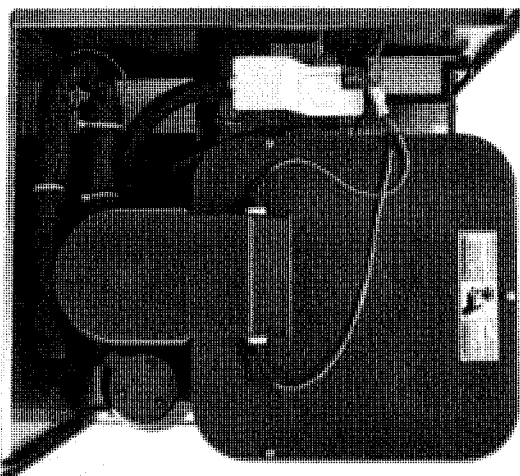
Service Manual

Photo Eye - Bin Control

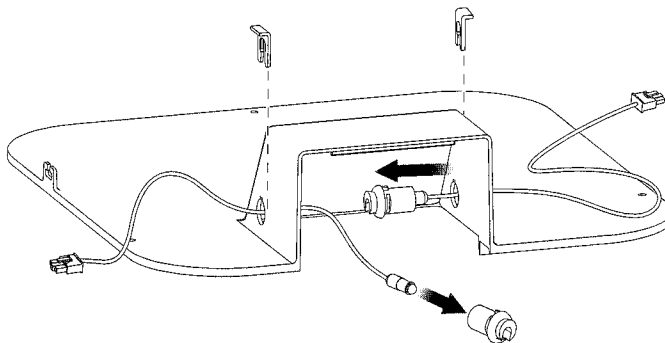
1. Remove front panel.
2. Unplug photo eye from harness. b will be displayed on controller.



3. Remove 3 thumbscrews holding bin top to bin.
4. Lift top off bin.



5. Pull clip from each photo eye holder and push holder in to release.



6. Grasp the rubber holder and sensor, pull apart to separate.

Note: Be sure to hold the sensor as close as possible to the holder. Do not pull on the wire.

7. Insert new sensor into holder, it will snap into place when pushed in far enough.
8. Route sensors from inside the bin top, re-secure each with a clip on the outside.
9. Place bin top on bin, secure with the thumbscrews.
10. Reconnect to harness and check that the b goes out.
11. Return front panel to its original position.

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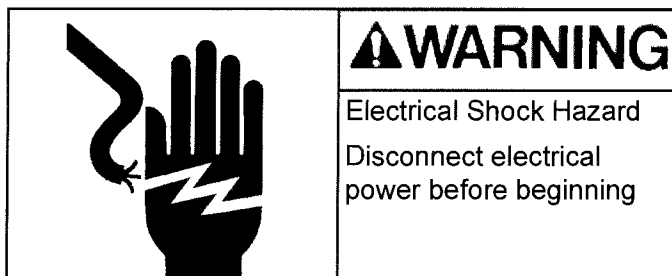
Gear Reducer

Removal - bin removal recommended

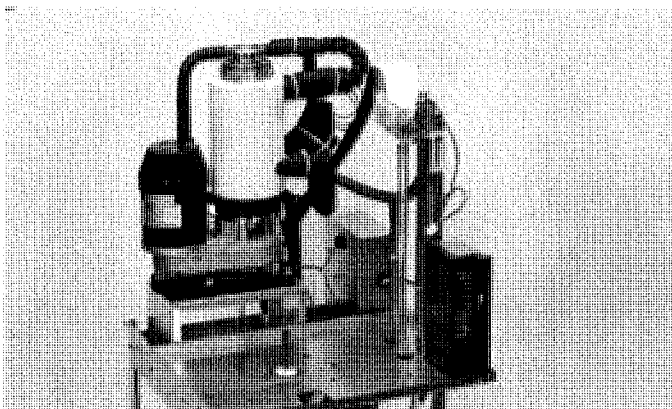
1. Vend or melt out all ice.

Note: Only add 16 oz or 1/2 liter water to the bin at a time, as excess water will drain out the spout.

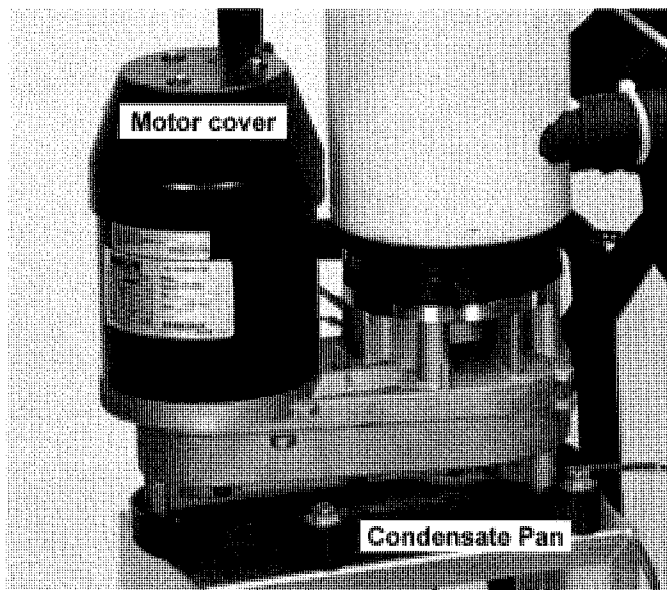
2. Disconnect electrical power to unit.



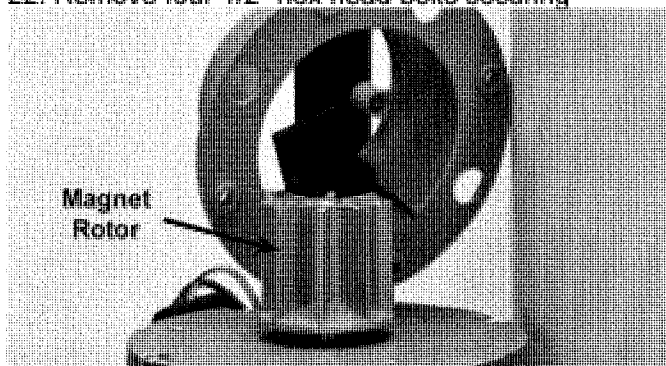
3. Remove front, top, side and upper back panel.
4. Remove splash panel.
5. Disconnect ice level control at harness.
6. Remove ice storage bin cover, set aside.
7. Remove agitator (rotate CCW), set aside.
8. Remove 2 thumbscrews & chute cover, set aside.
9. Lift up and remove dispense rotor, set aside.
10. Remove ice sweep.
11. Remove ice delivery chute and chute cover.
12. Remove dispense motor drive pin.
13. Twist and remove the water and ice dispense chutes.
14. Remove the chute mounting panel.
15. Locate two 3 prong knob bolts under the bin. Remove them.
16. Locate bin drain and disconnect it from bin fitting.
17. Lift the bin up and off the chassis.



18. Disconnect wires to auger motor.
19. Remove 3 screws holding motor cover to motor.
20. Remove 4 screws holding rotation sensor holder to motor.



21. Use a cordless impact driver to remove the screw holding the magnet rotor. If needed use the special thin wrench to hold motor shaft.
22. Remove four 1/2" hex head bolts securing



evaporator assembly to gear reducer cover.

23. Remove four 1/2" hex head bolts securing gear reducer condensate pan to chassis.
24. Separate gear reducer from evaporator and lift it from the machine.
25. Remove three 1/4 hex socket head screws securing pan to gear reducer.

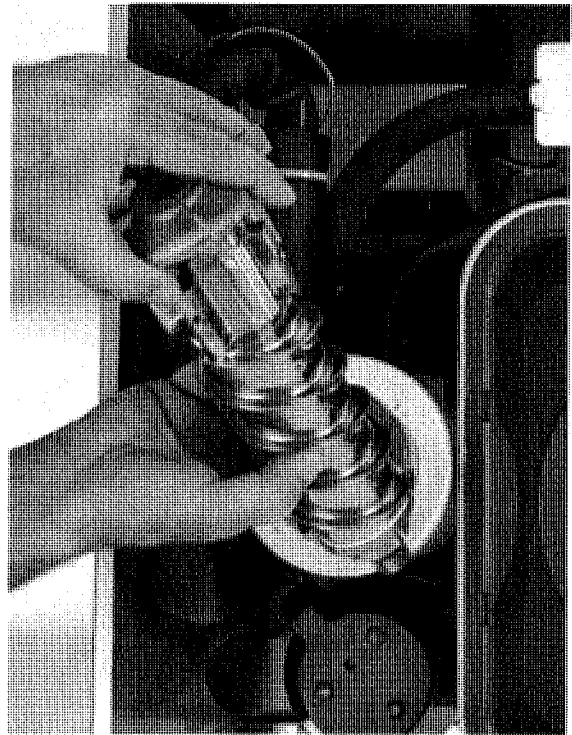
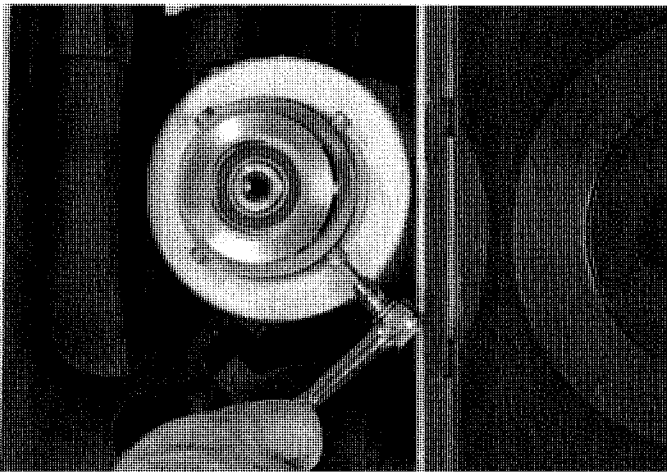
Install new gear reducer. Be sure vent plug is open

Auger

It is the manufacturer's recommendation that the top bearing, bottom bearing and water seal be replaced at the same time.

Extruder / Breaker

1. Remove top panel
2. Remove storage bin cover.
3. Slide chute cover back and remove.
4. Unscrew ice sweep.
5. Lift up and pull ice chute off evaporator.
6. Remove four 1/4 inch hex head socket screws.



Auger Motor

The auger motor may be replaced without removing the gear reducer. Due to manufacturing and testing reasons, the replacement auger drive motor is supplied mounted on a gear reducer cover. It is not necessary to replace the gear reducer cover.

7. Lift breaker off auger.

Auger

1. Shut water off to machine.
2. Disconnect electrical power.
3. Remove splash panel.
4. Drain reservoir
5. Remove top panel
6. Remove storage bin cover.
7. Slide chute cover back and remove.
8. Unscrew ice sweep.
9. Lift up and pull ice chute off evaporator.
10. Remove four 1/4 inch hex socket head socket screws.
11. Return ice sweep to auger.
12. Lift on ice sweep to remove auger.

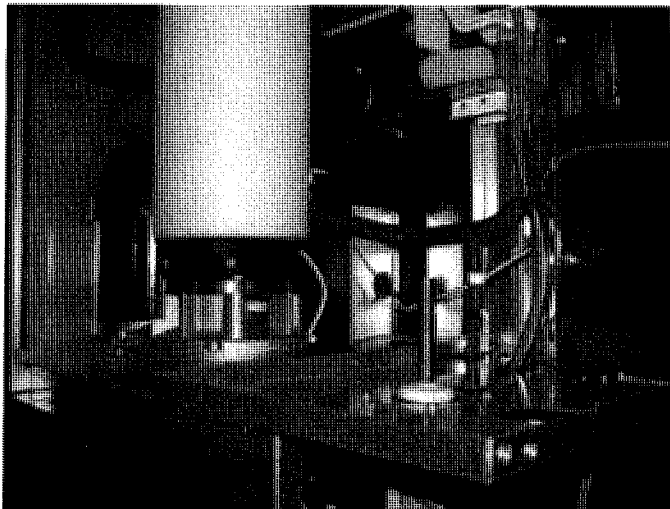
1. Remove 3 screws holding motor cover to motor.
2. Remove 4 screws holding rotation sensor to motor.
3. Use a cordless impact driver to remove the screw holding the magnet rotor. If needed use the special thin 3/8 open end wrench to hold the motor shaft.
4. Remove the original drive motor.
5. Separate the replacement drive motor from the shipping casting.
6. Install the rotor of the replacement motor into the gear reducer.
7. Attach the winding of the replacement motor to the gear reducer.
8. Attach the magnet rotor to the new motor shaft.
9. Attach the sensor and its holder to the motor.
10. Attach the motor cover to the motor. Reconnect wires.

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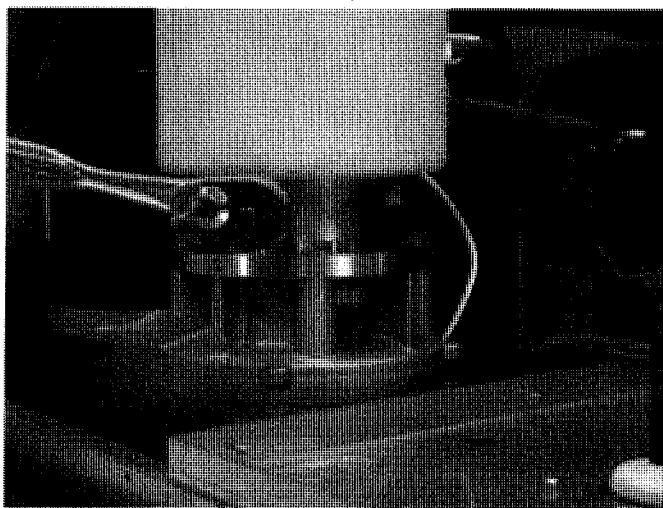
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Evaporator

1. Go thru all steps to remove the auger.
2. Go thru all steps to remove the bin.
3. Recover the refrigerant charge.

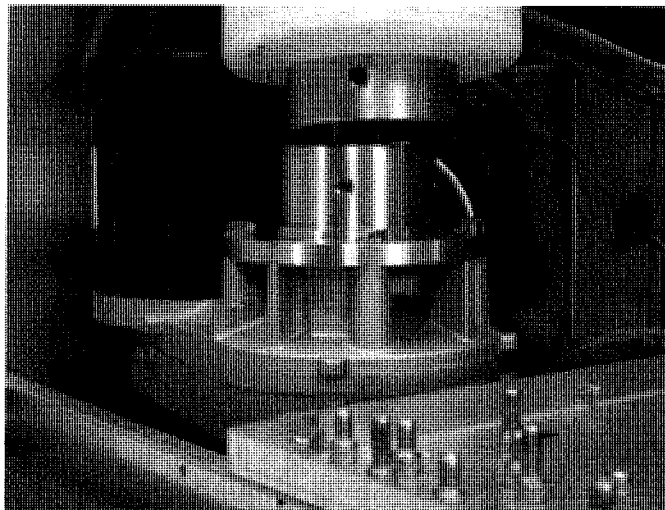


4. Remove foam wrap from bottom of evaporator.
5. Remove the four 1/4 inch hex socket head screws at the bottom of the evaporator.



6. Un-braze the evaporator refrigerant inlet and outlet.

7. Lift the evaporator up and off the bottom bearing retainer. The stationary half of the water seal will be in the bottom of the tube. The rotating half is on the auger.



8. Confirm auger is un-damaged.
9. Install new water seal.
10. Replace bottom and top bearings.
11. Attach new evaporator to adapter.
12. Replace the dryer and evacuate the system to at least 300 microns.
13. Weigh in the nameplate charge.

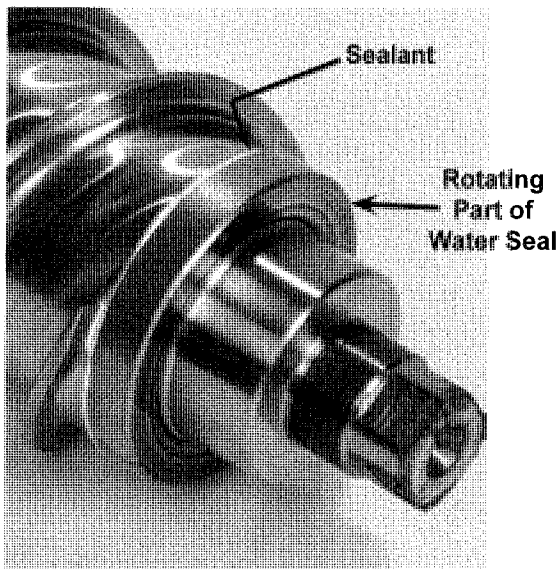
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Service Manual

Water Seal and Auger Bearings

Water Seal

1. Go thru all steps to remove the auger.
2. Remove the 4 allen head screws at the bottom of the evaporator.
3. Lift the evaporator up and off the bottom bearing retainer.
4. Push the water seal up on one side until it twists, grab it and pull it out.
5. Remove the rotating half from the bottom of the auger.
6. Clean the auger shoulder and add a very thin bead of food grade sealant to the bottom of the auger.



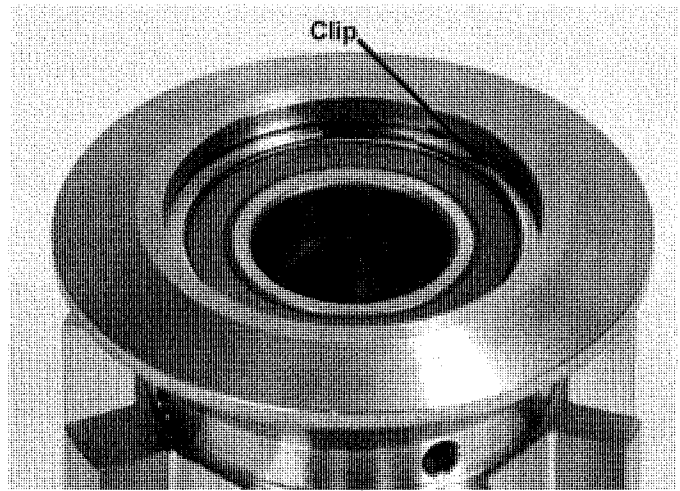
7. Carefully push the new rotating half of the water seal up against the sealant as far as possible. It should seat tightly and straightly against the auger shoulder. Do not put fingerprints on the sealing surface.
8. Wet the outside edge of the stationary half of the water seal and insert it into the bottom of the evaporator.
9. Slip the evaporator onto the bottom bearing retainer, the bearing retainer will push the water seal up into the correct position.

Note: The bottom bearing should have been replaced at this time.

10. Secure the evaporator to the bearing retainer with the original socket head screws. Be sure they are tight.

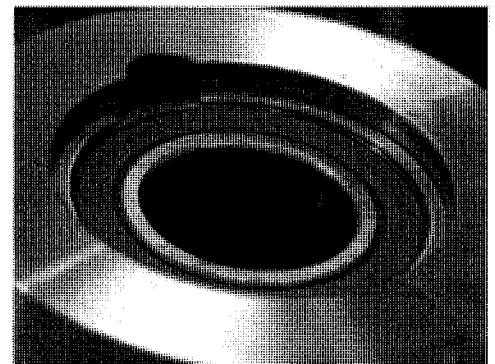
Top Bearing:

1. Go thru the process of removing the extruder breaker.
2. Remove the clip holding the bearing.
3. Tap out the old bearing.
4. Use the old bearing as something to tap on and drive the new bearing into the extruder.
5. Reinstall the clip.



Bottom Bearing:

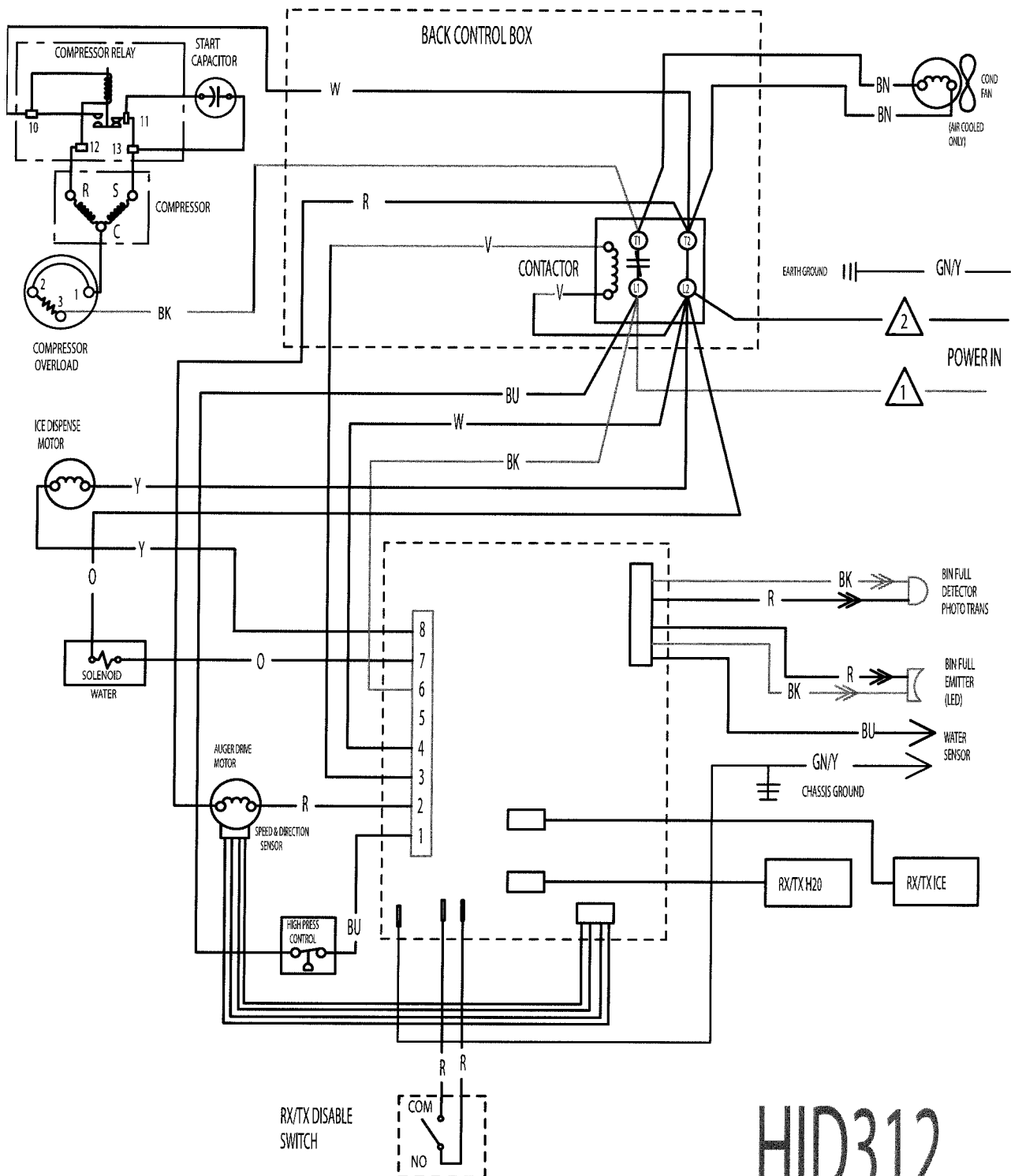
1. Go thru the process of removing the auger.
2. Remove the 4 allen head screws at the bottom of the evaporator.
3. Remove the bolts holding the bearing retainer to the gear reducer.
4. Separate the gear reducer, evaporator and bearing retainer.
5. Remove the clip.
6. Tap out the old bearing.
7. Use the old bearing as something to tap on and drive the new bearing into the extruder.



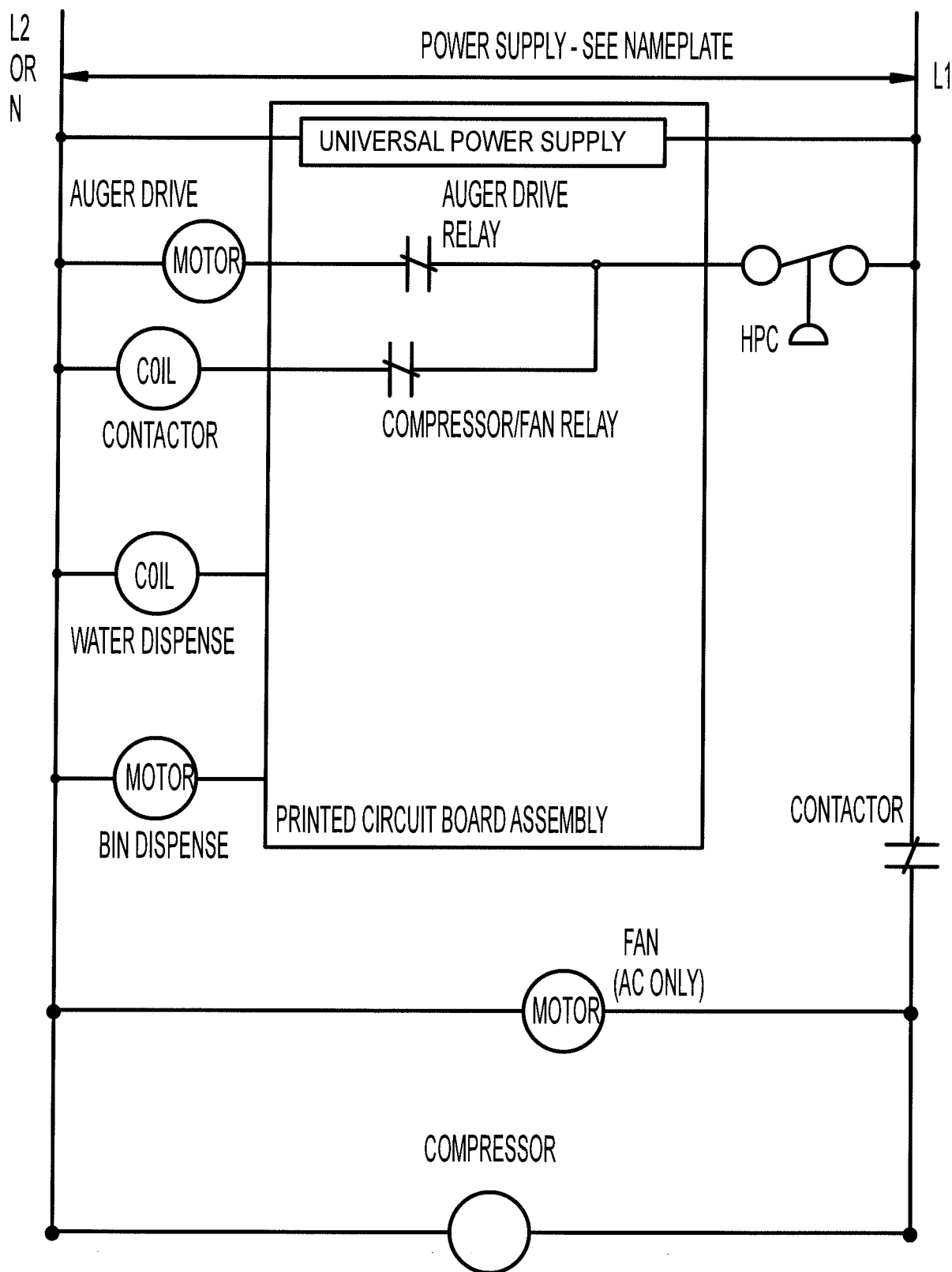
HID312, HID525, HID540

Service Manual

HID312 Wiring Diagram



HID312



HID312, HID525, HID540

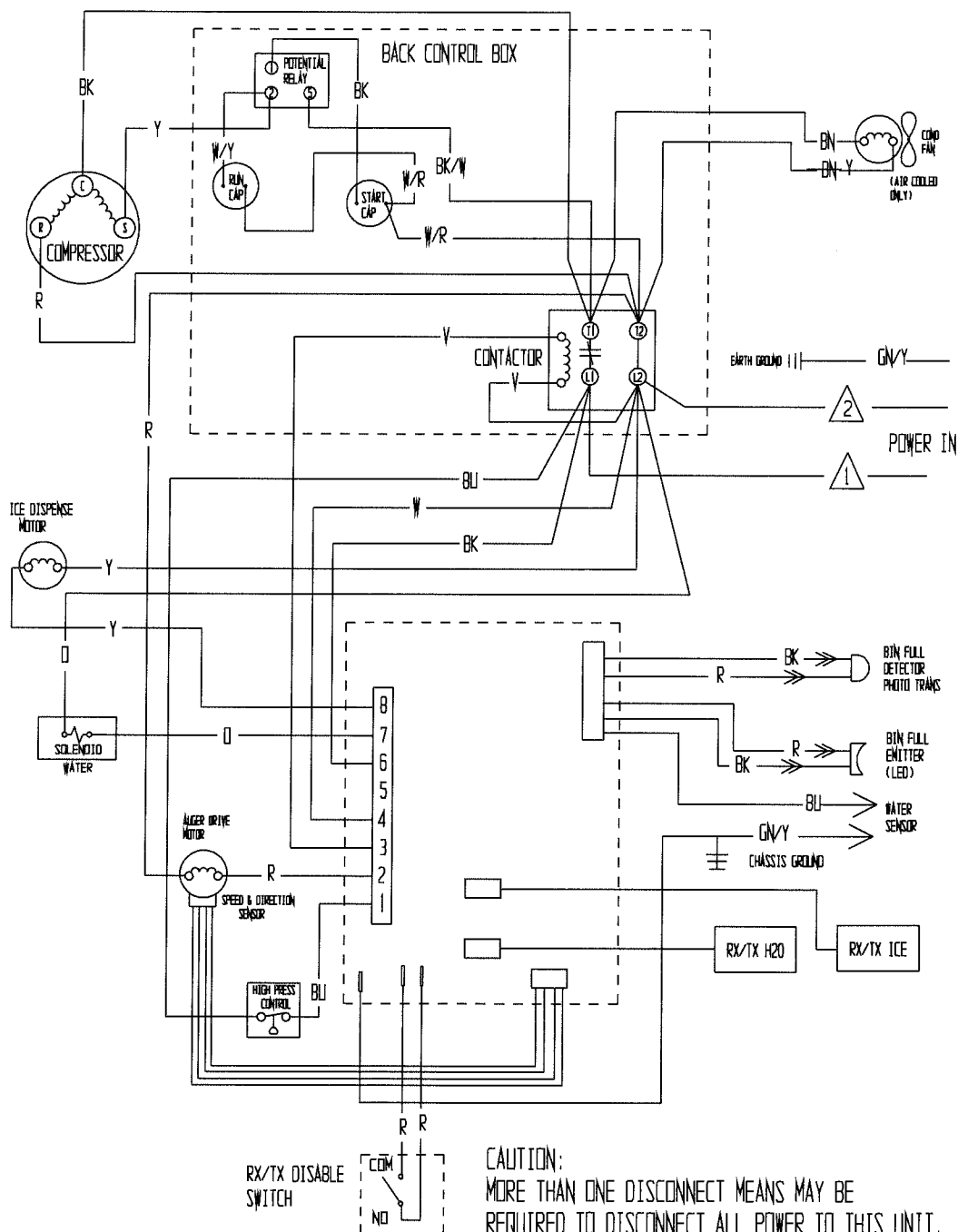
Service Manual

HID525 or 540 Wiring Diagram

17-3489-01

① WIRE COLOR FOR 208-230/60/1 AND 115/60/1 UNITS: BLACK
WIRE COLOR FOR 208-230/50/1 UNITS: BROWN

② WIRE COLOR FOR 115/60/1 UNITS: WHITE
WIRE COLOR FOR 208-230/50/1 UNITS: BROWN

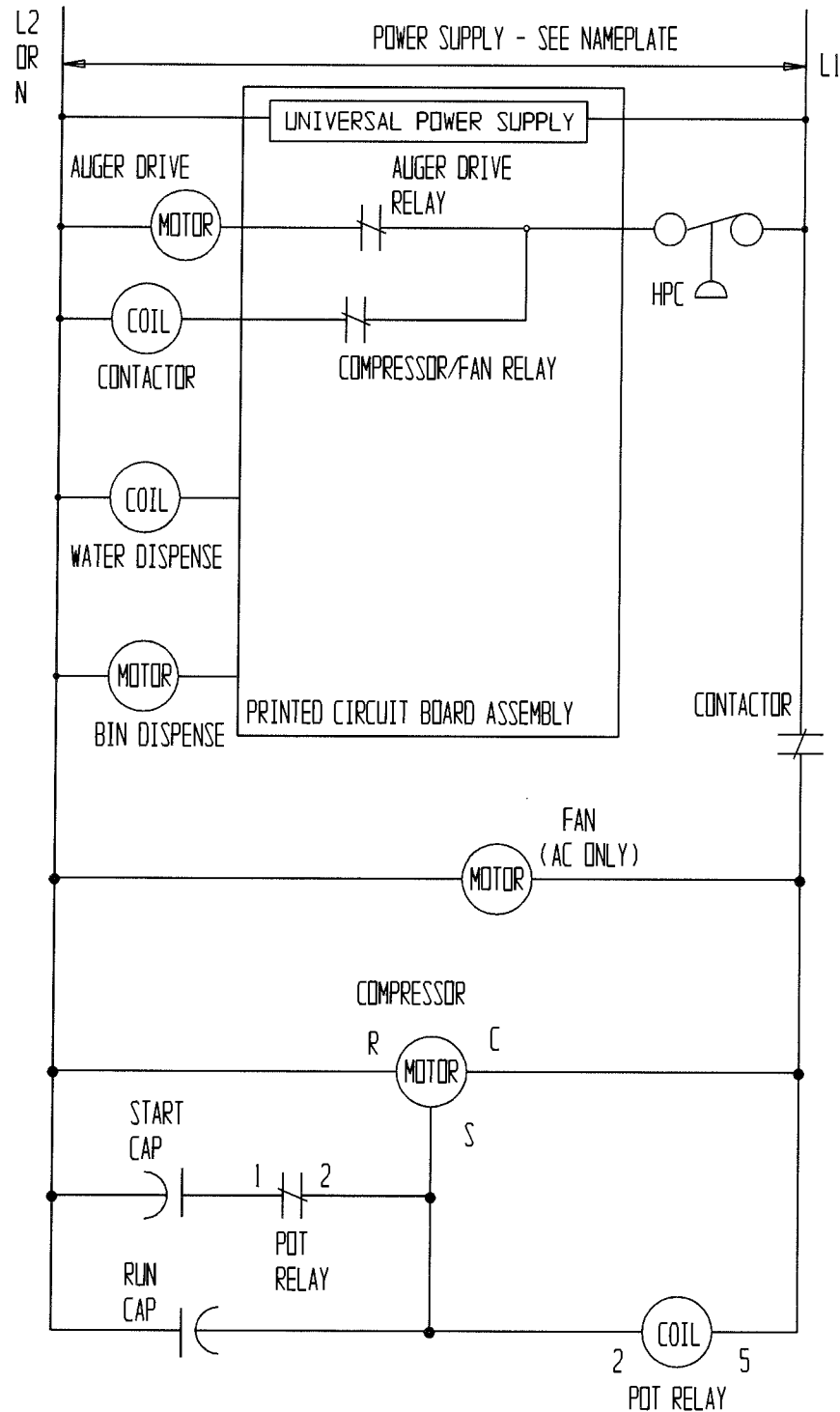


ALL CONTROLS SHOWN IN ICE MAKING MODE
WITH ALL DISPENSING SYSTEMS IN OPERATION

HID312, HID525, HID540

Service Manual

HID525 or 540 Schematic Diagram



ALL CONTROLS SHOWN IN ICE MAKING MODE
WITH ALL DISPENSING SYSTEMS IN OPERATION

SCOTSMAN ICE SYSTEMS

775 Corporate Woods Parkway

Vernon Hills, IL 60061

USA

847-215-4500

800-726-8762

www.scotsman-ice.com

Contract #: 2025-0636

Contract Type: Paper Contract

Contract Action: new

Procurement Type:

Department: Water Purification District G8130

Date Submitted: 06/05/2025

Contact Person: [Angelo Gaudio]

Contact Phone: (518)447-1624

Vendor Info: Bubonia Holding Corp.

Estimated Amount: 116600

Scope of Services: Obtain services in connection with the cleaning of the South Plant Ash Lagoon.

Budget Line Item: G98130-44071

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes -



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

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CHAIRMAN

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

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

June 5, 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-2025-073 South Plant Ash Lagoon Cleaning
Bubonia Holding Corp.**

Dear Contract Administration Board:

The Water Purification District is requesting contract authorization with Bubonia Holding Corp. (Bubonia) in the amount of \$116,600 for the South Plant Ash Lagoon Cleaning. The contract term is estimated for six months for the completion of work from the date of award.

Bubonia was the lowest responsible bidder for the above subject RFB. The bid tabulation, District's recommendation memo and Purchasing Department's concurrence memo are attached herein.

Fiscal Impact: 100% County Funded.

Budget Line Item: G98130.44071

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Angelo Gaudio".

Angelo Gaudio, P.E.
Executive Director

Enc: Purchasing Department Concurrence Memo
District Recommendation Memo
Bid Tabulation

cc: Mr. Wesley Hartmann, Policy Analyst
Mr. Alex Dott, Senior Budget Analyst



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio, Executive Director
Water Purification District

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: May 29, 2025

RE: RFB # 2025-073 South Plant Ash Lagoon Cleaning

I am in receipt of your recommendation to award the aforementioned to Bubonia Holding Corp. in the amount of \$116,600.00.

As Bubonia Holding Corp. is the lowest responsible and responsive bidder, I concur with your recommendation.

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
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COMMISSION
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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-2025-073 South Plant Ash Lagoon Cleaning
Date: May 29, 2025

The Water Purification District completed its review of the two bidders that responded to the above referenced RFB and recommends award to the lowest responsible bidder Bubonia Holding Corp.

The contract term is estimated to be 6 months for completion of work. This contract shall not exceed \$116,600.

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.

RFB # 2025-073

South Plant Ash Lagoon Cleaning

Bubonia

Mohawk Valley

<u>Item Description</u>	<u>Price</u>	<u>Price</u>
Base Bid	\$108,600.00	\$198,225.00
Allowance	\$8,000.00	\$8,000.00
*Unit Price (one (1) cubic yard)	\$14.48	\$26.43
Total BID	\$116,600.00	\$206,225.00

Contract #: 2025-0664

Contract Type: Paper Contract

Contract Action: new

Procurement Type:

Department: Water Purification District G8130

Date Submitted: 06/09/2025

Contact Person: [Angelo Gaudio]

Contact Phone: (518)447-1624

Vendor Info: Fairfiled Service Company of Indiana LLC

Estimated Amount: 95000

Scope of Services: Purchase of Chain and Sprockets associated with the District's Grit Collectors.

Budget Line Item: G98130-44070

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes -



DANIEL P. MC COY
COUNTY EXECUTIVE

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

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COMMISSION
DENNIS RIGOSU
CHAIRMAN

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

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

June 9, 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-2025-087 Chain and Sprockets Replacement for North and
South Plants Grit Collectors
Fairfield Service Company of Indiana LLC**

Dear Contract Administration Board:

The Water Purification District is requesting contract authorization with Fairfield Service Company of Indiana LLC (Fairfield) in the amount of \$95,000 for the supply of chain and sprockets associated with the District's grit collectors. The contract term is for a one (1) year period from the date of award with the option for one (1) consecutive one (1) year renewal.

Fairfield was the lowest responsible bidder for the above subject RFB. The bid tabulation, District's recommendation memo and Purchasing Department's concurrence memo are attached herein.

Fiscal Impact: 100% County Funded.

Budget Line Item: G98130.44070

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Angelo Gaudio".

Angelo Gaudio, P.E.
Executive Director

Enc: Purchasing Department Concurrence Memo
District Recommendation Memo
Bid Tabulation

cc: Mr. Wesley Hartmann, Policy Analyst
Mr. Alex Dott, Senior Budget Analyst



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio
Executive Director

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: June 6, 2025

RE: RFB#2025-087 Chain and Sprockets Replacement for
the North and South Plants Grit Collectors

I am in receipt of your recommendation to award the aforementioned to Fairfield Service Company of Indiana LLC in the amount of \$95,000.

As Fairfield Service Company of Indiana LLC is the lowest responsible and responsive bidder, I concur with your recommendation.

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

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COMMISSION

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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-2025-087 Chain and Sprockets Replacement for the
North and South Plants Grit Collectors

Date: June 4, 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, Fairfield Service Company of Indiana LLC, for the supply of Chain and Sprockets Replacement for the North and South Plants Grit Collectors.

The contract term is for one (1) year with the option for one additional one (1) year renewal. The estimated contract amount is \$95,000 for the contract term.

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

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

Tabulation RFB-2025-087 Grit Chain and Sprockets

	Bidder	Applied Industrial		Fairfield Service Company		BDI	
	NORTH PLANT						
Quantity	Item Description	Price Each	Total	Price Each	Total	Price Each	Total
390 ft	#720S Chain	\$ 39.25	\$ 15,307.50	\$ 25.20	\$ 9,828.00	\$ 33.59	\$ 13,100.10
2 Each	#720-25T-24.09 P.D. 4 7/16"	\$ 2,830.00	\$ 5,660.00	\$ 1,091.48	\$ 2,182.96	\$ 2,610.75	\$ 5,221.50
1 Ea. Plain	#720-19T-18.46 P.D. 2 7/16"	\$ 1,932.00	\$ 1,932.00	\$ 718.41	\$ 718.41	\$ 1,767.36	\$ 1,767.36
1 Ea. Set Screw	#720-19T-18.46 P.D. 2 7/16"	\$ 1,938.00	\$ 1,938.00	\$ 779.63	\$ 779.63	\$ 1,773.44	\$ 1,773.44
1 Ea. Plain	#720-19T-18.46 P.D. 2 15/16"	\$ 2,033.00	\$ 2,033.00	\$ 727.65	\$ 727.65	\$ 1,862.23	\$ 1,862.23
1 Ea. Set Screw	#720-19T-18.46 P.D. 2 15/16"	\$ 2,039.00	\$ 2,039.00	\$ 785.40	\$ 785.40	\$ 1,868.31	\$ 1,868.31
1 Ea. Plain	#720-19T-18.46 P.D. 3 15/16"	\$ 2,194.00	\$ 2,194.00	\$ 802.73	\$ 802.73	\$ 2,013.15	\$ 2,013.15
1 Ea. Set Screw	#720-19T-18.46 P.D. 3 15/16"	\$ 2,200.00	\$ 2,200.00	\$ 820.05	\$ 820.05	\$ 2,019.23	\$ 2,019.23
1 Ea. Plain	#720-19T-18.46 P.D. 3 7/16"	\$ 2,080.00	\$ 2,080.00	\$ 758.84	\$ 758.84	\$ 1,906.12	\$ 1,906.12
1 Ea. Set Screw	#720-19T-18.46 P.D. 3 7/16"	\$ 2,085.00	\$ 2,085.00	\$ 773.85	\$ 773.85	\$ 1,911.65	\$ 1,911.65
	Total North Plant		\$ 37,468.50		\$ 18,177.52		\$ 33,443.09
	SOUTH PLANT						
	Item Description	Price Each	Total	Price Each	Total	Price Each	Total
340 ft	#C110 Chain	\$ 58.73	\$ 19,968.20	\$ 55.44	\$ 18,849.60	NO QUOTE	NO QUOTE
2 Each	#C110-25T-24.12 P.D. 3 15/16"	\$ 2,843.00	\$ 5,686.00	\$ 1,183.88	\$ 2,367.76	\$ 2,622.83	\$ 5,245.66
2 Ea. Plain	#C110-19T-18.48 P.D. 2 15/16"	\$ 2,048.00	\$ 4,096.00	\$ 825.83	\$ 1,651.66	\$ 1,876.31	\$ 3,752.62
2 Ea. Set Screw	#C110-19T-18.48 P.D. 2 15/16"	\$ 2,054.00	\$ 4,108.00	\$ 877.80	\$ 1,755.60	\$ 1,882.39	\$ 3,764.78
1 ea Plain	#C110-19T-18.48 P.D. 3 15/16"	\$ 2,122.00	\$ 2,122.00	\$ 952.88	\$ 952.88	\$ 1,945.90	\$ 1,945.90
1 ea Set Screw	#C110-19T-18.48 P.D. 3 15/16"	\$ 2,128.00	\$ 2,128.00	\$ 1,010.63	\$ 1,010.63	\$ 1,951.97	\$ 1,951.97
1 ea Plain	#C110-19T-18.48 P.D. 3 7/16"	\$ 2,122.00	\$ 2,122.00	\$ 883.58	\$ 883.58	\$ 1,945.90	\$ 1,945.90
1 ea Set Screw	#C110-19T-18.48 P.D. 3 7/16"	\$ 2,128.00	\$ 2,128.00	\$ 941.33	\$ 941.33	\$ 1,951.97	\$ 1,951.97
	Total South Plant		\$ 42,358.20		\$ 28,413.04		\$ 20,558.80
	Total All Items North & South		\$ 79,826.70		\$ 46,590.56		\$ 54,001.89

Contract #: 2025-0841

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Water Purification District G8130

Date Submitted: 06/20/2025

Contact Person: [Angelo Gaudio]

Contact Phone: (518)447-1624

Vendor Info: LND Technical Services

Estimated Amount: 70000.00

Scope of Services: Preventative Maintenance of North Plant Electrical Substations

Budget Line Item: G98130-44070

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid



DANIEL P. MC COY
COUNTY EXECUTIVE

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

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

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NICHOLAS W. FOGLIA
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CHARLES G. CARLUCCIO
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ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

June 25, 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-2025-071 Preventative Maintenance of North Plant Electrical Substations
LND Technical Services**

Dear Contract Administration Board:

The Water Purification District (District) is requesting contract authorization with LND Technical Services, (LND) in the amount of \$70,000 to perform preventive maintenance services of the electrical substations at the District's North Plant. The contract term is estimated to be 4 months from the date of contract execution.

LND was the sole responsible bidder for the above subject RFB. The bid tabulation, District's recommendation memo and Purchasing Department's concurrence memo are attached herein.

Fiscal Impact: 100% County Funded

Budget Line Item: G98130.44070

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

Sincerely,



Angelo Gaudio, P.E.
Executive Director

Enc: Purchasing Department Concurrence Memo
District Recommendation Memo
Bid Tabulation

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

RFB-2025-071 Bid Tabulation

Bidder	LND Technical Services
Main Substation (Lump Sum)	\$ 33,500.00
Substation #1 2 Units- Preliminary Treatment (Lump Sum)	\$ 5,050.00
Substation #2 2 Units- Aeration Control Building (Lump Sum)	\$ 5,050.00
Substation #3 Grease Building (Lump Sum)	\$ 4,100.00
Substation #4 Solids Building North Side (Lump Sum)	\$ 4,100.00
Substation #5 Solids Building South Side (Lump Sum)	\$ 4,100.00
Substation #6 Return Sludge Building (Lump Sum)	\$ 4,100.00
Allowance	\$ 10,000.00
Total Bid Amount	\$ 70,000.00



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
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COMMISSION

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CHAIRMAN

NICHOLAS W. FOGIA
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-2025-071 Preventive Maintenance of North Plant Electrical Substations

Date: June 16, 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, LND Technical Services, for the Preventive Maintenance of the North Plant Electrical Substations.

The contract term is estimated to be from the date from contract execution through December 31, 2025 for completion of work. This contract shall not exceed \$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: June 16, 2025

RE: RFB-2025-071 Preventative Maintenance of North Plant Electrical Substations

I am in receipt of your recommendation to award the aforementioned to LND Technical Services in the amount of \$70,000.00.

As LND Technical 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.



DANIEL P. McCOY
County Executive

MARIBETH MILLER, RN, BSN, MS
Interim Commissioner of Health

DEPARTMENT OF HEALTH
COUNTY OF ALBANY
175 GREEN STREET
ALBANY, NEW YORK 12202
The Dr. John J.A. Lyons
ALBANY COUNTY HEALTH FACILITY
(518) 447-4580 FAX (518) 447-4698
www.albanycountyny.gov

TRICIA BULATAO, MS, RDN
Deputy Commissioner of Health

RANSOM E. MOORE III
Assistant Commissioner
Finance & Administration

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

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

DATE: June 30, 2025

RE: Certainty Analytical Labs – Toxic Toy Testing

The Albany County Department of Health (ACDOH) is requesting authorization to enter into an agreement with Certainty Analytical Labs to test toys and/or children's products purchased by the ACDOH, pursuant to Local Law 1 for 2015, for the following accessible elements: Antimony, Arsenic, Cadmium, Lead (surface coating materials), Lead (accessible substrate) and Mercury.

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

Thank you for your consideration of this request.



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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Maxwell Ferris
Office of Albany County Department of Health

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: May 28, 2025

RE: RFP #: 2025-033 – Testing of Toxic Toys

I am in receipt of your recommendation to award the aforementioned to Certainty Analytical Labs in the amount not to exceed \$60,000.

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

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



DANIEL P. McCOY
County Executive

MARIBETH MILLER, RN, BSN, MS
Interim Commissioner of Health

DEPARTMENT OF HEALTH
COUNTY OF ALBANY
175 GREEN STREET
ALBANY, NEW YORK 12202
The Dr. John J.A. Lyons
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www.albanycountyny.gov

TRICIA BULATAO, MS, RDN
Deputy Commissioner of Health

RANSOM E. MOORE III
Assistant Commissioner of Finance and
Administration

April 29, 2025

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

RFP #: 2025-033 – Testing of Toxic Toys

After a thorough review of the proposal submitted in response to RFP #2025-033: Testing of Toxic Toys, the department recommends awarding a three-year contract to Certainty Analytical Labs, with a total cost not to exceed \$60,000.

For this contract, the department proposes the following budget methodology:

- The budget will be based on vendor-provided per-test pricing and anticipated departmental testing needs.
- Testing orders will be submitted by the department's inspector to Certainty Analytical Labs on a quarterly basis, with the volume of testing varying according to departmental requirements.
- All testing will be managed in accordance with the established not-to-exceed amount, which will be calculated based on the estimated number of tests anticipated over the term of the contract.

The department appreciates the opportunity to move forward with this important public health initiative and looks forward to working with Certainty Analytical Labs to ensure the continued safety of children's consumer products.

Thank you,



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

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

HEALTH DEPARTMENT



RFP #2025-033

TESTING OF TOXIC TOYS

**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: TESTING OF TOXIC TOYS RFP NUMBER: 2025-033

Receipt Confirmation Form

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

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

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

☐ **Yes** / ☐ **No**

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

Fax Number: _____ E-Mail: _____

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

NON-PROPOSER RESPONSE
RFP #2025-033

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2025-033

Sealed Proposals for **Testing of Toxic Toys** as requested by Albany County Department of Health will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, March 28, 2025 and or electronic submission Bid Net, Empire State Purchasing Group.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, **starting** by close of business (4:30 p.m.) on Thursday, March 13, 2025

Pamela O Neill
Purchasing Agent

Dated: **March 7, 2025**
Albany, New York

PUBLISH ONE DAY – **Thursday, March 13, 2025**-- THE EVANGELIST
PUBLISH ONE DAY – **Thursday, March 13, 2025**-- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
TESTING OF TOXIC TOYS
ALBANY COUNTY HEALTH DEPARTMENT
RFP #2025-033

RFP DISTRIBUTION- IMPORTANT NOTICE

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

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

SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking proposals for **TESTING OF TOXIC TOYS** as requested by **ALBANY COUNTY HEALTH DEPARTMENT**
- 1.2 The County of Albany is seeking proposal from qualified persons/ firms/ organizations to provide services to test toys and/or childrens'products purchased by the Albany County Department of Health, pursuant to Local Law 1 for 2015, for the following accessible elements: Antimony, Arsenic, Cadmium, Lead (surface coating materials), Lead (accessible substrate) and Mercury.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on Friday, March 28, 2025**, at the following address:

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

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

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding

of the County's scope and objectives, methodology, and ability to complete services under the contract.

- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP. Albany county also reserves the right to accept portions of proposals to package with other proposals submitted in response to this RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by Albany County Health Department.
- 2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

- 3.1 Provide the name, a brief history and description of your firm.
- 3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.
- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 Detail your firm's experience with consumer product testing. The proposer must be a certified and approved Consumer Product Safety Commission testing laboratory.
- 3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.

- 3.6 Provide any additional information that would distinguish your firm in its service to Albany County.
- 3.7 Proposer shall include a completed “Vendor Responsibility Questionnaire” (Attachment “C”) with the Proposal.
- 3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County , within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

- 4.1 The contractor shall test toys purchased by the Albany County Department of Health for the following accessible elements: Antimony, Arsenic, Cadmium, Lead (surface coating materials), Lead (accessible substrate) and Mercury.
- 4.2 These toy testing services shall be implemented on a quarterly basis throughout the length of the contract

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be **for three (3) years from date of award.**
- 5.2 At the end of the initial three year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for three (3) additional years, in three (3) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.
- 5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

- 6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services, and on the Cost Proposal Form included herein.
- 6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.
- 6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Testing of Toxic Toys
RFP Number: 2025-033

THIS PROPOSAL IS SUBMITTED TO:

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

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

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

Date

Number

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

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

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

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

Phone: _____

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

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Testing of Toxic Toys

RFP Number: 2025-033

Test Requested	Cost Per Test
Antimony	
Arsenic	
Cadmium	
Lead surface coating materials	
Lead accessible substrate	
Mercury	

COMPANY:

ADDRESS:

CITY, STATE, ZIP:

TEL. NO.:

FAX NO.:

FEDERAL TAX ID NO.:

REPRESENTATIVE:

E-MAIL:

SIGNATURE AND TITLE

DATE

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: TESTING OF TOXIC TOYS RFP NUMBER: 2025-033

Receipt Confirmation Form

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

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

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

Company Name: Certainty Analytical Labs

Address: 260 East Main St., Suite 6411

City: Rochester State: New York Zip Code: 14604

Contact Person: Dr. Brandy Young

Title: CEO

Phone Number: 585-237-8497 Fax Number: _____ E-Mail: brandy.young@certainsciences.com

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

☒ **Yes** / ☐ **No**

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

Fax Number: _____ E-Mail brandy.young@certainsciences.com

Proposal Title: *Proposal for Testing of Toxic Toys"*

RFP Number: *RFP #2025-033*

Submitted To:

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

Submitted By:

Certainty Analytical Labs
260 East Main Street, Suite 6411
Rochester, NY 14604
Phone: (585)237-8497
Email: brandy.young@certainsciences.com
Website: www.certainsciences.com

Primary Contact

Dr. Brandy L. Young, PhD
CEO & Founder

Date of Submission: 09April2025



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Brandy Young, PhD
260 East Main St
Suite 6411
Rochester, NY 14604
585-237-8497

09April2025

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

RE: Proposal Submission for RFP #2025-033 – Testing of Toxic Toys

Dear Ms. O'Neill,

On behalf of Certainty Analytical Labs, I am pleased to submit our proposal for RFP #2025-033, "Testing of Toxic Toys," as requested by the Albany County Health Department. Our laboratory is ISO/IEC 17025-accredited, New York State permitted, equipped with advanced instrumentation, and a highly experienced team ready to support the County in its mission to protect public health.

We appreciate the opportunity to collaborate with Albany County on this important initiative and are confident in our ability to provide high-quality service under this contract. Please do not hesitate to reach out with any questions or requests for clarification.
Sincerely,

A handwritten signature in black ink, appearing to read "Brandy Young".

Brandy Young, PhD
CEO
Certainty Analytical Labs



SECTION II: QUALIFICATION / EXPERIENCE

Certainty Analytical Labs (CAL) is a New York State-registered compliance testing laboratory headquartered in Rochester, NY. Founded in 2019 by Dr. Brandy L. Young, PhD, an internationally recognized analytical chemist and toxicology researcher with over two decades of laboratory experience. CAL has positioned itself as a regional leader in high-complexity compliance testing. The lab is fully qualified to operate in New York State and is currently engaged in method development and validation aligned with ISO/IEC 17025, NELAC, and CLIA standards.

CAL specializes in mass spectrometry-based analysis, and is equipped with the following analytical instrumentation: ICP-MS, HPLC, GC/MS, UV-Vis spectroscopy, microscopy, and PCR for microbial techniques. We are uniquely suited to provide robust testing for trace elements and toxic substances such as antimony, arsenic, cadmium, lead, and mercury—precisely aligned with the requirements outlined in this RFP. We are currently in review by NYS ELAP for heavy metals analysis in drinking water, waste water, and hazardous materials. Therefore, our lab's protocols are grounded in validated regulatory standards, and a quality management systems that supports high-throughput, accurate, and defensible data outputs.

Dr. Young, CAL's founder and CEO, holds a Ph.D. in Analytical Chemistry from Purdue University and has led FDA-regulated laboratory programs, clinical toxicology studies, and other consumer product related testing programs. The lab has a six-year operational history, with its leadership team offering a collective 40+ years of laboratory, regulatory, and quality assurance experience. CAL has a proven track record in method development, regulatory compliance, and community-focused training, having led major accreditation efforts in multiple industries.

Certainty Analytical Labs is committed to public health, data integrity, and regulatory excellence, and stands fully qualified to deliver the services outlined in this proposal for Albany County. We look forward to services the needs of Albany County and hope for a favorable reply.

Sincerely,

A handwritten signature in black ink, reading "Brandy L. Young".

Brandy Young, PhD



Provide a statement of Proposer qualifications including:

3.1 Provide the name, a brief history and description of your firm.

CAL (headquarters at 260 East Main St, Suite 6411, Rochester, NY 14604) is a New York State-registered compliance testing laboratory headquartered in Rochester, NY. Founded in 2019 by Dr. Brandy L. Young, PhD, an internationally recognized analytical chemist and toxicology researcher with over two decades of laboratory experience. CAL has positioned itself as a regional leader in high-complexity compliance testing. The lab is fully qualified to operate in New York State and is currently engaged in method development and validation aligned with ISO/IEC 17025, NELAC, and CLIA standards.

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

- All professional staff will work from CAL's headquarters and the following staff will participate on this project (resumes are attached in [Appendix 1](#));
- Dr. Brandy Young, PhD (15+ years experience) – Will Oversee all project technical and quality efforts
- Patrick Griffin, MBA (15+ years experience) – Will manage all finance efforts pertaining to this contract
- Robin Irish, BA (15+ years experience) – Will manage all quality & compliance efforts
- Hannah Sertl, BS (4+ years experience) – Will perform and support the management of all sample testing efforts

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

Name: Dr. Brandy L. Young

Title: CEO & Founder

Company Name: Certainty Analytical Labs

Main Office Address: 260 East Main Street, Suite 6411, Rochester, NY 14604

Phone: (804) 426-2559

Email: brandy.young@certainsciences.com

"Yes, I have the legal authority to submit this proposal on behalf of the Certainty Analytical Labs, and if it's accepted, we will honor the terms laid out."

3.4 Detail your firm's experience with consumer product testing. The proposer must be a certified and approved Consumer Product Safety Commission testing laboratory.



CAL has extensive experience conducting high-complexity compliance testing for consumer-facing products, with a specialized focus on cannabis, cannabis-derived goods, and non-beverages alcohol products. Our lab is ISO/IEC 17025 accredited, a designation that affirms our technical competence and quality management systems for producing valid and reliable results across a wide range of analytes, including - heavy metals (i.e., such as antimony, arsenic, cadmium, lead, and mercury, to name a few), residual solvents, pesticides, and microbiological contaminants. We have initiated and are on track to complete the CPSC certification, which our existing ISO accreditation satisfies the core technical and quality requirement thus making this step a procedural formality. We fully expect to secure CPSC approval and will be ready to accept and perform under the terms of the award upon contract execution. Our team's deep expertise in toxicology and product safety testing—coupled with our commitment to regulatory compliance—ensures our ability to deliver accurate, defensible data aligned with all federal, state, and local consumer safety standards.

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

- Glenna Colaprete (Owner & CEO)
Glenna & Co. LLC
585-435-9283
Email: glenna@glennas.com
Project: Compliance and contaminant testing on various consumer products
- Gaetano Scollo (CEO)
Living Soil MDV, Inc
585-623-6666
Email: gaetano@livingsoilmdv.com
Project: Heavy metals analysis in various fertilizer and amendment consumer products

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

CAL offers a uniquely tailored approach to laboratory testing that distinguishes us from larger, commoditized providers. As a boutique analytical testing firm, we are uniquely positioned to provide custom, high-touch services that align with Albany County's public health mission.

One of our key differentiators is that Certainty is powered by aClassIA, an advanced informatics and AI-driven platform that allows us to provide data-rich, real-time insights for



regulatory and consumer product safety applications. This digital integration enhances traceability, streamlines compliance workflows, and supports transparent reporting—features particularly valuable for government contracts requiring stringent documentation and quality control.

Our team thrives on solving complex analytical challenges and has a proven track record in developing and validating novel assays, especially in emerging and highly regulated markets. This positions us well to handle the unique scope of toy safety testing, including trace metals and other hazardous substances.

Moreover, our lab's nimbleness and R&D capabilities allow us to scale testing protocols and turnaround times to meet the County's evolving needs without sacrificing accuracy, quality, or service. Partnering with Certainty means gaining a mission-driven, science-forward ally committed to public safety, and innovation.



SECTION III: REFERENCES

- Glenna Colaprete (Owner & CEO)
Glenna & Co. LLC
585-435-9283
Email: glenna@glennas.com
Project: Compliance and contaminant testing on various consumer products
- Gaetano Scollo (CEO)
Living Soil MDV, Inc
585-623-6666
Project: Heavy metals analysis in various fertilizer and amendments consumer products

NOTE** Attached are the accompanying letters of reference.



SECTION IV: PLAN IMPLEMENTATION

CAL proposes a comprehensive and efficient plan to carry out the scope of services outlined in this RFP, which involves the testing of toys and children's products for toxic elements, including antimony, arsenic, cadmium, lead (surface and substrate), and mercury. Our plan leverages our advanced instrumentation, proven testing workflows, and quality management system to ensure accurate, timely, and fully compliant testing services.

1. Sample Intake and Chain of Custody

Upon receiving toys and children's products from Albany County, our team will document each item using a secure sample tracking system. All items will be labeled, barcoded, and entered into our sample management system to maintain chain-of-custody integrity and traceability from receipt through reporting.

2. Sample Preparation and Analysis

Using validated analytical methods and procedures adapted from CPSC, ASTM, and EPA protocols, our laboratory technicians will prepare each sample for analysis. The specific equipment used includes:

- ICP-MS (Inductively Coupled Plasma Mass Spectrometry) for detecting trace levels of metals such as lead, cadmium, arsenic, and antimony.
- Microwave digestion systems for sample dissolution and preparation.

All instruments are routinely calibrated and maintained under ISO/IEC 17025-accredited protocols to ensure accuracy, sensitivity, and reproducibility.

3. Quality Control & Data Verification

All analyses are conducted with internal standards, blanks, duplicates, and certified reference materials to validate each batch. Every test result undergoes a double review by certified analysts and our QA team, and any flagged anomalies are resolved through documented corrective actions.

4. Reporting & Communication

Results will be compiled into easy-to-interpret analytical reports, which include:

- Numeric results in the units of choice; such as ppm or mg/kg
- Pass/fail status based on applicable regulatory limits
- Method references and detection limits

Reports will be submitted electronically to the designated County contact within the agreed-upon turnaround time. Urgent or critical results will be flagged for expedited review.

5. Quarterly Testing Schedule & Responsiveness



Certainty is prepared to execute quarterly testing cycles as outlined in the RFP, with the flexibility to scale services in response to volume surges or urgent requests. Our boutique structure enables rapid adaptation while maintaining the highest standards of scientific integrity.

6. Regulatory Compliance & Documentation

Our current ISO/IEC 17025 accreditation ensures we are already operating under the strict quality standards required for this work. Attached is our Master List of Records as proof of our Quality Management System.



SECTION V: COST

Test Element	Cost Per Test (USD)
Antimony	\$95
Arsenic	\$95
Cadmium	\$95
Lead (surface coating)	\$125
Lead (accessible substrate)	\$125
Mercury	\$95
Bundle Rate (All Elements)	\$630

- Note** Toys are materially complex, and many components must be manually disassembled or destructively tested (e.g., scraping paint, cutting hard plastic). Different materials and colors require separate sample prep (e.g., CPSC rules). Each test element (e.g., lead, arsenic, etc) can often require separate digestion and ICP-MS runs. **Sample Prep Surcharge (if extensive): \$50/toy (optional)**
- Volume Discount: 10% for >25 toys per quarter
- Rush Testing Fee: +25% per toy



SECTION V: MANDATORY DOCUMENTS

The following documents are attached,

- The Non-Collusive Bidding Certificate (Attachment "A")
- Acknowledgment by Proposer (Attachment "B")
- Vendor Responsibility Questionnaire (Attachment "C")
- Iranian Energy Divestment Certification (Attachment "D")
- Resumes
- Letters of Reference

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Testing of Toxic Toys
RFP Number: 2025-033

THIS PROPOSAL IS SUBMITTED TO:

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

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

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

Date

Number

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

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

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

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

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

Dr. Brandy Young,
260 East Main St., Suite 6411, Rochester, NY 14604

brandy.young@certainsciences.com

Phone: 585-237-8497

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

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Testing of Toxic Toys

RFP Number: 2025-033

Test Requested	Cost Per Test
Antimony	\$95.00
Arsenic	\$95.00
Cadmium	\$95.00
Lead surface coating materials	\$125.00
Lead accessible substrate	\$125.00
Mercury	\$95.00

COMPANY:

Certainty Analytical Labs

ADDRESS:

260 East Main St., Suite 6411

CITY, STATE, ZIP:

Rochester, NY 14604

TEL. NO.:

585-237-8497

FAX NO.:

FEDERAL TAX ID NO.:

86-2694803

REPRESENTATIVE:

Dr. Brandy Young

E-MAIL:

brandy.young@certainsciences.com

SIGNATURE AND TITLE

Brandy L. Young / CEO

DATE

4/9/2025

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

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

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

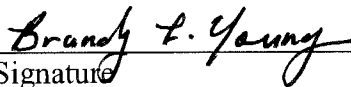
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

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

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

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

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


Signature

CEO

Title

Certainty Analytical Labs

Company Name

4/9/2025
Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

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

On this 9 day of April, 2025 before me personally appeared Dr. Brandy Young to me known, who, being by me sworn, did say that he resides at (give address) 260 East Main St. Suite 6411 that he is the (give title) CEO of the (name of corporation) Certainly Analytical Labs, 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.

MARIA ELBA OLIVER
Notary Public - State of New York
No. 01OL6221397
Qualified in Monroe County
My Commission Expires May 3, 2026

Maria Elba Oliver

Notary Public, State of New York

Qualified in Monroe County

Commission Expires May 3, 2026

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Certainty Analytical Labs		3. IDENTIFICATION NUMBERS a) FEIN # 86-2694803 b) DUNS # 043170150	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.certainciences.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 260 East Main St., Suite 6411		7. TELEPHONE NUMBER 585-237-8497	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> Same		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Dr. Brandy Young Title CEO Telephone Number 804-426-2559 Fax Number e-mail brandy.young@certainsciences.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Dr. Brandy Young	TITLE 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 PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: ☐ Yes ☒ No a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each 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. 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: I. 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 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 # **86-2694803**

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business Certainly Analytical Labs Signature of Owner Brandy L. Young
Address 260 East Main St., Printed Name of Signatory Brandy L. Young
Suite 6411
City, State, Zip Rochester, NY 14604 Title CEO

Sworn before me this 9 day of April, 2025

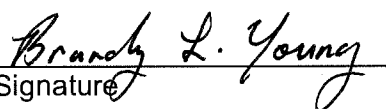
Notary Public

MARIA ELBA OLIVER
Notary Public - State of New York
No. 0106221397
Qualified in Monroe County
Commission Expires May 3, 2026

Maria E. Oliver
Printed Name
Maria Elba Oliver
Signature
April 9, 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
CEO

Title

Certainty Analytical Labs

Company Name

4/9/2025

Date

CV

Robin Irish

Employment History

May, 2022
to Present

Quality Manager

Certainty Analytical Labs, Rochester, New York/US

- Assist in managing the technical team what is responsible for designing the quality management infrastructure.
- Assist in managing the technical team that is responsible for designing the LIMS system.
- Assist in managing the technical team that is responsible for designing policies & procedures to support QA/QC efforts
- Assist in managing the technical team that is responsible for directing continuing education efforts.
- Assist in managing the technical team that is responsible for designing lab safety infrastructure.
- Assist in managing the technical team that is responsible for integrating the certification bodies within the management system.
- Assist in managing the technical team that is responsible for designing a sample chain of custody system.
- Assist in managing the technical team that is responsible for designing a sample management system
- Assist in managing the technical team that is responsible for designing a laboratory monitoring system.
- Work with the administrative and technical team to obtain ISO 17025 certification.
- Work with the administrative and technical team to obtain a NY hemp testing license and certification to support medical cannabis program.

March, 2021
to Present

Associate Product Manager

ERT, Rochester, New York/US

- Business and Market Planning
 - May help to identify market segments and opportunities for new Products
 - Helps to analyze market trends, potential customers, competitors
 - May evaluate customer needs to determine suitability for ERT Product opportunities
- Manage Product Programs
 - Assists with developing an intimate knowledge of customer needs and competitive intelligence, identify global market trends and drivers, and formulate and execute strategic product portfolio planning (Build/Buy/Partner strategies)
 - Assists with obtaining customer requirements and specify product and service features including road maps via market research, market analysis, and ongoing communication with marketing, sales,

CV

and operations as well as 3rd party sources in order to meet customer needs

- Assists with developing a detailed marketing requirements specifications
- Assists with development of critical marketing documents to enable successful Product delivery efforts (i.e., Opportunity Overview, Market Requirements Documents, Product Launch Packages)
- Product Life Cycle Management
 - May lead internal company communications for all Product-related information
 - May lead internal efforts to move any assigned Products through the Product Life Cycle process
 - Coordinate priorities with the Product Review Board
- Business Management
 - Assists with Financial Management
 - Assists with Customer satisfaction
 - Assists with Competitiveness
 - Assists with Serviceability

January, 2019
to March, 2021

Validation Team Leader

ERT, Rochester, New York/US

- The Validation Team Leader is responsible for ensuring to evaluate and supervise designated staff responsible for performing the validation acceptance activities for internal clinical data systems, third party vendor systems or Patient Reported Outcome Configurations.
- Maintain and develop an effective organization through the selection, training, and mentoring of employees.
- Prepare annual performance reviews and development of goals for assigned staff.
- Monitor the progress of the assigned staff to ensure all Department and personal goals are being achieved.
- Assist Director with determining validation project timelines and resource allocation.
- Assist Director with the collections of project metrics.
- Development and coordination of testing strategies with collaborating testing teams.
- Overseeing validation performed by assigned team members, to ensure timelines are maintained and quality documentation is developed.
- Writing concise and complete documentation to support the validation for internal clinical data systems, third party vendor systems or Patient Reported Outcome Configurations. Documentation would include, but is not limited to: Test Strategies, Test Reports, Test Summary Reports, Deviations and Traceability.
- Evaluate new and updated systems or configurations to determine the necessary validation steps to assure compliance of those systems or configurations with industry standards and regulatory requirements.
- Coordinate with operational management in the identification, oversight, and training of end users in the execution of test scripts.

CV

- Provide internal training services or consulting services to contracted external sources as required.
- Evaluate results from assigned test reports to ensure accurate and complete documentation.
- Interact with in-house development, product management and operational staff in the development of system specifications and documentation.
- Document and communicate deviations found during testing and maintain comprehensive tracking of all test deviations and associated corrective actions.
- Maintain tracking of clinical computer systems of Patient Outcome configurations subject to Acceptance Testing based on ERT SOPs.

December, 2017
to January, 2019

Quality Compliance Manager

ERT, Rochester, NY/US

- The Quality Compliance Manager is responsible for ensuring the compliance of all systems and processes as well as assisting all departments as required with quality related tasks.
- Work to continually improve quality and compliance
- Participate in the review of products and services for internal and external customers
- Work with Process Owners/departments to document the qualification strategy, regulatory compliance, as well as the production validation requirements and test cases of all required systems.
- Coordinate and review the production validation of all required systems.
- Assist with the implementation of systems for new and existing processes and projects.
- Identify system issues and work with appropriate Process Owners/departments to investigate and resolve.
- Assist in training personnel on new systems, system upgrades, and system bugs that have been found during the production validation process.
- Assist with External audits.

November, 2017
to December, 2017

Quality Compliance Manager

iCardiac Technologies, Inc., Rochester, NY/US

- The Quality Compliance Manager is responsible for ensuring the compliance of all systems and processes as well as assisting all departments as required with quality related tasks.
- Work to continually improve quality and compliance
- Participate in the review of products and services for internal and external customers
- Work with Process Owners/departments to document the qualification strategy, regulatory compliance, as well as the production validation requirements and test cases of all required systems.
- Coordinate and review the production validation of all required systems.
- Assist with the implementation of systems for new and existing processes and projects.

CV

- Identify system issues and work with appropriate Process Owners/departments to investigate and resolve.
- Assist in training personnel on new systems, system upgrades, and system bugs that have been found during the production validation process.
- Assist with External audits.

September, 2016
to November, 2017

Quality Associate

iCardiac Technologies, Rochester, NY/US

- The Quality Associate is responsible for supporting all tasks and activities pertaining to the Quality Department.
- Work to continually improve quality and compliance
- Coordinates, perform, review, and document the production validation and qualification strategy of all required systems.
- Assist with the implantation of system upgrades for new and existing processes and studies
- Identify system issues and work with appropriate process owners/departments to investigate and resolve
- Train personnel on new systems, system upgrades, and system bugs

February, 2016
to September, 2016

Quality Support Specialist

iCardiac Technologies, Inc., Rochester, NY/US

- The Quality Support Specialist is responsible for supporting the Quality Department with tasks and activities that pertain to project archival. The Quality Support Specialist may perform other tasks to support Data Management, Project Management, and/or Field Operations activities. The ideal candidate is very detail oriented, organized, and a self-starter.
- Prepare documents for archiving by gathering scanning and copying project documents per the archival process.
- Interact with Project Management, Data Management, and Information Technology personnel to clarify/confirm/coordinate information related to project archival.
- Ensure that all required project documentation is included and that it adheres to the project archival requirements.

April, 2008
to February, 2016

Assistant Director

KinderCare Education, LLC., Webster, NY/US

- Manage day-to-day operations for high-volume childcare center
- Recruit, mentor, train, and coach teachers and leaders, offering performance feedback and career path guidance
- Create and maintain documentation in compliance with New York State regulations
- Implement policies, procedures, and process improvement initiatives to improve customer retention and satisfaction

CV

Education

May, 2006

Bachelors of Arts

History

Nazareth College

Rochester, NY

Hannah Sertl

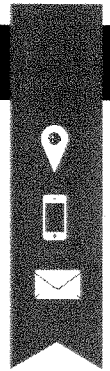
TOXICOLOGY RESEARCHER | SCHOLAR |
EDUCATOR

Pittsford, NY

(585) 831-7474

LinkedIn: Hannah Sertl

hannah.sertl@gmail.com



PROFILE

Academically trained researcher with strong technical, analytical, critical thinking, and writing ability acquired from toxicology research experience. Particularly concerned about industrial environmental impact (water, soil, and air). Exceptional time management and team development skills demonstrated by supervising and collaborating with small teams; ensuring completion of daily tasks while building relationships and maintaining a positive work environment. Organized, detail-oriented, and fast learner, with exceptional problem-solving and interpersonal skills exemplified through volunteer and paid positions and completion of a white paper on toxic heavy metals in cosmetics as well as research projects. Passionate about the social determinants of health and environmental justice. Committed to leading and fostering more education and empowerment. Seeking employment in a cause-based organization that uses science to combat pollutants and promote sustainable living and health.

EDUCATION

Nazareth University | Spring 2023

Bachelor of Science in Biology Magna Cum Laude

Toxicology and Environmental Science Minors (Cumulative GPA 3.82) (Science GPA 3.76)

Excellence in Research Award, Biology Department (2023)

Pittsford Mendon High School

High School Diploma (96.5%)

CORE COMPETENCIES

- | | | |
|---|----------------------------------|-------------------------------------|
| ▶ Research, Writing & Analysis | ▶ Communication | ▶ Project Management |
| ▶ Resource Allocation/Utilization | ▶ Public Speaking & Presentation | ▶ Problem Solving |
| ▶ Data Management | ▶ Community Outreach | ▶ Relationship Building |
| ▶ Team Building, Collaboration & Leadership | ▶ Adaptability | ▶ Continuous Improvement & Learning |

RELEVANT WORK EXPERIENCE

Certainty Analytical Labs

Laboratory Technician | August 2023 - Present

- ▶ Trained by Dr. Brandy Young in using lab equipment (HPLC machine, AND Top Loading Balance, AND Analytical Balance, UCLA Moisture Analyzer, centrifuge, grinders, dispensers, pipettes).
- ▶ Analytical tests: performed pre and post analytical support activities (sample management, sample processing, sample resulting, certificates of analysis) including USDA.
- ▶ Quality assurance and quality control: responsible for sample track-and-trace, worked with quality and information management systems.
- ▶ Collaborate with technical team to develop new procedures and capture data in presentable form.

Career and Technical Education Teacher Sub EMCC Monroe One BOCES | October 2023 – Present |

- ▶ Ability to read the room and students quickly to adapt into diverse technical teaching roles with minimal preparation time and maintaining the continuity of education.
- ▶ Manage classroom dynamics, mediating student challenges.
- ▶ Excellent verbal and written communication skills for effective teaching, providing feedback, and interacting with students and faculty.
- ▶ Collaborate with technical team to develop new procedures and capture data in presentable form.

Nazareth University's Biology Department

Paid Research Intern | Spring – Summer 2022

- › Examined the prevalence of toxic heavy metals in makeup from the Rochester Community.
- › Analyzed and screened for toxicity of over 63 consumer products.
- › Conducted educational programs, video presentations, and held clinics for the Afghan refugee community where their cultural makeup (Kajal) was scanned and safe alternatives were provided in the presence of toxic heavy metals.
- › Created and followed procedures to achieve results, managed time and resources of a team, and coordinated community outreach.
- › Prevented lead exposure in a community garden for children at an artisan guild.
- › White Paper on toxic heavy metals in cosmetics titled "Eyeliners in Rochester, NY reveals unlisted nickel" (submission October 2024)
- › Accepted Presenter at the Rochester American Chemical Society Research Symposium at SUNY Geneseo (2023)

Rochester General Hospital

New Visions Medical Internship Program | Fall 2018 – Spring 2019

- › Administered vitals, EKGs, and manual blood pressure readings.
- › Managed medical supplies, answered call lights, and fulfilled patients' needs.
- › Enhanced patient experience by coordinating resources and facilitating family conflicts.
- › Assisted Dr. Stadler in Clinical Research and continued research while out of town.

OTHER WORK EXPERIENCE

Village Bakery & Cafe

Employee | Fall 2019 – Spring 2023

- › Spearheaded a food waste solution to ensure overflow bread gets distributed to nonprofit organizations such as the YWCA, Center for Youth, House of Mercy, and several food pantries throughout Rochester, New York.

Nazareth University

Fitness Center Front Desk and Information Desk Receptionist | Winter 2022 – Spring 2023

- › Provide exceptional customer service experience to all members, non-members, and users of the facility.

LEADERSHIP

Coach and Private Trainer | Fall 2022 – Present |

- › Premier soccer team and individual lessons for Lakefront girls under 14 team

Science Camp Counselor Nazareth University | Summer 2022- Summer 2023

- › Fostered creativity and supported self-esteem in STEM for children ages 6-14.

Nazareth University Varsity Soccer | Fall 2020 – Spring 2023

- › Two Empire 8 Conference Championship Wins with two NCAA appearances (2021, 2022).
- › Skills developed: discipline; hard work; time management; leadership; resilience; selflessness communication with teammates, coaches, and professors.

Naz Alternative Breaks | Fall 2022 – Spring 2023

- › Increasing economic and racial equality and equitable distribution of resources through Steinbruck Center Program, Washington, D.C.

Adventure Club Vice President at Nazareth University | Fall 2022 – Spring 2023

- › Created programming to enhance mental well-being through hikes, rock climbing, skiing, and kayaking.

VOLUNTEER

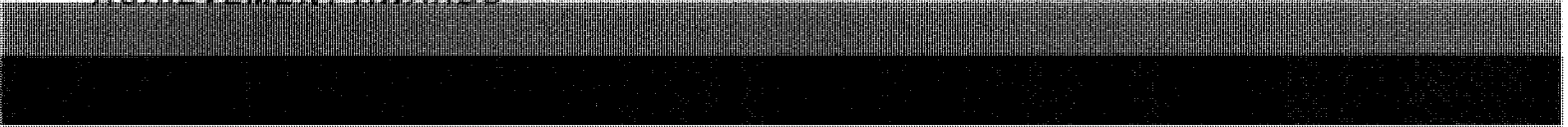
Upstate Ny Girl Up Advocacy Director | Fall 2017– Spring 2020: Coordinated programming for 3 years; Secured funding & grew membership; Engaged 250 young women (ages 12-18) from Buffalo, Syracuse, and Rochester for the Upstate NY Girl Up Summit.

Intervol Medical Service | Fall 2019: Dedicated to sustainable health, participated with the Rochester, New York, based team that collected and deployed recycled medical equipment to 3rd world countries.

CERTIFICATES

- › Coaching Grassroots License (2023)
- › Certified in XL2 and XRF instrumentation for readings of metals in cosmetics and soil (2022)
- › American Red Cross CPR (2022)
- › Blood Borne Pathogen (2022)
- › Six Sigma Yellow Belt (2019)
- › NYS Mandated Reporter (2019)

ACHIEVEMENT AWARDS



- President's List (2020-2023)
 - Presidential Scholarship (2020-2023)
 - National Society of Leadership and Success (2020)
 - National Technical Honor Society (2019)
 - Nominated Hardest Worker for Mendon Soccer Team (2015-2018)
-

Glenna & Co. LLC

Glenna Colaprete

Owner & CEO

glenna@glennas.com

585.435.9283

6 April 2025

To Whom It May Concern,

I am pleased to provide this letter of reference for **Certainty Analytical Labs**, led by **Dr. Brandy Young**, in support of their proposal for laboratory testing services.

Our organization engaged Certainty Analytical Labs for compliance testing, research and development, and product analysis from 2023 to date. During that time, Certainty provided exceptional service marked by scientific rigor and professionalism.

Certainty's boutique capabilities allowed them to tailor their testing protocols to our unique project needs. The lab's technical acumen-especially in high-complexity analyses like compliance, contamination, and homogeneity testing-makes Certainty a trusted partner in ensuring regulatory compliance and product safety.

I confidently recommend Certainty Analytical Labs for projects requiring reliable, science-based testing and quality assurance.

Sincerely,

Glenna Colaprete

Owner & CEO

Glenna & Co. LLC



Project Summary:

We worked with Certainty Analytical Labs on testing all our input for our living soil for heavy metals, and we were incredibly impressed with their attention to detail, scientific expertise, and how easy they were to work with.

What stood out most:

Dr. Young and her team took the time to understand our unique needs and went above and beyond to deliver high-quality results. The process was smooth, and they made compliance and data reporting easy to understand—even for those of us without a science background. Dr. Young also took the time for a video meeting to answer all our questions and was very helpful.

Would you recommend them?

Absolutely! Certainty is the kind of lab you want in your corner—especially when the stakes are high, and you need results you can trust.

Sincerely

Gaetano Scollo

CEO and Operation Manager of Living Soil MDV Inc.

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Master List of Records

Quality Manual:

Document Title	Document Number	Version	Effective Date	Location Stored	Retention of Documentation
Quality Manual	QM_01	1.4	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete

Quality Procedures:

Document Title	Document Number	Version	Effective Date	Location Stored	Retention of Documentation
Procedure for Maintaining Impartiality of Laboratory Activities	QP_01	1.2	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Procedure for Personnel and Training	QP_02	1.2	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Procedure to Maintain Laboratory Environmental Condition	QP_03	1.2	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Procedure for Handling, Transport, Storage, Use, and Planned Maintenance of Equipment	QP_04	1.2	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Procedure for Measurement Traceability and Calibration	QP_05	1.2	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Procedure for Procurement of Externally Provided Products and Services	QP_06	1.3	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Procedure for Review of Requests, Tenders, and Contracts	QP_07	1.2	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Procedure for Method Development, Transfer, Verification, and Validation: Guidelines, Best Practices, and Procedures	QP_08	1.2	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Procedure for Sample Handling	QP_09	1.2	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Procedure for Evaluation of Measurement Uncertainty	QP_10	1.2	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Procedure for Ensuring and Monitoring the Validity of Results	QP_11	1.2	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete

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Document Title	Document Number	Version	Effective Date	Location Stored	Retention of Documentation
Procedure to Receive, Evaluate, and Make Decisions on Complaints	QP_12	1.2	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Procedure for Control of Non-Conforming	QP_13	1.3	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Procedure for Control of Data and Information Management	QP_14	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Procedure for Document Preparation, Control, and Approval	QP_15	1.2	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Procedure for Confidentiality, Retention, and Storage of Documentation	QP_16	1.3	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Procedure for Risk Assessment	QP_17	1.2	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Procedure for Corrective Action	QP_18	1.2	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Procedure for Internal Audits	QP_19	1.3	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Procedure for Management Review	QP_20	1.3	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Intermediate Checks	QP_21	1.2	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Organizational Chart	QP_22	1.5	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Procedure for Lab Security and Safety	QP_23	1.3	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Data Integrity Policy	QP_24	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete

Work Instructions

Document Title	Document Number	Version	Effective Date	Location Stored	Retention of Documentation
Laboratory Safety	W_OPN_01	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Procedure for Cleaning of Auxiliary Lab Equipment	W_OPN_02	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete

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Document Title	Document Number	Version	Effective Date	Location Stored	Retention of Documentation
Potency	W_SOP_01	1.7	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Manual Integration	W_SOP_02	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Sample Accessioning	W_SOP_03	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Moisture Determination	W_SOP_04	2.4	30JUN2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Project Log: Laboratory Information Management	W_SOP_05	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete

Exhibits

Document Title	Document Number	Version	Effective Date	Location Stored	Retention of Documentation
Skill Requirements	E_HRD_01	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Codification System	E_SYS_01	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Calibration and Intermediate Check Periodicity	E_SYS_02	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Privacy Rules	E_SYS_03	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Communication Process	E_SYS_04	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Impartiality Policy	E_SYS_05	1.2	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Acceptance Norms for Internal Quality Checks	E_SYS_07	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete

Formats

Document Title	Document Number	Version	Effective Date	Location Stored	Retention of Documentation
Chain of Custody	F_MKT_01	1.5	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Customer Feedback Form	F_MKT_02	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete

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Document Title	Document Number	Version	Effective Date	Location Stored	Retention of Documentation
Complaint Report	F_MKT_03	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Sample Register	F_MKT_04	1.1	23FEB2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Equipment History Card	F_OPN_01	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Preventative Maintenance Schedule	F_OPN_02	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Equipment Wise Preventative Maintenance Checkpoints	F_OPN_03	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Disposal of Non-Conforming Work	F_OPN_04	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Purchase Order	F_PUR_01	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Approved Vendor List	F_PUR_03	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Supplier Registration Form	F_PUR_04	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Open Purchase Order	F_PUR_05	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Supplier Evaluation Report	F_PUR_06	2.0	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Inspection Report	F_PUR_07	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Subcontracting Work Register	F_PUR_08	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Subcontractors/External Service Provider's Agreement	F_PUR_09	2.0	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Four Year Plan for Quality Control	F_QCD_01	1.2	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
HPLC Intermediate Check Form	F_QCD_03_01	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Pipette Check Form	F_QCD_03_02	1.2	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Balance Check Form	F_QCD_03_03	1.3	12APR2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete

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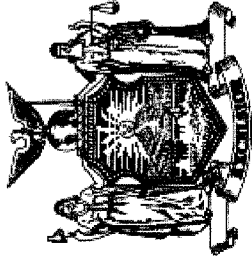
Document Title	Document Number	Version	Effective Date	Location Stored	Retention of Documentation
Fridge & Freezer Log	F_QCD_03_04	1.0	01JAN2023	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Grinder Cleaning Log	F_QCD_03_05	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
CRM Consumption Report	F_QCD_05	1.2	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Environment Condition Monitoring Report	F_QCD_06	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Facility Supervision Checklist	F_QCD_08	1.2	26APR2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Method Development, Transfer, Verification, and Validation Final Report	F_QCD_09	1.2	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Method Development, Transfer, Verification, and Validation Study Report	F_QCD_10	1.2	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Sample Weights & Moisture	F_QCD_11	1.3	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Sample Map	F_QCD_12	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Data Analysis Worksheet	F_QCD_13	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Certificate of Analysis	F_QCD_14	1.2	23FEB2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Laboratory Run Checklist	F_QCD_15	1.2	16JUN2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Solvents Consumption Report	F_QCD_16	2.2	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
COA Coversheet	F_QCD_17	1.0	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Cleaning Laboratory Equipment Logbook	F_QCD_18	1.0	16JUN2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Waste Log	F_QCD_19	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Change Note	F_SYS_02	2.0	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete

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Document Title	Document Number	Version	Effective Date	Location Stored	Retention of Documentation
Corrective Action Report	F_SYS_03	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Master List of Records	F_SYS_04	1.11	16OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Quality Objectives	F_SYS_05	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Audit Plan	F_SYS_06	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Internal Audit Non-Conformity Report	F_SYS_07	2.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Internal Audit Report	F_SYS_08	2.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Risk Assessment Sheet	F_SYS_09	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Calibration Status of Equipment	F_SYS_10	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Clause Wise Audit Report - Quality Manager	F_SYS_11	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Clause Wise Audit Report - Lab Director	F_SYS_12	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Management Review Form	F_SYS_13	1.1	16APR2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Minutes of Meeting	F_SYS_14	1.1	16APR2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Improvement Log	F_SYS_15	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Impartiality Check Report	F_SYS_17	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Internal Audit Report Schedule	F_SYS_18	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Employee Signature and Initials Log	F_SYS_19	1.0	16APR2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Training Calendar	F_TRG_01	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Training Report	F_TRG_02	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete

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Document Title	Document Number	Version	Effective Date	Location Stored	Retention of Documentation
Induction Training Report	F_TRG_03	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Job Description & Specification	F_TRG_04	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Skill Matrix	F_TRG_05	1.2	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Confidentiality Agreement	F_TRG_06	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Employee Competence Report	F_TRG_08	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
ISO/IEC 17025 Check Report	F_TRG_09	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Technical Training Effectiveness Check	F_TRG_10	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Interview Report	F_TRG_11	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
HPLC-UV Phytocannabinoid Analysis Method	F_TRG_12	1.1	15MAR2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete
Moisture Determination Demonstration of Capabilities	F_TRG_12_02	1.1	30OCT2024	OpReddy and Quality Binders in Lab	5 Years after document becomes obsolete



NEW YORK STATE
MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")
CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a
Minority Business Enterprise (MBE)
pursuant to New York State Executive Law, Article 15-A to:

Certainty Analytical Labs, Corp

Certification Awarded on: July 14, 2023
Expiration Date: July 14, 2028
File ID#: 70137





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,

Re: Carpet Installation for Judge Ryba's Chambers

The Department of General Services requests approval 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 has requested and approved replacing the carpet of Judge Ryba's Chambers. This request falls within the terms of the provisions of Chapter 686 of the Laws of 1996. The County will be reimbursed 100% of project costs.

Under this contract, GP Flooring Solutions will remove existing carpet, prep sub flooring and supply and install new Shaw Aware 18"x36" carpet tiles.

This contract has a not to exceed cost of \$20,859.82

The term of this agreement will commence upon signing and continue until project completion (projected term of July 15, 2025 – July 14, 2026).

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

Thank you,

David M. Latina
Commissioner



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: May 29, 2025

Re: Judicial Center – Chambers 357 Re-carpeting

At the request of Unified Court System Third Judicial District (OCA) a quote was request utilizing GP Flooring Solutions, Shaw PC69411 (rev. 6/30/2023) OGS NYS contract.

I have reviewed the quote received and recommend accepting GP Flooring Solutions' quote of \$20,859.82.

This request falls within the terms of the provisions of Chapter 686 of the Laws of 1996. The County will be reimbursed 100% of project costs.

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
Purchasing Agent

DATE: June 2, 2025

RE: NYS Contract Floor Coverings-Judicial Center

I am in receipt of your recommendation to GP Flooring Solutions, Shaw PC70142 in the amount of \$20,859.82.

As Shaw has an active NYS Contract and GP Flooring Solutions is listed as an authorized dealer I have no objection to your recommendation.

Please obtain the necessary contract approval of the Albany 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 Courthouse - **Judge's Chambers 357**
6 Lodge Street
Albany, NY 12207
Contact: David Quinn 518 487-5361

Proposal # 26879
Customer PO
Contract # PC70142
Date 5/16/2025
Sales Person Don Antonangeli
Designer

Type		Quantity	Product Description	Color / Item Number	Price	Total
Carpet Tile	Mat	250 SqYd	Shaw Aware (5T376) - 18x36" Ecologix Tile	Ash 58535	\$39.36	\$9,840.00
	Lab	250 SqYd	Carpet Installation	Judge's Chambers 357- 3rd Floor - See Print Albany County Prevailing Rate - Evening Labor 5:00 PM-1:00AM	\$11.35	\$2,837.50
Adhesive	Mat	5 Each	Lokworx+ Carpet Tile Adhesive (N5000)	4 Gallon	\$111.53	\$557.65
Carpet	Lab	5.33 SqYd	Broadloom Carpet Installation (no pattern)	2 Steps in Judge's Chambers - Room 360	\$14.25	\$75.95
Notes		* Carpet to be provided by GP Flooring.				
Labor	Lab	49 HR	Furniture Moving - Heavy		\$72.00	\$3,528.00
	Mat	1 Each	Rip Machine			
Labor	Lab	220 SqYd	Carpet Demolition (standard)		\$5.97	\$1,313.40
	Lab	220 SqYd	Carpet Disposal		\$1.88	\$413.60
Notes		* Disposal offsite.				
Labor	Mat	3 Each	9050 - Primer	4 Gallon	\$78.20	\$234.60
	Lab	1976 SqFt	Install Floor Primer		\$0.71	\$1,402.96
Transition	Mat	12 LnFt	Flexco #183 (1/4" to 0") Transition Edge Guard			
	Lab	12 LnFt	Transition Installation		\$4.11	\$49.32
Transition	Mat	24 LnFt	Flexco # 167 carpet to tile transition	# 01 Black		
	Lab	24 LnFt	Transitions Installation		\$4.11	\$98.64
Unclassified	Mat	1 Each	Freight - Shaw to GP		\$508.20	\$508.20

Information

* All materials and labor pricing set at or below **Shaw PC70142** of the NYS Contract.

* Phased labor to be completed during evening hours 2nd Shift (M-F) @ Albany County Prevailing Rate.

	Total
Contract Total	\$20,859.82
Sales Tax	
Grand Total	\$20,859.82

Exclusions : 1/4" Plywood Underlayment Replacement, 3/4" Plywood Subfloor Replacement, Wall Repair, Overtime Hours.

Continuation For: Albany County, Proposal # 26879

Type	Quantity	Product Description	Color / Item Number	Price	Total
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Additional Conditions

Federal ID #16-6330058, NYS WBE-59659

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

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

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

Buyer _____ Date _____ Seller _____ Date _____

Stover, Thomas

From: Quinn, David
Sent: Wednesday, May 21, 2025 4:10 PM
To: Stover, Thomas
Subject: Fw: EXTERNAL RE: Chamber 357 Carpet

Tom,

Court house carpet in chambers 357 for Ryba. Please see below for approval of carpet replacement in the courthouse.

Thank You,

David

Sent from my Verizon, Samsung Galaxy smartphone
[Get Outlook for Android](#)

From: James E Clark Jr <jeclark@nycourts.gov>
Sent: Wednesday, May 21, 2025 12:38:35 PM
To: David Cardona <dcardona@nycourts.gov>; Quinn, David <David.Quinn@albanycountyny.gov>
Cc: Amelia Lepore Sessions <AMLEPORE@nycourts.gov>; Matt Schaefer <MRSCHAEF@nycourts.gov>
Subject: EXTERNAL RE: Chamber 357 Carpet

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 <jeclark@nycourts.gov>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Please proceed. I will add this to the 25/26 Court Facilities Budget. As you know her chambers are also getting painted, so please make sure that happens first before the new carpet goes down. Thank you. - Jim

From: David Cardona <dcardona@nycourts.gov>
Sent: Wednesday, May 21, 2025 7:22 AM
To: James E Clark Jr <jeclark@nycourts.gov>; Amelia Lepore Sessions <AMLEPORE@nycourts.gov>; Matt Schaefer <MRSCHAEF@nycourts.gov>
Subject: Fw: Chamber 357 Carpet

Please advise if approved. This is for Judge Ryba's new chambers. Thank you

[Get Outlook for iOS](#)

From: Quinn, David <David.Quinn@albanycountyny.gov>
Sent: Wednesday, May 21, 2025 6:33:18 AM

To: David Cardona <dcardona@nycourts.gov>

Subject: Chamber 357 Carpet

David,

Please see attachment for the carpet replacement quote for chambers 357. Let me know if you would like me to proceed.

Thank You,

David Quinn

Albany County Department of General Services

16 Eagle St.

Albany, NY 12207

Ph. (518)487-5361

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