

From: Leonard Durocher
To: Saville, Ashley
Cc: Bill Asprion; Steve Gordon; Kyle Marsh
Subject: EXTERNAL BID SUBMISSION RFQ-2025-106 ALBANY COUNTY
Date: Thursday, June 26, 2025 12:03:10 PM
Attachments: DZKMXV_CUSTOMER (1).pdf
BID SUBMISSION RFQ-2025-106 ALBANY COUNTY.xlsx

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

External sender <ldurocher@denooyerchevrolet.com>

Make sure you trust this sender before taking any actions.

Good afternoon Ashley,

Please see the attached bid submission for bid # RFQ-2025-106 opening today at 4:30pm.
This vehicle is on order with GM being built later this summer.

Please let us know if you have any questions!

Thank you,

Lenny Durocher

Fleet & Gov't Sales

C: 518-626-1914 | O: 518-458-7700

ldurocher@denooyerchevrolet.com

DeNooyer Chevrolet

Fleet & Gov't Team

Mgr Bill Asprion | (518) 858-8754 | basprion@denooyerchevrolet.com

Mgr Steve Gordon | (518) 469-8804 | sgordon@denooyerchevrolet.com

Sales Kyle Marsh | (518) 949-0149 | kmarsh@denooyerchevrolet.com

Contract #: 2025-0988

Contract Type: standard

Contract Action: new

Procurement Type:

Department: Correctional Facility A3150

Date Submitted: 07/23/2025

Contact Person: [Tina Harris]

Contact Phone: 518-487-5435

Vendor Info: Mohawk Chevrolet

Estimated Amount: 40,187.88

Scope of Services: Purchase Vehicle

Budget Line Item: A93150.02750

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes -

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Michael Lyons, Superintendent

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: July 10, 2025

RE: RFQ-2025-107 Chevrolet Traverse vehicle purchase

I am in receipt of your recommendation to award the aforementioned to Mohawk Chevrolet in the amount of \$40,187.88.

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

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



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

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

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: July 7, 2025
To: Pamela O'Neill, Purchasing Agent
From: Michael J. Lyons, Superintendent
Subject: RFQ # 2025-107

A handwritten signature in black ink, appearing to read "Michael J. Lyons".

Facility staff has solicited and reviewed the bid tabulation for the above referenced services and have no objection with the selection of Mohawk Chevrolet, the vendor to submit the lowest bid with the correct make, model, year.

RFB 2025-107 Tabulation
2025 Chevrolet Traverse

Vendor	DeNooyer Chevrolet	Ferrario Auto	Mohawk Chevrolet	South Shore KIA
Vehicle	2025 Chevrolet Traverse	2025 Nissan Pathfinder	2025 Chevrolet Traverse	2025 Nissan Pathfinder
In stock/order	In Stock	In Stock	In Stock	In Stock
Exterior Color	White	Gun Metallic	White	Blue
Price	\$ 43,497.30	\$ 38,046.40	\$ 40,187.88	\$ 35,434.20

NYS Mini Bid specified only 2025 Model year, no other model years

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

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

Form Revision: 04/29/2025

Part A: Mini-Bid and Contractor Information	
1.0 Mini-Bid Questions	Contractor Response
1.1 Mini-Bid Reference Number (e.g. 12345; see the Mini-Bid Request)	OGS 23166 - RFQ-2025-107
1.2 Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>(click on yellow box and use drop-down menu)</i>	Purchased
1.3 Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? <i>(click on yellow box and use drop-down menu)</i>	No, Part B of this form has been left blank.
1.4 Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? <i>(click on yellow box and use drop-down menu)</i>	Yes, Part C of this form has been completed.
2.0 Contractor Information	
2.1 Full Legal Business Name, including DBA if applicable	G AND H AUTO GROUP DBA MOHAWK CHEVROLET
2.2 OGS Contract Number (e.g., PC12345)	PC69382
2.3 Federal Employer Identification Number / FEIN (e.g. 14-1234567)	84-2182145
2.4 NYS Vendor ID Number (e.g. 1000012345)	1100242414
3.0 Primary Contact Information	
3.1 Contact Name	DYLAN HARADEN
3.2 Contact Email	DHARADEN@MOHAWKCHEVROLET.COM
3.3 Contact Phone (1)	5189344367
3.4 Contact Phone (2)	
4.0 Secondary Contact Information	
4.1 Contact Name	ROGER KALLOP
4.2 Contact Email	RKALLOP@MOHAWKCHEVROLET.COM
4.3 Contact Phone	5183715400 x348

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid	
1.0 General Questions (Built to Spec)	Contractor Response
1.1 Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? <i>(Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request)</i>	
1.2 Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	
1.3 Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	
1.4 If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? <i>(click on yellow box and use drop-down menu)</i>	

Mohawk Chevrolet BID
- 2025 Chev Traverse

2.0 Vehicle Offered (Built to Spec)		
2.1 Model Year (e.g., 2023, 2024)		
2.2 Make (e.g., Ford, Chevrolet, Dodge)		
2.3 Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)		
2.4 Model Code (the OEM code used to identify a particular subset of a Vehicle Model)		
2.5 Drive Type (click on yellow box and use drop-down menu)		
If the offered Drive Type is not included in the drop-down menu, enter it here		
2.6 Fuel Type (click on yellow box and use drop-down menu)		
If the offered Fuel Type is not included in the drop-down menu, enter it here		
2.7 Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A"		
3.0 Additional Information (Built to Spec)		
3.1 If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A"		
4.0 Vehicle Price Worksheet (Built to Spec)		Price
4.1 NYS Base MSRP		
4.2 NYS Discount [Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number. For 5.5% type 5.5, not 0.055].		
4.3 NYS Base Price [Automatically calculated: NYS Base MSRP minus NYS Discount]		\$0.00
4.4 NYS Aftermarket Components Price [If there are no Aftermarket Components, leave blank]		
4.5 NYS Price for the Vehicle [Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]		\$0.00
4.6 Number of Vehicles [This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]		
4.7 Total Price for Mini-Bid [Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]		Enter Pricing

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

1.0 General Questions (Pre-Existing)		Contractor Response
1.1	Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? (click on yellow box and use drop-down menu) (Note: General specifications and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected.)	No, deviations are identified in Section C-2 of this form.
1.2	Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request. In accordance with the Contract (see Section 2.42 Procurement Method, Paragraph G Timeframe for Offers in Mini-Bids)? (click on yellow box and use drop-down menu)	Yes
1.3	If the Vehicle(s) offered are ZEVs (see definition), did final assembly of the Vehicle(s) occur in the United States? (click on yellow box and use drop-down menu)	
2.0 Additional Information (Pre-Existing)		
2.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
In stock unit, has 8-passenger seat configuration (second row bench seat).		
3.0 Vehicle Price Worksheet (Pre-Existing)		

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

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Final Assembly in USA?
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium	Cloth	FWD	Gasoline	\$41,500.00	5.00	\$39,425.00	\$1,500.00	\$40,925.00	Yes
001	2025	Chevrolet	Traverse LT	1LB56	Summit White	Jet Black	Cloth	AWD	Gasoline	\$44,495.00	9.68	\$40,187.88	\$0.00	\$40,187.88	
002															
003															
004															
005															
006															
007															
008															
009															
010															
011															
012															
013															
014															
015															
Total Price for Mini-Bid														\$40,187.88	
Total Pre-Existing Vehicles Offered														1	



CHEVROLET

2025 TRAVERSE LT AWD

EXTERIOR: SUMMIT WHITE
INTERIOR: JET BLACK PREMIUM CLOTH

ENGINE: 2.5L TURBO DOHC SIDI
TRANSMISSION: 8-SPEED AUTO

PULL THIS STRIP TO EXPOSE ADHESIVE

STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

OWNER BENEFITS

- 3 YEAR/36,000 MILE* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR/60,000 MILE* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT
- *WHICHEVER COMES FIRST SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS

PERFORMANCE & MECHANICAL

- TIRE, COMPACT SPARE
- WHEEL, SPARE, 18" STEEL

CONNECTIVITY & TECHNOLOGY

- 17.7" DIAGONAL LCD DISPLAY
- KEYLESS OPEN AND START
- 8 YEARS ONSTAR BASICS SEE

- ONSTAR.COM FOR TERMS
- SIRIUSXM AUDIO W/TRIAL
- HD REAR VISION CAMERA
- W-H (R) HOTSPOT CAPABLE
- GOOGLE BUILT-IN COMPATIBILITY
- TILT & TELESCOPING STEERING
- ACTIVE NOISE CANCELLATION
- TIRE PRESSURE MONITOR SYSTEM
- DRIVER INFORMATION CENTER, 11" DIAGONAL DISPLAY

INTERIOR

- DRIVER & FRONT PASSENGER HEAT
- REMOTE VEHICLE START
- STEERING WHEEL, HEATED, AUTOM W/LANE DEPARTURE WARNING
- SEAT ADJUSTER, DRIVER 8-WAY
- WIRELESS PHONE CHARGING
- TRI ZONE AUTO CLIMATE CTRL
- SEAT ADJUSTER, FRONT PASSENGER 4-WAY MANUAL

EXTERIOR

- ROOF RAILS, BLACK
- WHEELS, 18" GRAZEN METALLIC

MACHINED-FACE ALUMINUM

SAFETY & SECURITY

- REAR PARK ASSIST
- ADAPTIVE CRUISE CONTROL
- FOLLOWING DISTANCE INDICATOR
- FORWARD COLLISION ALERT
- INTELLIBEAM
- ENHANCED AUTOMATIC EMERGENCY BRAKING
- INTERSECTION AUTOMATIC EMERGENCY BRAKING
- REAR CROSS TRAFFIC BRAKING
- ENHANCED LANE KEEP ASSIST W/LANE DEPARTURE WARNING
- FRONT PEDESTRIAN AND BICYCLIST BRAKING
- SIDE BICYCLIST ALERT
- REVERSE AUTOMATIC BRAKING

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE \$42,600.00

Visit us at www.chevy.com

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER MAY REPLACE STANDARD EQUIPMENT SHOWN

- DRIVER CONFIDENCE PACKAGE 500.00
- HD SURROUND VISION
- POWER OUTLET, 120-VOLT
- REAR PEDESTRIAN ALERT
- TRAFFIC SIGN RECOGNITION FLEET INC.

TOTAL OPTIONS \$500.00
TOTAL VEHICLE & OPTIONS \$43,100.00
DESTINATION CHARGE 1,395.00

TOTAL VEHICLE PRICE* \$44,495.00

EPA Fuel Economy and Environment

TRAVERSE AWD

Standard SUV's range from 12 to 115 MPG. The best vehicle rates 140 MPGe.

Fuel Economy
21 MPG
combined city/hwy
4.8 gallons per 100 miles

You spend \$3,000 more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost \$2,500

Fuel Economy & Greenhouse Gas Rating (tailpipe only)



This vehicle emits 422 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions. Learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$9,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.50 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov
Calculate personalized estimates and compare vehicles

Gasoline Vehicle

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★ ★ ★ ★ ★
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★ ★ ★ ★ ★
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash ★ ★ ★ ★ ★
Based on the risk of injury in a side impact.

Rollover ★ ★ ★ ★ ★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA) www.safercar.gov or 1-888-327-4236



Equipped with the safety and security of OnStar.
Visit onstar.com for details.

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 36%
MAJOR SOURCES OF FOREIGN PARTS CONTENT: MEXICO 24%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT: LANSING, MI U.S.A.
COUNTRY OF ORIGIN: ENGINE: MEXICO
TRANSMISSION: UNITED STATES

This label has been applied pursuant to Federal Motor Vehicle Safety Standard 113. Do not remove prior to delivery to the consumer. The information on this label is for informational purposes only and does not constitute a warranty. The manufacturer's recommended retail price for the vehicle is \$44,495.00. The actual price may vary. The dealer's price may vary. The dealer's price may include dealer-installed options and accessories not listed above, and there is no federal tax.

© 2025 General Motors LLC
GM_LBL_PWD_2025 - 10/22/2025



ORDER NO FCCSW SALES CODE C
SALES MODEL CODE 1186

FINAL ASSEMBLY: LANSING, MI U.S.A.

VIN 1GNEVGRS4S254285 REISSUE

DEALER TO WHOM DELIVERED
MOHAWK CHEVROLET
639 STATE ROUTE 67
BALLISTON SPA, NY 12020-3707



From: [Dylan Haraden](#)
To: [Saville, Ashley](#)
Cc: [Roger Kallop](#)
Subject: EXTERNAL NYS Vehicle Marketplace - BID REQUEST - RFQ-2025-107
Date: Thursday, June 26, 2025 12:47:00 PM
Attachments: [attachment-1.png](#)
[OGS 23166 - RFQ-2025-107 BID RESPONSE.xlsx](#)
[Traverse LT Window Sticker.pdf](#)

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

External sender <ddharaden@mohawkchevrolet.com>

Make sure you trust this sender before taking any actions.

Bid Response

Dylan Haraden
Mohawk Chevrolet
Municipal Sales Consultant
OFFICE: 518-371-5400 EXT: 418
MOBILE: 518-934-4367

MOHAWK

CHEVROLET 

Contract #: 2025-0990

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Emergency 911 A3020

Date Submitted:

Contact Person: [Dennis Wood]

Contact Phone: 518-655-7848

Vendor Info: Stryker Sales Llc

Estimated Amount: 66,887.34

Scope of Services: Purchase a Stretcher

Budget Line Item: A93110.22800

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

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: Dennis Wood, Commander

RE: RFB #2025-099- Purchase of Stretcher and Accessories for Ambulance

DATE: July 16, 2025

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

RFB-2025-099

Purchase of Stretcher and Accessories for Ambulance

Category A

	Qty		Stryker
Stryker MTS Power Load Item#639005550001	1	\$	30,934.59
Stryker 6507 Power Pro 2 High Config Item#650705550001	1	\$	33,532.41
Stryker Kit, Alvarium Battery Services Item#650707000002	1	\$	982.23
Stryker Assembly Battery Charger Item#650700450301	1	\$	1,405.92
Stryker Assembly Power Cord North AM Item#650700450102	1	\$	32.19
		\$	66,887.34

Category B

Percentage discount from Stryker Mfg List Price	13%
--	-----



7/7/2025

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

Re: RFB 2025-099 - Purchase of Stretchers and Accessories

To Whom it May Concern:

The purpose of this letter is to confirm that Stryker Sales, LLC (the "Company") is hereby submitting a response in connection with the above-noted formal request no. RFB 2025-099 - Purchase of Stretchers and Accessories (hereinafter, "BID") being conducted by Albany County.

Notwithstanding any required signatures of the Company submitted in connection with the BID documents, the terms and conditions contained in the BID are only a non-binding statement of the intentions of the Company and no legal rights or obligations of either party are created with respect to any matters contemplated therein. No terms and conditions are binding on the parties unless and until a definitive agreement with the respect to the transaction is signed by both parties (the "Definitive Agreement"). In addition, the BID may not address all matters to be negotiated by the parties and contained in the Definitive Agreement and any different or conflicting terms contained in the Definitive Agreement will supersede and replace those contained in the BID.

Notwithstanding anything to the contrary, the parties agree that the following provisions shall be binding upon the parties: (1) each of the parties shall treat the contents of the BID as confidential, and (2) during the course of negotiating the Definitive Agreement none of the parties (nor any agent, representative or affiliate thereof) shall directly or indirectly disclose to any third party the contents of the BID or any discussions relating to the BID or the Definitive Agreement, except to their agents or representatives who have a need to know in connection with the negotiation of the Definitive Agreement.

Thank you in advance for your consideration and we look forward to a mutually fruitful relationship.

Kind Regards,

A handwritten signature in cursive script that reads "Kathryn E. Janecke".

Kathryn Janecke
Sr. Director, Commercial Operations

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

Albany County RFB#2025-099

Albany County Sheriff's Office

Purchase of Stretcher and Accessories for Ambulance

BID SPECIFICATIONS

General

It is the intent of these specifications to describe a Stryker products for the Albany County Sheriff's Office.

All equipment must be new (not previously owned). The equipment furnished to this specification shall meet or exceed all requirements herein. Vendors quoting equivalent brand must submit with their bid submission all product literature and specifications for the manufacturing and model they are bidding.

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

Category A:

Item Description:

Stryker MTS Power Load Product Number 639005550001

Stryker 6507 Power Pro 2 High Config Product # 650705550001

Stryker Kit, Alvarium Batter Services Product#650707000002

Stryker Assembly Battery Charger Product#650700450301

Stryker Assembly Power Cord, North AM Product #650700450102

Category B:

Percentage discount from Stryker Mfg list price

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Purchase of Stretcher and Accessories for Ambulance

Bid Number: 2025-099

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

N/A/

(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:
- Brian Budinich, Sales Account Manager
- _____
- _____
- _____
- Phone: (845) 699-9669 Fax: N/A
- E-mail: Brian.Budinich@stryker.com
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: Purchase of Stretcheer and Accessories for Ambulance

Bid Number: 2025-099

CATEGORY A

Item Description	Est Qty	Price Each
Stryker MTS Power Load Product Number 639005550001	1	\$ <u>30,934.59</u>
Stryker 6507 Power Pro 2 High Config Product # 650705550001	1	\$ <u>33,532.41</u>
Stryker Kit, Alvarium Batter Services Product#650707000002	1	\$ <u>982.23</u>
Stryker Assemblyy Battery Charger Product#650700450301	1	\$ <u>1,405.92</u>
Stryker Assembly Power Cord, North AM Product #650700450102	1	\$ <u>32.19</u>

Grand Total \$ 66,887.34

*Includes Stryker ProCare service plan, shipping; full details in Section 2- Pricing

**Vendors quoting equivalent products shall submit product literature with the bid submission

CATEGORY B

Percentage discount from Stryker Mfg. List Price 13 %

BID FORM

BID IDENTIFICATION:

Title: Purchase of Stretcheer and Accessories for Ambulance
Bid Number: 2025-099

COMPANY:	<u>Stryker Sales, LLC</u>
ADDRESS:	<u>11811 Willows Rd</u>
CITY, STATE, ZIP:	<u>Redmond, WA 98052</u>
TEL. NO.:	<u>800-442-1142</u>
FAX NO.:	<u>800-732-0956</u>
FEDERAL TAX ID NO.:	<u>22-2183590</u>
REPRESENTATIVE:	<u>Kathryn Janecke</u>
E-MAIL:	<u>Kathryn.E.Janecke@stryker.com</u>
SIGNATURE AND TITLE	<u>Sr. Director, Commercial Operations</u>
DATE	<u>7/7/2025</u>

BF4

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

Sr. Director, Commercial Operations

Title

Stryker Sales, LLC

Company Name

7/7/2025

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals: LLC

STATE OF Washington)
COUNTY OF King) SS.:

On this 7th day of July, 2025, before me personally appeared Kathryn Janecke 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 Washington

Qualified in King County

Commission Expires 12/29/2027

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 Howmedica Osteonics Corp		3. IDENTIFICATION NUMBERS a) FEIN # 22-2183590 b) DUNS # 054326178	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: Stryker Sales, LLC		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 1941 Stryker Way, Portage, MI 49002		7. TELEPHONE NUMBER 800-442-1142	8. FAX NUMBER 800-732-0956
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> N/A		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Kathryn Janecke Title Sr. Director, Commercial Operations Telephone Number 800-442-1142 Fax Number 800-732-0956 e-mail Kathryn.E.Janecke@stryker.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS. N/A; publicly traded as SYK on NYSE			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

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

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

☐ Yes ☒ No

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of: Washington)
) ss:
County of: King)

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 Stryker Sales, LLC

Address 11811 Willows Rd NE

City, State, Zip Redmond, WA 98052

Signature of Owner _____
Representative

Printed Name of Signatory Kathryn Janecke

Title Sr. Director, Commercial Operations

Sworn before me this 7th day of July, 20 25;

Notary Public

Kathryn Janecke _____
Printed Name

Signature
7/7/2025

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.

7/7/2025

Date

Signature

Sr. Director, Commercial Operations

Title

Stryker Sales, LLC

Company Name



Sourcewell Contract # 041823 Cot & Powerload

Quote Number: 11090929

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: ALBANY COUNTY SHERIFFS OFFICE EMS UNIT
Attn:

Rep: Brian Budinich
Email: brian.budinich@stryker.com
Phone Number:

Quote Date: 07/10/2025

Expiration Date: 10/08/2025

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	ALBANY COUNTY SHERIFFS OFFICE EMS UNIT	Name:	ALBANY COUNTY SHERIFFS OFFICE EMS UNIT	Name:	ALBANY COUNTY SHERIFFS DEPT
Account #:	20124959	Account #:	20124959	Account #:	20033135
Address:	58 VERDA AVE CLARKSVILLE New York 12041	Address:	58 VERDA AVE CLARKSVILLE New York 12041	Address:	16 EAGLE ST ALBANY New York 12207-1019

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	1	\$30,934.59	\$30,934.59
2.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	1	\$33,532.41	\$33,532.41
3.0	650707000002	KIT, ALVARUM BATTERY, SERVICE	1	\$982.23	\$982.23
4.0	650700450301	ASSEMBLY, BATTERY CHARGER	1	\$1,405.92	\$1,405.92
5.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	1	\$32.19	\$32.19
Equipment Total:					\$66,887.34

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
---------	-------------	-----	------------	--------------

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$0.00
Grand Total:	\$66,887.34

Limited warranty

Emergency care products

Subject to the limitations and exclusions set forth below, Stryker Medical, a division of Stryker Sales, LLC ("Stryker"), warrants the following products which are purchased from Stryker or authorized resellers for use in the United States of America to be free from manufacturing and material defects under normal service and use for the time periods indicated below. Limited warranty time limits begin on the date of delivery to the first purchaser.*

15 years	
Evacuation chair	
8 years	
LIFEPAK® CR2 automated external defibrillator	HeartSine® samaritan® PAD automated external defibrillator
7 years	
Welds on Stair-PRO® stair chair, Power-PRO™ 2 powered ambulance cot, Power-PRO XT powered ambulance cot, Power-LOAD® powered cot fastener system, Performance-PRO™ XT manual ambulance cot, Performance-LOAD® manual cot fastener system	
5 years	
- LIFEPAK 35 monitor/defibrillator, used in clinic and hospital settings exclusively (with no use in mobile applications) - LIFEPAK 15 monitor/defibrillator, used in clinic and hospital settings exclusively (with no use in mobile applications)	LIFEPAK 1000 defibrillator
3 years	
McGRATH™ MAC video laryngoscope	Power-PRO XT power train (includes motor pump assembly and hydraulic cylinder assembly)
2 years	
- Stair-PRO (parts only) - Power-LOAD (parts only) - Performance-PRO XT (parts only) - Performance-LOAD - Power-PRO 2 - Power-PRO XT - Power-PRO IT	- SMRT Power System™ (Power-PRO XT) - CodeManagement Module® - LIFEPAK CR2 Trainer - LIFEPAK 1000 Trainer - HeartSine samaritan Trainer - HeartSine Gateway - Xpedition® powered stair chair
1 year	
- Stair-PRO (parts and labor) - Power-LOAD (parts and labor) - Performance-PRO XT (parts and labor) - MX-PRO® R3 x-frame ambulance cot - MX-PRO bariatric transport cot - Expendable components for Power-PRO 2, Power-PRO XT and Performance-PRO XT (i.e. mattresses, nylon restraints, IV poles, storage nets, storage pouches, oxygen straps and other soft goods) - SMRT Power System™	- LIFEPAK 35 monitor/defibrillator, used in non-hospital settings - LIFEPAK 15 monitor/defibrillator, used in non-hospital settings - LIFEPAK Certified Pre-Owned defibrillators - LUCAS® chest compression system (including the LUCAS device with upper part and back plate), carrying case, battery, stabilization strap and patient straps - LIFEPAK 20e internal battery system - Battery charging systems and power adapters - MASIMO® SET® Rainbow® reusable sensors

* First purchaser means the first purchaser or lessee of the products listed above directly from Stryker, through a Stryker corporate affiliate, or from an authorized Stryker reseller, and includes the invoiced purchaser's corporate affiliates, and their respective employees, officers and directors.

180 days

- MASIMO™ cables and SET SpO₂ sensors

90 days

- CHARGE-PAK charging unit
- LIFEPAK advanced cardiac life support (ACLS) training device
- LIFEPAK 15 and 20e advanced cardiac lifesupport (ACLS) training devices
- Sterilizable internal paddles (one-piece design)
- Installed repair parts
- All other product accessories and disposables

60 days

- XPR® restraints

The sole and exclusive remedy for any products that become defective during this period shall be repaired or replaced, such determination being at Stryker's sole discretion. All warranties hereunder are made subject to the proper use by Customer in the application for which such Products were intended. The warranty provided hereunder does not cover any Products (i) that have been misused, subject to abuse or accident; used in contradiction with applicable operating instructions, or used outside of the product's intended environment or setting; (ii) that have been assembled, maintained, modified, refurbished or repaired by anyone other than Stryker or its authorized representatives, in any way which, in the judgment of Stryker, affects its stability and reliability (iii) that have been subjected to unusual stress or have not been properly maintained or (iv) on which any original serial numbers or other identification marks have been removed or destroyed.

Stryker, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Stryker at the purchaser's facility or an authorized Stryker facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by Stryker, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure. Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced Product.

In any event, Stryker's liability shall be limited to the replacement value of any damaged or defective part. **THE EXPRESS WARRANTY SET FORTH IN THIS SECTION IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS SOLD SUBJECT TO THIS AGREEMENT AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOMER OR OTHERWISE.** THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. STRYKER IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

Products are warranted in conformance with applicable laws. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state.

TO OBTAIN PARTS AND SERVICE

Stryker products are supported by a nationwide network of dedicated Stryker Field Service Representatives. These representatives are factory trained, available locally, and carry a substantial spare parts inventory to minimize repair time. Simply call your local representative, or call Stryker Customer Service USA at 1-800-327-0770.

RETURN AUTHORIZATION

Merchandise cannot be returned without approval from the Stryker Customer Service Department. An authorization number will be provided which must be printed on the returned merchandise. Stryker reserves the right to charge shipping and restocking fees on returned items. Special, modified, or discontinued items not subject to return.

DAMAGED MERCHANDISE

ICC Regulations require that claims for damaged merchandise must be made with the carrier within fifteen (15) days of receipt of merchandise. Do not accept damaged shipments unless such damage is noted on the delivery receipt at the time of receipt. Upon prompt notification, Stryker will file a freight claim with the appropriate carrier for damages incurred. Claim will be limited in amount to the actual replacement cost. In the event that this information is not received by Stryker within the fifteen (15) day period following the delivery of the merchandise, or the damage was not noted on the delivery receipt at the time of receipt, the customer will be responsible for payment of the original invoice in full. Claims for any short shipment must be made within thirty (30) days of invoice.

INTERNATIONAL WARRANTY CLAUSE

This warranty reflects U.S. domestic policy. Warranties outside the U.S. may vary by country. Please contact your local Stryker representative for additional information.

For further information, please contact Stryker at 800.442.1142 (U.S.), or visit our website at stryker.com

Products may not be available in all markets because product availability is subject to the regulatory and/or medical practices in individual markets. Please contact your representative if you have questions about the availability of Stryker's products in your area. Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: CHARGE-PAK, CodeManagement Module, HeartSine, LIFEPAK, LUCAS, MX-PRO, Performance-LOAD, Performance-PRO, Power-LOAD, Power-PRO, samaritan, SMRT, Stair-PRO, Stryker, TrueCPR, Xpedition. Masimo, the Radical logo, Rainbow and SET are registered trademarks of Masimo Corporation. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

EC-GSNPS-COMM-1157747_REV-0_en_us © 2024 Stryker



Physio-Control, Inc.
11811 Willows Road NE
Redmond, WA 98052 U.S.A.
Toll free 800 442 1142
stryker.com



Jolife AB
Scheelevägen 17
Ideon Science Park
SE-223 70 Lund
Sweden



Stryker
3800 E. Centre Avenue
Portage, MI 49002 U.S.A.
Toll free 800 784 4336
stryker.com



HeartSine Technologies Ltd.
207 Airport Road West
Belfast, BT3 9ED
Northern Ireland
United Kingdom



July 2025

Power-LOAD® Cot Fastener sole source information

To whom it may concern,

Stryker certifies that we are the sole manufacturer of Stryker's Power-LOAD Cot Fastener (Model 6390). This correspondence is to inform you of the characteristics of the Power-LOAD Cot Fastener. These characteristics can be broken down into two primary categories: **qualifications** and **ease of use**.

Stryker's Power-LOAD (Model 6390) Cot Fastener is mounted within the patient compartment and is intended to aid in the loading/unloading of patients. Stryker's Power-LOAD is the only powered cot fastening system that meets the following:

Qualifications:

- IPX6: The system is tested to withstand powerful water jets.
- IEC 60601-1 and IEC 60601-1-2: The Power-LOAD Cot Fastener conforms to industry standards for mechanical and electrical safety for medical electrical devices, as well as electromagnetic compatibility and immunity.
- BS EN-1789:2007, clause 4.5.9 when used with Power-PRO Cot and X-Restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges.
- SAE J3027 compliant when used with Stryker's Power-PRO Cot and X-Restraints

Ease of use:

- Provides a linear guide for loading and unloading the cot.
- Allows for remote actuation from Power-PRO foot end controls.
- Engages to the cot during loading and unloading, providing a means of lifting and lowering.
- Safe working load of 870 lb and capable of lifting patients weighing up to 700 lb.
- Mounts inside the patient compartment to prevent environmental exposure and corrosion.
- Power washable.
- Capable of inductively charging Stryker's SMRT Battery.

Please contact your Sales Representative for further information.

Sincerely,

John Guyeskey, Sr. Manager, Downstream Marketing

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: Power-LOAD, Power-PRO, SMRT, Stryker. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

M0000001062 REV AB
Copyright © 2022 Stryker

Emergency Care

3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | stryker.com



July 2025

To whom it may concern,

Stryker certifies that we are the sole manufacturer of the Power-PRO™ 2 ambulance cot (Model 6507). This correspondence is to inform you of the characteristics of the Power-PRO 2 ambulance cot. These characteristics can be broken down into two primary categories: independent qualification and ease of use and maintenance.

Independent qualification

- IP36: The system is tested to withstand powerful water jets.
- Conforms to IEC 60601-1, IEC 60601-1-2, IEC 60601-1-12: The Power-PRO 2 cot conforms to industry standards for mechanical and electrical safety for medical electrical equipment intended for use in emergency medical services environment, as well as electromagnetic compatibility and immunity.
- Meets BS EN 1789 crash test safety standards when used with Power-LOAD/Performance-LOAD cot fastener and X-restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges or danger to the safety of persons in the road ambulance.
- Meets SAE J3027 dynamic crash test safety standards when used with Power-LOAD/Performance-LOAD cot fastener and X-Restraints.
- Designed to conform to KKK-A-1822, CAAS-GVS, NFPA-1917.
- Meets the following:
 - 16 CFR 1632 (U.S. Flammability)
 - BS EN 597-1 (European Flammability)
 - BS EN-1865-2, BS EN-1865-3 (European Power Assisted cots)
 - Meets AS/NSZ-4535 dynamic crash test safety standards when used with Power-LOAD cot fastener and X-restraints.

Ease of use and maintenance

- The cot has a weight capacity of 700 pounds.
- The cot has an adjustable loading height (up to 36 inches). Operators can use the cot control switches at the foot end of the cot to match any ambulance deck height.
- The cot can extend to 84 inches to allow for better leverage when manually loading/unloading.
- The cot can retract to 60 inches to allow for better mobility in tight spaces.
- The lithium-ion battery is placed at the foot end of the cot and can be accessed with a single hand.
- The battery's LED bars indicate battery power level, as well as charging and error status.
- The cot features a foot end light to help medics navigate through dark environments.
- Reflectors on the cot legs increase visibility for enhanced safety.
- The cot is equipped with Smart Equipment Management™ (SEM™), an interactive dashboard that helps you maximize your investment, minimize downtime and remotely manage your fleet.
- When unloading with the manual release handle, the cot utilizes hydraulic dampening. The cot will not abruptly jar the operator or patient.
- The cot is equipped with a bumper detection system that will stop the extension of the legs if they are obstructed while the cot is suspended.
- The cot legs power-retract and power-extend in 1.5 seconds, which speeds load and unload time.

Emergency Care

3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | [stryker.com](https://www.stryker.com)



- The foot end lifting bars and cot control switches at two different heights provide optimum ergonomics to most operator heights.
- The transport height feature lowers the cot to a suggested level at the touch of a button for safe patient transport outside an ambulance.
- The foot end is equipped with a transport handle to provide better ergonomics while in transport height.
- The cot has 6 x 2 inch, sealed casters and bearings, including integrated steer and wheel locks that can be activated from the head end or foot end of the cot.
- The cot features powder-coating of the entire aluminum frame (including the patient handling surfaces), eliminating aluminum oxidation throughout the cot.
- The cot is power washable.

Please contact your account manager for more information.

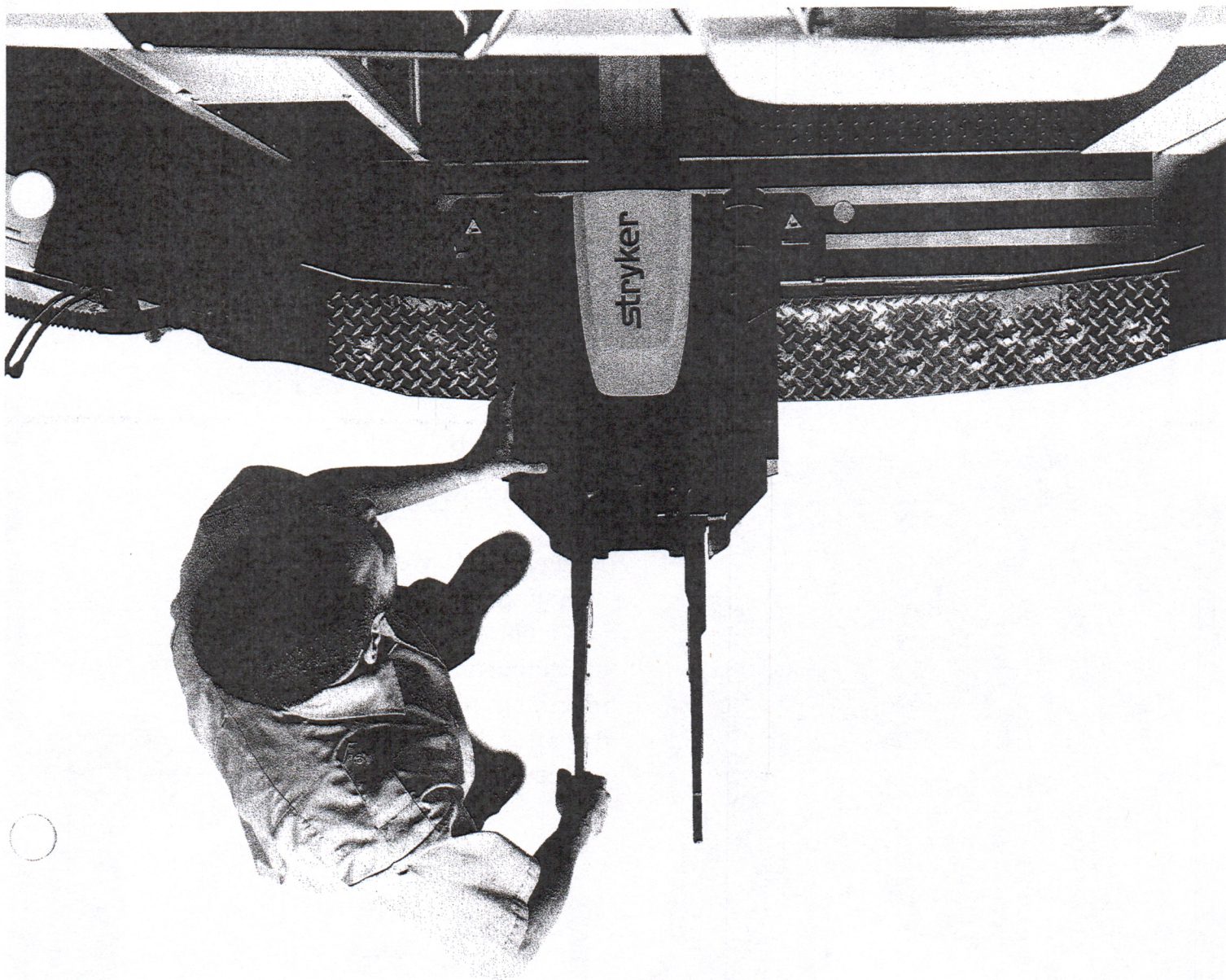
Sincerely,

A handwritten signature in black ink, appearing to read "John Guyeskey".

John Guyeskey, Sr. Manager, Downstream Marketing

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: Power-LOAD, Power-PRO, SEM, Smart Equipment Management, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Copyright © 2022 Stryker
Mkt Lit-2011 24 JUN 2020 REV B



Power-LOAD®
powered fastener system

stryker



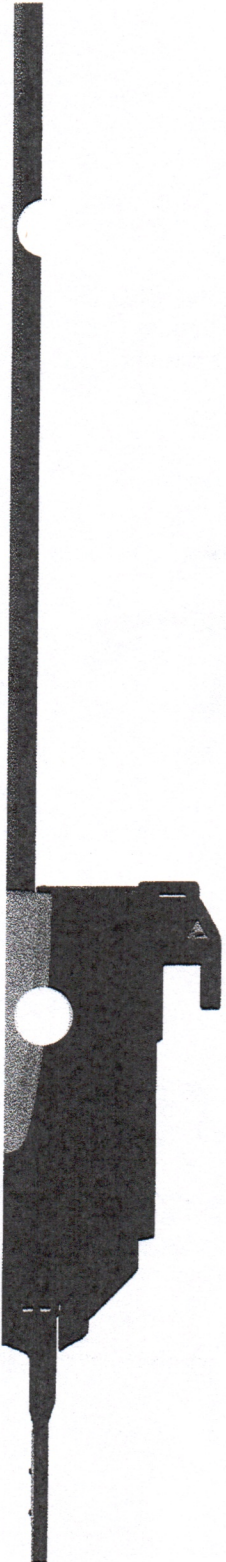
Reduce the risk

of injuries when loading and unloading cots

Being an EMS worker is a demanding job, both physically and emotionally. The repetition of loading and unloading cots in and out of an ambulance day after day can take its toll on the body.

1 in 4

EMS workers suffer from a career-ending back injury within the first four years of employment.¹



Proven to save guarantee^{2,3}

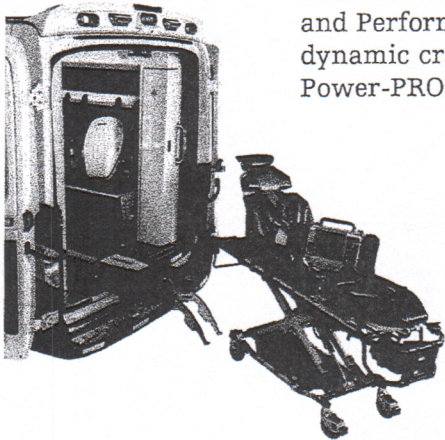
100% reduction in
missed safety hooks

At Stryker we stand behind our products. For qualifying purchasers², upon standardization, Stryker offers a program that guarantees at least a **50% reduction** in cot-related injuries pertaining to raising, lowering, loading and unloading cots and **100% reduction** in missed safety hooks while unloading cots with the Power-PRO and Power-LOAD in full power operation. If not, Stryker will refund the price paid for the Power-PRO cots and Power-LOAD cot fastening systems.³

50% reduction
in cot related injuries

Power-LOAD[®] cot compatibility

The Power-LOAD compatibility option is available for the Power-PRO XT, Power-PRO IT and Performance-PRO XT. Power-LOAD and Power-PRO XT with X-Restraints meet dynamic crash test standards for occupant safety* and will automatically charge the Power-PRO XT SMRT battery.



Power-PRO XT



Performance-PRO XT



Power-PRO IT

100%

reduction in cot related injuries saved one service \$545,500 in 4.5 years.⁴

99%

of those surveyed agree our Powered System has made their job easier.⁵

\$69,594

cost of a typical strain injury (\$33,140 direct and \$36,454 indirect costs)⁶

* Meets dynamic crash standards for Power-PRO XT (AS/NZS-4535, BS EN-1789 and SAE J3027 with X-restraints) and Performance-PRO XT (BS EN-1789).

Safe

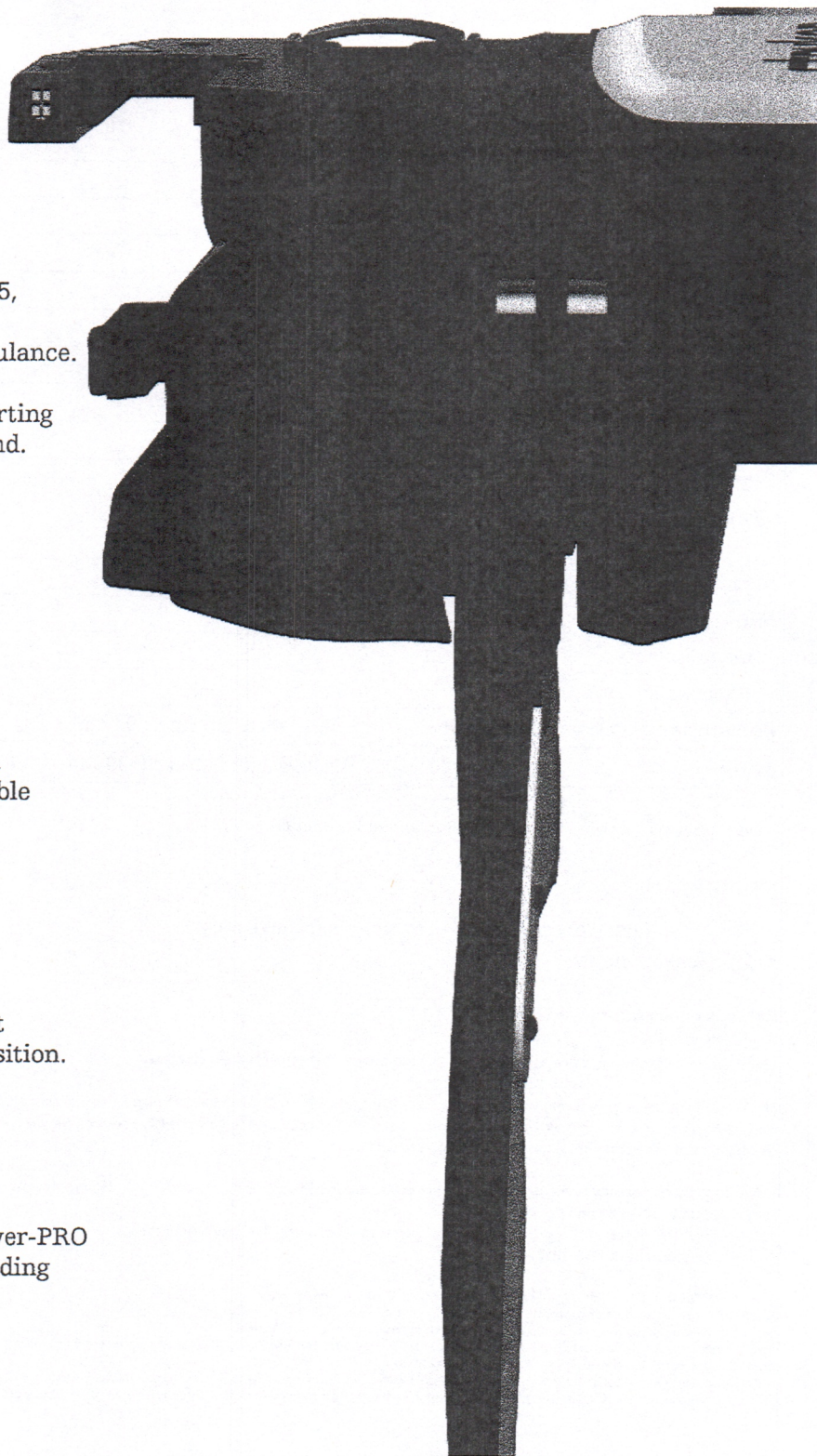
- Dynamically crash tested with the Power-PRO XT cot to meet AS/NZS-4535, BS EN-1789 and SAE J3027, improving caregiver safety in the back of the ambulance.
- Helps minimize patient drops by supporting the cot until its wheels are on the ground.

Durable

- Ergonomically designed to help reduce caregiver injuries, Power-LOAD lifts patients weighing up to 700 pounds.
- Power-LOAD and Power-PRO have been rigorously tested as a system to be reliable throughout the life of the products.

Easy to Use

- Inductively charges your Power-PRO cot SMRT battery when in the transport position.
- Improved guided load and unloaded functionality eliminate the need to steer the cot into and out of the ambulance.
- Wirelessly communicates with your Power-PRO cot to control cot functionality when loading and unloading.



Specifications

Model Number	6390
Length	
Overall length	95 in. (241 cm)
Minimum length	89.5 in. (228 cm)
Width	24.5 in. (62 cm)
Weight	
Total weight	211.5 lb (96.5 kg)
Floor plate assembly	16.5 lb (7.5 kg)
Anchor assembly	23 lb (10.5 kg)
Transfer assembly	67 lb (30.5 kg)
Trolley assembly	105 lb (48 kg)
Maximum weight capacity*	700 lb (318 kg)
Minimum operator required	
Occupied cot	2
Unoccupied cot	1
Recommended loading height	22 in to 36 in (56 cm to 91 cm)
Battery	12VCD, 5 Ah lead acid battery (6390-001-468)

Stryker reserves the right to change specifications without notice.

Warranty

- One-year parts, labor, and travel or two-year parts only
- Lifetime on all welds

Extended warranties available.

7-year service life.

Maintenance agreements are available for service beyond its expected service life.

Stryker Corporation or its divisions or other corporate affiliated entities own, use or have applied for the following trademarks or service marks: **Flex Financial, Performance-PRO, Power-LOAD, Power-PRO, ProCare, Stryker**. All other trademarks are trademarks of their respective owners or holder.

*Maximum weight capacity represents patient weight and accessories. Safe working load of 870 lb (395 kg) represents the sum of the cot total weight and patient.

The Power-LOAD Cot Fastener System is designed to conform to the Federal Specification for the Star-of-Life Ambulance KKK-A-1822.

1. Sanders, Mick J. (2011) Mosby's Paramedic Textbook (4th ed., p. 36)

2. Please contact your sales representative to see if you qualify for the EMS Guarantee.

3. Subject to the terms and conditions of EMS proven to save guarantee agreement.

4. Reference: Stryker (2018). EMSStat – Norman Regional Health System Case Study (Case Study on Power-PRO XT cots and Power-LOAD cot fastening systems). Retrieved from: <http://ems.stryker.com>

5. Reference: Stryker. (2012). Superior Ambulance Case Study [Case Study on Power-PRO XT cots]. Retrieved from: <http://ems.stryker.com>

6. <https://www.osha.gov/dcspp/smallbusiness/safetypays/estimator.html>. As of August 1, 2018 with a 3% profit margin for strain.

Technical support

Our Technical Support comprises a team of professionals available to help with your Performance-LOAD needs. Contact via phone at 1 800 STRYKER or email at medicaltechnicalsupport@stryker.com

Stryker's ProCare Services

When lives are at stake, you need someone who takes a proactive approach to keeping your equipment up and running.

Imagine having someone dedicated to managing your equipment, who truly understands the intricacies of EMS and can anticipate your needs before an issue even arises. We'll make sure your lifesaving devices and back-saving equipment is ready when you need it. With ProCare Service, you can count on trusted experts dedicated to caring for your equipment, so you can focus on what truly matters – saving lives.

All ProCare plans include:

- Stryker original equipment manufacturer parts
- Labor and travel expenses.
- Unlimited repairs to restore equipment to manufacturer specifications
- Responsive support from your field service representative
- Option to include preventive maintenance inspections
- Option to include battery service and replacement

Flex Financial Program

Our financial programs provide a range of smart alternatives designed to fit your organization's needs. We offer flexibility beyond a cash purchase with payment structures that can be customized to meet budgetary needs and help to build long-term financial stability. Contact your account manager for more information.

3800 E. Centre Avenue
Portage, MI 49002 USA
t: 269 329 2100
toll free: 800 327 0770

www.ems.stryker.com

Mkt Lit-1703 11 DEC 2018 Rev A
Copyright © 2018 Stryker

stryker

Power-PRO™ 2

powered ambulance cot



Response inspire

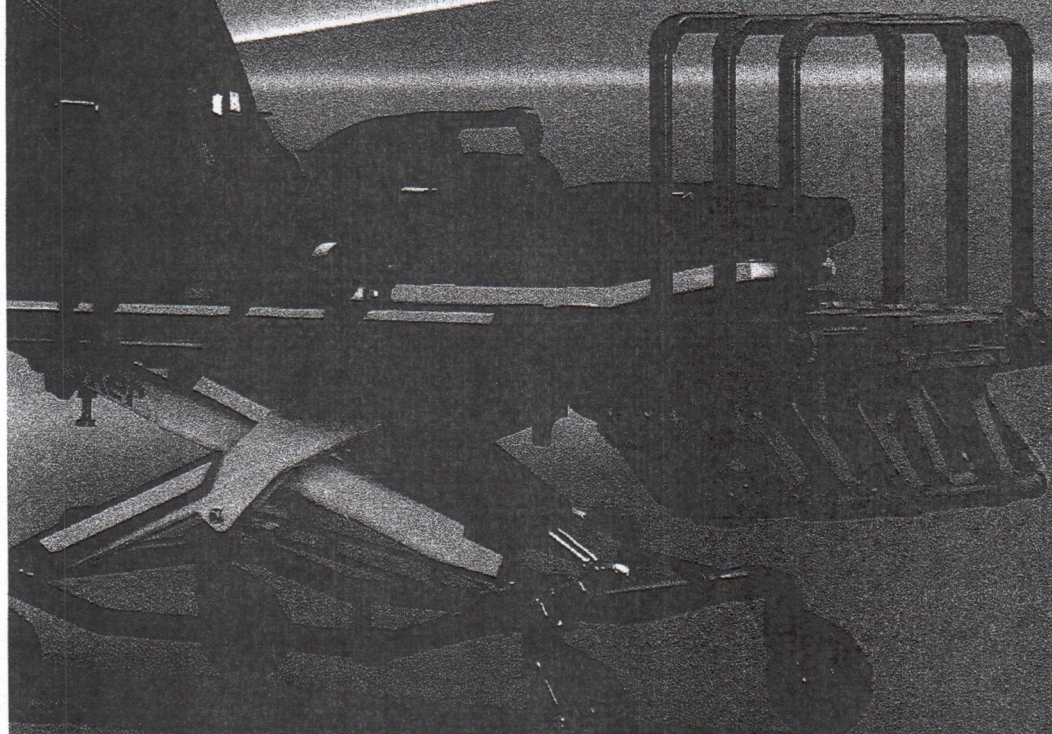
You live it. We built it.

Nobody knows what works in the field better than you. That's why we reimagined our proven design to redefine your partner on scene—focusing on what matters most to help you get the job done.



Respond confidently

- Reach optimal transport height with a single button and increase maneuverability using an extended transport handle
- Navigate through tighter quarters with a new retractable foot section (extends and retracts an extra three inches each)
- Help decrease body fatigue with enhanced ergonomics during manual loading and unloading





Respond safely

- Perform a true, unassisted lift and reach optimal loading height using smarter hydraulic assembly with load-sensing capabilities
- See and be seen in low light environments with powerful lights and reflectors
- Reduce the chance of cot damage and medic or patient injury with new bumper detection technology



Respond ready

- Remotely track your fleet with Smart Equipment Management™ (SEM™) and pinpoint your cot with its last-known location*
- Improve battery life and management with a new lithium-ion battery and charge indicator
- Limit cot downtime, reduce unexpected costs and ready your ambulances



*Receive location updates when connected to an active Wi-Fi network and an internet connection. For spot required for off-network use (not provided by StarKor). Frequency of updates depends on network.

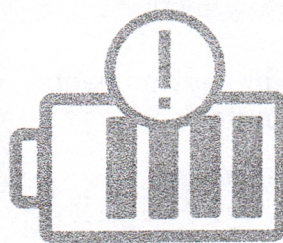
The industry's first connected ambulance

Smart Equipment Management

Automatically track cot health and remotely manage your fleet through one convenient, interactive dashboard.

Maximize your investment

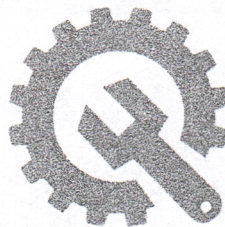
- Extend the life of your equipment by evaluating cot usage and rotating your fleet
- Identify training opportunities using detailed analytics to help improve patient and medic safety
- Take the guesswork out of battery replacement by monitoring use over time



88% total state
of battery health

Minimize downtime

- Keep your fleet ready to respond by identifying which cots need attention
- Save time and budget by troubleshooting the issue before on-site repair
- Quickly get your equipment back in the field with direct access to ProCare Services

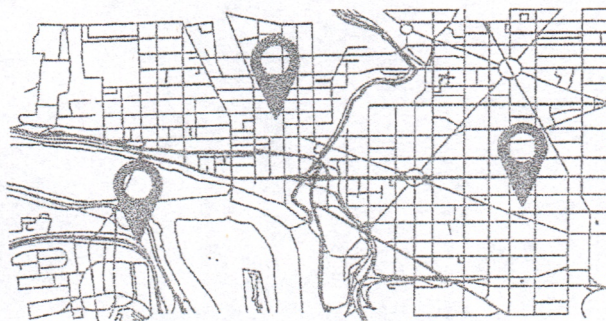


Troubleshoot
the issue

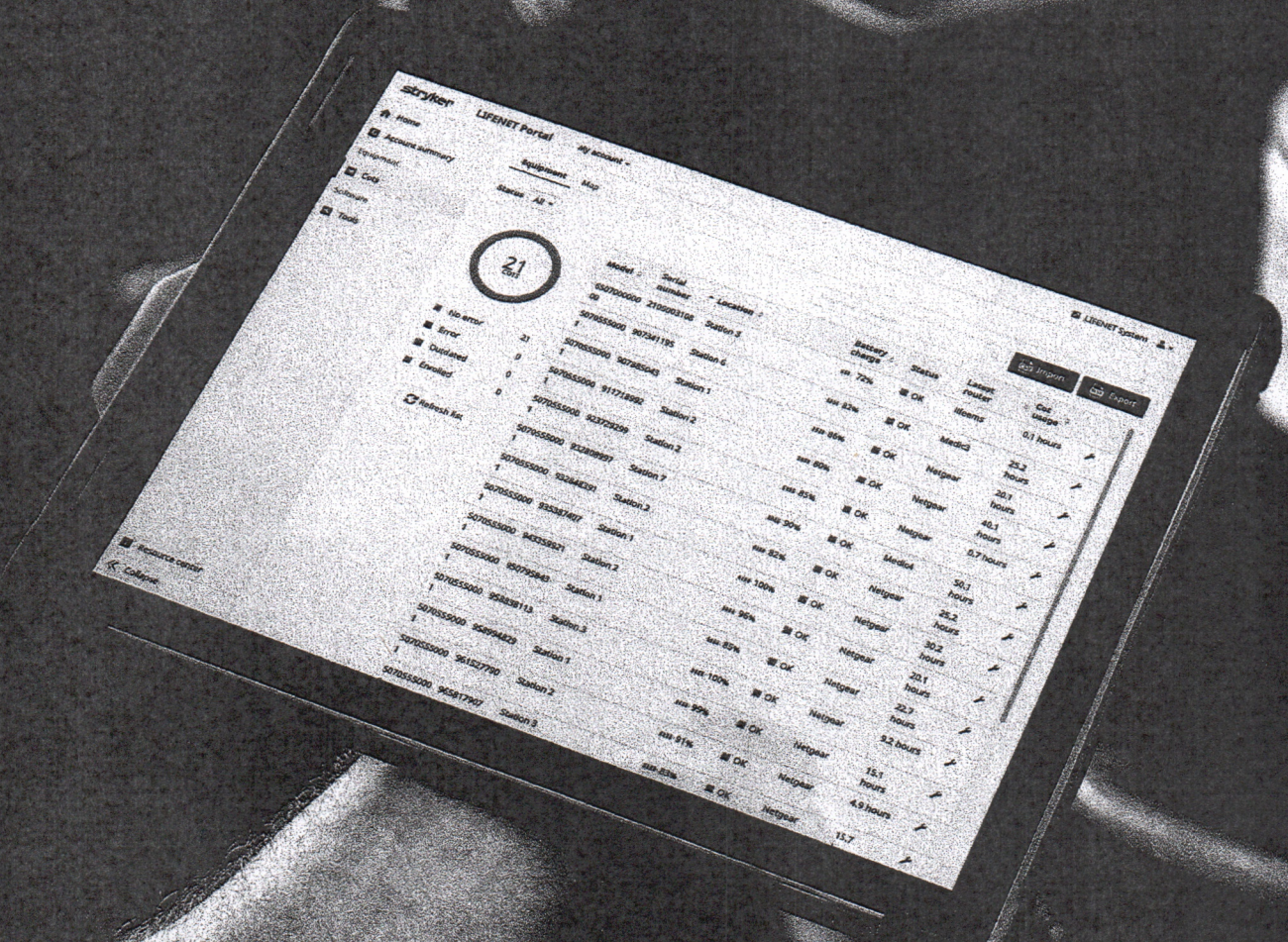
Maintain your service

- Start your shift right with battery status updates and other critical cot insights
- Pinpoint your fleet in near real-time with last-known location*
- Streamline reporting and planning requirements with instant access to vital equipment metrics

Last-known location



*Receive location updates when connected to an active Wi-Fi network and inductive charger from Power-LOAD or Performance-LOAD. Hot spot required for off-network use (not provided by Stryker). Frequency of updates depends on your connection.



stryker

LIFEVIEW Portal

My Account

- Home
- Account summary
- Equipment
- Data
- Schedules
- Tools

Equipment

Status All

21

- No error
- Error
- Overload
- Exceeded

Refresh list

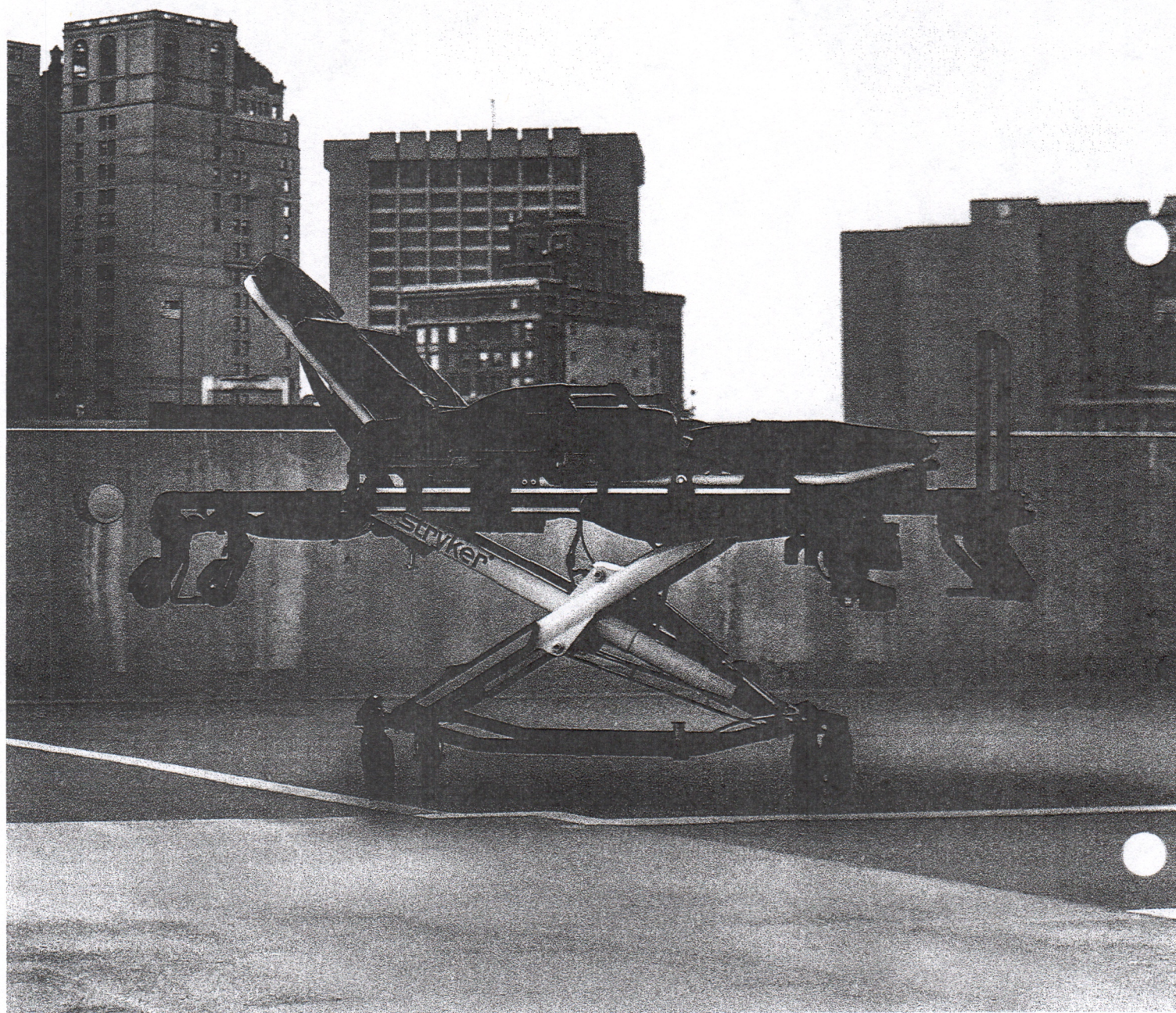
Model	Serial number	Location	Battery charge	Status	Latest Reader	Life
507053000	2100003100	Station 2	72%	OK	Med3	0.1 hours
507053000	907341195	Station 4	82%	OK	Netgear	25.2 hours
507053000	907850403	Station 1	86%	OK	Netgear	20.1 hours
507053000	911718995	Station 2	80%	OK	Netgear	40.1 hours
507053000	923700209	Station 2	80%	OK	Med3	0.7 hours
507053000	923800997	Station 7	80%	OK	Netgear	50.1 hours
507053000	920840201	Station 2	80%	OK	Netgear	20.2 hours
507053000	920876707	Station 1	80%	OK	Netgear	30.1 hours
507053000	907338021	Station 2	80%	OK	Netgear	32.7 hours
507053000	907092843	Station 1	80%	OK	Netgear	3.2 hours
507053000	908391133	Station 3	100%	OK	Netgear	15.1 hours
507053000	909948259	Station 1	96%	OK	Netgear	4.9 hours
507053000	961027790	Station 2	80%	OK	Netgear	15.7
507053000	908172907	Station 3	100%	OK	Netgear	

LIFEVIEW Portal

Log In / Log Out

Resource center

Colson



Power-PRO 2: specifications

Model number	6507	
Height* (infinite height positioning between lowest and highest position)*		
Highest position	41 inches	104 cm
Lowest position	14.4 inches	36.6 cm
Length		
Retracted**	60 inches	152.4 cm
Mid	81 inches	205.7 cm
Extended	84 inches	213.4 cm
Overall width	22.6 inches	57.4 cm
Weight***	130 pounds	59 kg
Wheels		
Diameter	6 inches	15 cm
Width	2 inches	5 cm
Articulation		
Backrest	0-75°	
Shock position	+15°	
Knee-Gatch	30°	
Maximum weight capacity	700 pounds	318 kg
Unassisted lift weight capacity	700 pounds	318 kg
Minimum operator required		
Occupied cot	2	
Unoccupied cot	1	
Recommended fastener		
Power-LOAD	Model 6390	
Performance-LOAD	Model 6392	
Floor mount	Model 6370 or 6377	
Wall mount	Model 6371	
Recommended loading height†	Up to 36 inches	Up to 91 cm
Transport height (excluding mattress)	25 inches	63.5 cm
Battery (650700080301)	25.6 VDC LiFePO4	
Charger (650700450301)	100-240 VAC, 50/60 Hz, 1A, 12-34 VDC, 5A	
Standards‡	ANSI/AAMI ES 60601-1, 60601-1-12, 60601-1-2, BS EN 1865-2, BS EN 1865-3, AS/NZS-4535, SAE J3027, BS EN-1789, BS EN 597-1, 16 CFR 1632	

Smart Equipment Management (SEM): specifications

Data usage	64KB per device message. Device messages are sent every minute while connected to internet and powered on, or receiving inductive charge.
Encryption	AES and TKIP (TKIP is not supported with WPA2)
Number of Wi-Fi configurations	10 SSID profiles
Authentication	WPA Personal/Enterprise and WPA2 Personal/Enterprise
RF bands	2.4 GHz, 5 GHz
Protocol/port number	HyperText Transfer Protocol with Privacy (HTTPS)
Connection	TLS 1.0, 1.1, 1.2; 128 bit or higher encryption
RSA	2048 bit exchange

* Height is measured from bottom of mattress, at seat section, to ground level.

** Retracting both the foot and head end of the cot.

*** Cot is weighed with one battery pack, without mattress and restraints.

† Can accommodate load decks up to 36 inches.

‡ For standards that require specific options, please review the operators manual for more information.

A legacy of trust

Working in partnership with our customers, Stryker develops technologies and devices to give first responders and hospitals more control during a critical event. Our uncompromising commitment to quality means product performance you can count on. Because in critical situations, you deserve the very best lifesaving tools.



Contact your local sales representative or visit stryker.com

1. Statistics provided by EMSStat Crew Chief
2. Subject to the terms and conditions of EMS Proven to Save

Emergency Care

This document is intended solely for the use of healthcare professionals. A healthcare professional must always rely on his or her own professional clinical judgment when deciding whether to use a particular product when treating a particular patient. Stryker does not dispense medical advice and recommends that healthcare professionals be trained in the use of any particular product before using it.

The information presented is intended to demonstrate Stryker's product offerings. A healthcare professional must always refer to operating instructions for complete directions for use indications, contraindications, warnings, cautions, and potential adverse events, before using any of Stryker's products. Products may not be available in all markets because product availability is subject to the regulatory and/or medical practices in individual markets. Please contact your representative if you have questions about the availability of Stryker's products in your area. Specifications subject to change without notice.

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: Stryker Performance-LOAD, Power-LOAD, Power-PRO, ProCare, Smart Equipment Management, SEM, Stryker. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

M0000003643 REV AB
Copyright © 2022 Stryker



Manufactured by:

Stryker Canada
3800 E. Centre Avenue
Portage, MI 49002 USA
P +1 269 329 2100
Toll-free +1 800 327 0770
stryker.com

Distributed in Canada by:

Stryker Canada
2 Medisorum Place
Waterdown, Ontario
L8B 1W2
Canada
Toll free 800 668 8323

Request for Contract Approval	
Contract #	2025-2991
Contract Type	CAB
Contract Action (New, Renewal, Amendment)	New
Procurement Type (Bid, RFP, Other)	RFP
Department	County Executive Office
Date submitted	08/05/25
Contact person	Christopher Conway
Contact Phone	518-447-5566
Vendor	Auctions International
Estimated Amount	\$0.00
Estimated Term	8/12/25-08/11/26
Scope of Services	Auctioneering services for the public sale of county-owned real property.
Budget Line Item	N/A
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	RFP

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

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

August 5, 2025

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

Honorable Bruce Hidley, County Clerk
Albany County Court House, Room 128
16 Eagle Street
Albany, New York 12207

Chairwoman Cunningham and County Clerk Hidley

I am writing to respectfully request authorization to enter into an agreement with Auctions International to provide auctioneering services for the sale of county-owned real property. Auctions International will offer these services at no cost to the county, facilitating the sale of county-owned properties and ensuring a seamless user experience for the public.

The Auctions International team is fully NYS-licensed, equipped with extensive auctioneering experience and key credentials. Distinctively, they are able to deliver seamless, "as-is" quitclaim auction services that are complete with inspections, photography, and advertising to maximize sales potential for Albany County. Additionally, their custom web portal features interactive parcel mapping, bidder registration, title-report integration, and real-time analytics.

We are confident that Auctions International's expertise and comprehensive services will greatly benefit the county. Thank you for considering this request.

Sincerely,

Daniel P. McCoy
Albany County Executive



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Department Head
Department

FROM: Pamela O Neill
Purchasing Agent

DATE: August 5, 2025

RE: **RFP #2025-105**
Foreclosed Property Auctions

I am in receipt of your recommendation to award the aforementioned to Auctions International.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposals submitted. I have no objection to the selection of Auctions International.

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



Auctions International, Inc.
Russ Scherrer, Founder/Senior Auctioneer
11167 Big Tree Road
East Aurora, NY 14052
Tel: (800) 536-1401 x 166
Web: www.AuctionsInternational.com
Email: RFP@auctionsinternational.com

Pamela O'Neill, Albany County Purchasing Agent
112 State Street, Room 1000, Albany, NY 12207
Phone: 518-447-7140 | Fax: 518-447-5588
Email: pamela.oneill@albanycountyny.gov

July 11, 2025

RE: RFP #2025-105 – Foreclosed Property Auctions

Dear Ms. O'Neill and Evaluation Committee:

Thank you for the opportunity to submit our proposal for Albany County's Foreclosed Property Auctions. With decades of experience conducting foreclosure auctions for over a dozen counties across New York State, we are uniquely positioned to support your renewed public auction process under RPTL Article 11.

Highlights of our qualifications include:

- **Licensed Auctioneers & Brokers** – Fully NYS-licensed real estate team armed with robust auctioneering experience and key credentials.
- **Proven Track Record** – Managed the auction of more than 7,000 foreclosure properties in 26+ counties and municipalities.
- **Advanced Online Platform** – Custom web portal with interactive parcel mapping, bidder registration, title-report integration and real-time analytics.
- **High-Visibility Marketing** – Targeted outreach spanning local and regional media, social channels and direct mail drives robust bidder turnout.
- **End-to-End Services** – From on-site signage placement through post-sale reporting, our service ensures compliance, transparency and rapid close-out.

We are proud to deliver seamless, “as-is” quitclaim auction services -- complete with inspections, photography, and advertising -- to maximize success for local governments.

Thank you for your consideration. We look forward to demonstrating how our best-in-class technology and foreclosure sale expertise will benefit Albany County.

Respectfully submitted,

RJ Klisiewicz, Operations Manager
Auctions International, Inc.



Response to:
Request for Proposals #2025-105
Foreclosed Property Auctions

Bid Due: July 11, 2025

Prepared For:

Albany County Department of Management and Budget
Pamela O'Neill, Purchasing Agent
112 State Street, Room 1000
Albany, NY 12207
Ph: 518-447-7140 | Fax: 518-447-5588
Email: pamela.oneill@albanycountyny.gov

Prepared By:

Alicia Andrews, Proposal Manager
Auctions International, Inc.
11167 Big Tree Road
East Aurora, NY 14052
FEIN: 32-0038079
Tel: (800) 536-1401 x 166
Fax: (800) 569-3334
Email: RFP@auctionsinternational.com
Web: www.AuctionsInternational.com

Table of Contents

Section I: Title Page & Table of Contents	2
Section II: Qualification/Experience & Resumes	4
Section III: References	15
Section IV: Plan Implementation	17
Section V: Cost Proposal.....	32
Section VI: Mandatory Documentation.....	36



Section II: Qualification/Experience & Resumes

❖ Qualification/Experience

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

With over 20 years of experience in the auction industry and deep-rooted expertise in tax-foreclosed real estate sales throughout New York, Auctions International, Inc. stands uniquely qualified to facilitate professional and compliance-focused online auctions for Albany County's tax foreclosed properties.

As professional auctioneers and **licensed New York Real Estate Brokers**, our long-standing commitment to excellence, transparency, and innovation has enabled us to develop an operational model that consistently meets the complex requirements of government procurement and public property disposition.

Our extensive auction experience includes a broad portfolio of successful tax foreclosure auctions across New York State, including:

- **Saratoga County:** After successfully managing Saratoga County's surplus auctions for many years, Auctions International, Inc. hosted the County's most recent tax foreclosure auction. The 21 defaulted properties up for auction received high bids exceeding \$1.4 million, with over 130 bidders participating.
- **Chautauqua County:** We managed a high-volume tax foreclosure auction for Chautauqua County in 2022, selling 400+ parcels. During this two-day sale, more than 500 bidders placed winning bids exceeding \$5.5 million.
- **Niagara County:** We have managed the Niagara County Treasurer's foreclosure auctions for several years, achieving winning bids approaching \$1.5 million in 2022 (48 parcels), \$515,000 in 2023 (32 parcels), and \$550,000 in 2022 (23 parcels).
- **Cattaraugus County:** We have managed Cattaraugus County's tax foreclosure auctions for many years, with auction bids exceeding \$5.5 million since 2021. Through professional photography/video, strategic property signage, and our modern online bidding system, we not only meet strict regulatory requirements, but also exceed turnout expectations, with nearly 200 participating bidders annually.
- **Oneida County:** Blending traditional auction practices with cutting-edge online technologies, our services include pre-auction photography, as well as printed and digital auction booklets. The positive feedback from County officials, and the increase in bidder participation, affirmed our capability to drive interest and achieve strong results. Their biannual sales for the past three years have succeeded in bids topping \$3.5 million.



At the core of our approach is a dedication to adopting a thoroughly client-centered process. We begin with multiple orientation and strategy meetings with the designated tax enforcement officer to ensure that our operational plan aligns completely with county objectives. Our commitment to proactive communication is demonstrated through regularly scheduled progress meetings that keep all stakeholders updated from the pre-auction phase through the final bidding day.

Clarity and accessibility of auction information are paramount; therefore, we have honed a digital platform that allows for dynamic editing and real-time updates of property listings, ensuring that any changes -- whether prompted by full payment, legal withdrawal, or county decision -- are reflected immediately on the website. Additionally, auction booklets and registration packets are available in hard copy for bidders who may have limited internet access.

Furthermore, our marketing and advertising strategies are both innovative and comprehensive. We recognize that successful auctions require robust mass communication to generate bidder interest.

Our experience includes complementing traditional print advertising in official county newspapers, such as the *Times Union* and the *Daily Gazette*, with extensive digital outreach via email and targeted online marketing.

This dual-pronged approach not only meets statutory requirements, but also maximizes property visibility across multiple media channels.

Our operational framework extends past pre-auction logistics to include on-site property inspections, where our experienced real estate personnel and auction staff conduct detailed evaluations of each property.

We ensure proper installation of auction signs, and gather sufficient photographic evidence, to clearly identify and describe every property. Our integrated system of collecting and processing information guarantees that the auction website is immediately populated with accurate data -- from Parcel Identification Numbers and street locations, to property conditions, and any known code enforcement issues.

We Will Place Extensive Print and Digital Advertising to Promote Your Foreclosure Sale

Tax Foreclosed Real Estate Auction

Saratoga County • Online Only

40+ parcels available: Lots, Acreage, Homes, Commercial Properties
Due to COVID-19 mandates and regulations, this auction will be conducted 100% online.

Online Auction Start: November 17th, 10AM
Online Auction Closing Begins: December 2nd, 10AM

****Action Required****

To participate in this online only auction, please visit our website and complete the "Online Bidder Registration Packet".
 Originals must be received at our office no later than 11/27.



For complete information, visit
www.auctionsinternational.com/liveauctions
 or call **800-536-1401**, Ext. 110



"Selling Surplus Assets 7 Days a Week Online"

ONLINE AUCTION

CHAUTAUQUA COUNTY

TAX FORECLOSED REAL ESTATE

ONLINE AUCTION START:
 SAT., AUGUST 16, 2025 STARTING AT 12PM
ONLINE AUCTION CLOSING (2 DAY CLOSING):
 THURS., AUGUST 28, 2025 STARTING AT 10AM
 FRI., AUGUST 29, 2025 STARTING AT 10AM

WWW.CHAUTCOAUCTION.COM



By integrating county-provided GIS data with our own high-resolution imagery and comprehensive property details, we create an interactive online platform that provides bidders with an immersive, user-friendly experience. Our platform features continuously updated property listings, details on code enforcement issues, and a robust online bidding interface.

In summary, Auctions International, Inc. brings to Albany County a blend of seasoned expertise, technological innovation, and commitment to regulatory compliance in managing tax foreclosure auctions.

Our rich history spanning over two decades in New York State, backed by a track record of successful county tax-foreclosed auction services contracts, makes us confident that we can deliver an auction process that meets and exceeds Albany County's expectations. We look forward to leveraging our experience, local market knowledge, and dedicated team to continue providing a transparent, competitive, and successful online auction experience for all participants.

Our On-Site Inspections Include Professional Photography and Signage



❖ Resumes

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

Russ J. Sherrer, AMM, CAI, CAGA **Owner/President & Senior Auctioneer/Broker**



Russ

Russ J. Scherrer, the founder of Auctions International, Inc., brings over 35 years of unparalleled experience in the auction industry, establishing himself as a leading professional auctioneer, licensed real estate broker, and certified personal property appraiser.

Since founding the company in 2002, Russ's management has consistently delivered exceptional results for counties, states, and municipalities in New York, and throughout the Eastern U.S.

A graduate of the Missouri Auction School and Bryant & Stratton Business Institute, Russ has continually honed his expertise, earning prestigious credentials such as the Certified Auctioneers Institute (CAI), the Auction Marketing Management (AMM) designation, and membership in the Certified Appraisers Guild of America (CAGA). These certifications reflect Russ's commitment to maintaining the highest standards of professionalism in the auction industry.

With auctioneer licenses in New York, Pennsylvania, Ohio, Maryland, and Massachusetts, Russ is adept at navigating complex multi-jurisdictional auction processes. He has overseen over \$100 million in tax-foreclosed real estate auction sales, and he serves as the senior manager for all our government auctions.

As a member of the National Auctioneers Association, Russ is committed to ethical practices and innovation. His leadership and dedication to superior service have solidified his trusted reputation.

Richard J. "RJ" Klisiewicz III, AMM, CAI **Operations Manager & Auctioneer/Associate Broker**



RJ

Richard J. "RJ" Klisiewicz III, Operations Manager and Associate Broker at Auctions International, Inc., brings over 12 years of dedicated experience to the company. RJ oversees the daily operations of the auction business, ensuring seamless execution and strategic oversight.

A professional auctioneer and licensed real estate broker in New York State, RJ is the primary contact for all auction contracts, and he works directly with clients and personnel to manage auction scheduling and execution.

RJ's credentials are extensive, reflecting his commitment to professional excellence. A graduate of the Missouri Auction School (2012), he holds designations from the Certified Auctioneers Institute (CAI) and

Auction Marketing Management (AMM), completing his certifications in 2016 and 2021. As one of the first 60 professionals to complete the inaugural AMM course through the National Auctioneers Association, RJ has distinguished himself as an industry leader. He is also a member of the National Association of Realtors, holding the Graduate Realtor Institute (GRI) and Short Sales & Foreclosure Resource (SFR) designations.

In addition to his operational responsibilities, RJ is deeply involved in advancing the auction profession. He serves on the Board of Directors for the Massachusetts Auctioneers Association, and he holds auctioneer licenses in multiple states, including Florida, Massachusetts, Maine, and Tennessee. His innovative approach to marketing has been instrumental in managing Auctions International, Inc.'s cutting-edge advertising strategies, ensuring robust bidder engagement and exceptional results.

Recognized for his achievements, RJ has been honored with several accolades, including being named to Buffalo Business First's "30 Under 30" and receiving SUNY Alfred State's Outstanding Young Alumni Award, both in 2018. His educational foundation includes a Bachelor's in Business Administration (2013) and an Associate's in Applied Sciences (2011).

Craig Robbins and Jared Wypij, Marketing/GIS Specialists



Craig



Jared

One of the longest-serving Auctions International, Inc. staff members, Craig Robbins has led the company's sales and marketing outreach since 2001. Jared Wypij joined in 2016, enhancing the marketing expertise brought to every auction we conduct.

Craig and Jared play a pivotal role in managing key aspects of auction preparation and execution. Their responsibilities include expertly designing and placing targeted auction announcements and advertisements for auction sales events, maximizing outreach and bidder engagement. Jared also oversees the creation of post-auction reports and detailed contracts of sale spreadsheets, ensuring accuracy and clarity.

With their commitment to detail, technical expertise, and strategic marketing acumen, Craig and Jared are invaluable resources for Auctions International, Inc.'s clients, consistently driving superior auction results.

Nicole Adamowicz, Licensed Real Estate Salesperson – New York



Nicole

Nicole is a skilled real estate professional, and a dedicated member of the Auctions International, Inc. team, bringing a wealth of experience and customer-focused expertise to her role. As a Licensed Real Estate Agent and Salesperson, she specializes in managing real estate auctions across New York State, where her meticulous attention to detail and collaborative approach ensure seamless and successful auction processes.

In her position, she expertly oversees bidder registration, as well as handles critical clerical responsibilities during auction events. Nicole also

manages MLS (Multiple Listing Service) postings and marketing strategies for real estate sales, ensuring properties are presented effectively to reach their target markets.

Nicole also works closely with the marketing team to promote and advertise auction listings, leveraging her creative abilities to engage bidders and attract diverse audiences.

Jeff Laxton, Licensed Real Estate Salesperson – New York



Jeff

With over 30 years of expertise in the auction industry, Jeff Laxton is a licensed real estate agent specializing in government auctions. Having worked with Auctions International, Inc. since 2007, Jeff has earned a reputation as a trusted and dedicated Sales Manager and licensed Real Estate Salesperson in New York.

Jeff's nearly two decades of experience working with Auctions International, Inc.'s clients in the region highlight his unmatched commitment to superior customer service and tailored solutions. Jeff is known for his dedication to clients, making himself available on short notice to facilitate communication and auction support.

Based in the local area, Jeff provides quick turnaround times for client support, reinforcing his reliability and accessibility. His deep understanding of client needs, coupled with his passion for delivering high-quality auction services, makes Jeff a valuable team member to assist for counties in New York.

Bob Anderson, Licensed Real Estate Salesperson – New York



Bob

Bob Anderson is a seasoned real estate and auction professional with over 35 years of experience in auctioneering and appraisals. As a licensed real estate agent, and one of Auctions International, Inc.'s New York Representatives, he plays a pivotal role in facilitating property auctions, and in providing expert guidance to clients throughout the region.

Bob facilitates auction-related inquiries, ensuring seamless communication and exceptional client service. He manages the cataloging and arrangement of auction assets, delivering meticulous attention to detail at every step. His expertise extends to assisting several counties in their tax auctions.

With a distinguished background that includes appraisals exceeding \$1 billion in value and engagements with IRS liquidations, U.S. Bankruptcy Courts, and business foreclosures, Bob brings unparalleled insight to the auction process. His credentials include certifications from the Certified Auction Institute (CAI), Graduate Personal Property Appraisal (GPPA), Greater Real Estate Institute (GRI), and Certified Estate Specialist (CES) -- a testament to his industry knowledge and leadership.

Gary Baxter, Consultant (Former Treasurer, Ontario County)

Gary

Gary Baxter is a distinguished public servant and real estate consultant with decades of experience in financial management and foreclosure auction services.

While serving as Ontario County Treasurer from 2005 to 2024, Gary demonstrated exceptional leadership in overseeing the county's financial operations, and advancing innovative solutions for tax foreclosure auctions. During his tenure as Treasurer, Gary was instrumental in managing tax foreclosure auctions, initially through traditional live auction methods.

Recognizing the need for modernization, as well as increased transparency and efficiency, he spearheaded the adoption of Auctions International, Inc.'s platform, revolutionizing Ontario County's foreclosure auction process.

Gary and our team of auction professionals streamlined operations, expanded bidder access, and enhanced the overall effectiveness of the auction program. Gary's commitment to excellence and his forward-thinking strategies have left a lasting impact on Ontario County's financial management practices.

Now retired from public service, he continues to apply his expertise as a Foreclosure Real Estate Consultant for Auctions International, Inc. In this role, Gary leverages his extensive experience to assist other New York counties in improving their tax foreclosure auction processes.

By guiding them through the adoption of Auctions International, Inc.'s cutting-edge platform and expert management practices, he empowers municipalities to achieve greater efficiency, transparency, and bidder engagement in their auction operations.

Barbara Linhardt, Listings Director

Barbara

Barbara Lindhardt has been a vital member of Auctions International, Inc. since 2015, leading the Listings Department with dedication and expertise. In her role, Barbara oversees the facilitation and management of all auction materials, ensuring their thorough review and seamless posting on AuctionsInternational.com.

With an Associate's Degree in Applied Science from Hilbert College in Buffalo, NY, Barbara brings a detail-oriented and highly organized approach to her work. She ensures that property listings are accurate, engaging, and informative, contributing to the success of each auction.

Barbara's nearly a decade of experience at Auctions International, Inc. highlights her commitment to excellence and her role as a trusted leader within the company. Her skills and professionalism continue to set a high standard for the management of auction listings.

Amy Wick, Customer Service Manager



Amy

With nearly 15 years of dedicated service at Auctions International, Inc., Amy Wick has established herself as a vital leader in ensuring exceptional customer support. Amy oversees all aspects of customer service operations, ensuring that buyers and sellers receive timely, efficient, and effective assistance throughout the auction process.

Under Amy's leadership, the Customer Service department operates extended hours to ensure consistent availability through the close of each day's auctions, reflecting her team's round-the-clock commitment to providing unparalleled support. Auctions International, Inc.'s customer service staff works directly with selling agencies to address auction withdrawal needs and other sales-related matters, both during the auction and in the post-auction phase.

Amy specializes in handling escalated inquiries and complaints, resolving issues swiftly and with professionalism to maintain client satisfaction. She has played a key role in implementing and managing the upgraded bidder registration process, which now includes robust identity verification measures, ensuring security for participants.

Amy's nearly 15 years of experience, problem-solving expertise, and dedication to client success, make her an integral part of Auctions International, Inc.'s continued growth and outstanding reputation.

Mike Skweir, Chief Technology Officer



Mike S.

Mike Skweir serves as the lead software developer for Auctions International, Inc., overseeing all technological operations and upgrades with precision and expertise. Since joining the company in 2018, Mike has played a pivotal role in advancing our proprietary auction software, continuously harnessing emerging technologies to improve auctions.

With a focus on client collaboration, Mike works directly with government teams to adjust and modify technology implementations to align with the unique demands of specific agencies. He developed, and continues to maintain, Auctions International, Inc.'s detailed clerking software, which seamlessly integrates into the auction process, ensuring accurate data management and streamlined operations.

Mike also works closely with GIS specialists to import parcel data into the auction software, facilitating efficient registration and checkout procedures during live and online events. His dedication to technical excellence and adaptability has been instrumental in delivering superior auction experiences for clients and bidders alike.

Through his leadership in software development and commitment to client-specific solutions, Mike exemplifies the innovative and client-focused approach that sets Auctions International, Inc. apart in the industry.

Mike Madison, Director of Finance**Mike M.**

Mike Madison manages and oversees Auctions International, Inc.'s Accounting Department. His team is responsible for seamless operation and efficient reconciliation of the customer payment process, consignor refunds, and auction closeout payments and reporting. This team also maintains sales reporting, sales tax administration, and management of quarterly/annual financial statements.

Mike has 15 years of banking experience and 20 years of controller/CFO experience. He earned his Bachelor's of Science degree in Business Management from Canisius College, and also earned his Master of Business Administration degree, with concentration in Finance, from SUNY Buffalo.

Alicia Andrews, Proposal Manager**Alicia**

Alicia Andrews brings over a decade of expertise in auction contracting and designing custom auction service packages to meet needs of specific clients. As Proposal Manager at Auctions International, Inc., she leverages a proven track record in developing strategic service models and managing complex contracts.

Alicia's in-depth knowledge of auction processes, compliance standards, and client priorities enables her to craft tailored solutions that align with organizational goals. Her meticulous attention to detail and strategic mindset ensure that proposals and contracts reflect the highest standards of professionalism.

In addition to her technical expertise, Alicia excels in fostering collaboration across teams, streamlining workflows, and delivering results under tight deadlines. Her commitment to excellence, and her ability to navigate the complexities of auction contracting, are instrumental in driving the company's success and growth in the government sector.

Anna Jost, Chief Legal Officer and Auctioneer

Anna Jost is a trained auctioneer and seasoned legal professional with a unique blend of expertise that ensures seamless operations and compliance for our clients.

A graduate of the prestigious Missouri Auction School, Ms. Jost, Esq., has honed her skills in auctioneering, bringing precision, professionalism, and innovation to the business. Her legal background further strengthens her ability to navigate complex regulatory landscapes, ensuring that all transactions adhere to the highest standards of compliance and transparency.

With a deep understanding of both the operational and legal aspects of auction services, Ms. Jost, Esq., plays a pivotal role in crafting tailored solutions that meet the diverse needs of clients. Her commitment to excellence and her ability to bridge the gap between auctioneering and legal compliance make her an invaluable asset to the company in delivering efficient and reliable auction services.

Local Staffing with National Reach

At Auctions International, Inc., we pride ourselves on the strength of our dedicated local staff, which is central to the success of our operations. With our headquarters located in New York, we have over three dozen highly experienced team members who specialize in auction services and client support, ensuring seamless execution of real estate and surplus asset auctions.

Our workforce includes 25 residents of New York State, ensuring our company's success plays a vital role in supporting local communities and regional growth. Our New York team includes:

- **Russ Sherrer, Owner & Auctioneer**
- **RJ Klisiewicz, III, Operations Manager & Auctioneer**
- **Anna Jost, Chief Legal Officer & Auctioneer**
- **Amy Wick, Customer Service Manager**
- **Jared Wypij, Marketing and Real Estate Operations**
- **Nicole Adamowicz, Marketing and Licensed Real Estate Sales**
- **Melanie Metzger, Accounting Specialist**
- **Erika Brenkus, Accounting Specialist**
- **Tim Marciniak, Customer Service**
- **Michael Madison, Accounting Manager**
- **Ruth Metzger, Office Administrator**
- **Jill Smith, Business Development Agent**
- **Barbara Linhardt, Listings Director**
- **Shawn Galiotto, National Sales Manager**
- **Craig Robbins, Advertising**
- **Shawn Foss, Field Crew**
- **Garry Connors, Field Crew**
- **Jeff Laxton, Licensed Real Estate Sales – Central New York**
- **Bob Anderson, Licensed Real Estate Sales – Western New York**
- **Jim Giovaniello, Sales Representative – Long Island**
- **Marc Smith, Sales Representative – Hudson River**
- **Tom Eagan, Sales Representative – Central New York**
- **Len Cain, Sales Representative – Southern New York**
- **Gary Baxter, Real Estate Consultant**

Additionally, our staff extends across the country, with more than a dozen team members strategically located outside New York State to provide expertise and responsiveness to clients nationwide.

Our out-of-state team members include:

- **Mike Skweir, IT Director**
- **Alicia Andrews, Proposal Manager**
- **Emily Linhardt, Listings Department**



- Dave Cazeault, Sales Representative – Massachusetts, Rhode Island & Connecticut
- Tyler Richardson, Sales Representative – New Hampshire & Vermont
- Randall Main, Sales Representative – Maine
- Rick Bray, Sales Representative – Maryland & Southern Pennsylvania
- Olivia Verba, Sales Representative – New Jersey
- Elijah D'Janite, Sales Representative – New Jersey
- John Miller, Sales Representative – North Carolina & South Carolina
- Tim Weidner, Sales Representative – Michigan
- Carl Carr, Sales Representative – Kansas & Wyoming
- Randall Maltz, Sales Representative – Texas

This combination of local and national presence enables us to deliver personalized service and maintain the highest standards of professionalism for every auction we conduct.

Our company's future growth plans include further staff development both within New York State and elsewhere throughout the U.S.

Robust Professional Memberships & Certifications



Section III: References

The References section must include references from similar type projects.

Auctions International, Inc. has contracted with 55 counties in New York State, including 17 specifically for tax-foreclosure auctions.

A collection of our governmental client references is provided below:

County of Cattaraugus

Matthew Keller, Treasurer
303 Court St., Little Valley, NY 14755
716-938-9111
mkeller@cattco.org

County of Cayuga

Jennifer Indelicato, Director of Real Property Tax
160 Genesee St., County Office Building, 5th Floor, Auburn, NY 13021
315-253-1297
jjindelicato@cayugacounty.us

County of Chautauqua

Kimberly Meleen, Director of Real Property
3 North Erie St., Mayville, NY 14757
716-753-4954
meleenk@chqgov.com

County of Chemung

Katlyn Colombani-Ruiz, Deputy Treasurer
320 East Market St., Elmira, NY 14902
607-737-2927
kcolombani-ruiz@chemungcountyny.gov

County of Herkimer

Kim Enea, Treasurer
109 Mary St., Suite 2419, Herkimer, NY 13350
315-867-1145
kenea@herkimercountyny.gov



County of Niagara

Kyle Andrews, Treasurer
59 Park Ave., Lockport, NY 14094
716-439-7018
kyle.andrews@niagaracounty.com

County of Oneida

Anthony Carvelli,
Commissioner of Finance
800 Park Ave., 5th Floor,
Utica, NY 13501
315-798-5753
acarvelli@ocgov.net

County of Saratoga

Anna Stanko, Director of Real
Property Tax Services
40 McMaster St., Bldg. 1,
Ballston Spa, NY 12020
518-885-2219
astanko@saratogacountyny.gov

County of St. Lawrence

Renee Cole, Treasurer
48 Court St., Canton, NY 13617
315-379-2234
rcole@stlawco.org

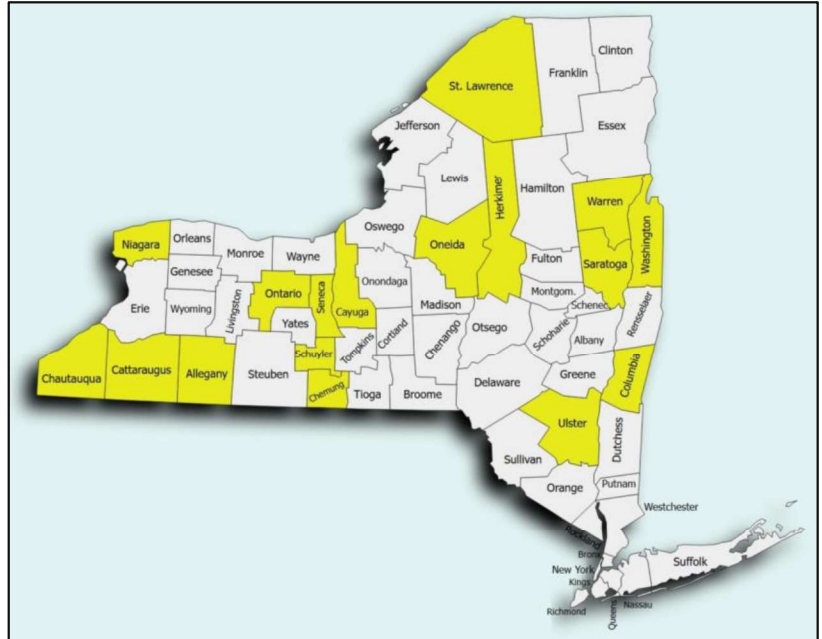
County of Warren

Lexie Delurey, Director of Real Property Tax
1340 State Route 9, Lake George, NY 12845
518-761-6464
delureyl@warrencountyny.gov

County of Washington

Al Nolette, Treasurer
383 Broadway, Fort Edward, NY 12845
518-746-2220
anolette@washingtoncountyny.gov

Counties Throughout New York Choose Auctions International, Inc. for Tax Foreclosure Auctions



Section IV: Plan Implementation

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

Tailored Approach for Albany County

At Auctions International, Inc., we believe that every auction is an opportunity to deliver unparalleled value to our government clients and the constituents you serve. To best facilitate Albany County’s tax foreclosure auctions, we will leverage our state-of-the-art technology, extensive marketing resources, and experienced professional auctioneers and brokers to conduct property sales that exceed expectations.

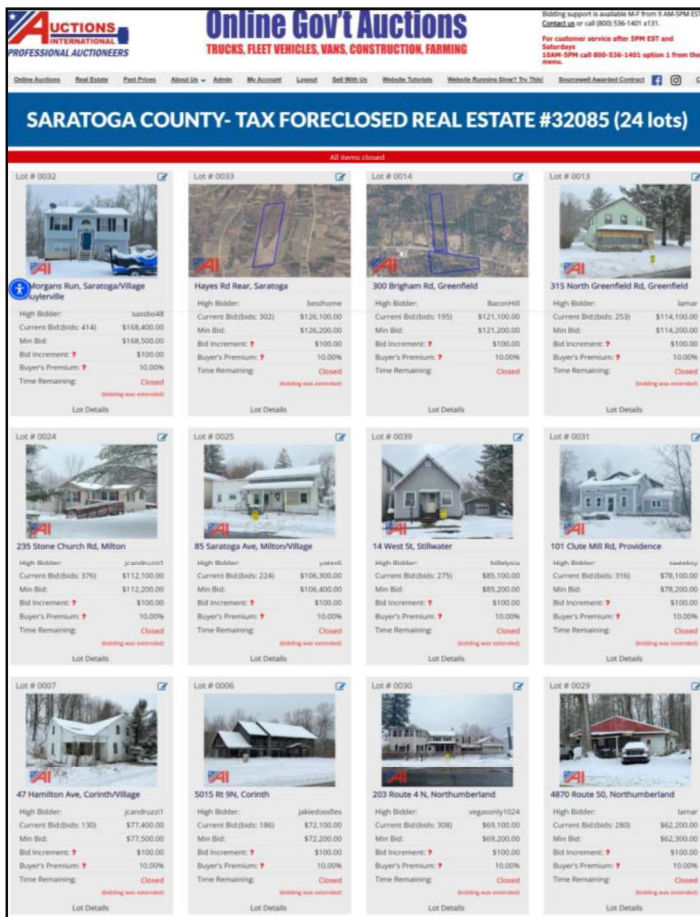
As part of our publicity outreach, we will launch a custom URL (such as www.AlbanyCoAuction.com), to establish brand identity and offer a direct link for bidders to access your specific sale. The auctions will be hosted on our website, www.AuctionsInternational.com, ensuring seamless integration and accessibility for bidders.

Our platform ensures a seamless experience by providing a dedicated auction block for Albany County’s sale on our high-traffic auction platform, and a listing page for each parcel, featuring detailed property information, mapping links, high-resolution photographs, bidding functionality, terms, contact details, and more. Additionally, our printed auction catalog offers one full page per parcel, including essential details in a clear and organized format. This dual approach maximizes transparency and accessibility, fostering trust and enhancing the bidder experience while aligning with Albany County's goals.

We aim to ensure a seamless process from pre-auction preparation to post-auction reporting, with absolute professionalism and dedication to your objectives. We look forward to a partnership with the County of Albany to execute successful tax foreclosure auctions that not only meet but exceed your outlined requirements. Please feel free to contact us with any questions or to schedule a demonstration to showcase how our services can be further customized to best support your agency’s needs.



Example Auction Block: Saratoga County Foreclosure Sale



Implementation and Operational Plan

Inspections & Signage

Auctions International, Inc. will coordinate closely with Albany County to conduct thorough on-site inspections for all publicly accessible properties listed for auction. Our experienced team will assess each location, including entering vacant structures where permitted, and securing them using tamper-resistant hasps and padlocks to protect property integrity.

As part of our inspection process, we will capture high-resolution digital photographs of each parcel, ensuring clear and accurate visual documentation.

No later than 30 days prior to the auction (as clarified in Addendum 1), we will install signage on all listed properties. We will be happy to comply with the RFP's requirements for wire-staked yard signs measuring 14"x22".

In addition to, or alternatively to, this minimum requirement, our preferred method is to post durable 18"x24" yellow coroplast signage numbered by lot. These recyclable signs, mounted via wooden stakes or other secure methods, are designed for maximum visibility and weather resistance.

Each sign will prominently display key auction details, including the scheduled date and time, direct link to our bidding platform, and our toll-free office line for inquiries.

To support informed participation, our team will compile a list of properties recommended for public showings. These showings will be scheduled in collaboration with County personnel, allowing flexibility for County presence and oversight as desired.

Example Property Signage

TAX FORECLOSED PROPERTY
AUCTION LOT # ____
ONEIDA COUNTY, NY
ONLINE ONLY AUCTION
 Online bidding opens: 9/6/2024 at 12pm
 Online bidding starts to close: 9/21/2024 at 10am
 Separate registration is required
 Online Bidder Registration Packets must be received
 at the Auctioneer's office by 9/19/2024 at 4pm to participate in this auction.
 NO EXCEPTIONS!!
AUCTIONS INTERNATIONAL
COMPLETE SALE INFO:
www.OneidaCoAuction.com
URL above will direct you to this specific auction on our main website: www.AuctionsInternational.com
(800) 536-1401 x111
This and 25+ Other Properties
 Tax ID #/ SBL #
NYS Real Estate Broker, Russ Scherrer, Agent of the Seller NYS Assoc. Real Estate Broker, RJ Kilsiewicz III



Online Auction Platform

We will curate and customize a comprehensive online auction block for Albany County's tax-foreclosed property sale, showcasing each parcel listing in sequential order by lot number, with detailed property information, such as directions, descriptions, photos, and maps included.

To give the auction brand identity, and to provide bidders with a direct link to your specific sale, we will establish a custom URL, www.AlbanyCoAuction.com, which will seamlessly reroute to our auction website, AuctionsInternational.com. This ensures easy accessibility for your bidders, while leveraging the advanced technology of our auction platform, and utilization of our extensive resources, to ensure your property sales are fully compliant and transparent.

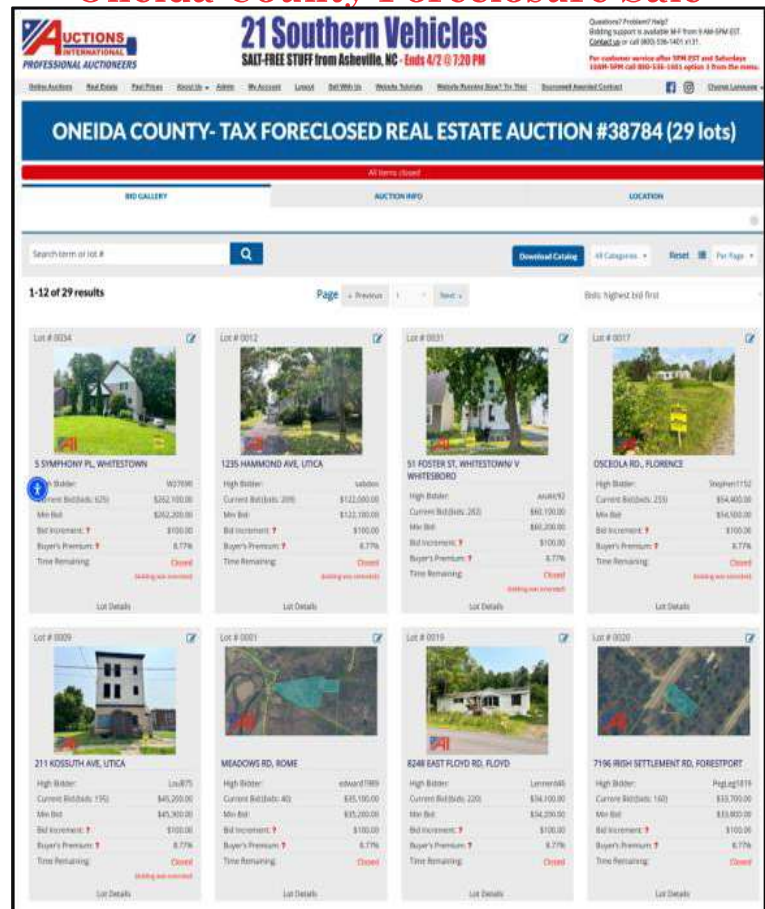
Our team's services will enable qualified participants to register for the sale, identify properties they may be interested in, evaluate parcel information (virtually and in person, as applicable), and place bids -- enabling you to recoup taxes and restore value to the County's tax roll.

Our robust auction platform will provide unparalleled detail and accessibility for bidders. Every property is showcased in its entirety, from photographs and maps to parcel-specific legal and tax details, both on our auction website and within the detailed auction booklets that we post online and make available in hard copy.

Additionally, the following information will be included within the auction: County's Terms and Conditions of the Sale, registration details and instructional videos, detailed property information, GPS coordinates and mapping links, external attachments, auction parcel notices, and tax information, as well as bid history that is time and date stamped.

Our auction platform allows for continuous updates for properties, such as removing parcels from sale due to payment of taxes, legal withdrawal, or County decision to withdraw. All details will be accessible 24/7 on our website, ensuring visibility and easy access on both the homepage and Real Estate section of the platform.

Example Auction Block: Oneida County Foreclosure Sale



Example Auction Listings for Foreclosed Property

Online Gov't Auctions

TRUCKS, FLEET VEHICLES, VANS, CONSTRUCTION, FARMING

Questions? Problem? Help?
Bidding support is available M-F from 9 AM-5PM EST.
Contact us or call (800) 536-1401 x131.
For customer service after 5PM EST and
Saturdays
10AM-5PM call 800-536-1401 option 1 from the
menu.

Online Auctions Real Estate Past Prices About Us Admin My Account Logout Sell With Us Website Tutorials Website Running Slow? Try This! SourceWell Awarded Contract

SARATOGA COUNTY- TAX FORECLOSED REAL ESTATE #32085 (24 lots)

All items closed

BID GALLERY AUCTION INFO LOCATION

Back to List Edit Item

Lot # 0013: 315 North Greenfield Rd, Greenfield

PREVIOUS ITEM NEXT ITEM

High Bidder: lamar
Current Bid: \$114,100.00 (bids: 253)
Min Bid: \$114,200.00
Bid Increment: \$100.00
Buyer's Premium: 10.00%
Bidding Ended: Fri, Mar 24, 2023 at 12:25:20 pm ET

Item has been viewed 1409 times

Share this Item

Details

Municipality of Greenfield
SWS: 413400
Tax ID: 124-0-28
Address: 315 North Greenfield Rd
Property Class: 210 - 1 Family Res
School District: Saratoga Springs
Total Acreage/Size: 1.44
Land Assessment: 2022 - \$81,100
Total Assessment: 2022 - \$121,900
Full Market Value: 2022 - \$152,853

Building Style: Old style
Number of Baths: 1 (Full)
Number of Bedrooms: 4
Number of Kitchens: 1
Year Built: 1850
Basement Type: Partial

Sewer Type: Private
Water Supply: Private
Utilities: Electric
Heat Type: No central
Fuel Type: None

Directions & Description:
2 story green house with a detached garage in the rear, located to the right of house 319.

Bid History

Terms

Online Gov't Auctions

TRUCKS, FLEET VEHICLES, VANS, CONSTRUCTION, FARMING

Questions? Problem? Help?
Bidding support is available M-F from 9 AM-5PM EST.
Contact us or call (800) 536-1401 x131.
For customer service after 5PM EST and
Saturdays
10AM-5PM call 800-536-1401 option 1 from the
menu.

Online Auctions Real Estate Past Prices About Us Admin My Account Logout Sell With Us Website Tutorials Website Running Slow? Try This! SourceWell Awarded Contract

WASHINGTON COUNTY TAX FORECLOSED REAL ESTATE #30565 (80 lots)

All items closed

BID GALLERY AUCTION INFO LOCATION

Back to List Edit Item

Lot # 0031: Lot 31 - 580 Lower Allen St, Fort Edward

PREVIOUS ITEM NEXT ITEM

High Bidder: gdcck
Current Bid: \$42,000.00 (bids: 244)
Min Bid: \$42,100.00
Bid Increment: \$100.00
Buyer's Premium: 10.00%
Bidding Ended: Tue, Nov 15, 2022 at 10:54:06 am ET

Item has been viewed 996 times

Share this Item

Details

Municipality of Fort Edward
SWS: 533089
Tax ID: 16.0-0-1-16
Address: 580 Lower Allen St
Property Class: 210 - 1 Family Res
School District: Hudson Falls
Total Acreage/Size: 0.22
Land Assessment: 2022 - \$18,200
Total Assessment: 2022 - \$122,800
Full Market Value: 2022 - \$122,000

Building Style: Old style
Number of Baths: 2 (Full)
Number of Bedrooms: 3
Number of Kitchens: 1
Year Built: 1900
Basement Type: Partial
Number of Stories: 1.5

Sewer Type: Comm/public
Water Supply: Comm/public
Utilities: Gas & elec
Heat Type: Hot air
Fuel Type: Natural Gas

Directions and Description:
2 story tan house with white trim, clearly marked 580.

Bid History

Terms

Back to Top



Clarity for Bidders & Sellers: Test Bidding, Clear Instructions, and No-Penalty Withdrawals

AUCTIONS INTERNATIONAL
PROFESSIONAL AUCTIONEERS

ONEIDA COUNTY- TAX FORECLOSED REAL ESTATE AUCTION #38784 (29 lots)

All items closed

GALLERY INFO LOCATION

Search term or lot #

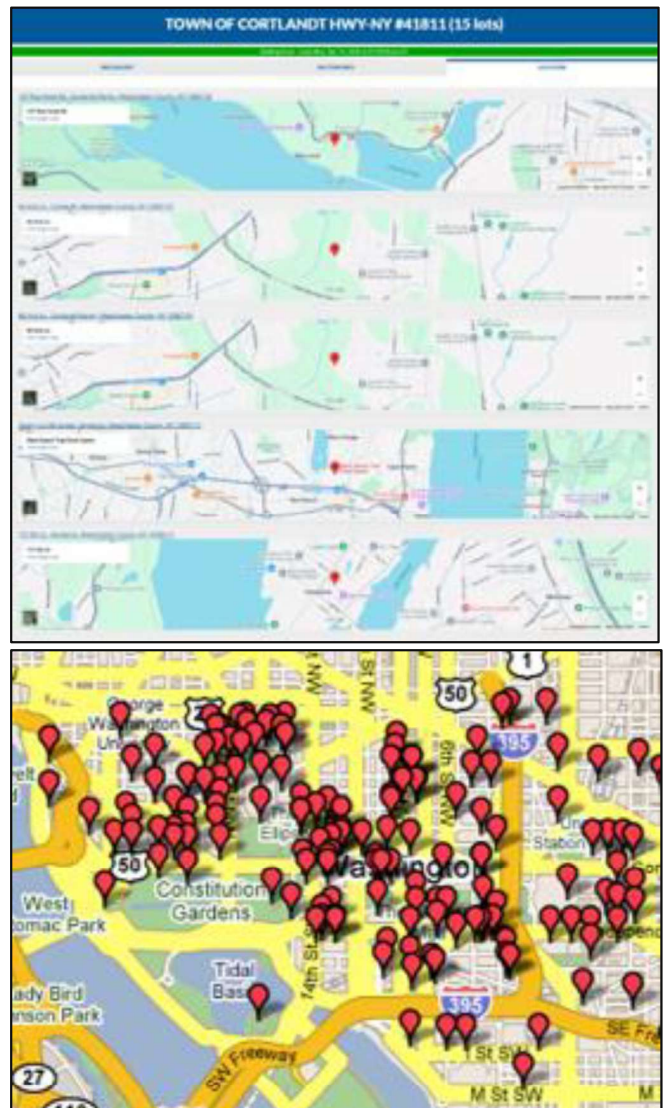
[Download Catalog](#) All Categories Reset Per Page

29 of 29 results Default Sort

Page « Previous 1 Next »

Lot #	Current Bid	Min Bid	Bid Increment	Buyer's Premium	Time Remaining
Lot # 0000A	\$0.00	\$50.00	\$2.50	8.77%	Closed
Lot # 0000B	\$0.00	\$50.00	\$2.50	8.77%	Closed
Lot # 0000C	\$0.00	\$50.00	\$2.50	8.77%	Closed
Lot # 0004	\$0.00	\$50.00	\$2.50	8.77%	Closed
Lot # 0005	\$32,100.00 (bids: 164)	\$32,200.00	\$100.00	8.77%	Closed
Lot # 0008	\$0.00	\$50.00	\$2.50	8.77%	Closed

Mapping Functionality



Audit-Friendly Sale Reporting

Auctions International, Inc. will expertly track all bidding activity and winning bidders, with the ability to provide a detailed bid history log that identifies each bid placed, down to the second. We also maintain a verified list of backup bidders for all the properties sold. Within hours of each auction's conclusion, our team will provide the County of Albany with a comprehensive post-auction summary, including a computer file listing all registered bidders and their bid numbers.

For each parcel sold, we will deliver details of the successful bidder and bid amount, as well as the backup bidder and bid amount. Additionally, we expertly manage all pertinent documents, such as contracts of sale, TP584 and RP517 forms, and bidder packets for the winning bidders.

Bidder Registration

Auctions International, Inc. will expertly manage registration of interested bidders (online with digital signature and/or on paper) to ensure compliance and accessibility. The registration process for participating in the real estate auction involves two simple steps: completing the sale-specific Bidder Registration Packet; and, if a new user, creating an online bidding account at AuctionsInternational.com.

The County may at any time identify individuals to be excluded or removed from participation; any such bidders will have their auction privileges immediately revoked. If desired, Albany County may furnish a list of delinquent taxpayers for use in our bidder pre-screening process.

Excerpts from Bidder Registration Packet

ONLINE BIDDER REGISTRATION PACKET

Checklist:

Please verify that all the following documents are completed, legibly executed, and **received by our office by Thu., Sept 19th, at 4 pm.** There will be **NO** exceptions. If we do not receive your paperwork, you will not be able to participate in this online sale.

****If registering as a Company/Business please make sure to include copies of the required documents outlined on the following page**

☐ ALL REGISTERING BIDDERS- PLEASE FILL OUT COMPLETELY (p. 4-5)

☐ CORPORATE RESOLUTION (p. 6)
(only if registering as an LLC/Business/Company)

☐ CREDIT CARD AUTHORIZATION FORM (p. 7)
Please complete only if paying your deposit with a Credit/Debit card following the close of the auction.

☐ PHOTO DRIVER'S LICENSE OR VALID GOVERNMENT IDENTIFICATION PAGE

☐ OFFER OF PURCHASE SIGNATURE PAGE

☐ NEW YORK STATE HOUSING AND ANTI-DISCRIMINATION DISCLOSURE FORM

ALL REGISTERING BIDDERS PLEASE FILL OUT COMPLETELY

I am registering for this auction as (check one)

☐ Individual (One name on the deed)
☐ Partners (Two names on the deed)
☐ Corporation/LLC/Company/Business

SSN 1: _____
 SSN 2: _____
 EIN: _____

Be sure to create an account with us on AuctionsInternational.com, if you do not already have one, before sending us your Bidder Registration Packet.

My username for my Auctions International Account is: _____

The name(s) would like to appear of the transfer forms and deed (print clearly: ANY CHANGE IN OWNER NAMES, AFTER THE SALE IS COMPLETED, IS THE RESPONSIBILITY OF THE BUYER(S) TO RECORD A NEW DEED.

Name 1: _____
 Name 2: _____
 Address (no PO Boxes): _____

which I can be reached at during the auction closing)

direct auction deposit with my Credit/Debit Card
 within the close of the online auction parcel.
ization form attached, to be completed)

direct auction deposit with Cash/Certified Check at the Oneida County
 or before the end of business on **Tuesday, September 24, 2024.**

Persons participating in the online auction must complete the following registration documents by the date required. If you do not get an Approval Email, please check your Email SPAM before contacting us. If there are issues with your packet you will be contacted for any corrections before are added to the auction list. Once you get the approval you will be able to bid.

You will not be able to participate in the online auction unless we have received ALL the appropriate registration forms, no exceptions. Failure to provide the required documents will prevent you participating in the online sale.

☐ I agree that by placing my signature on this page is as good as signing an offer of purchase on parcels I over the internet and that I am binding myself to purchase of parcels once I am declared the high bidder Auctions International Inc website (www.auctionsinternational.com). I also acknowledge by signing of this that I have read, understand, and accept the published Terms and Conditions of this Auction. Further, I understand that the real property being sold at auction is being sold as-is, with any and all faults and this property in that condition.

I agree to the Offer of Purchase *

(Please see reverse). Name is required on this form. We do have this this field.

Do not enter name, if different from above:

**NEW YORK
STATE
OFFICE**

**Division of
Licensing Services**

New York 3026
3026-01-0001
(800) 474-6429
New York 3026
3026-01-0001
(800) 360-3644

Department of State, Division of Licensing Services
Division of Consumer Rights
(800) 360-3644

New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit <https://dhs.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>

This form was provided to me by Russ Scherrer (print name of Real Estate Salesperson/ broker) or Auctions International (print name of Real Estate company, firm or brokerage)

☒ I (We) Print Name(s)

☐ I (We) Buyer want/Seller/Landlord acknowledge receipt of a copy of this disclosure form:

☐ I (We) want/Seller/Landlord Signature

☐ I (We) want/Seller/Landlord Signature

Signature _____ Date _____

Signature 2 _____ Date _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.

OFFER OF PURCHASE SIGNATURE PAGE

and

Photo Driver's License (or Valid Government Identification) Page.

If more than one person is registering, each party will need to complete this page

Please print clearly! All information on this form must be legible. Unreadable applications will be destroyed.

Place your Driver's License or Valid ID Here
And photocopy this page.
Person 1

Place your Driver's License or Valid ID Here
And photocopy this page.
Person 2

Print Name(s) _____

I, _____ agree that by placing my signature on this page is as good as signing an offer of purchase on parcels that I on over the internet and that I am binding myself to purchase of parcels once I am declared high bidder at the Oneida County Tax Foreclosed Real Estate Auction being held online on September 6, 2024 – September 21, 2024. I also acknowledge by signing this page that I have read, understand, and accept the published Terms and Conditions of this Auction, including not limited to the "Oneida County Tax Foreclosed Auction Terms & Conditions" which is available online at www.OneidaCoAuction.com. Furthermore, I understand that the real property being sold at auction is being sold as-is, with any and all faults and that I accept the property in that condition.

Signature: _____



Each Parcel Receives a Full Page in the Auction Booklet

CHAUTAUQUA COUNTY - ONLINE ONLY - TAX FORECLOSURE AUCTION

Property Information
 Prop. Address: 109 DOVE ST
 Municipality: CITY OF DUNKIRK
 Town Swis Code: 060300
 School Dist: DUNKIRK
 Tax ID: 79.14-2-30

PA-22-2022 LOT #22



Information deemed reliable, but NOT guaranteed. Bidders should rely on their own inspections and research of each property they are interested in, including revision of public records. Bidders are not permitted on any properties included in this auction, for any reason whatsoever. Any physical inspection of properties should be done from the roadway or sidewalk.

Directions & Description
 Single story white house clearly marked 309. Appears to have a detached garage and shed in the rear. Property has frontage on Plover St.

Blgd Sq Feet: 988
 Built: 1900
 House Type: OLD STYLE
 Bedrooms: 3.0
 Bath Full / Half: 1 / 1
 Heat: HOT AIR
 Fuel: GAS
 Exterior: ALUM/VINYL
 Water: PUBLIC
 Basement: FULL
 Sewer: PUBLIC
 Utilities: GAS & ELEC
 Number Stories: 1.0

Lot Size: 40 X 160
 Class Code: 210-1 FAMILY RES

Total Assessment: \$27,500.00
 Land Assessment: \$2,500.00
 Assessor Full Market Value: \$37,700.00



CHAUTAUQUA COUNTY - ONLINE ONLY - TAX FORECLOSURE AUCTION

Property Information
 Prop. Address: 209 PLOVER ST
 Municipality: CITY OF DUNKIRK
 Town Swis Code: 060300
 School Dist: DUNKIRK
 Tax ID: 79.14-2-65

PA-23-2022 LOT #23



Information deemed reliable, but NOT guaranteed. Bidders should rely on their own inspections and research of each property they are interested in, including revision of public records. Bidders are not permitted on any properties included in this auction, for any reason whatsoever. Any physical inspection of properties should be done from the roadway or sidewalk.

Directions & Description
 1.5 story yellow house on an overgrown lot, house is clearly marked 209.

Blgd Sq Feet: 1072
 Built: 1883
 House Type: OLD STYLE
 Bedrooms: 4.0
 Bath Full / Half: 1 / 1
 Heat: HOT AIR
 Fuel: GAS
 Exterior: ALUM/VINYL
 Water: PUBLIC
 Basement: CRAWL SPAC
 Sewer: PUBLIC
 Utilities: GAS & ELEC
 Number Stories: 1.5

Lot Size: 60 X 60
 Class Code: 210-1 FAMILY RES

Total Assessment: \$26,500.00
 Land Assessment: \$2,300.00
 Assessor Full Market Value: \$36,300.00



Auction Booklets (Sale Catalog)

Prior to each auction, we will prepare a booklet of the properties for sale. Also referred to as the bidder packet or sale catalog, the auction booklet is designed to provide interested parties with comprehensive information about the properties being auctioned.

As part of our process, we design and assemble the online auction and prepare the bidder packets, which are sent to Albany County for approval several weeks before the auction.

We will also post them online in PDF format for access by prospective bidders, and printed bidder packets can also be provided.

Our booklets feature a full page for each parcel to be auctioned, complete with property information including lot size, photography/mapping, and both assessed and market values.

All relevant sale details will be included in the booklet, such as date/time of the auction, web address of Albany County's custom URL, toll-free phone and email address for customer service, Terms and Conditions of Sale, parcel identification numbers and street addresses, high-resolution digital photography of the available properties, and instructions for registration.

Auction Advertising & Publicity Strategies

Social Media Advertising



Logic systems.

Our industry-leading marketing strategies are designed to drive auction participation from qualified, motivated buyers – maximizing both attendance and sale completion rates. As testament to this success, Auctions International, Inc.'s real estate sales regularly bring bidders from 15-17 different states.

Auctions International, Inc. will curate, implement, and manage a robust marketing plan to promote Albany County's tax-foreclosed real estate auctions. In addition to showcasing listings on our high-traffic auction platform, we will deploy a multi-channel outreach campaign combining:

- **Print media**, including newspaper advertising in the *Daily Gazette* and the *Times Union*, as well as other local regional publications
- **Digital media**, such as Facebook, geo-targeted social platforms, and other high-visibility outreach
- **Press releases**, subject to County approval, sent to targeted media outlets prior to the auction
- **Direct outreach**, including postcard mailings to past participants 3-4 weeks prior to the auction

We are committed to advertising the County's tax-foreclosure sales beyond the minimum requirements stated in the RFP. We consistently exceed this requirement by promoting auctions through expanded channels, including the New York Press Service, our email subscriber database, and Voice

As an indicator of our commitment to maximizing audience promotion, our firm allocates over \$300,000 annually toward advertising and marketing, and we absorb 100% of these costs – ensuring broad exposure at no added fee to the County.

Our marketing team applies extensive insight and analytics to develop engaging, data-driven campaigns tailored to your particular sale's geographic and demographic reach.

By aligning promotional strategies with the County's goals, we help recoup delinquent tax revenue, return properties to the tax roll, and attract a well-qualified pool of responsible bidders.

Through years of experience with traditional print, digital campaigns, and innovative outreach methods, Auctions International, Inc. delivers industry-leading visibility – and success – for every sale we conduct on behalf of our government clients.

Postcard Announcements to Previous Auction Participants

Saratoga County
Tax Foreclosed Real Estate Auction
ONLINE ONLY AUCTION

Auction Begins November 17th @ 10:00AM
Lots Begin to close December 2nd @ 10:00AM
~Pre-Registration is required to bid~

Online Bidder Registration Packet Must Be Completed,
Mailed to, and Received at our Office Before You May Bid,
Packet must be received by 4:00PM on 11/27/2020



Terms, conditions and sale info available online:
www.AuctionsInternational.com/liveauctions
Call for more info: (800) 536-1401 x110

Approx. 40+ Tax Foreclosed Properties in Saratoga County

Free Auction Catalogs are available to be downloaded at www.AuctionsInternational.com

Russ Scherrer, Broker/Auctioneer - Visit our Website for Upcoming Auctions

Newspaper Ads Placed via New York Press Service

CHAUTAUQUA COUNTY TAX FORECLOSED REAL ESTATE ONLINE ONLY AUCTION

600+ PROPERTIES!

2-DAY AUCTION CLOSING!

Day 1: Cities of Jamestown and Dunkirk:

Thurs., 7/21/2022 starting at 10am

Day 2: All other Towns/Villages:

Fri., 7/22/2022 starting at 10am



www.AuctionsInternational.com | (716) 656-1400

Complete sale details and specific registration requirements online:

www.ChautCoAuction.com

NYS Real Estate Broker: Russ J. Scherrer
NYS Real Estate Assoc. Broker: RJ Klisiewicz III

ONLINE ONLY AUCTION Oneida County Tax Foreclosed Real Estate

30+ Properties:

Lots, Acreage, Homes, Commercial Properties

Auction starts: Sept 6th at 12pm

Auction starts closing: Sept 21st at 10am



www.AuctionsInternational.com

(800) 536-1401 x111

****Specific Registration Requirements ****

Complete sale details available online at:

www.OneidaCoAuction.com



Decades of Proven Expertise in Government Real Estate Auctions

Auctions International, Inc. brings over 20 years of dedicated service and a track record of thousands of online auctions for New York government agencies -- including foreclosed property auctions for 17 counties in New York.

We've successfully helped dozens of counties navigate the complex landscape of tax-default real estate sales, combining deep regulatory knowledge with hands-on execution to deliver seamless, compliant auctions.

Record Results & Statewide Reach

In 2024 alone, we conducted 17 county real estate auctions, selling a total of 590 parcels, and achieving an average sale value of \$631,500 per auction.

Over the past decade, our platform has facilitated more than \$100 million in government property sales across New York, proving our ability to manage high-value foreclosure auctions at scale.

Seasoned Leadership & Licensed Expertise

Our leadership team blends auction-industry veterans and licensed real estate professionals.

Both our President, Russ J. Scherrer, and our Operations Manager, R.J. Klisiewicz, are licensed real estate brokers in New York, supported by a staff of additional licensed real estate professionals and certified auction specialists.

This depth of expertise ensures every legal requirement is met and every sale is managed with absolute integrity.

Robust Staff of New York-Licensed Real Estate Brokers & Agents:

- **Russ J. Scherrer**
Founder & Senior Auctioneer
Real Estate Broker
License # 31SC1009921

- **Richard “RJ” Klisiewicz, III**
Operations Manager / Auctioneer
Associate Real Estate Broker
License # 10301220648

- **Nicole Adamowicz**
Operations Associate
Real Estate Salesperson
License # 10401392373

- **Jeff Laxton**
Central NY Auction Manager
Real Estate Salesperson
License # 40LA1171220



Industry Advocacy & Unwavering Partnership

We're proud, long-standing sponsors and exhibitors of the New York State Association of County Directors of Real Property Tax Services, County Treasurers and Finance Officers Association, State Association of Counties, and Municipal Purchasing Officers.

Unlike some vendors who sponsor events only when hosted by their clients, our dedication remains steadfast, regardless of location or contracts. Our goal is to strengthen the industry as a whole – fostering education, networking, and best practices statewide.

Cutting-Edge Technology & Seamless Processes

Our proprietary online auction platform is engineered for high-volume bidding and rigorous security, delivering real-time monitoring, automated compliance checks, and intuitive bidder interfaces.

Like our recently launched AI-powered auction search tools, we routinely develop and deploy enhancements and tools to support buying, selling, and most of all, compliance.

Behind the scenes, Auctions International, Inc.'s streamlined workflows and robust staffing ensure every inspection, listing, and closing runs smoothly -- every time.

Your Trusted Partner for Efficient, Compliant Tax-Foreclosed Property Auctions

This powerful combination -- decades of experience, licensed expertise, industry leadership, advanced technology, and proven financial performance -- continues to set Auctions International, Inc. apart as the ideal partner for Albany County.

We look forward to applying our full resources to deliver exceptional results and support your community's long-term fiscal goals.

Example Auction Block: Columbia County Foreclosure Sale

Online Gov't Auctions
TRUCKS, FLEET VEHICLES, VANS, CONSTRUCTION, FARMING

COLUMBIA COUNTY - TAX FORECLOSED REAL ESTATE AUCTION (ONLINE ONLY EVENT) #42895 (19 lots)

Online bidding on this auction starts Wednesday, July 16, 2025 at 12:00:00 pm

1-12 of 19 results

Lot #	Thumbnail	Location	Starting Bid	Auction Starts In
Lot # 0000A	STOP PLEASE READ BEFORE BIDDING	You Cannot Place Bids Until	\$50.00	180, 19H, 58M
Lot # 0000B	THIS LOT IS FOR PLACING A TEST BID!	Test Bidding Here	\$50.00	180, 19H, 58M
Lot # 0000C	Auction Terms & Conditions	Auction Terms & Conditions	\$50.00	180, 19H, 58M
Lot # 0001	Albany Tpke, Town of Chatham	Albany Tpke, Town of Chatham	\$50.00	180, 19H, 58M
Lot # 0002	Old Lane, Town of Claverack	Old Lane, Town of Claverack	\$50.00	180, 19H, 58M
Lot # 0003	3858 Route 9G, Town of Clermont	3858 Route 9G, Town of Clermont	\$50.00	180, 19H, 58M
Lot # 0004	Near Rd, Town of Gallatin	Near Rd, Town of Gallatin	\$50.00	180, 19H, 58M
Lot # 0005	147 Columbia Tpke, Town of Greenport	147 Columbia Tpke, Town of Greenport	\$50.00	180, 19H, 58M
Lot # 0006	The Concourse Lot 7, Town of Kinderhook	The Concourse Lot 7, Town of Kinderhook	\$50.00	180, 19H, 58M
Lot # 0007	The Concourse Lot 6, Town of Kinderhook	The Concourse Lot 6, Town of Kinderhook	\$50.00	180, 19H, 58M
Lot # 0008	48 The Concourse, Town of Kinderhook	48 The Concourse, Town of Kinderhook	\$50.00	180, 19H, 58M
Lot # 0009	238 Scudderhook Rd Lot 4, Town of Livingston	238 Scudderhook Rd Lot 4, Town of Livingston	\$50.00	180, 19H, 58M

1-12 of 19 results



Service Commitments of Auctions International, Inc.

Auctions International, Inc. is committed to meeting and exceeding the requirements outlined in the RFP to deliver efficient, professional, and industry-leading tax foreclosure auctions for the County of Albany.

Below is a detailed description of our commitments and responsibilities. General timelines are included, but our customized services are built to adapt to the County's preferred schedule.

1. Pre-Auction Preparation

- Timeline:** Begins immediately upon contract award or client request
- Property visitations and catalog preparation typically occur 14-45 days before the auction, dependent upon on the County's schedule
- Key Duties:**
- Conduct orientation and strategy meetings with the County's representatives to align auction goals, procedures, and schedules.
 - Perform on-site inspections of publicly accessible properties to ensure accurate property listing details. Inspections include:
 - Posting visible auction signs with the auction website and contact number. (*14"x22" or 18"x24" size signs available*)
 - Capturing high-resolution photos of each property.
 - Deploy a dedicated, fully customizable auction block on our web platform to feature property details such as:
 - County information, Parcel Identification Numbers, street locations, tax maps, property descriptions, and photos.
 - Terms and Conditions of Sale, customized by the County.
 - Updates/withdrawals due to payments, compliance, or county decisions.
 - Implement a comprehensive marketing plan. Advertising will exceed the minimum requirements by leveraging the New York Press Service, Facebook geo-targeting, and engaging prior bidders through our extensive database.
 - Assemble and deliver a booklet of properties for sale no later than 21 days prior to the auction. This booklet will include:
 - Property details, auction dates, Terms and Conditions of Sale, registration instructions (online or on paper), and high-resolution digital photos.



Roles and Expectations:

- **Project Manager:** Leads communication and ensures alignment with the county's goals.
- **Marketing Manager:** Oversees promotion and advertising initiatives.
- **Real Estate Staff:** Conducts property inspections and gathers visuals for property catalogs.
- **IT Team:** Builds and maintains the auction website with continuous updates.

Example Publicity for Tax Foreclosure Auctions



2. Auction Execution

Timeline:

Scheduled as determined by the County

Auctions are typically live for 14 days

Bidder registration remains open until roughly 2-3 business days before the auction closes

Key Duties:

- Facilitate online auctions through a secure, scalable platform that offers seamless navigation and bidding experiences, including industry-leading technology.
- Conduct Open House sessions to maximize prospective bidders' ability to view multiple properties efficiently.
- Record the successful high bidder and bid amount for each property and maintain a verified list of backup bidders.



- Securely collect and refund bid deposits in coordination with the County's preferred processs.
- Ensure transparency and compliance by issuing all required notices to registered bidders.
- Each parcel closes separately, typically with 2-3 minutes between each closing. If a bid is placed within the last minute of the countdown, the closing time extends back to a full 60 seconds. This simulates the competitive nature of live auctions.
- Provide all necessary equipment and staffing for a professional online auction, including administrative support to answer bidder queries and monitor auction activity.

Roles and Expectations:

- **Operations Team:** Monitors online bidding activity and ensures smooth platform functionality.
- **Customer Support Staff:** Available throughout the auction to assist registered bidders and address inquiries.
- **Auction Specialists:** Hosts open houses, tracks bidder activity, verifies winning bids, and compiles auction reports.

3. Post-Auction Duties

Timeline: Begins immediately after auction closure
Concludes within 3-7 days

- Key Duties:**
- Deliver a complete computer file to the County within one business day, containing:
 - Registered bidder details, including bid numbers.
 - Successful and backup bidder information with corresponding bid amounts.
 - Since parcels close one at a time, our team can generate contracts of sale immediately.
 - Transfer forms (TP 584 and RP52-17) and any other closing documentation will be created post-auction and sent electronically to the bidder or the County for execution. Hard copies can be overnighted to the County via UPS.
 - Coordinate with the County on property conveyance including creation of Quitclaim Deeds.



Roles and Expectations:

- Submit detailed post-auction reports, summarizing advertising efforts, bidder engagement, and final sales results.
- **Reporting Specialist:** Compiles auction data and delivers comprehensive reports to the County.
- **Finance Coordinator:** Verifies payments and transfers collected funds to County (typically within 15 days).
- **Legal Support Team:** Assists with closing documentation to facilitate property transfers.

4. Compliance and Continuous Improvement**Timeline:**

Ongoing throughout the contract term

Key Duties:

- Adhere to all County policies, rules, and regulations, including transparency in auction procedures and compliance with legal requirements.
- Guarantee the quality and professionalism of all services, exceeding industry standards and ensuring accountability.
- Defend and indemnify the County against claims arising directly or indirectly from auction operations.
- Maintain open communication with the County for process improvements, including annual reviews of auction performance to optimize outcomes.

Roles and Expectations:

- **Quality Assurance Team:** Ensures adherence to industry standards and county regulations.
- **Client Relationship Manager:** Consistently communicates with county officials for updates and feedback.

Why Choose Auctions International, Inc.?

At Auctions International, Inc., we take pride in providing more than just industry-leading auction services; we prioritize responsive customer support and comprehensive customized solutions that meet and exceed the expectations of our clients throughout the entire auction cycle.



Section V: Cost Proposal

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

Full Cost Proposal information is provided within the pages of this Section V, including the signed Cost Proposal Form. This proposal constitutes an irrevocable offer for a period of ninety (90) days from the Proposal opening date.

Transparent, Flexible Pricing Options

Auctions International, Inc. now offers two pricing structures that are designed to meet Albany County's specific tax foreclosure auction needs while ensuring transparency, compliance, and alignment with the latest regulatory requirements.

Our pricing models provide flexibility for bidders, and both options also guarantee that Albany County receives the full high bid amount for every parcel sold. Auctions International, Inc.'s net fee is not affected by your choice between these options, ensuring that our only goal is to empower Albany County to make the best choice for your agency.

Under all options, the County of Albany will not incur any fees for our services.

Option A: Standard Buyer's Premium

6% Buyer's Premium

All parcels sold at your auction will include a 6% buyer's premium, applied to each purchaser's total in addition to the high bid amount.

- **6% commission to Auctions International, Inc.:** Paid by winning bidders, this is the same fee proposed under Option B.
- **County's Receipts:** Albany County will retain **100% of the high bid** for all parcels sold, maximizing the revenue returned to your tax roll.

Straightforward Pricing Terms

- **This pricing model exactly matches the tax-foreclosed property sales that Auctions International, Inc. has conducted on behalf of numerous counties in New York.**
- **Payment Methods:** For payments made via cash or certified/guaranteed funds, the buyer's premium of 6% applies. For alternative payment methods, a non-discounted buyer's premium of 8.77% will be applied to ensure flexibility for bidders.
- **No Additional Fees:** Under both options, this buyer's premium will constitute the sole fees charged, with no hidden costs or extra charges for redemption fees, advertising expenses, or other services.



Option B: Revenue Share Program

10% Buyer's Premium

Recognizing the financial challenges presented by economic forces and recent changes to New York State's tax foreclosure laws, we are proud to offer our new Revenue Share Program, supporting Albany County's goals with a forward-thinking approach.

We recognize that counties are restricted from retaining surplus funds generated directly from sale of tax foreclosure property. Our Revenue Share Alternative provides an innovative solution by offering a 10% buyer's premium, split as follows:

- **6% commission to Auctions International, Inc.:** Paid by winning bidders, this is the same fee proposed under Option A.
- **4% revenue share to Albany County:** This portion of the buyer fee will be remitted back to Albany County, creating a built-in revenue stream to help offset expenses and meet budgetary needs, while ensuring legal compliance.
- **County's Receipts:** Albany County will receive **104% of the high bid** for all parcels sold, maximizing tax recovery and supporting your fiscal objectives.

Straightforward Pricing Terms

- **Payment Methods:** For payments made via cash or certified/guaranteed funds, the 10% buyer's premium applies. For alternative payment methods, a non-discounted buyer's premium of 12.77% will be applied to ensure flexibility for bidders.
- **No Additional Fees:** This buyer's premium will constitute the sole fees charged, with no hidden costs or extra charges for redemption fees, advertising expenses, or other services.

About Revenue Sharing: Practical and Transparent

Auctions International, Inc.'s revenue-sharing pricing model promotes an alignment of incentives with Albany County. Counties across New York routinely utilize similar casino gaming revenue compacts, public-private partnerships, economic revitalization initiatives, and facilities management contracts. Such agreements are designed to incentivize both the county and the vendor for successful performance and collaboration.

Our revenue-sharing option is designed to support Albany County's primary objectives – recovering tax delinquencies, returning properties to revenue-generating status, and ensuring strict legal compliance. In today's evolving financial landscape, this model offers a proactive solution that adapts to the latest legal guidelines while delivering demonstrable financial benefits. Several New York counties currently participate in this successful program.

To ensure accountability, we incorporate rigorous audit-level recordkeeping and comprehensive transparency protocols. We are committed to providing detailed documentation of revenue distributions, inclusive of clear terms and precise calculations.



Pick Your Price, and We'll Get to Work!

We understand the complexities agencies such as Albany County face in navigating revenue-generating contracts amid new laws and ever-changing financial landscapes.

By offering both a standard Buyer's Premium pricing model (Option A) and an innovative Revenue-Sharing program (Option B), our pricing can be customized to the County's goals and needs – focusing on transparency, compliance, and exceptional service.

Auctions International, Inc.'s fee is not affected by your choice. Let us know which option resonates most with your objectives, and we'll deliver auction services that make a meaningful difference to Albany County.

No Additional Fees!

Advertising Costs – NONE

Unlike many competitors who impose advertising fees on government agencies or purchasers, we take a fundamentally different approach. Auctions International, Inc. firmly believes that the responsibility for marketing expenses lies with the vendor, as effective outreach is critical to being a successful provider of auction services.

That's why, under this contract, we will cover all advertising costs in full -- ensuring a seamless and cost-effective process for Albany County.

Our comprehensive advertising efforts include, but are not limited to:

- Professional property signage;
- MLS listings where applicable;
- High-quality photography;
- Printed and digital catalogs;
- Detailed research and facilitation of paperwork; and
- Advertising campaigns in both print and digital media.

By shouldering these costs, we are able to superior results for your auctions without burdening your agency or buyers.

Redemption Fees – NONE

We prioritize flexibility and fairness for our clients. At no point will Albany County or the property owner be subject to any redemption fees for the withdrawal of properties -- whether removed before or during the auction process.

We fully respect that the County may withdraw listings to ensure compliance with legal regulations. Unlike vendors who impose fees, we believe that neither the County nor the property owner should be financially penalized for following legal requirements.

Our approach supports Albany County's ability to run auctions on your terms -- ensuring the process aligns with your needs, timeline, and goals, while emphasizing transparency and fairness.



COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: FORECLOSED PROPERTY AUCTIONS

RFP Number: 2025-105

Cost Proposal Information is provided within this section.

COMPANY: Auctions International, Inc.

ADDRESS: 11167 Big Tree Rd.

CITY, STATE, ZIP: East Aurora, NY 14052

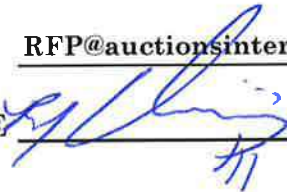
TEL. NO.: 800-536-1401 Ext. 166

FAX NO.: 800-569-3334

FEDERAL TAX ID NO.: 32-0038079

REPRESENTATIVE: Richard "RJ" Klisiewicz, III

E-MAIL: RFP@auctionsinternational.com

SIGNATURE AND TITLE  Operations Manager/Auctioneer

DATE 7/7/2025

Section VI: Mandatory Documentation

The Mandatory Documentation Section must include:

- **The Non-Collusive Bidding Certificate (Attachment “A”)**
- **Acknowledgment by Proposer (Attachment “B”)**
- **Vendor Responsibility Questionnaire (Attachment “C”)**
- **Iranian Energy Divestment Certification (Attachment “D”)**

The above-listed documents, as well as the Proposal Form, are enclosed on the following pages.



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

Operations Manager/Auctioneer

Title

7/7/2025

Date

Auctions International, Inc.

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

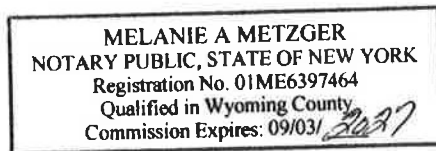
Qualified in _____

Commission Expires _____

If Corporation:

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

On this 7th day of July, 2025, before me personally appeared Richard "RJ" Klisiewicz, III to me known, who, being by me sworn, did say that he resides at (give address) 11167 Big Tree Rd., East Aurora, NY 14052; that he is the (give title) Operations Manager/Auctioneer of the (name of corporation) Auctions International, 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.



Melanie A Metzger
Notary Public, State of New York

Qualified in Wyoming County

Commission Expires 9/3/2027

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 Auctions International, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 32-0038079 b) DUNS # 140703369	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.AuctionsInternational.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 11167 Big Tree Rd., East Aurora, NY 14052		7. TELEPHONE NUMBER 800-536-1401	8. FAX NUMBER 800-569-3334
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> Same		10. TELEPHONE NUMBER Same	11. FAX NUMBER Same
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Alicia Andrews Title Proposal Manager Telephone Number 800-563-1401 Ext. 166 Fax Number 800-569-3334 e-mail RFP@auctionsinternational.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Russ J. Scherrer	TITLE Owner and Auctioneer	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: ☐ Yes ☒ No a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

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:	☐ 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? 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 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.

FEIN # **32-0038079**

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

Operations Manager/Auctioneer
Title

7/7/2025
Date

Auctions International, Inc.
Company Name

RFP # 2025-105 : FORECLOSED PROPERTY AUCTIONS

Proposal Rating Worksheet

Proposer: Auctions International

	Weight	Conway		McGuire		Cantwell		J. Neal	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score
Criterion #1: Online Platform for Ease of Customer Use	25%	4	1	4	1	3	0.75	5	1.25
Criterion #2: Pricing- Customer Costs	15%	4	0.6	4	0.6	3	0.45	5	0.75
Criterion #3: Pricing- County Costs	15%	5	0.75	5	0.75	2	0.3	5	0.75
Criterion #4: Proposer Outreach/Advertising/Social Media	15%	5	0.75	5	0.75	4	0.6	5	0.75
Criterion #5: Proposer's Experience	30%	5	1.5	5	1.5	3	0.9	5	1.5
TOTALS:		23	4.6	23	4.6	15	3	25	5

Average Scores	
Conway	4.6
McGwire	4.6
Cantwell	3
Neal	5
Average	4.3

NOTES:

Contract #: 2025-1024

Contract Type: standard

Contract Action: new

Procurement Type: Other

Department: Shaker Place Rehabilitation and Nursing Center NH6020

Date Submitted: 07/29/2025

Contact Person: [Andy Lucarelli]

Contact Phone: 518-213-8938

Vendor Info: Arjo

Estimated Amount: 152961.48

Scope of Services: Arjo, Inc. for preventative and corrective maintenance and support for the facilities patient lift, transfer equipment and bathtubs.

Budget Line Item: NH 6020 44069

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Other



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: 07/27/2025

SUBJECT: Arjo, Inc.

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract with Arjo, Inc. for preventative and corrective maintenance and support for the facilities' patient lift, transfer equipment and bathtubs.

Shaker Place currently has 49 different pieces of Arjo equipment used in the bathing, transferring, transportation and weighing of the residents of the facility. This service agreement includes scheduled preventive maintenance to maintain the useful life of the equipment along with corrective maintenance to fix any issues not covered under warranty. The agreement also tests the accuracy of the scales on the equipment to comply with New York State Department of Health regulations.

This contract will be for a forty-eight (48) month period commencing on August 1, 2025 and conclude on July 31st, 2029. The total cost for the four (4) year period will be a not to exceed amount of \$152,961.48.

We respectfully request approval of this contract.



arjo

arjo

Performance Assurance Agreement

Patient Handling, Hygiene, Disinfection and Medical Beds



Customer Name: SHAKER PLACE REHAB NURSING CTR
100 HERITAGE LANE
ALBANY, NY 12211



Arjo Inc. ("Arjo") Performance Assurance Agreement ("Agreement")
See Service Terms and Conditions for Details

Includes:

- Preventive Maintenance Inspection – one inspection per year including preventative maintenance parts.
- Corrective Maintenance (Repair Service Calls) – All repair parts, travel and labor to return equipment to standard operating condition.
- Technician Supplied Accessories – All batteries, handsets and chargers (a maximum of one each per unit per contract year).
- Preventive and Corrective Maintenance Hours (8am – 5pm weekdays), excluding national holidays.
- Includes all technician-supplied authentic Arjo Inc. repair parts.
- Compliance Documentation.
- Exhibit A references the Equipment Description and Serial Numbers covered under this agreement.

Sales Representative:	Todd Ploof
Sales Representative Signature:	
Contract Conversion SO#:	

Purchase Order #			
Agreement START Date:	8/1/2025	Agreement END Date:	7/31/2029
Length of Contract:	4 Year		
Auto-Renew? Circle One & Initial	☐ Yes	☐ No	Initial:

Payment Preference				
Billable in Advance of Services Rendered				
Check One:				
Full Contract All years billed upfront	Annual Billed 1 Time per Year	Bi-Annual Billed every 6 months	Quarterly Billed every 3 months	Monthly Billed Once Monthly
☐	☐	☐	☐	☐
\$152,961.48	\$38,240.37	\$19,120.185	\$9,560.09	\$3,186.69

Customer Account #:	2221464
Ship To Address:	Shaker Place Rehab Nursing Ctr 100 Heritage Lane Albany, NY 12211

***Agreement may renew annually, at a rate increase not to exceed 5% without prior approval.**

Billing Contact Name:		Maintenance Contact:		Signatory Name:	
Title:		Phone #:		Title:	
Billing Phone #:		Email:		Phone #:	
Billing Address:				Date:	
Billing Email:				Signature:	

The Preventive Maintenance Inspection will be completed approximately 3 - 6 months into the Agreement unless otherwise requested and will continue annually from the first preventive maintenance date (if applicable based on multi-year agreement)

FOR SERVICE ON YOUR EQUIPMENT CALL 1-800-323-1245, option 3.
PLEASE HAVE YOUR SERIAL NUMBER AVAILABLE

Normal Hours are from 8:00 AM to 5:00 PM Monday through Friday, excluding National Holidays.
After hours are from 5:00 PM to 8:00 AM Monday through Friday, Saturdays, Sundays and National Holidays

Service Terms and Conditions

1. Arjo agrees to:
 - A. Perform one regularly scheduled preventive maintenance inspection on the equipment listed on Exhibit A to this Agreement approximately three (3) to six (6) months from the Effective Date of this Agreement, unless otherwise requested, and will continue annually from the first preventative maintenance date. Inspection coverage includes all OEM recommended preventative maintenance activities.
 - B. Provide an Arjo representative to inspect, lubricate, clean and make ordinary adjustments and repairs to the equipment during each visit covered under the terms of this Agreement.
 - C. Perform unscheduled repairs (or Repair Service Calls), if included as part of this agreement. Should additional Repair Service Calls be requested outside normal business hours as stated on the first page, the cost for service shall be 1 ½ times the prevailing rate less any contracted discount. The minimum charge for travel or service is one hour.
 - D. Furnish Original Equipment Manufacturer (OEM) authorized parts, if included under the terms of this Agreement. The determination of when to replace parts is left to the Arjo representative's discretion. Chargers, batteries and handsets are limited to a once per year per system replacement.
 - E. Additional service charges may be incurred to install OEM authorized parts during scheduled inspections or Service Repair Calls as specified in this Agreement if it is determined that misuse of equipment or failure to keep equipment in regular operating condition is identified.
2. As consideration for Arjo providing such services, Customer agrees to:
 - A. Pay the invoices N30 from date of invoice. Late payments may be subject to a late fee.
 - B. Exercise reasonable care in the operation of the equipment.
 - C. Comply with the factory recommended customer care, cleaning, and preventive maintenance required regiments described in the operating instructions for the equipment.
 - D. Replace all OEM authorized parts including consumable and supply items as often as is necessary to maintain the equipment in good operating condition (examples include: batteries, castors, hand controls, slings, belts and cushions).
 - E. Provide all power and plumbing requirements and environmental conditions specified in the operating, installation and maintenance instructions for the equipment.
 - F. Customer ensures that before any repairs/maintenance takes place the equipment is in non-bio-hazardous condition.
 - G. Bring equipment up to OEM specifications prior to contract start.
 - H. Notify Arjo in the event the Customer moves the equipment to another related facility location.
3. Perform scheduled maintenance inspections and any Repair Service Calls during the Arjo's normal working hours. Customers will be charged 1 ½ times the prevailing rate less any contracted discount for after-hours calls requested outside of Arjo's normal working hours. Arjo reserves the right to deny after-hours service based on the availability of service personnel or such service whether or not such service is included in this Agreement.
4. The following items are expressly excluded from coverage under this Agreement:
 - A. Overhauling or rebuilding equipment. Such work will be performed only after a written estimate of charges, including parts, transportation and labor has been submitted to and approved in writing by the Customer.
 - B. Accessory equipment including lock box attachments or any other equipment not itemized in the equipment description portion of this Agreement.
5. In addition to the stated prices, Customer will reimburse Arjo for retailer's occupational tax, sales tax, or any other federal, state, local or foreign taxes, if any, which Arjo must, at any time, either pay or be required to collect.
6. Arjo has no obligation under this Agreement to furnish service or parts for repairing damaged or malfunctioning equipment caused by any of the following:
 - A. Abuse, misuse, neglect, use of parts or supplies that do not meet the manufacturer's specifications or failure to follow the equipment maintenance procedures described in the operating instructions;
 - B. Fire, flood, lightning or any other natural disasters;
 - C. Failure to provide a power supply or an operating environment for the equipment which to conform to the manufacturer's specifications.
 - D. Adjustment or modification of the equipment by anyone other than an Arjo authorized service personnel.
7. Any parts provided under this Agreement may be authentic Arjo new, serviceable, reworked or reprogrammed items equivalent to new parts in performance.
8. CUSTOMER'S REMEDY FOR ANY BREACH BY ARJO OF THIS AGREEMENT SHALL BE PERFORMANCE OF MAINTENANCE OR REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. ARJO'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE PRICE PAID BY CUSTOMER FOR THE SERVICES TO BE PROVIDED HEREUNDER. IN NO EVENT SHALL ARJO BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, PERSONAL INJURY OR ACCIDENTAL DAMAGES SUFFERED OR INCURRED BY CUSTOMER OR ANY OTHER PERSON. THE FOREGOING LIMITATION ALSO INCLUDES CUSTOMER CLAIMS OF THIRD PARTIES. ARJO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.
9. Arjo shall not be responsible for any delay or failure to perform under this Agreement where such delay or failure of performance is due to causes beyond Arjo's reasonable control.
10. This Agreement shall be effective within the date range defined in this Agreement subject to approval by Arjo (after inspection) of the mechanical and/or operational condition of the equipment. This Agreement shall be effective for the term indicated in this Agreement. This Agreement may be renewed at the request and signature of the customer for one (1) year terms.
11. This Agreement may be terminated by either party with written notice sent via email to Service.Admin@arjo.com. In the event of Customer cancellation within 30 days from the signature date of the Agreement, Arjo shall issue a credit to the Customer's account in the amount equivalent to the monthly prorated value of any Customer prepayment. After 30 days, if no preventive maintenance or service has been performed, a prorated credit will be issued minus a 10% cancellation fee. If the annual preventive maintenance or service has been performed, no credit will be issued. In the event of Arjo cancellation, Arjo will refund the remaining prorated value of any prepayments.
12. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws rules. The Agreement constitutes the entire agreement between the parties and supersedes and cancels any prior agreements, representations, warranties or communications, whether oral or written, relating to the contemplated transactions of the subject matter herein. Neither this Agreement nor any provision of it may be changed, waived, or discharged but only by an agreement in writing signed by the party against which the enforcement of such change, waiver, or discharge is sought. Modifications to this Agreement shall be binding on Arjo only if agreed to in writing by a corporate officer.
13. SPECIAL CONDITIONS:

Batteries, handsets and chargers are included under this Agreement, however, limited to one replacement per Agreement year. Replacement is at the discretion of an Arjo representative and does not include misuse or failure to follow normal operating instructions. **Stocking of any spare parts, batteries, chargers and handsets will be at the Customer's expense and is not covered under the Agreement.**

Ceiling Lifts: The Preventive Maintenance inspection includes a Safe Work Load (SWL) test. Deflection testing is optional and is not included in this Agreement. Aged Equipment: Arjo has the right to refuse the participation of any Arjo equipment due to age, discontinuation or obsolescence

Exhibit A
Equipment Schedule

The following equipment is included under this Agreement. It shall now be maintained in accordance with the terms described in this Agreement to help assure optimum performance and reliability.

ITEM	MODEL/ DESCRIPTION	SERIAL NO.	ANNUAL FEE	REASON FOR DELETION
1	MAXIMOVE COMBI LOW CHASS SCALE	300049146	\$978.52	
2	MAXIMOVE COMBI LOW CHASS SCALE	300049149	\$978.52	
3	SARA STEDY	300054368	\$323.32	
4	SARA STEDY	300054754	\$323.32	
5	SARA STEDY	300055431	\$323.32	
6	SARA STEDY	300055435	\$323.32	
7	SARA STEDY	300055820	\$323.32	
8	SARA STEDY	300055829	\$323.32	
9	SARA STEDY	300055833	\$323.32	
10	MAXIMOVE COMBI LOW CHASS SCALE	300058740	\$978.52	
11	MAXIMOVE COMBI LOW CHASS SCALE	300059309	\$978.52	
12	MAXIMOVE COMBI LOW CHASS SCALE	300059311	\$978.52	
13	MAXIMOVE COMBI LOW CHASS SCALE	300059313	\$978.52	
14	MAXIMOVE COMBI LOW CHASS SCALE	300059314	\$978.52	
15	MAXIMOVE COMBI LOW CHASS SCALE	300059317	\$978.52	
16	MAXIMOVE COMBI LOW CHASS SCALE	300059318	\$978.52	
17	MAXIMOVE COMBI LOW CHASS SCALE	300059319	\$978.52	
18	MAXIMOVE COMBI LOW CHASS SCALE	300059320	\$978.52	
19	MAXIMOVE COMBI LOW CHASS SCALE	300059325	\$978.52	
20	MAXIMOVE COMBI LOW CHASS	300059327	\$978.52	
Special Instructions:				
Includes replacement of all authentic Arjo parts excluding consumables, E.g. slings, mattresses, cushions, Arjo liquid products, etc.				

ITEM	MODEL/ DESCRIPTION	SERIAL NO.	ANNUAL FEE	REASON FOR DELETION
21	MAXIMOVE COMBI LOW CHASS	300059328	\$978.52	
22	SARA FLEX SCALE (US)	300453108	\$655.83	
23	SARA FLEX SCALE (US)	300453109	\$655.83	
24	SARA FLEX SCALE (US)	300453110	\$655.83	
25	SARA FLEX SCALE (US)	300453111	\$655.83	
26	SARA FLEX SCALE (US)	300453112	\$655.83	
27	SARA FLEX SCALE (US)	300453113	\$655.83	
28	SARA FLEX SCALE (US)	300454207	\$655.83	
29	SARA 3000 WITH SCALE	P0289305	\$535.25	
30	SARA 3000 WITH SCALE	P0289306	\$535.25	
31	SARA 3000 WITH SCALE	P0289309	\$535.25	
32	SARA 3000 WITH SCALE	P0289312	\$535.25	
33	SARA 3000 WITH SCALE	P0289313	\$535.25	
34	SARA 3000 WITH SCALE	P0289314	\$535.25	
35	SARA 3000 WITH SCALE	P0289558	\$535.25	
36	SARA PLUS	P0291362	\$535.25	
37	SARA 3000 WITH SCALE	P0291651	\$535.25	
38	CAREND0	P0297160	\$1,094.06	
39	CAREND0	P0297162	\$1,094.06	
40	CAREND0	P0297163	\$1,094.06	
Special Instructions: Includes replacement of all authentic Arjo parts excluding consumables, E.g. slings, mattresses, cushions, Arjo liquid products, etc.				

[illegible]

Budget Analyst

Date

For Contract Board Use:

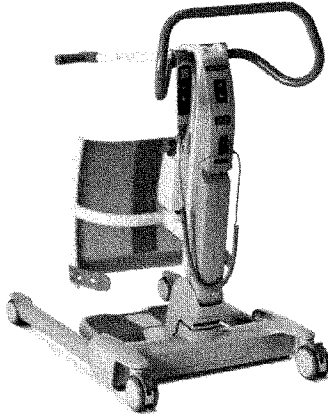
Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

ARJO



Safe Patient Handling



Proposal For:

SHAKER PLACE REHAB NURSING CTR

100 HERITAGE LANE
ALBANY, NY 12211



July 29, 2025

SHAKER PLACE REHAB NURSING CTR
100 HERITAGE LANE
ALBANY, NY 12211

RE: Sole Source Letter for Arjo Equipment

To Whom It May Concern:

Arjo Inc. ("Arjo") is a leading global provider of products and systems that contribute to quality enhancement and cost efficiency within healthcare and life sciences. Arjo's promise is to continue to improve the everyday lives of people affected by reduced mobility and age-related health challenges.

Arjo focuses on patient mobility and wound management solutions. With over 5,500 dedicated employees worldwide, Arjo is a global group serving the needs of acute and long-term care in more than 100 countries. The product range encompasses solutions for the prevention of accidents and injuries associated with immobility, including pressure ulcers, deep-vein thrombosis, falls and work-related injuries when moving patients. Arjo also features an extensive selection of ergonomically designed products that facilitate daily tasks such as lifting, transferring and patient hygiene.

Arjo's Patient Handling Equipment ("PHD Equipment") is manufactured, sold and serviced exclusively by Arjo for a number of reasons including to preserve the warranties associated with the PHD Equipment. Arjo solely manufactures, sells and services the PHD Equipment to both the private sector health care and the United States government facilities.

If you have any further questions, or need any additional information, please feel free to contact an Arjo representative.

Sincerely,

Chris Dorsey
Arjo Inc.
CFO & VP Finance NA

Contract #: 2025-1020

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Emergency Aid to Families A6110

Date Submitted: 08/01/2025

Contact Person: [Scott McNelis]

Contact Phone: 518-447-7306

Vendor Info: Together For Youth

Estimated Amount: 30000

Scope of Services: QI QRTP

Budget Line Item: AA6119.44405

Fiscal Impact:

County: 0.00

State: 50.00

Federal: 50.00

BID, RFP, RFQ Completed? Yes - Standard

DIGITAL SIGNATURE PAGE

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

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

FROM: Scott McNelis
Contract Administrator

RE: Contract Renewal Request for Providers of Qualified Individual Assessments

DATE: August 1, 2025

The Albany County Department for Children, Youth and Families respectfully requests approval of the above referenced contracts for Qualified Individual (QI) providers approved by the NYS Office of Children and Family services to provide QI Assessments. The requested renewal contract term is for September 1, 2025- August 31, 2026, for the amount not to exceed \$30,000.

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

Enclosure

Albany County Department for Children, Youth and Families
Justification for Contractual Renewal Agreements between Albany County and
Providers of Qualified Individual Assessments

The Department respectfully requests authorization to renew contractual agreements with the below provider agencies for the term of September 1, 2025- August 31, 2026, in an amount not to exceed \$30,000 per Provider

The Family First Prevention Services Act took effect on October 1, 2021. The goal of this legislation was to reduce the number of children in congregate care, and to increase the number of kinship and foster care homes. This legislation is intended to promote interventions that keep children safely at home with relatives or in the community, whenever possible. The goal is to reduce lengths of stay in congregate care and prevent recurrence of placement.

Family First Legislation requires if a child is placed in qualified residential treatment program (QRTP) , within 30 days of the start of each placement, the child must be assessed to determine the appropriate level of care by a qualified individual (QI). The QI is a licensed clinician with a minimum of two years of child welfare experience, and will work DCYF, the QRTP and permanency team to develop the assessment within 30 days of the placement in congregate care.

The Providers will be reimbursed an amount not to exceed \$2,000.00 per each assessment, for the aforementioned services. There is no anticipated cost to the county for the assessments, as they will be paid by Medicaid through the Child and Family Treatment Services and Supports (CFTSS) initiative.

The agencies, which have been approved by the NYS Office of Children and Family services as Qualified Individual providers, and which are requested for contract renewal are:

Together for Youth
13640 State Route 22, Canaan, NY 12029

St. Catherine's Center for Children
40 N. Main Ave, Albany, NY 12203

Contract #: 2025-1028

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Children, Youth and Families A6119

Date Submitted: 08/01/2025

Contact Person: [Scott McNelis]

Contact Phone: 518-447-7306

Vendor Info: St Catherine's Center For Children

Estimated Amount: 30000

Scope of Services: QI QRTP 25-26

Budget Line Item: AA6119.44405

Fiscal Impact:

County: 0.00

State: 50.00

Federal: 50.00

BID, RFP, RFQ Completed? Yes - Standard

DIGITAL SIGNATURE PAGE

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



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

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. MCCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

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

FROM: Scott McNelis
Contract Administrator

RE: Contract Renewal Request for Providers of Qualified Individual Assessments

DATE: August 1, 2025

The Albany County Department for Children, Youth and Families respectfully requests approval of the above referenced contracts for Qualified Individual (QI) providers approved by the NYS Office of Children and Family services to provide QI Assessments. The requested renewal contract term is for September 1, 2025- August 31, 2026, for the amount not to exceed \$30,000.

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

Enclosure

Albany County Department for Children, Youth and Families
Justification for Contractual Renewal Agreements between Albany County and
Providers of Qualified Individual Assessments

The Department respectfully requests authorization to renew contractual agreements with the below provider agencies for the term of September 1, 2025- August 31, 2026, in an amount not to exceed \$30,000 per Provider

The Family First Prevention Services Act took effect on October 1, 2021. The goal of this legislation was to reduce the number of children in congregate care, and to increase the number of kinship and foster care homes. This legislation is intended to promote interventions that keep children safely at home with relatives or in the community, whenever possible. The goal is to reduce lengths of stay in congregate care and prevent recurrence of placement.

Family First Legislation requires if a child is placed in qualified residential treatment program (QRTP) , within 30 days of the start of each placement, the child must be assessed to determine the appropriate level of care by a qualified individual (QI). The QI is a licensed clinician with a minimum of two years of child welfare experience, and will work DCYF, the QRTP and permanency team to develop the assessment within 30 days of the placement in congregate care.

The Providers will be reimbursed an amount not to exceed \$2,000.00 per each assessment, for the aforementioned services. There is no anticipated cost to the county for the assessments, as they will be paid by Medicaid through the Child and Family Treatment Services and Supports (CFTSS) initiative.

The agencies, which have been approved by the NYS Office of Children and Family services as Qualified Individual providers, and which are requested for contract renewal are:

Together for Youth
13640 State Route 22, Canaan, NY 12029

St. Catherine's Center for Children
40 N. Main Ave, Albany, NY 12203

Contract #: 2025-1061

Contract Type: standard

Contract Action: renew

Procurement Type: Other

Department: Information Services A1680

Date Submitted: 08/04/2025

Contact Person: [Patrick Alderson]

Contact Phone: 518-447-3033

Vendor Info: Lansweeper Inc.

Estimated Amount: 26000.00

Scope of Services: Lansweeper Renewal

Budget Line Item: A91680.44021

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Other

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

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

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

August 4, 2025

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

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

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

Dear Contract Administration Board Members,

The Division of Information Services is requesting authorization to renew Lansweeper Enterprise Licenses. Lansweeper is an IT Asset Management platform provider helping businesses better understand, manage and protect their IT devices and network. Lansweeper helps customers minimize risks and optimize their IT assets by providing actionable insight into their technology assets at all times, offering trustworthy, valuable and accurate insights about the state of users, devices and software. The coverage period for our licenses is 8/11/25 through 8/10/26. The purchase amount is not to exceed \$26,000.

Thank you for your consideration.

Sincerely,

Patrick Alderson
Chief Information Officer

Attachments

Prepared by: **Travis Hees**
Email: **travis.hees@lansweeper.com**
Quote Expires On: **August 21, 2025**



Client:
Albany County Information Services
112 State St.
12207 Albany
New York
United States

Lansweeper Inc.
11044 Research
Boulevard, Building D,
Suite D-500
78759 Austin
Texas United States

Subscription Start Date: 2025-08-11
Payment Term: Net 30

Quote Q-1374085

Product	Number of Assets/ Agents	Price	Term	Subtotal	One-time Discount	Net Price
Lansweeper Enterprise	10,000	USD 29,988.00	1-Y	USD 29,988.00	USD 3,988.00	USD 26,000.00

An overview of the features and functionalities entailed in the Lansweeper subscription plan can be found [here](#).

Total

USD 26,000.00

License fee prices are exclusive of VAT, other taxes and delivery costs but may still apply
Delivery of the Lansweeper product(s) shall happen electronically

To proceed with the purchase, please send your PO to sales@lansweeper.com

Notes:
Please refer to our Terms of Use (lansweeper.com/terms-of-use) for our payment conditions. Payment term is NET thirty (30) days from invoice date, except if otherwise stipulated on this quote or the subsequent invoice. Lansweeper reserves the right to contract and bill the Product licenses provided herein through Lansweeper NV, Lansweeper, Inc. or Cleverbridge AG/Inc. ("Cleverbridge") based on the customer's final invoicing details. In the latter case, Cleverbridge's payment conditions shall apply.
This offer is noncommittal and does not create any agreement between you and Lansweeper, unless this offer and the Terms of Use (lansweeper.com/terms-of-use) are acknowledged and accepted by you. Purchase orders are only binding when accepted by Lansweeper. The submission of a purchase order implies the acceptance of our offer and our Terms of Use (lansweeper.com/terms-of-use). Any purchase or other conditions mentioned on your purchase order are expressly excluded and shall be null and void.
Lansweeper, Inc. is a limited liability company existing under the laws of the State of Delaware, United States, with its principal business address at 11044 Research Boulevard, Building D, Suite D-500, Austin, Texas 78759.

Contract #: 2025-1062

Contract Type: standard

Contract Action: renew

Procurement Type: Cooperative

Department: Information Services A1680

Date Submitted: 08/04/2025

Contact Person: [Patrick Alderson]

Contact Phone: 518-447-3033

Vendor Info: Comsource, Inc

Estimated Amount: 40000.00

Scope of Services: Palo Alto Unit 42 Public Sector Consulting Expertise on Demand

Budget Line Item:

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Cooperative

DIGITAL SIGNATURE PAGE

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

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

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

August 4, 2025

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

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

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

Dear Contract Administration Board Members,

The Division of Information Services is requesting authorization to enter into an agreement with ComSource for Palo Alto Unit 42 Public Sector Consulting Expertise on Demand. Palo Alto Unit 42 will provide Albany County with Cyber Risk Assessment Services, including Compromise Assessments, Ransomware Readiness Assessments, Purple Teaming, Penetration Testing, Tabletop exercises, Breach Readiness Review, Attack Surface Assessment and Incident Response, including Plan Development Review. When assessments have been completed, Albany County will be provided with an Executive Summary which will include details on the scope of the engagement, summary of findings and recommendations. We will also be provided with a Technical Observation Report with will detail technical findings of vulnerabilities, indicators of compromise and potential suspicious activity. Finally, they will provide recommendations, including a prioritized list of actions to reduce risks and improve our security posture. These consulting services are available on NCPA Contract 01-170. These services would commence on 9/1/25 and end no later than 8/31/26. The purchase amount is not to exceed \$40,000.

Thank you for your consideration.

Sincerely,

Patrick Alderson
Chief Information Officer

Attachments



Albany County - Palo Alto Unit 42 Retainer

Quote # 021224
Version 2

Prepared for:
Albany County

Prepared by:
Chris Montgomery

Thursday, July 03, 2025

Albany County
Maureen Shea
112 State Street, Room 1000
Albany, NY 12207
maureen.shea@albanycountyny.gov

Dear Maureen,

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

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



Chris Montgomery
Sr Account Executive
ComSource, Inc.



Palo Alto Unit 42 Retainer - NCPA 01-170

Part Number	Product Description	List Price	Price	Qty	Ext. Price
PAN-U42-EOD-24HR-L3	UNIT 42 PUBLIC SECTOR EXPERTISE ON DEMANDSUBSCRIPTION, 24-HOUR REMOTE RESPONSE TIME. UP TO 100 CONSULTING HOURS	\$44,000.00	\$40,000.00	1	\$40,000.00
Subtotal:					\$40,000.00

Albany County - Palo Alto Unit 42 Retainer



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

Prepared for:
Albany County
112 State Street, Room 1000
Albany, NY 12207
Maureen Shea
(518) 447-7142
maureen.shea@albanycountyny.gov

Quote Information:
Quote #: 021224
Version: 2
Quote Date: 07/03/2025
Expiration Date: 07/30/2025

Quote Summary

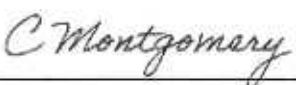
Description	Amount
Palo Alto Unit 42 Retainer - NCPA 01-170	\$40,000.00
Total:	\$40,000.00

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

Pricing is valid for 30 days, unless otherwise stated. We reserve the right to withdraw or modify this proposal at any time due to tariff or manufacturer related price increases. We reserve the right to cancel orders arising from pricing or other errors. Pricing does not include taxes, freight or installation, if applicable, unless otherwise stated. Hardware, software, maintenance and any other products will be invoiced upon delivery. Purchases will be taxed at the rate effective at the time of billing. Sales tax rates are subject to change. Payment Terms – Net 30. Any amount not paid when due shall incur a late payment charge of one and one-half percent (1.5%) per month until paid, or the highest amount allowed by law, whichever is less, in addition to any costs related to collection, reasonable attorney's fees and court costs. Invoice payments are accepted via Check, ACH, or Wire Transfer. We do not accept credit card payments. The foregoing terms and conditions are applicable and binding upon the signing of this quote or by the submission of a purchase order in response to this quote. By submitting a purchase order, the customer acknowledges it has received and reviewed the foregoing terms and conditions. We reject any conflicting terms in any purchase order.

ComSource, Inc.

Albany County

Signature: 
Name: Chris Montgomery
Title: Sr Account Executive
Date: 07/03/2025

Signature: _____
Name: _____
Date: _____



Expertise on Demand Services Overview for:



UNIT 42 SERVICES



CYBER RISK MANAGEMENT SERVICES

Compromise Assessment

Penetration Testing

Tabletop Exercise

Attack Surface Assessment



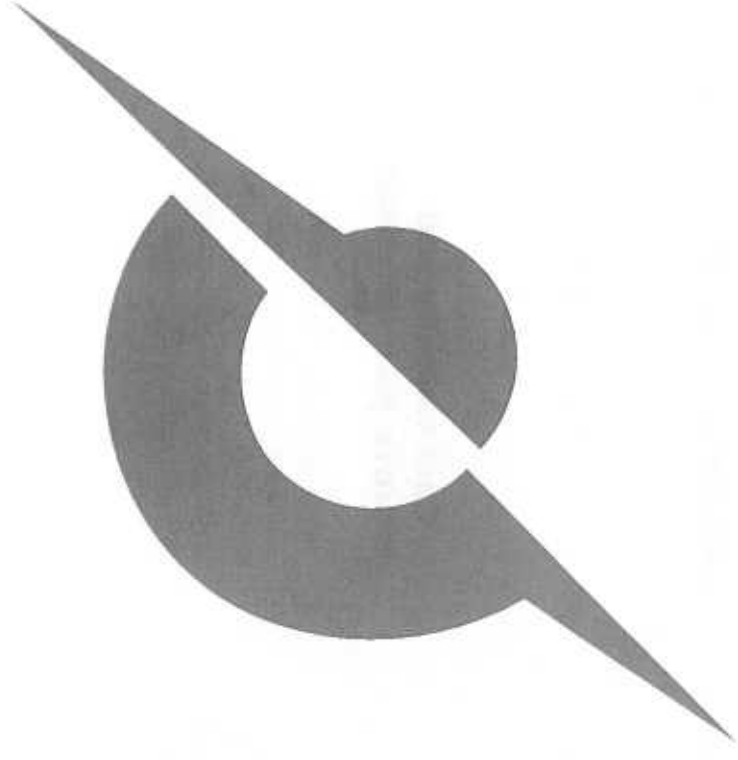
INCIDENT RESPONSE SERVICES

Incident Response

Incident Response Plan Development & Review

Unit 42 Retainer

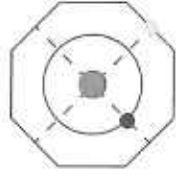
Cyber Risk Management Services Compromise Assessment



▲ INDEX

COMPROMISE ASSESSMENT: BENEFITS

Gain visibility and identify potential compromise in your environment



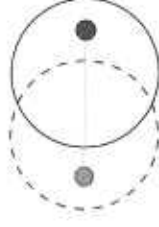
Identify red flags of potential compromise

Through a combination of Unit 42 cybersecurity expertise and the power of Cortex® XDR you can identify indicators of malicious activity and threat actor presence.



Detect and mitigate hidden cybersecurity risk

Discover potentially unwanted programs, unauthorized activity, risky configurations, and unusual user activity that may ordinarily slip under the radar.

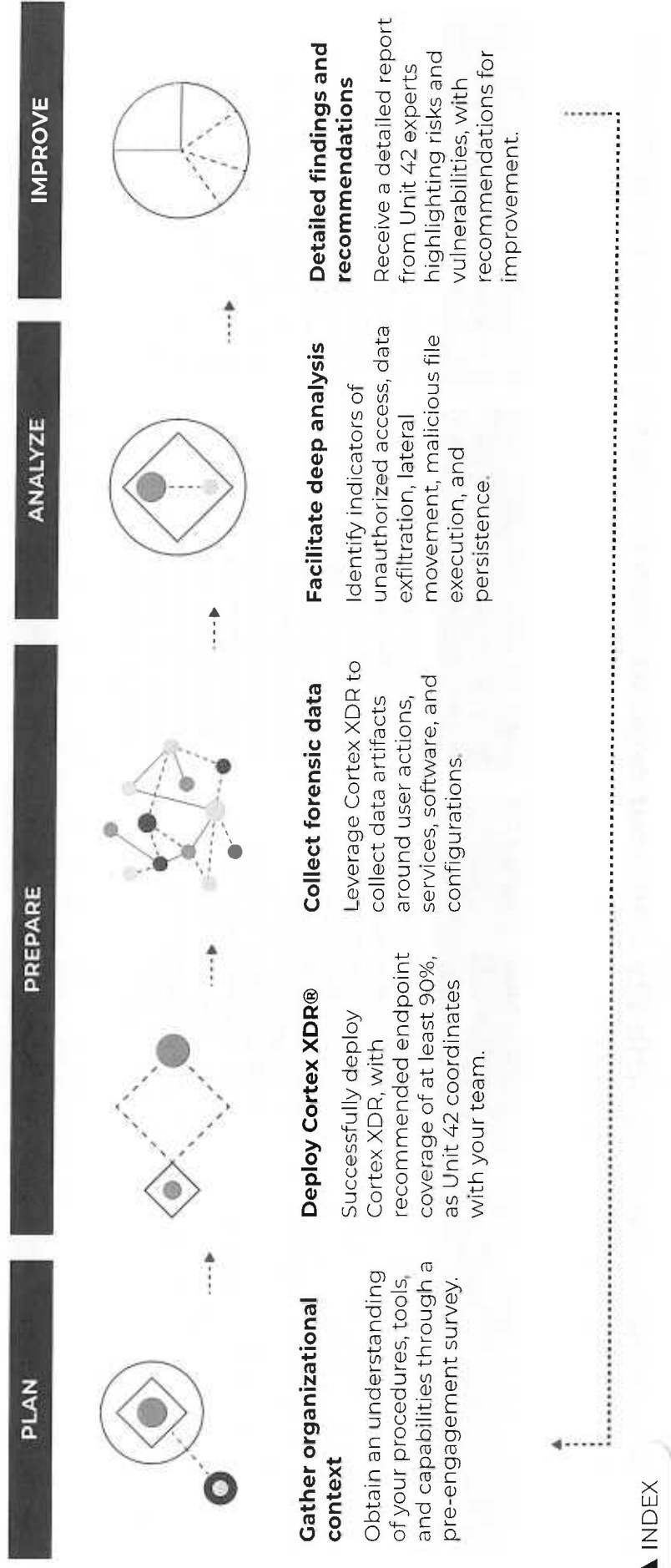


Gain visibility and improve your defenses

Achieve peace of mind with a holistic view of your attack surface and understand how to limit exposure to threat actors and malicious activity.

COMPROMISE ASSESSMENT: METHODOLOGY

Find hidden indicators of compromise and reduce risk



COMPROMISE ASSESSMENT: SERVICE FEATURES

This assessment provides visibility into your organization to answer a very fundamental question: Am I compromised?

EXECUTIVE SUMMARY	TECHNICAL REPORT	IT HYGIENE & COMPLIANCE FINDINGS	PRIORITIZED RECOMMENDATIONS
You will receive an Executive Summary tailored to non-technical audiences and executives. This report will detail high-level findings and recommendations resulting from the compromise assessment and will highlight any evidence indicating unauthorized activity in your environment.	Your security team will receive an in-depth Technical Report describing the details of the engagement background, scope, analysis findings, recommendations, and remediation steps. You'll get technical details about unauthorized activity or indicators of compromise identified in your environment.	In addition to identifying indicators of active compromise, Unit 42 will uncover non-malicious evidence that could increase the risk of a future compromise. Examples of these findings include local administrative accounts, potentially exposed credentials, and suspected shared or default accounts.	Unit 42 will develop specific recommendations based on findings made throughout the assessment, which will be prioritized and aligned with your overall security strategy. Each recommendation will be assigned a ranking of effort and criticality, so you can prioritize your risk remediation efforts.

Cyber Risk Management Services Ransomware Readiness Assessment



▲ INDEX

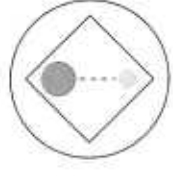
RANSOMWARE READINESS ASSESSMENT: BENEFITS

Ransomware evolves constantly. So should you.



Validate your response strategy

Evaluate how your incident response capabilities perform when triaging ransomware breach scenarios from real cases we've investigated. Unit 42 will identify your organizational strengths as well as areas of improvement.



Detect hidden ransomware risk

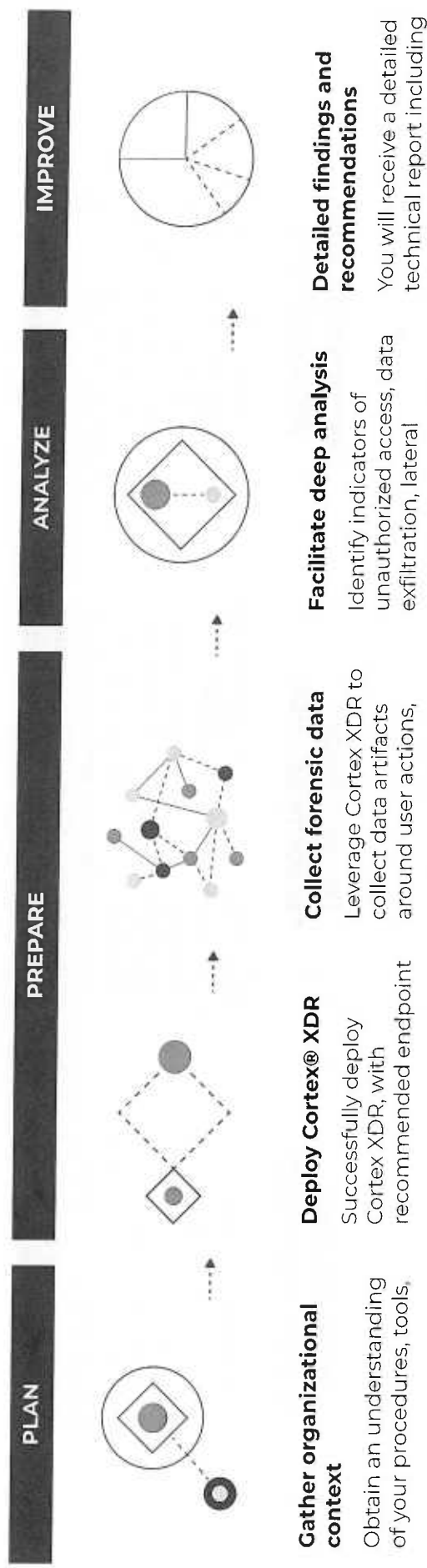
Harnessing the power of Cortex XDR® and Cortex Xpanse, Unit 42 will conduct a Compromise Assessment of your environment, focusing on the early stages of ransomware by analyzing endpoint telemetry and hunting for indicators of compromise associated with sophisticated ransomware groups.



Demonstrate your preparedness

Upon completion of Purple Teaming and Tabletop Exercises, we will equip you with the data and recommendations necessary to communicate a sound ransomware preparedness plan to your board and C-suite executives.

A proven approach to improving ransomware readiness



RANSOMWARE READINESS ASSESSMENT: SERVICE FEATURES

The Ransomware Readiness Assessment is designed to take your organization from assessment to resilience.

READINESS FINDINGS AND RECOMMENDATIONS	RANSOMWARE TABLETOP EXERCISE	250 RETAINER CREDITS RESERVED FOR INCIDENT RESPONSE
Using our proprietary Ransomware Readiness Framework, Unit 42 will identify risks and security control gaps that may leave you more susceptible to attacks. You will receive a detailed Findings & Recommendations Report with suggested next steps to address identified gaps.	We'll design and facilitate a simulated ransomware attack Tabletop Exercise based on the thousands of investigations our incident response (IR) team has performed, testing your readiness as well as helping you practice and improve your defenses.	Extend your IR team's capabilities by putting the Unit 42 Incident Response team on speed dial with SLA-driven response times to help you recover faster from a ransomware attack and get back to business.
RANSOMWARE COMPROMISE ASSESSMENT	PURPLE TEAM RANSOMWARE CAMPAIGN	EXECUTIVE & BOARD ADVISORY BRIEFING
Unit 42 IR experts will hunt in your environment using Cortex XDR to search for early signs of a ransomware attack, including unauthorized access, use of PowerShell post-exploitation frameworks and precursor malware that often leads to the installation of ransomware.	Unit 42 will collaborate with your security team to safely target your environment with a simulated ransomware campaign that includes the advanced tactics used in real-world attacks we've investigated. You'll receive a technical report detailing the results and recommended control enhancements.	Following the completion of assessments and simulation exercises, Unit 42 will deliver a board-level briefing with recommendations benchmarked against industry standards, correlated with empirical incident response, red team and threat intelligence data.

▲ INDEX

RANSOMWARE READINESS ASSESSMENT: SAMPLE DELIVERABLES

Executive Summary

On October 25, 2021, Client engaged Unit 42 to conduct a Ransomware Readiness Assessment (RRA) to evaluate Client's ability to respond to a ransomware event. The RRA was conducted primarily through documentation review and interviews with leadership.

Scope of the Assessment

The scope of the RRA was to evaluate Client's ability to respond to a ransomware event. The RRA was conducted primarily through documentation review and interviews with leadership. The RRA was conducted primarily through documentation review and interviews with leadership.

In order to conduct the RRA, the Unit 42 team leveraged a ransomware readiness framework consisting of guidance and best practices from various frameworks, such as the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF), the ISO 27001 Information Security Management System (ISMS) Standard, the Privacy Control for Information Systems and Organizations (PCISO), and the International Organization of Standardization (ISO) 27001 Information Security Management System (ISMS) Standard.

The scope of this assessment was limited to specific cybersecurity aspects relevant to ransomware readiness by the Unit 42 team. The assessment evaluated key areas of Client's cybersecurity posture, including the following: the organization's risk management process, the organization's incident response process, the organization's business continuity process, the organization's data backup and recovery process, and the organization's employee security awareness training.

Unit 42 assessed Client's ability to identify, prevent, detect, respond to, and recover from a ransomware event. The assessment was conducted in an effort to provide Client leadership and Counsel with an understanding of Client's current ransomware readiness posture and to identify areas for improvement.

Executive Summary

Provides details on scope of engagement, summary of findings, and recommendations.

INDEX

Summary Results of Services Performed

RRA Findings Data Summary											
Table 1: RRA Findings Data Summary											
Category	Findings	CSF	ISO 27001	PCISO	ISO 27001	Findings	CSF	ISO 27001	PCISO	ISO 27001	Findings
Identify	Findings	CSF	ISO 27001	PCISO	ISO 27001	Findings	CSF	ISO 27001	PCISO	ISO 27001	Findings
Protect	Findings	CSF	ISO 27001	PCISO	ISO 27001	Findings	CSF	ISO 27001	PCISO	ISO 27001	Findings
Detect	Findings	CSF	ISO 27001	PCISO	ISO 27001	Findings	CSF	ISO 27001	PCISO	ISO 27001	Findings
Respond	Findings	CSF	ISO 27001	PCISO	ISO 27001	Findings	CSF	ISO 27001	PCISO	ISO 27001	Findings
Recover	Findings	CSF	ISO 27001	PCISO	ISO 27001	Findings	CSF	ISO 27001	PCISO	ISO 27001	Findings
Total Findings: 31											

Summary Findings

Heatmap of findings mapped to NIST CSF or other required framework.

RRA Detailed Findings and Recommendations

RRA Detailed Findings and Recommendations	
Findings	Recommendations
Findings	Recommendations

Detailed Findings and Recommendations

Detailed descriptions of prioritization of assessment findings with recommendations for remediation.

RRA Detailed Findings and Recommendations	
Findings	Recommendations
Findings	Recommendations

Cyber Risk Management Services

Purple Teaming



▲ INDEX

PURPLE TEAMING: BENEFITS

Improve organizational awareness and readiness to respond



Combine the power of red and blue teaming

Your organization's security personnel (Blue Team) will collaborate with Unit 42's elite team of offensive security engineers (Red Team) to strategically orchestrate drills that test your network monitoring and incident response processes.



Tune defenses and get real-time feedback

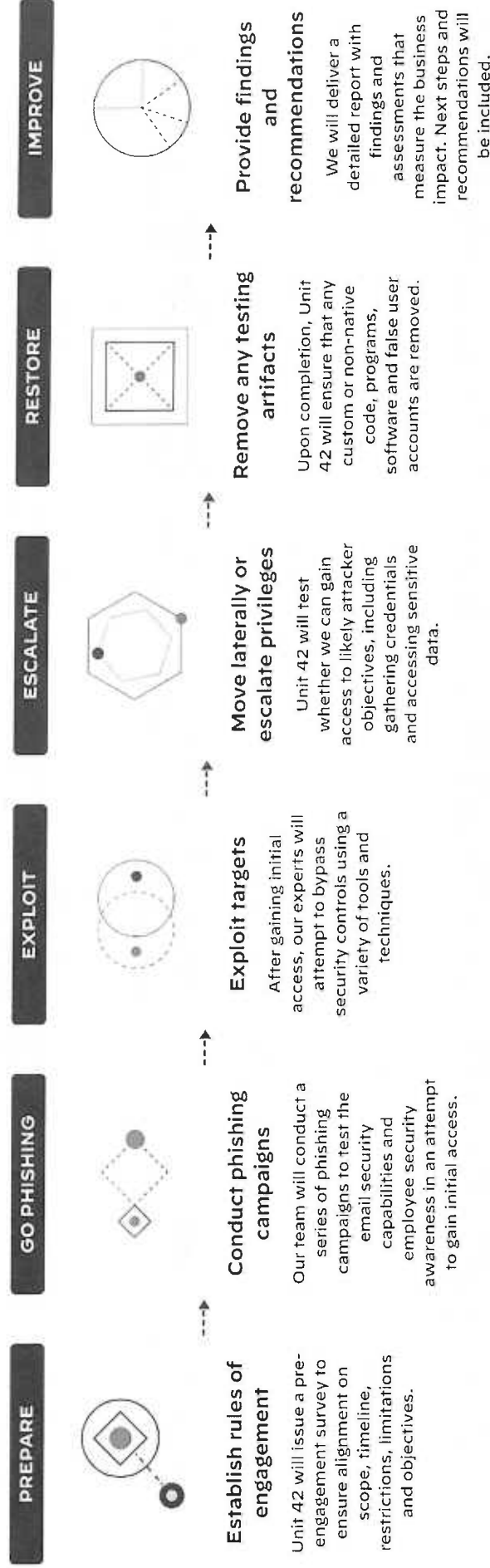
Immediately understand the impact of changes to alerting or detection mechanisms. Strategically adjust capabilities to best serve your organization's unique goals and objectives.



Identify gaps in security control coverage

Stress-test your systems and foster strong collaboration between Red and Blue Teams, enabling your organization to identify and address security control deficiencies

Test your defenses against real-world threats



PURPLE TEAMING: SERVICE FEATURES

Up-level your detection and response capabilities by collaborating with Unit 42 to identify alerting gaps, tune defenses and enhance security operations practices.

PHISHING SIMULATION EXERCISES

Phishing is the number one attack vector leveraged by threat actors to gain initial access to an organization's environment. Unit 42 will conduct multiple phishing campaigns to test your email security controls and attempt to gain access to your environment.

PENETRATION TESTING

After gaining initial access, Unit 42's team of offensive security experts will leverage both manual and automated techniques to further exploit systems, elevate credentials and move deeper into the network. This includes both internal and external penetration tests.

DEFENSE & ALERTING RECOMMENDATIONS

Through a collaboration between Unit 42 and your security team, you will establish the ideal tuning of defensive capabilities and alerting mechanisms.

CUSTOM PAYLOAD DEPLOYMENT

At your request, Unit 42 may develop and deploy custom payloads to achieve specific objectives or test criteria.

EXECUTIVE SUMMARY

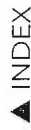
You will be provided with an executive summary tailored to executives, C-suite and boards of directors. This will contain our high-level findings and recommendations resulting from the penetration test.

DETAILED TECHNICAL REPORTING

Unit 42 will provide an in-depth technical report describing the details of the engagement, including methodology, testing techniques, tactics, findings, recommendations and next steps.

RECOMMENDATIONS & REMEDIATION STEPS

You will receive recommendations prioritized based on the impact and exploitability of vulnerabilities or weaknesses identified during the testing. You will also receive tactical, action-oriented remediation steps to address the weaknesses, gaps and vulnerabilities discovered during the engagement.



INDEX

PURPLE TEAMING: SAMPLE DELIVERABLES



UNIT 42

Background

On August 22, 2021, Client Name ("Client") retained Unit 42 to perform phishing simulation exercises. As part of a broader security and compliance initiative, Client sought to identify potential security vulnerabilities and assess the effectiveness of its security controls. The assignment was conducted from August 22, 2021, to October 10, 2021.

Scope of Assignment

The primary objective of this assignment was to simulate a phishing attack against Client's employees. The objectives were focused on determining how Unit 42 could deliver malicious payloads and how Client's security controls would respond to such attacks. The assignment also included a review of Client's security policies and procedures to identify any gaps or weaknesses.

Assignment Details

The assignment was conducted over a period of six weeks. Unit 42 delivered a series of simulated phishing emails to Client's employees. The emails were designed to appear as if they were from a trusted source, such as a colleague or a vendor. The emails contained links to a simulated phishing website and a simulated phishing document. The assignment was conducted in a controlled environment, with all activities monitored and logged.

Assignment Results

The assignment results showed that Client's employees were highly susceptible to phishing attacks. Of the 100 employees who received the simulated phishing emails, 85% clicked on the links and 70% downloaded the simulated phishing document. This indicates a significant security vulnerability that needs to be addressed.



UNIT 42

Executive Summary and Background Information

A summary of the exercise including details purple team scenarios and scope.



UNIT 42

Results for USA_VPN_8-25-2021

Overall, the results of the assignment showed that Client's employees were highly susceptible to phishing attacks. The assignment was conducted in a controlled environment, with all activities monitored and logged.



UNIT 42

Detailed Findings

Listing of scenarios performed and results of each scenario (Phishing Test shown above).



UNIT 42

Conclusions and Recommendations

Describes probability for exploit and associated risk for findings along with recommendations.



UNIT 42

Cyber Risk Management Services Penetration Testing



▲ INDEX

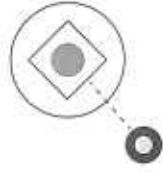
PENETRATION TESTING: BENEFITS

Test your defenses against an attacker's playbook



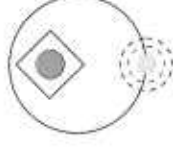
Conceptualize threat actor impact

With our team of experts, you will test your defenses through the lens of a threat actor by leveraging known adversary TTPs. With the resulting knowledge, you will understand exactly how a threat actor could tangibly impact your operations.



Pressure test security controls and capabilities

Leverage creative tactics, techniques and procedures to subdue inadequate security controls and protective capabilities – uncovering issues to correct.

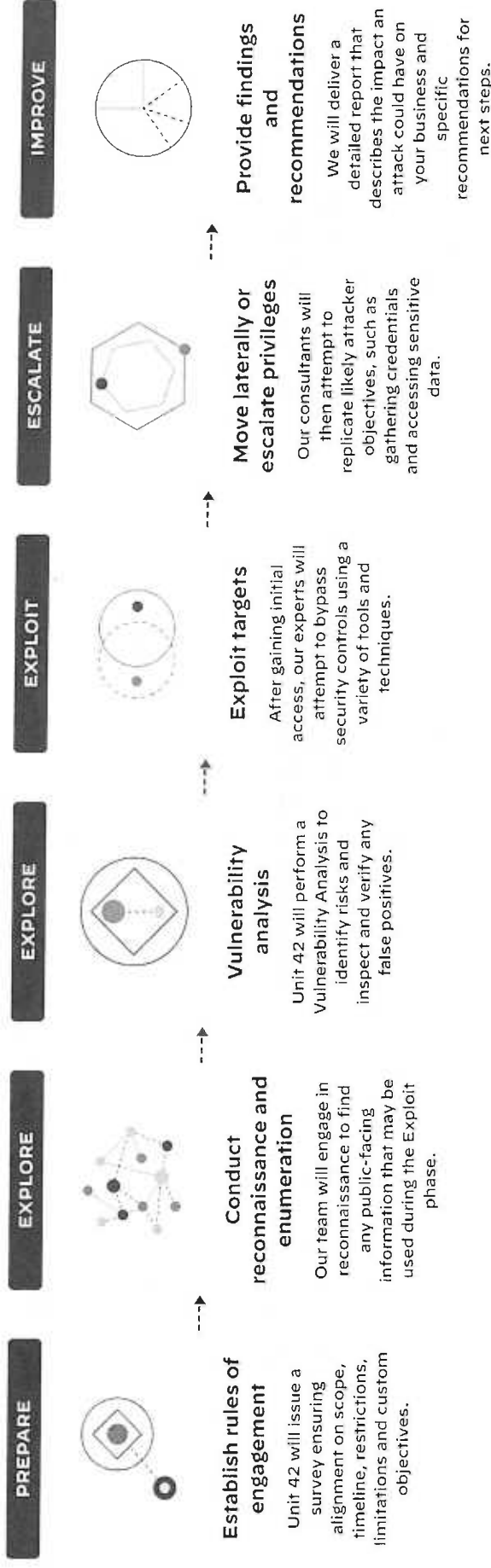


Enhance technical security posture

Apply tactical remediation steps and recommended next steps to address identified vulnerabilities, weaknesses, gaps or deficiencies.

PENETRATION TESTING: METHODOLOGY

Test your defenses against an attacker's playbook



PENETRATION TESTING: SERVICE FEATURES

Pressure test your organization's technical controls and network defenses by simulating real-world attacks against your environment.

EXECUTIVE SUMMARY	DETAILED TECHNICAL REPORT	PRIORITIZED RECOMMENDATIONS	REMEDIATION STEPS	CUSTOM OBJECTIVE REPORTING
You'll receive an executive summary that provides our high-level findings and recommendations resulting from the Penetration Test, with a focus on business outcomes.	Unit 42 will provide an in-depth technical report describing the details of the engagement scope, methodology, testing TTPs and specific findings.	Unit 42 will provide specific and prioritized recommendations based on the potential security impact and exploitability of vulnerabilities or weaknesses discovered across your environment.	You'll receive tactical, action-oriented remediation steps to address the weaknesses, gaps and vulnerabilities discovered during Penetration Testing exercises.	Unit 42's team of skilled offensive security experts can support your unique objectives, such as testing specific TTPs against critical assets specific to your organization.

▲ INDEX

PENETRATION TESTING: SAMPLE DELIVERABLES

paloalto **UNIT 42**

Executive Summary

Background

On June 25, 2020, Sprint Nextel (SNT) engaged Palo Alto Networks (PAN) to provide a web application security assessment of Sprint Nextel's corporate website. The assessment was conducted in accordance with the Sprint Nextel's security requirements. The assessment was conducted in accordance with the Sprint Nextel's security requirements. The assessment was conducted in accordance with the Sprint Nextel's security requirements.

Findings

The assessment identified several findings, including:

- 1. A critical vulnerability was identified in the application's authentication process.
- 2. A high severity vulnerability was identified in the application's session management.
- 3. A medium severity vulnerability was identified in the application's input validation.

Recommendations

The following recommendations were provided to address the findings:

- 1. Patch the application's authentication process to address the critical vulnerability.
- 2. Patch the application's session management to address the high severity vulnerability.
- 3. Patch the application's input validation to address the medium severity vulnerability.

Remediation Plan

The remediation plan includes the following items:

- 1. Patch the application's authentication process to address the critical vulnerability.
- 2. Patch the application's session management to address the high severity vulnerability.
- 3. Patch the application's input validation to address the medium severity vulnerability.

Findings

The assessment identified several findings, including:

- 1. A critical vulnerability was identified in the application's authentication process.
- 2. A high severity vulnerability was identified in the application's session management.
- 3. A medium severity vulnerability was identified in the application's input validation.

Recommendations

The following recommendations were provided to address the findings:

- 1. Patch the application's authentication process to address the critical vulnerability.
- 2. Patch the application's session management to address the high severity vulnerability.
- 3. Patch the application's input validation to address the medium severity vulnerability.

Executive Summary

Provides details on scope of engagement, summary of findings, and recommendations.

paloalto **UNIT 42**

Detailed Findings

The assessment identified several findings, including:

- 1. A critical vulnerability was identified in the application's authentication process.
- 2. A high severity vulnerability was identified in the application's session management.
- 3. A medium severity vulnerability was identified in the application's input validation.

Recommendations

The following recommendations were provided to address the findings:

- 1. Patch the application's authentication process to address the critical vulnerability.
- 2. Patch the application's session management to address the high severity vulnerability.
- 3. Patch the application's input validation to address the medium severity vulnerability.

Remediation Plan

The remediation plan includes the following items:

- 1. Patch the application's authentication process to address the critical vulnerability.
- 2. Patch the application's session management to address the high severity vulnerability.
- 3. Patch the application's input validation to address the medium severity vulnerability.

Findings

The assessment identified several findings, including:

- 1. A critical vulnerability was identified in the application's authentication process.
- 2. A high severity vulnerability was identified in the application's session management.
- 3. A medium severity vulnerability was identified in the application's input validation.

Recommendations

The following recommendations were provided to address the findings:

- 1. Patch the application's authentication process to address the critical vulnerability.
- 2. Patch the application's session management to address the high severity vulnerability.
- 3. Patch the application's input validation to address the medium severity vulnerability.

Detailed Findings

Listing of results of testing with details of scenarios and screen captures of steps taken to exploit.

paloalto **UNIT 42**

Remediation Plan

The remediation plan includes the following items:

- 1. Patch the application's authentication process to address the critical vulnerability.
- 2. Patch the application's session management to address the high severity vulnerability.
- 3. Patch the application's input validation to address the medium severity vulnerability.

Findings

The assessment identified several findings, including:

- 1. A critical vulnerability was identified in the application's authentication process.
- 2. A high severity vulnerability was identified in the application's session management.
- 3. A medium severity vulnerability was identified in the application's input validation.

Recommendations

The following recommendations were provided to address the findings:

- 1. Patch the application's authentication process to address the critical vulnerability.
- 2. Patch the application's session management to address the high severity vulnerability.
- 3. Patch the application's input validation to address the medium severity vulnerability.

Remediation Plan

The remediation plan includes the following items:

- 1. Patch the application's authentication process to address the critical vulnerability.
- 2. Patch the application's session management to address the high severity vulnerability.
- 3. Patch the application's input validation to address the medium severity vulnerability.

Findings

The assessment identified several findings, including:

- 1. A critical vulnerability was identified in the application's authentication process.
- 2. A high severity vulnerability was identified in the application's session management.
- 3. A medium severity vulnerability was identified in the application's input validation.

Recommendations

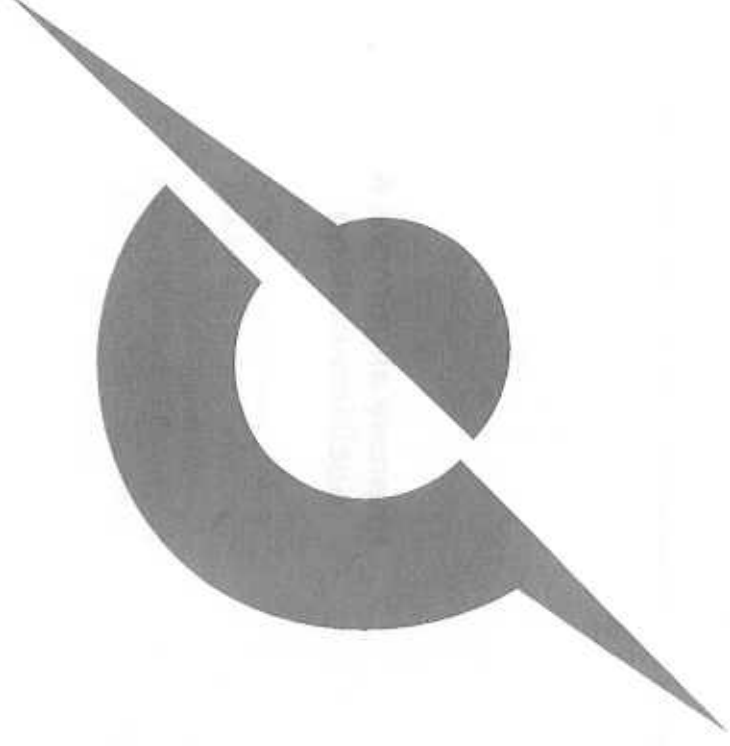
The following recommendations were provided to address the findings:

- 1. Patch the application's authentication process to address the critical vulnerability.
- 2. Patch the application's session management to address the high severity vulnerability.
- 3. Patch the application's input validation to address the medium severity vulnerability.

Remediation Plan

Detailed recommendations for resolving issues found during the penetration test.

Cyber Risk Management Services Tabletop Exercise



▲ INDEX

TABLETOP EXERCISE: BENEFITS

Practice your response and test your decision-making before a crisis occurs



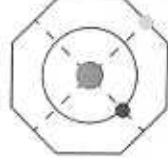
Benchmark your preparedness

Understand your organizational incident response strengths and opportunities for improvement by measuring yourself against best practices.



Test your incident response plan

Determine how your documented plan performs against various breach scenarios. Through this testing, you will identify the components of your plan that work and those that need more refinement.

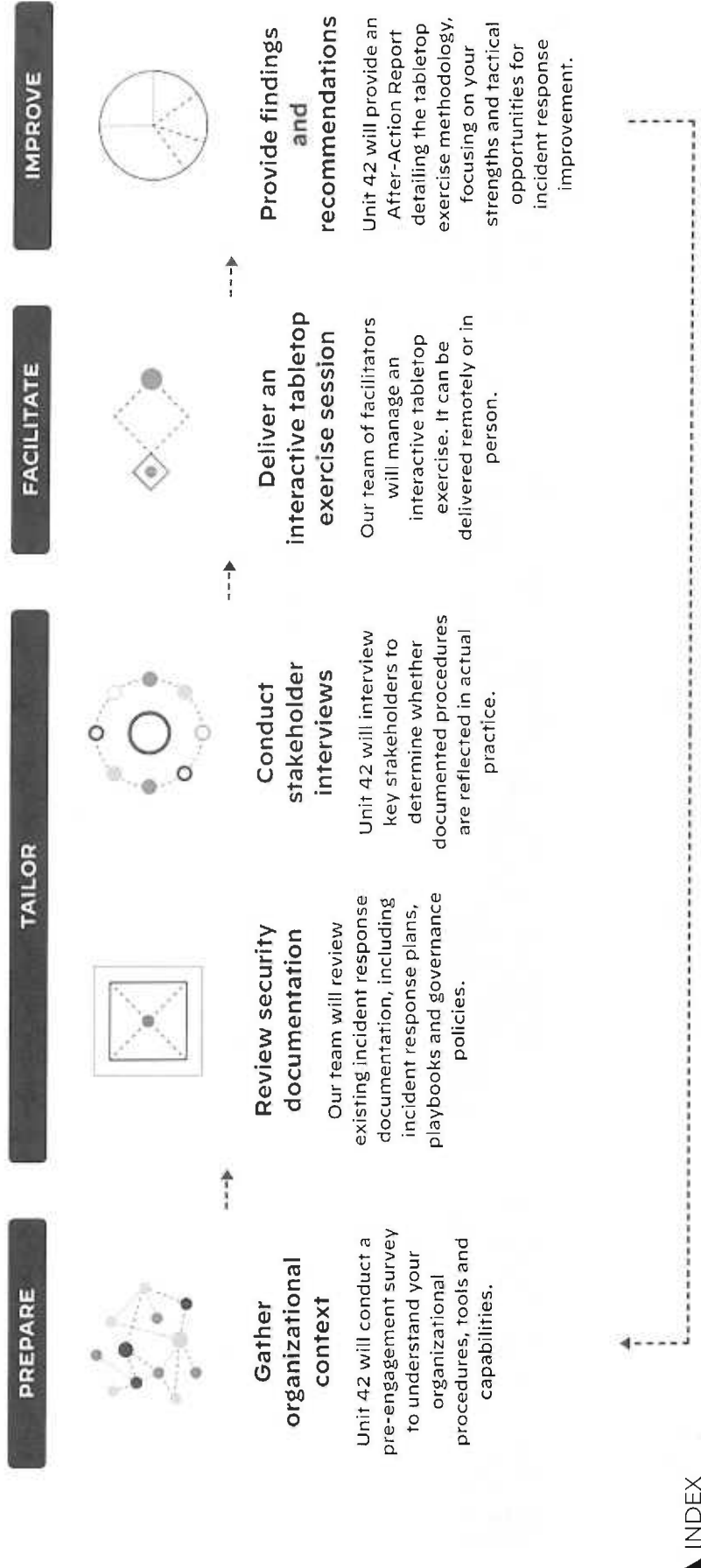


Improve alignment & decision-making

Assess your organization's decision-making speed and alignment when under pressure. For example, under what circumstances might you pay a ransom?

TABLETOP EXERCISE: METHODOLOGY

Test your defenses against an attacker's playbook

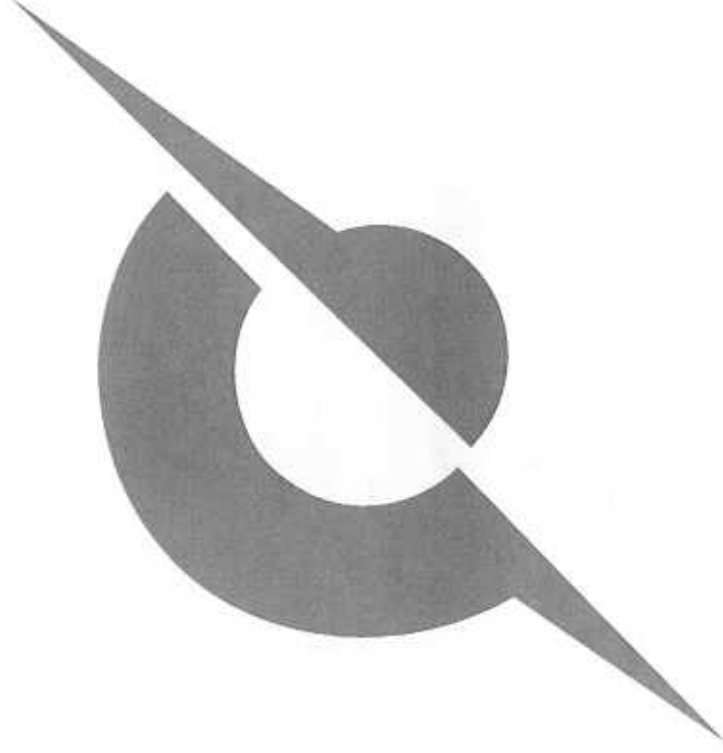


TABLETOP EXERCISE: SERVICE FEATURES

Test your incident response capabilities by triaging a customized simulated incident.

CUSTOM TABLETOP EXERCISE	KNOW YOUR STRENGTHS	ENHANCEMENT OPPORTUNITIES	ACTIONABLE NEXT STEPS
Our consulting team will leverage Unit 42's deep threat intelligence and incident response experience to build a custom and relevant simulation for you using lessons learned from actual Unit 42 cases. We can design technical and non-technical exercises to suit all audiences.	Unit 42 will identify and document your incident response strengths and weaknesses.	Following the tabletop exercise, we will provide a list of prioritized recommendations for improving your incident response capabilities, processes and tooling.	You'll receive tactical, action-oriented remediation steps to address the weaknesses, gaps and vulnerabilities discovered during Tabletop exercises.

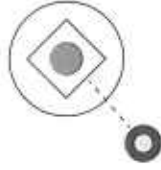
Cyber Risk Management Services Breach Readiness Review



▲ INDEX

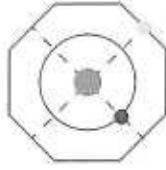
BREACH READINESS REVIEW: BENEFITS

When it comes to cybersecurity breaches, it's not a matter of if, but when...



Enhance your ability to respond to attacks

Gain practical recommendations and proven tactics to improve your organization's ability to quickly and effectively minimize the impact of a breach.



Review your current readiness status

Highlight gaps and identify areas to improve your readiness and strengthen your overall defense capabilities.

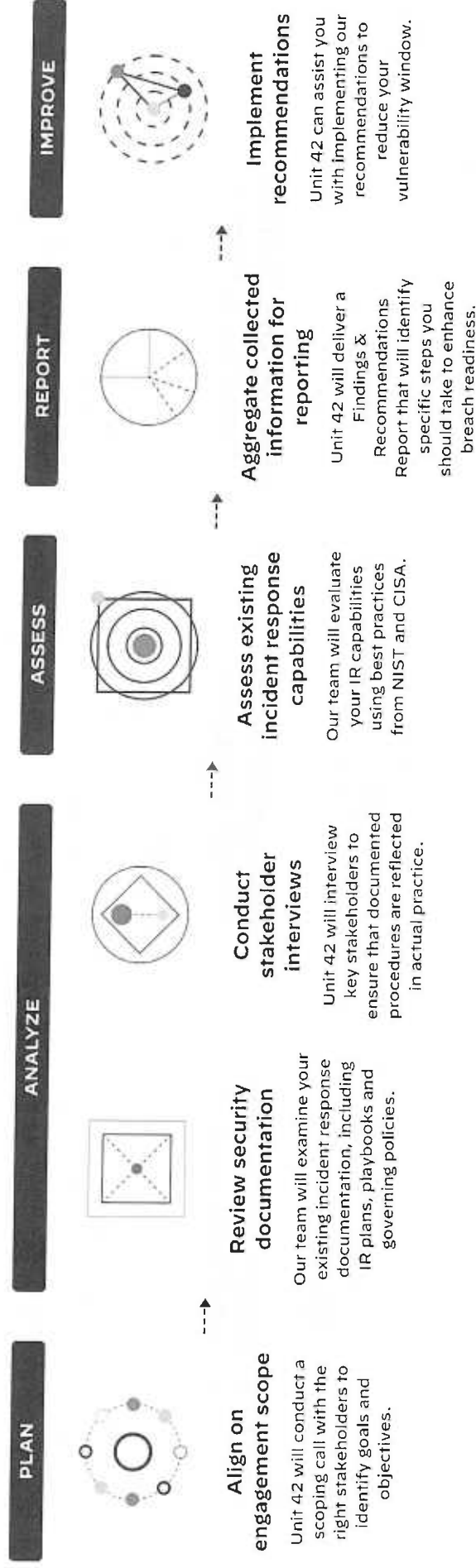


Improve your incident response program

Build a practical program that will increase your breach readiness, improve your incident response and strengthen your overall cyber defense.

BREACH READINESS REVIEW: METHODOLOGY

Gain insight into your organization's breach response capabilities



BREACH READINESS REVIEW: SERVICE FEATURES

A Breach Readiness Review shows what immediate steps you can take to improve how you respond to a breach.

EXECUTIVE SUMMARY	FINDINGS & RECOMMENDATIONS REPORT	INCIDENT RESPONSE "GO BOOK"	EXPERT IMPLEMENTATION SUPPORT
You'll receive an executive-level summary of our findings and recommendations for improving your organization's overall breach readiness. Unit 42 experts can also provide a live Executive Summary presentation if requested.	Our team will highlight your greatest risks and provide specific recommendations to limit these threats. Findings and recommendations will be prioritized based on your organization's unique risk tolerance, resources and strategy.	You'll get a tailored internal "Go Book" summarizing the critical information gathered during the review. This document will also outline how to best coordinate incident response activities between Unit 42 and your organization, should you need our help if a breach occurs.	When applicable, Unit 42 can provide expert support as you take remedial actions to improve your defenses against a breach.

paloalto
UNIVERSITY

Thermostats: N/A.
A majority of electrical equipment has been replaced with the more efficient energy conserving devices.

The logging, monitoring, and alerting capabilities of Active Inc. are not sufficiently enabling the organization to analyze security event log data from a variety of log sources to identify suspicious, unusual, and inappropriate activity in the Active Inc. environment. Active Inc. should implement a tool that is capable of analyzing security event log data from all cases that should be considered to be critical or non-critical events. The tool should be able to

Other classified logs from a wide range of sources including systems, databases, applications, network devices, cloud sources and security technologies should be aggregated in the battle-hardened and audited historical data store to ensure it aligns with industry standards (e.g., NIST's [https://nistsp-800-92.pdf](https://nvlpubs.nist.gov/nistpubs/SP/nistsp-800-92.pdf) article, <https://www.nist.gov/ia/ia.htm> article, <https://www.nist.gov/ia/ia.htm> article) and having all relevant information made available to the analyst on 11 years.

Provides details on scope of engagement and details on high level risks identified during engagement.

Unit 42 translated our observations into actionable recommendations that should be utilized by Acme Inc. to achieve higher cybersecurity maturity. Additionally, Unit 42 included output specific details, where applicable.

Security Type	Minimum > Expected in 10-15 years	SEC COM-LE
Observation: During interviews with Acmu sec. security staff, it was determined that there does not seem the capacity to monitor network and security activities on a 24/7 basis. It is possible that the P-1 hiring strategy in place as well as discussions internally on how to resolve this, but the fact is that they are not being performed by the security team in additional their regular day-to-day job.		

Further consideration should be given to the requirements of partnering with a third party to perform these functions, once the regular 45-minutes are completed. The third party SOC and NOC services can help ease some capabilities of the 24/7 monitoring and alerting. While third-party support can specifically assist in the evaluation of alerting and remediation, escalation processes should be evaluated.

INDEX

Include impact, level of effort, and number of FTE for completion.



Scenario/Topic	Duration (Hours)	Number of Members in the Scenario	Page Count
Observations: During interviews with Acme Inc. security staff, it was determined that there is no formal cyber security incident response team (CSIRT). There is a formal process in place for a CSIRT team to follow; however, membership within the CSIRT is not defined within this process and CSIRT members are selected on an ad hoc basis based on the incident. It was discussed that the formalization of CSIRT team membership is underway.			

- CRT used in manufacturing (2003/04)
- Product improvements
- Low incident responder
- Staffed call centers for front-line customer service, sales etc.

© 1999-2003 IBM

- The CIRT should have a formalized charter for when the team should come together in the event of an incident and at what severity level that involvement becomes necessary. The CIRT team will be responsible for bridging the communications gap between the Acme Inc. security team and the rest of the organization in the event of an incident.

CGI trading desks and advisors in the United States, a key member of market-making efforts for many years, is set to depart the firm in late 2007. In 2006, CIB and CIB members shared the highest order flow in the U.S. market for all derivatives.

palto
SINCE 1982

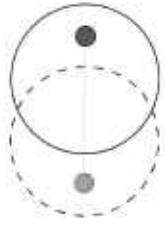
Cyber Risk Management Services Attack Surface Assessment



▲ INDEX

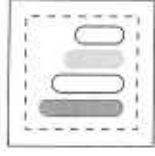
ATTACK SURFACE ASSESSMENT: BENEFITS

See your attack surface through the eyes of an attacker



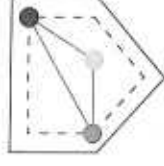
Improve security outcomes

See yourself from an attacker's viewpoint and remediate issues before they can be exploited.



Reduce risk scores and increase compliance

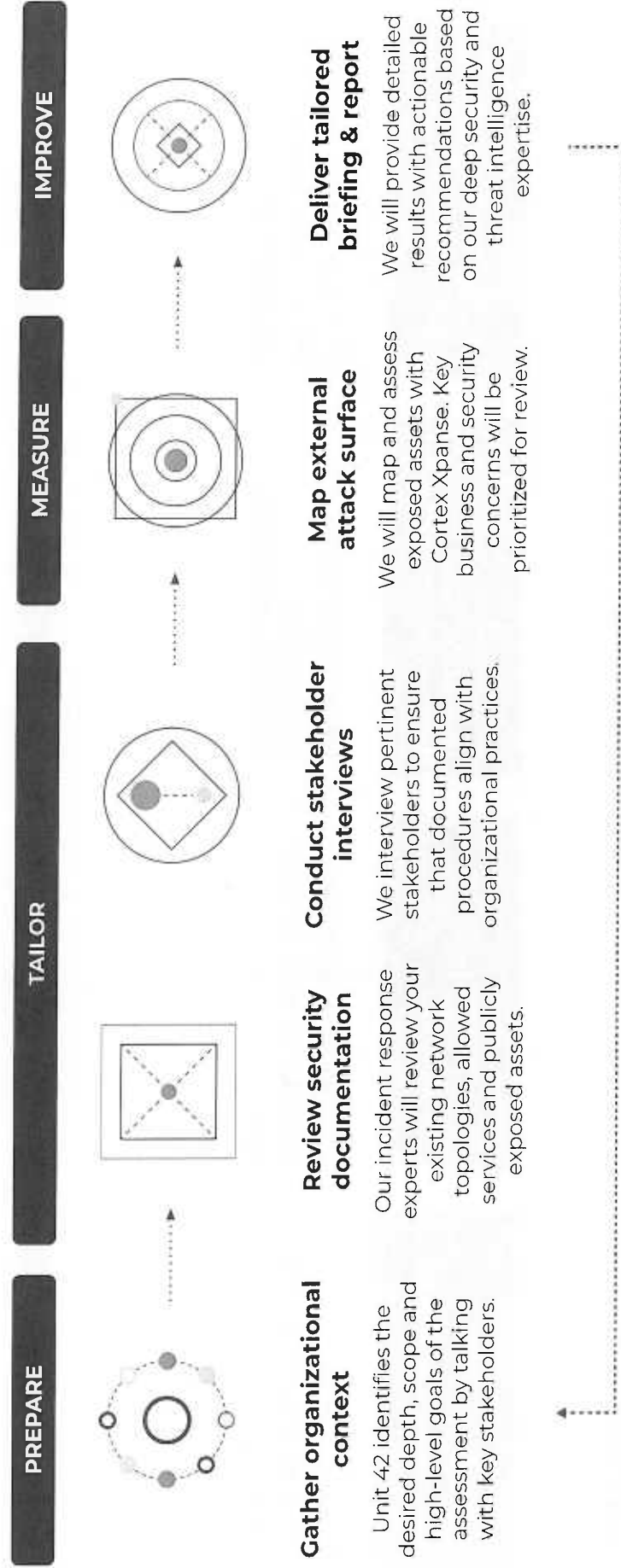
Show measurable progress for regulators, clients, board members, and other stakeholders.



Simplify attack surface management (ASM)

Fixed pricing with no need for implementation planning, hiring and retaining full-time security staff, agent deployments or aggressive scanning.

Streamline attack surface management with Unit 42 expertise



ATTACK SURFACE ASSESSMENT: SERVICE FEATURES

Find previously unknown assets, identify vulnerabilities and security gaps, and get prioritized recommendations to reduce risk across your organization.

EXPERT ATTACK SURFACE ANALYSIS	ATTACK SURFACE FINDINGS	PRIORITIZED REMEDIATION RECOMMENDATIONS	SECURITY POSTURE MANAGEMENT
Triaged findings enriched with threat intelligence.	Comprehensive view of your attack surface risk.	Reduce risk with actionable recommendations.	Track progress over time with periodic assessments.

ATTACK SURFACE ASSESSMENT: SAMPLE DELIVERABLES

Cortex Xpanse Attack Surface Map

Point-in-time assessment to track, validate, and report on unknown risks in your attack surface.



Table of contents

Executive summary

Background

Summary of findings

- Exposed Insecure Confluence Instance (Version 7.12.4)
- Exposed WordPress Server Administrative Interface (cPanel)
- Exposed Insecure OpenSSH services (67 issues)
- Exposed Server Message Block (SMB) services (29 issues)

Key Themes

- Backends concerns
- Security concerns
- Current mitigations and controls

Summary of Xpanse findings by Severity and Issue Type

Table 1: Issue breakdown by severity

Table 2: Unapproved cloud provider percentage of client assets

Expert Findings

Detailed report highlighting risks in your attack surface, with prioritized remediation recommendations.

CSP	Percentage of client assets
Microsoft Azure	7 percent
Akamai	5 percent
Alibaba Cloud	2 percent
Comcast	2 percent
Oracle	2 percent
Google	2 percent

Cloud Service Provider (CSP) Identification

Map your cloud infrastructure, including previously unknown and unprotected assets.

Incident Response Services Incident Response



▲ INDEX

INCIDENT RESPONSE: BENEFITS

Every second counts when responding to an attack. Put us on speed dial.



Jumpstart your investigation in minutes

No need to start from scratch every time. With Unit 42 on retainer, you can quickly jumpstart an intelligence-led investigation, deploying best-in-class tools within minutes to contain threats and gather the evidence needed to fully analyze the incident.



Confidence the threat is fully remediated

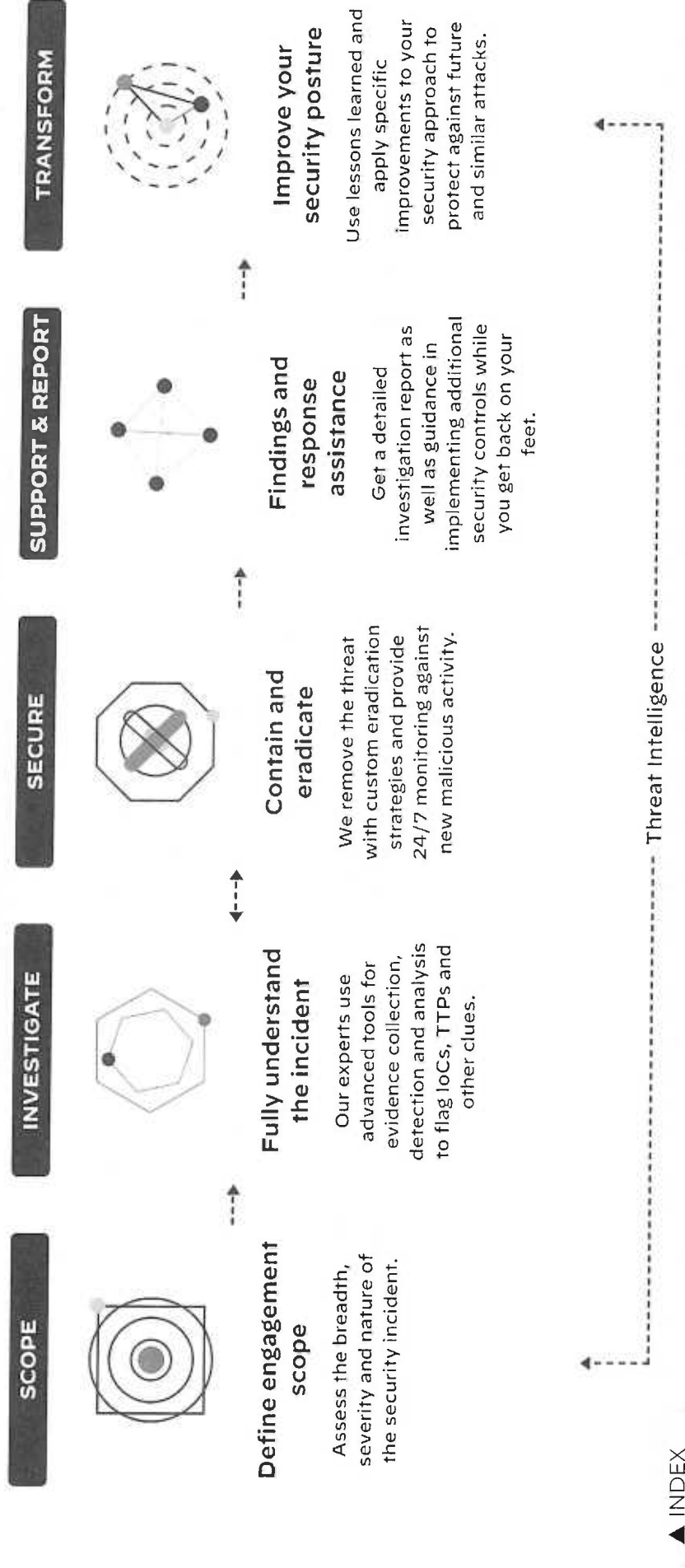
If you don't identify the root cause, the adversary will be back again in no time. We have responded to thousands of cases, so we've seen incidents like yours before. Our experts will give you confidence that each incident has been completely remediated.



Forensically defensible reporting

Unit 42's leaders have decades of experience working with cyber insurance carriers and legal counsel. We know what to report and how to report it to ensure the best privilege protections in the event of litigation.

An intelligence-driven approach to incident response



INCIDENT RESPONSE: SERVICE FEATURES

Unit 42 is your trusted advisor before, during and after a breach. We perform more than 1,000 investigations each year. Below are the most common types we see:

RANSOMWARE INVESTIGATION & NEGOTIATION	CLOUD INCIDENT RESPONSE	ADVANCED PERSISTENT THREATS	BUSINESS EMAIL COMPROMISE	WEB APPLICATION ATTACKS
When your files and applications are inaccessible due to a ransomware attack, Unit 42 can step in to help investigate and respond so that you can restore operations quickly. And while we hope you never need it, we can help negotiate ransoms on your behalf.	Turn to our experts for a swift, thorough resolution of a cloud breach. Vulnerabilities and misconfigurations can leave cloud infrastructure or internet-connected apps and data exposed. We'll contain the incident, assess the impact and then help secure your cloud by leveraging best-in-class tools like Prisma Cloud .	Responding to sophisticated attacks from well-resourced adversaries requires deep knowledge of attacker tactics, techniques and procedures. Our world-class threat intelligence and advanced tools like Cortex XDR allow our experts to respond quickly at enterprise scale.	Unauthorized access to your email systems can wreak havoc. If your organization is a victim of business email compromise, Unit 42 can contain the breach, investigate and implement a strategic recovery plan.	If you suspect your web application has been compromised, Unit 42 can help contain the incident, mitigate losses, and investigate and implement safeguards to prevent future attacks.

palcoalto

On December 2, 2012, NYZ Company ("NYZ") identified a security vulnerability in its information system that caused it to be unable to access its database. The vulnerability was caused by a software update that NYZ had installed on its database server. The update was intended to improve the performance of the database, but it caused the database to become inaccessible. NYZ immediately notified its customers of the problem and provided them with instructions on how to access their data. NYZ also notified the relevant government agencies and the public of the problem. NYZ was able to resolve the problem within a few hours and restore access to its database. NYZ has since implemented additional security measures to prevent such incidents from occurring again.

4. The time response was 1000 Hz. Time 2.2 corresponds to the first 1000 Hz.
5. 2000 Hz and 4000 Hz.
6. 5000 Hz. Current density J (A/m²) is proportional to the square of the magnetic field B (magnetic induction of the magnet) and to the distance r (m) from the magnet to the sample.

Table 2 identified weekly and univariate activity within the NZ network between October 31, 2019, and December 6, 2020. Based on the data available, the NZ network did not exhibit the call pattern that was observed beginning on October 31, 2019, at 04:35:31, until the 1007:38:39 pattern, when the network began exhibiting the 1007:38:39 pattern. The network did not exhibit the 1007:38:39 pattern until the third week of the outbreak (October 13, 2020). The network did not exhibit the 1007:38:39 pattern until the third week of the outbreak (October 13, 2020). The network did not exhibit the 1007:38:39 pattern until the third week of the outbreak (October 13, 2020).

^a Population characteristics data were obtained from the 2002 Census of the United States by zip code.

[illegible]

Factual background information on the investigation including the scope, objectives, and summary of findings.

INDEX

(b) A detailed evidence that batch scripts were created during the period of compromise for delivery and transmission via the NXZ network, scripts to delete and animal activation, and other activity that, together, appear to be part of a larger effort to compromise the system. The scripts were designed to be performed on a regular basis, and the scripts were designed to be performed on a regular basis, and the scripts were designed to be performed on a regular basis.

1994 and 1995). ETRIP is a directory approximately 100 GB of data from the first-visit system on file number 0, 1995. The first visit also accessed directories and files during the time frame of the investigation. Unit 42 provided a listing of these directories and files to NYZ and Law Enforcement. Many of these directories were maintained by NYZ to be part of the buying of files and folders that were identified by the third sector as illegally being extracted from the NYZ network prior to the ransomware attack.

- The threat actor moved the HOST-019 system and external storage and logs on May 24, when a threat actor moved the HOST-019 system and external storage and logs on May 24, when a threat actor moved the HOST-019 system and external storage and logs on May 24.

LINE 32 identified evidence that the TOR ATM accessed the HOST-ANS system via RDP from external IP addresses that resolved to TOR ATM nodes on December 6, 2006, 09:02:37. The RDP session was initiated by the TOR ATM node 10.10.10.100, which was connected to a remote access card with the name of a commercial VPN provider. The RDP session was initiated in a remote-access directory page, at 10.10.10.10, the IP address for the Virtual Backup Server named "sploosha.vbs", which is secured "sploosha.vbs", and created a remote backdoor connected to a "sploosha.vbs".

.....

Until it found evidence that the threat actor cleared event logs, the referee, Chase, was unable to get a complete picture of the threat actor's activities surrounding this activity.

Editorial

The deliverable also includes details of the investigation including detailed analysis of attack techniques and timelines based on collected evidence.

In addition to specific details, Impacted Accounts

- Network Indicators (IP and URL)
- Host Based Indicators
- Data and Systems Accessed

palcoalto

On December 2, 2012, NYZ Company ("NYZ") identified a security vulnerability in its information system that caused it to be unable to access its database of customer information. After extensive efforts, including assistance from its information technology vendor, NYZ was unable to access the database for several days. NYZ was unable to access the database for several days, which caused it to be unable to process orders and to provide customer support. NYZ was unable to access the database for several days, which caused it to be unable to process orders and to provide customer support. NYZ was unable to access the database for several days, which caused it to be unable to process orders and to provide customer support.

[illegible]

Table 2 identified weekly and univariate activity within the NZ network between October 31, 2019, and December 6, 2020. Based on the data available, the NZ network did not exhibit the call pattern that was observed beginning on October 31, 2019, at 4:30 PM, until the 1007:30 PM period, when the network began exhibiting the call pattern that was observed beginning on October 31, 2019, at 4:30 PM. The first three call events were identified as "Solid" and the third call event occurred on October 31, 2019, at 4:30 PM.

^aPopulation characteristics data were obtained from the 2002 Census of Population and Housing, American Indian and Alaska Native population by sex, age, race, and marital status.

[illegible]

Factual background information on the investigation including the scope, objectives, and summary of findings.

INDEX

[illegible]

© 2004 Blackwell Publishing Ltd, *Journal of Internal Medicine* 255: 103–110

[illegible]

Table 4. Total Mass (mg/kg)

Ref. No.	Year	Issue
FFH-0010-000	2000	Volume

Category	Year	Value	Unit	Notes
Category 1	2017-18	10,000,000.00	USD	Category 1
	2018-19	12,000,000.00	USD	Category 1
Category 2	2019-20	15,000,000.00	USD	Category 2
	2020-21	18,000,000.00	USD	Category 2
Category 3	2021-22	20,000,000.00	USD	Category 3
	2022-23	22,000,000.00	USD	Category 3
Category 4	2023-24	24,000,000.00	USD	Category 4
	2024-25	26,000,000.00	USD	Category 4
Category 5	2025-26	28,000,000.00	USD	Category 5
	2026-27	30,000,000.00	USD	Category 5
Category 6	2027-28	32,000,000.00	USD	Category 6
	2028-29	34,000,000.00	USD	Category 6
Category 7	2029-30	36,000,000.00	USD	Category 7
	2030-31	38,000,000.00	USD	Category 7
Category 8	2031-32	40,000,000.00	USD	Category 8
	2032-33	42,000,000.00	USD	Category 8
Category 9	2033-34	44,000,000.00	USD	Category 9
	2034-35	46,000,000.00	USD	Category 9
Category 10	2035-36	48,000,000.00	USD	Category 10
	2036-37	50,000,000.00	USD	Category 10
Category 11	2037-38	52,000,000.00	USD	Category 11
	2038-39	54,000,000.00	USD	Category 11
Category 12	2039-40	56,000,000.00	USD	Category 12
	2040-41	58,000,000.00	USD	Category 12
Category 13	2041-42	60,000,000.00	USD	Category 13
	2042-43	62,000,000.00	USD	Category 13
Category 14	2043-44	64,000,000.00	USD	Category 14
	2044-45	66,000,000.00	USD	Category 14
Category 15	2045-46	68,000,000.00	USD	Category 15
	2046-47	70,000,000.00	USD	Category 15
Category 16	2047-48	72,000,000.00	USD	Category 16
	2048-49	74,000,000.00	USD	Category 16
Category 17	2049-50	76,000,000.00	USD	Category 17
	2050-51	78,000,000.00	USD	Category 17
Category 18	2051-52	80,000,000.00	USD	Category 18
	2052-53	82,000,000.00	USD	Category 18
Category 19	2053-54	84,000,000.00	USD	Category 19
	2054-55	86,000,000.00	USD	Category 19
Category 20	2055-56	88,000,000.00	USD	Category 20
	2056-57	90,000,000.00	USD	Category 20
Category 21	2057-58	92,000,000.00	USD	Category 21
	2058-59	94,000,000.00	USD	Category 21
Category 22	2059-60	96,000,000.00	USD	Category 22
	2060-61	98,000,000.00	USD	Category 22
Category 23	2061-62	100,000,000.00	USD	Category 23
	2062-63	102,000,000.00	USD	Category 23
Category 24	2063-64	104,000,000.00	USD	Category 24
	2064-65	106,000,000.00	USD	Category 24
Category 25	2065-66	108,000,000.00	USD	Category 25
	2066-67	110,000,000.00	USD	Category 25
Category 26	2067-68	112,000,000.00	USD	Category 26
	2068-69	114,000,000.00	USD	Category 26
Category 27	2069-70	116,000,000.00	USD	Category 27
	2070-71	118,000,000.00	USD	Category 27
Category 28	2071-72	120,000,000.00	USD	Category 28
	2072-73	122,000,000.00	USD	Category 28
Category 29	2073-74	124,000,000.00	USD	Category 29
	2074-75	126,000,000.00	USD	Category 29
Category 30	2075-76	128,000,000.00	USD	Category 30
	2076-77	130,000,000.00	USD	Category 30
Category 31	2077-78	132,000,000.00	USD	Category 31
	2078-79	134,000,000.00	USD	Category 31
Category 32	2079-80	136,000,000.00	USD	Category 32
	2080-81	138,000,000.00	USD	Category 32
Category 33	2081-82	140,000,000.00	USD	Category 33
	2082-83	142,000,000.00	USD	Category 33
Category 34	2083-84	144,000,000.00	USD	Category 34
	2084-85	146,000,000.00	USD	Category 34
Category 35	2085-86	148,000,000.00	USD	Category 35
	2086-87	150,000,000.00	USD	Category 35
Category 36	2087-88	152,000,000.00	USD	Category 36
	2088-89	154,000,000.00	USD	Category 36
Category 37	2089-90	156,000,000.00	USD	Category 37
	2090-91	158,000,000.00	USD	Category 37
Category 38	2091-92	160,000,000.00	USD	Category 38
	2092-93	162,000,000.00	USD	Category 38
Category 39	2093-94	164,000,000.00	USD	Category 39
	2094-95	166,000,000.00	USD	Category 39
Category 40	2095-96	168,000,000.00	USD	Category 40
	2096-97	170,000,000.00	USD	Category 40
Category 41	2097-98	172,000,000.00	USD	Category 41
	2098-99	174,000,000.00	USD	Category 41
Category 42	2099-00	176,000,000.00	USD	Category 42
	2100-01	178,000,000.00	USD	Category 42
Category 43	2101-02	180,000,000.00	USD	Category 43
	2102-03	182,000,000.00	USD	Category 43
Category 44	2103-04	184,000,000.00	USD	Category 44
	2104-05	186,000,000.00	USD	Category 44
Category 45	2105-06	188,000,000.00	USD	Category 45
	2106-07	190,000,000.00	USD	Category 45
Category 46	2107-08	192,000,000.00	USD	Category 46
	2108-09	194,000,000.00	USD	Category 46
Category 47	2109-10	196,000,000.00	USD	Category 47
	2110-11	198,000,000.00	USD	Category 47
Category 48	2111-12	200,000,000.00	USD	Category 48
	2112-13	202,000,000.00	USD	Category 48
Category 49	2113-14	204,000,000.00	USD	Category 49
	2114-15	206,000,000.00	USD	Category 49
Category 50	2115-16	208,000,000.00	USD	Category 50
	2116-17	210,000,000.00	USD	Category 50
Category 51	2117-18	212,000,000.00	USD	Category 51
	2118-19	214,000,000.00	USD	Category 51
Category 52	2119-20	216,000,000.00	USD	Category 52
	2120-21	218,000,000.00	USD	Category 52
Category 53	2121-22	220,000,000.00	USD	Category 53
	2122-23	222,000,000.00	USD	Category 53
Category 54	2123-24	224,000,000.00	USD	Category 54
	2124-25	226,000,000.00	USD	Category 54
Category 55	2125-26	228,000,000.00	USD	Category 55
	2126-27	230,000,000.00	USD	Category 55
Category 56	2127-28	232,000,000.00	USD	Category 56
	2128-29	234,000,000.00	USD	Category 56
Category 57	2129-30	236,000,000.00	USD	Category 57
	2130-31	238,000,000.00	USD	Category 57
Category 58	2131-32	240,000,000.00	USD	Category 58
	2132-33	242,000,000.00	USD	Category 58
Category 59	2133-34	244,000,000.00	USD	Category 59
	2134-35	246,000,000.00	USD	Category 59
Category 60	2135-36	248,000,000.00	USD	Category 60
	2136-37	250,000,000.00	USD	Category 60
Category 61	2137-38	252,000,000.00	USD	Category 61
	2138-39	254,000,000.00	USD	Category 61
Category 62	2139-40	256,000,000.00	USD	Category 62
	2140-41	258,000,000.00	USD	Category 62
Category 63	2141-42	260,000,000.00	USD	Category 63
	2142-43	262,000,000.00	USD	Category 63
Category 64	2143-44	264,000,000.00	USD	Category 64
	2144-45	266,000,000.00	USD	Category 64
Category 65	2145-46	268,000,000.00	USD	Category 65
	2146-47	270,000,000.00	USD	Category 65
Category 66	2147-48	272,000,000.00	USD	Category 66
	2148-49	274,000,000.00	USD	Category 66
Category 67	2149-50	276,000,000.00	USD	Category 67
	2150-51	278,000,000.00	USD	Category 67
Category 68	2151-52	280,000,000.00	USD	Category 68
	2152-53	282,000,000.00	USD	Category 68
Category 69	2153-54	284,000,000.00	USD	Category 69
	2154-55	286,000,000.00	USD	Category 69
Category 70	2155-56	288,000,000.00	USD	Category 70
	2156-57	290,000,000.00	USD	Category 70
Category 71	2157-58	292,000,000.00	USD	Category 71
	2158-59	294,000,000.00	USD	Category 71
Category 72	2159-60	296,000,000.00	USD	Category 72
	2160-61	298,000,000.00	USD	Category 72
Category 73	2161-62	300,000,000.00	USD	Category 73
	2162-63	302,000,000.00	USD	Category 73
Category 74	2163-64	304,000,000.00	USD	Category 74
	2164-65	306,000,000.00	USD	Category 74
Category 75	2165-66	308,000,000.00	USD	Category 75
	2166-67	310,000,000.00	USD	Category 75
Category 76	2167-68	312,000,000.00	USD	Category 76
	2168-69	314,000,000.00	USD	Category 76
Category 77	2169-70	316,000,000.00	USD	Category 77
	2170-71	318,000,000.00	USD	Category 77
Category 78	2171-72	320,000,000.00	USD	Category 78
	2172-73	322,000,000.00	USD	Category 78
Category 79	2173-74	324,000,000.00	USD	Category 79
	2174-75	326,000,000.00	USD	Category 79
Category 80	2175-76	328,000,000.00	USD	Category 80
	2176-77	330,000,000.00	USD	Category 80
Category 81	2177-78	332,000,000.00	USD	Category 81
	2178-79	334,000,000.00	USD	Category 81
Category 82	2179-80	336,000,000.00	USD	Category 82
	2180-81	338,000,000.00	USD	Category 82
Category 83	2181-82	340,000,000.00	USD	Category 83
	2182-83	342,000,000.00	USD	Category 83
Category 84	2183-84	344,000,000.00	USD	Category 84
	2184-85	346,000,000.00	USD	Category 84
Category 85	2185-86	348,000,000.00	USD	Category 85
	2186-87	350,000,000.00	USD	Category 85
Category 86	2187-88	352,000,000.00	USD	Category 86
	2188-89	354,000,000.00	USD	Category 86
Category 87	2189-90	356,000,000.00	USD	Category 87
	2190-91	358,000,000.00	USD	Category 87
Category 88	2191-92	360,000,000.00	USD	Category 88
	2192-93	362,000,000.00	USD	Category 88
Category 89	2193-94	364,000,000.00	USD	Category 89
	2194-95	366,000,000.00	USD	Category 89
Category 90	2195-96	368,000,000.00	USD	Category 90
	2196-97	370,000,000.00	USD	Category 90
Category 91	2197-98	372,000,000.00	USD	Category 91
	2198-99	374,000,000.00	USD	Category 91
Category 92	2199-00	376,000,000.00	USD	Category 92
	2200-01	378,000,000.00	USD	Category 92
Category 93	2201-02	380,000,000.00	USD	Category 93
	2202-03	382,000,000.00	USD	Category 93
Category 94	2203-04	384,000,000.00	USD	Category 94
	2204-05	386,000,000.00	USD	Category 94
Category 95	2205-06	388,000,000.00	USD	Category 95
	2206-07	390,000,000.00	USD	Category 95
Category 96	2207-08	392,000,000.00	USD	Category 96
	2208-09	394,000,000.00	USD	Category 96
Category 97	2209-10	396,000,000.00	USD	Category 97
	2210-11	398,000,000.00	USD	Category 97
Category 98	2211-12	400,000,000.00	USD	Category 98
	2212-13	402,000,000.00	USD	Category 98
Category 99	2213-14	404,000,000.00	USD	Category 99
	2214-15	406,000,000.00	USD	Category 99
Category 100	2215-16	408,000,000.00	USD	Category 100
	2216-17	410,000,000.00	USD	Category 100
Category 101	2217-18	412,000,000.00	USD	Category 101
	2218-19	414,000,000.00	USD	Category 101
Category 102	2219-20	416,000,000.00	USD	Category 102
	2220-21	418,000,000.00	USD	Category 102
Category 103	2221-22	420,000,000.00	USD	Category 103
	2222-23	422,000,000.00	USD	Category 103
Category 104	2223-24	424,000,000.00	USD	Category 104
	2224-25	426,000,000.00	USD	Category 104
Category 105	2225-26	428,000,000.00	USD	Category 105
	2226-27	430,000,000.00	USD	Category 105
Category 106	2227-28	432,000,000.00	USD	Category 106
	2228-29	434,000,000.00	USD	Category 106
Category 107	2229-30	436,000,000.00	USD	Category 107
	2230-31	438,000,000.00	USD	Category 107
Category 108	2231-32	440,000,000.00	USD	Category 108
	2232-33	442,000,000.00	USD	Category 108
Category 109	2233-34	444,000,000.00	USD	Category 109
	2234-35	446,000,000.00	USD	Category 109
Category 110	2235-36	448,000,000.00	USD	Category 110
	2236-37	450,000,000.00	USD	Category 110
Category 111	2237-38	452,000,000.00	USD	Category 111

^a *Using 4.2 was unable to determine if some funds had indicators of compromise due to limited data availability on systems view of our servers.

Incident Response Services Incident Response Plan Development & Review



▲ INDEX

INCIDENT RESPONSE PLAN DEVELOPMENT & REVIEW: BENEFITS

Avoid panic and minimize the damage when a cyberattack occurs



Align your IR plan to your organizational goals

Utilize our security consulting expertise with boards and CISOs to develop an actionable Incident Response Plan tailored to your organizational structure, priorities and risk tolerance.



Streamline IR processes with industry best practices

Using a methodology that integrates our frontline experience investigating advanced threats with guidance from leading security standards, you will develop incident response documentation and processes aligned with industry best practices.



Demonstrate compliance

Unit 42™ can help your organization achieve compliance with incident response regulatory requirements or voluntary frameworks.

An industry best-practice approach to a solid Incident Response Plan



INCIDENT RESPONSE PLAN DEVELOPMENT & REVIEW: SERVICE FEATURES

Create comprehensive incident response documentation that aligns with industry best practices, regulatory requirements, and your organization's unique needs by taking advantage of our Incident Response Plan Development and Review service.

INCIDENT RESPONSE PLAN

Develop an actionable incident response plan tailored and aligned specifically to your organization's resource structure, priorities and unique cybersecurity risks by leveraging industry best practices, frameworks and guidance from Unit 42.

SUPPORTING GOVERNANCE DOCUMENTATION

Establish governance for executing incident response processes and workflows by utilizing policies drafted by Unit 42 tailored to your priorities, organizational structure, and risk tolerance.

TACTICAL PLAYBOOKS

Utilize detailed incident response playbooks with prescriptive steps to effectively respond to common attack types, such as business email compromise, ransomware, etc. These playbooks leverage the deep knowledge of our incident response experts on how to triage security incidents successfully.

IR STAKEHOLDER BRIEFING

Unit 42 will brief your incident response stakeholders on the new or enhanced incident response plan and supporting documentation, ensuring your team is ready to start using the plan when an incident occurs.

INCIDENT RESPONSE PLAN DEVELOPMENT & REVIEW: SAMPLE DELIVERABLES

[illegible]

Full Incident Response Plan

A brief description of the content, length and format goes here.

▲ INDEX

palalto® | ρ UNIT 42

Acme Industries Incident Response Methodology

Acme Industries is committed to keeping its incident response activities that are in alignment with industry best practices up to date. Given the recent increase in incidents outlined in the above section of this Incident Response Plan, Acme Industries has begun the Incident Response methodology with the incorporation of the following changes:

- The Incident Response Plan will be updated to reflect the current state of the technology (NIST 800-61) and industry practices regarding logging.

Preparation

Preparing for incidents requires a variety of planning, including the development of a plan, the identification of resources, the identification of roles and responsibilities, the identification of the incident response team, and the identification of the incident response process. The following are the key components of the incident response process:

- Preparation team
- Preparation team
- Preparation team
- Preparation team
- Preparation team

Detection and Analysis

Incidents are detected and analyzed through a variety of methods, including the use of intrusion detection systems, network monitoring, and other tools. The following are the key components of the detection and analysis process:

- Incident detection and analysis
- Incident detection and analysis
- Incident detection and analysis
- Incident detection and analysis
- Incident detection and analysis

The table below lists the types of incidents and indicates that Acme Industries uses the following incident response process:

Incident Type	Incident Response Process
Malware	Incident Response Process
Phishing	Incident Response Process
Denial of Service	Incident Response Process
Insider Threat	Incident Response Process
Supply Chain	Incident Response Process
Third-Party	Incident Response Process

Incident Response Plan

Following the handling of the incident, the incident response team will conduct a post-mortem analysis and identify the root cause of the incident. The following are the key components of the incident response process:

palalto®

© 2023 Palalto Inc. All rights reserved.

Incident Response Methodology

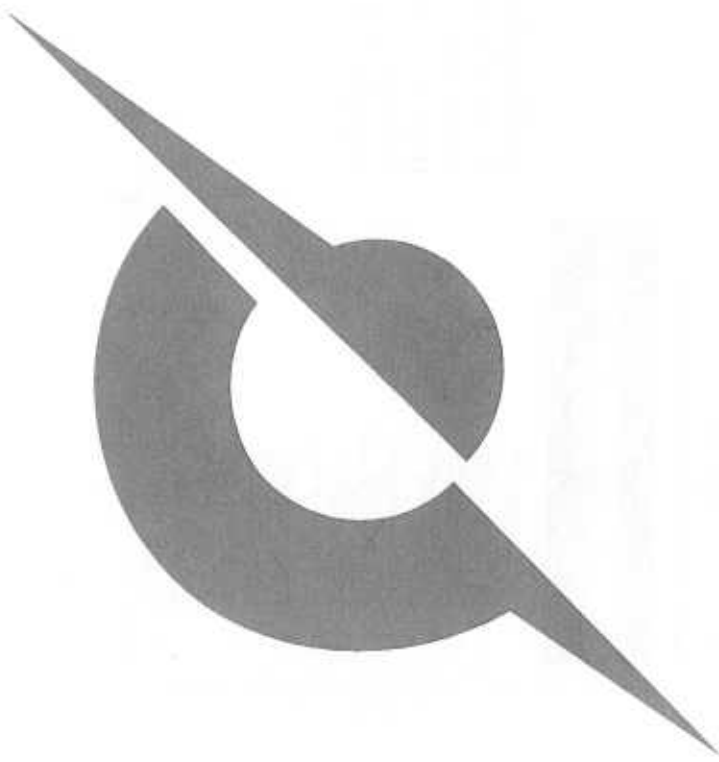
Highly customized methodology for Incident Response.

[illegible]

IRP Checklists

Incident Response Workbook templates created throughout the engagement.

Incident Response Services Expertise on Demand Retainer



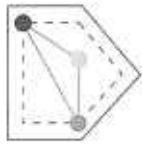
▲ INDEX

Avoid panic and minimize the damage when a cyberattack occurs



Align your IR plan to your organizational goals

Utilize our security consulting expertise with boards and CISOs to develop an actionable Incident Response Plan tailored to your organizational structure, priorities and risk tolerance.



Streamline IR processes with industry best practices

Using a methodology that integrates our frontline experience investigating advanced threats with guidance from leading security standards, you will develop incident response documentation and processes aligned with industry best practices.

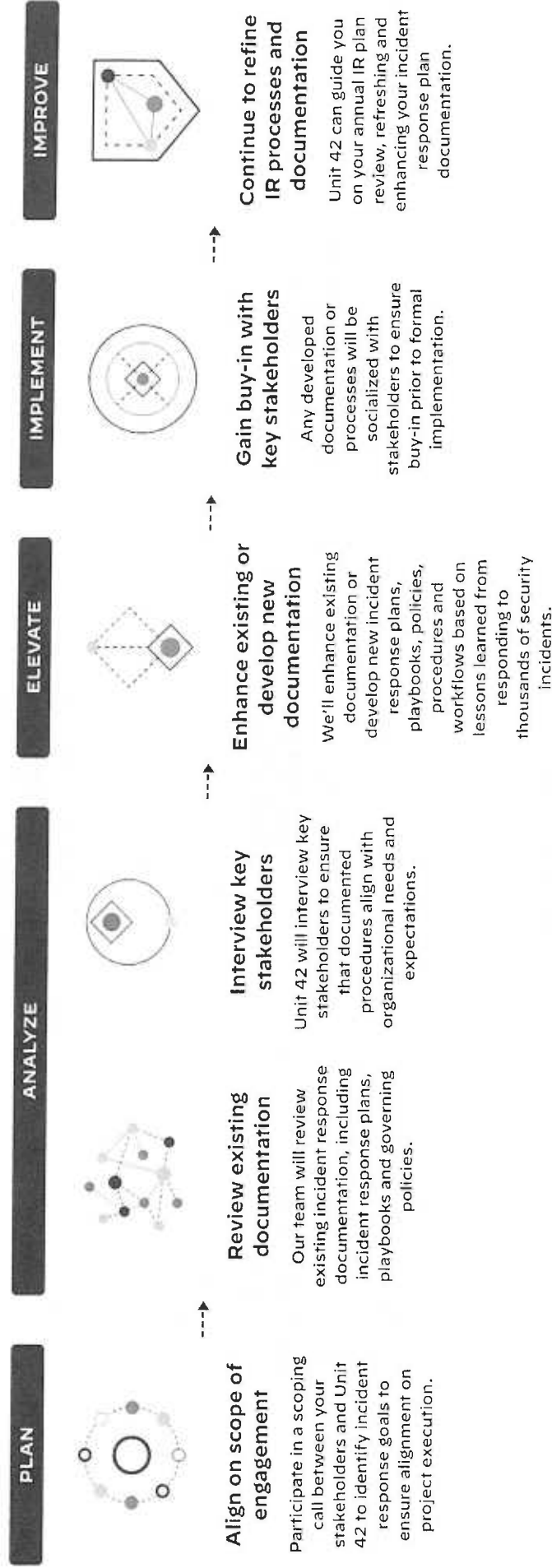


Demonstrate compliance

Unit 42™ can help your organization achieve compliance with incident response regulatory requirements or voluntary frameworks.

INCIDENT RESPONSE PLAN DEVELOPMENT & REVIEW: METHODOLOGY

An industry best-practice approach to a solid Incident Response Plan



▲ INDEX

INCIDENT RESPONSE PLAN DEVELOPMENT & REVIEW: SERVICE FEATURES

Create comprehensive incident response documentation that aligns with industry best practices, regulatory requirements, and your organization’s unique needs by taking advantage of our Incident Response Plan Development and Review service.

INCIDENT RESPONSE PLAN	SUPPORTING GOVERNANCE DOCUMENTATION	TACTICAL PLAYBOOKS	IR STAKEHOLDER BRIEFING
Develop an actionable incident response plan tailored and aligned specifically to your organization's resource structure, priorities and unique cybersecurity risks by leveraging industry best practices, frameworks and guidance from Unit 42.	Establish governance for executing incident response processes and workflows by utilizing policies drafted by Unit 42 tailored to your priorities, organizational structure, and risk tolerance.	Utilize detailed incident response playbooks with prescriptive steps to effectively respond to common attack types, such as business email compromise, ransomware, etc. These playbooks leverage the deep knowledge of our incident response experts on how to triage security incidents successfully.	Unit 42 will brief your incident response stakeholders on the new or enhanced incident response plan and supporting documentation, ensuring your team is ready to start using the plan when an incident occurs.

▲ INDEX

INCIDENT RESPONSE PLAN DEVELOPMENT & REVIEW: SAMPLE DELIVERABLES

palooza

UNIT 22

Table of contents

Business 101: From Idea to Action	1
Globalization: From Local to Global	2
Marketing: From Product to Promotion	3
Finance: From Profit to Loss	4
Human Resources: From Hire to Fire	5
Operations: From Process to Product	6
Technology: From Tool to Trend	7
Legal: From Law to Liability	8
Environmental: From Green to Greener	9
Health: From Wellness to Wellbeing	10
Education: From Classroom to Classroom	11
Arts and Culture: From Art to Artist	12
Science: From Discovery to Discovery	13
Food: From Food to Food	14
Travel: From Travel to Travel	15
Real Estate: From Home to Home	16
Automotive: From Car to Car	17
Aerospace: From Sky to Sky	18
Maritime: From Sea to Sea	19
Aviation: From Air to Air	20
Space: From Earth to Earth	21
Energy: From Power to Power	22
Telecommunications: From Call to Call	23
Media: From News to News	24
Entertainment: From Fun to Fun	25
Sports: From Game to Game	26
Religion: From Faith to Faith	27
Philosophy: From Thought to Thought	28
Politics: From Power to Power	29
Law: From Justice to Justice	30
Medicine: From Health to Health	31
Psychology: From Mind to Mind	32
Sociology: From Society to Society	33
Anthropology: From Culture to Culture	34
Geography: From Map to Map	35
History: From Past to Past	36
Archaeology: From Dig to Dig	37
Linguistics: From Word to Word	38
Mathematics: From Number to Number	39
Physics: From Matter to Matter	40
Chemistry: From Element to Element	41
Biology: From Life to Life	42
Environmental Science: From Nature to Nature	43
Geology: From Earth to Earth	44
Astronomy: From Star to Star	45
Metallurgy: From Metal to Metal	46
Textiles: From Cloth to Cloth	47
Leather: From Hide to Hide	48
Wood: From Tree to Tree	49
Stone: From Rock to Rock	50
Glass: From Sand to Sand	51
Paper: From Tree to Tree	52
Plastic: From Oil to Oil	53
Rubber: From Latex to Latex	54
Metals: From Ore to Ore	55
Alloys: From Metal to Metal	56
Composites: From Fiber to Fiber	57
Polymers: From Plastic to Plastic	58
Adhesives: From Glue to Glue	59
Coatings: From Paint to Paint	60
Inks: From Pigment to Pigment	61
Dyes: From Color to Color	62
Flavors: From Taste to Taste	63
Fragrances: From Scent to Scent	64
Perfumes: From Bottle to Bottle	65
Cosmetics: From Makeup to Makeup	66
Skincare: From Cream to Cream	67
Beauty: From Hair to Hair	68
Fashion: From Style to Style	69
Design: From Sketch to Sketch	70
Architecture: From Plan to Plan	71
Engineering: From Design to Design	72
Manufacturing: From Factory to Factory	73
Construction: From Site to Site	74
Transportation: From Vehicle to Vehicle	75
Logistics: From Ship to Ship	76
Warehousing: From Storage to Storage	77
Distribution: From Store to Store	78
Retail: From Shelf to Shelf	79
Wholesale: From Bulk to Bulk	80
Procurement: From Buy to Buy	81
Sourcing: From Supplier to Supplier	82
Manufacturing: From Process to Process	83
Assembly: From Line to Line	84
Finishing: From Touch to Touch	85
Quality: From Check to Check	86
Control: From Plan to Plan	87
Improvement: From Change to Change	88
Innovation: From Idea to Idea	89
Research: From Lab to Lab	90
Development: From Prototype to Prototype	91
Testing: From Trial to Trial	92
Validation: From Proof to Proof	93
Deployment: From Release to Release	94
Support: From Help to Help	95
Training: From Course to Course	96
Documentation: From Manual to Manual	97
Compliance: From Rule to Rule	98
Security: From Risk to Risk	99
Privacy: From Data to Data	100
Accessibility: From User to User	101
Localization: From Region to Region	102
Globalization: From World to World	103
Internationalization: From Country to Country	104
Localization: From Language to Language	105
Globalization: From Culture to Culture	106
Internationalization: From Religion to Religion	107
Localization: From Ethnicity to Ethnicity	108
Globalization: From Nationality to Nationality	109
Internationalization: From Language to Language	110
Localization: From Culture to Culture	111
Globalization: From Religion to Religion	112
Internationalization: From Ethnicity to Ethnicity	113
Localization: From Nationality to Nationality	114
Globalization: From Language to Language	115
Internationalization: From Culture to Culture	116
Localization: From Religion to Religion	117
Globalization: From Ethnicity to Ethnicity	118
Internationalization: From Nationality to Nationality	119
Localization: From Language to Language	120
Globalization: From Culture to Culture	121
Internationalization: From Religion to Religion	122
Localization: From Ethnicity to Ethnicity	123
Globalization: From Nationality to Nationality	124
Internationalization: From Language to Language	125
Localization: From Culture to Culture	126
Globalization: From Religion to Religion	127
Internationalization: From Ethnicity to Ethnicity	128
Localization: From Nationality to Nationality	129
Globalization: From Language to Language	130
Internationalization: From Culture to Culture	131
Localization: From Religion to Religion	132
Globalization: From Ethnicity to Ethnicity	133
Internationalization: From Nationality to Nationality	134
Localization: From Language to Language	135
Globalization: From Culture to Culture	136
Internationalization: From Religion to Religion	137
Localization: From Ethnicity to Ethnicity	138
Globalization: From Nationality to Nationality	139
Internationalization: From Language to Language	140

Full Incident Response Plan

A brief description of the content, length and format goes here.

▲ INDEX

palatko **UNIT 42**

Acme Industries Incident Response Methodology

Acme Industries is a successful technology company. However, it has a history of being a target for cyberattacks. In the past, the company has experienced significant damage to its reputation and financial losses due to data breaches. As a result, the company has implemented a comprehensive incident response methodology to ensure that it is prepared to handle any future incidents. This methodology is designed to be proactive, reactive, and post-incident, ensuring that the company is able to respond quickly and effectively to any incident that may occur.

Prevention

Prevention is the first line of defense against cyberattacks.

Acme Industries invests in robust security measures, including firewalls, intrusion detection systems, and endpoint protection. Additionally, the company provides regular security training to all employees, ensuring that they are aware of the latest threats and how to avoid them. The company also conducts regular security audits to identify and address any vulnerabilities in its systems.

- Regular security audits
- Employee security training
- Regular software updates
- Strong password policies
- Multi-factor authentication

Detection and Analysis

Once a security incident is detected, the next step is to analyze the situation and determine the scope of the breach. This involves identifying the source of the attack, the systems affected, and the data that has been compromised. The company has a dedicated incident response team that is responsible for this task. The team uses a variety of tools and techniques to analyze the incident, including network traffic analysis, log analysis, and forensic analysis.

The table below lists the sources and indicators that Acme Industries uses to detect and respond to security incidents.

Source	Indicator
Network traffic analysis	Unusual network activity
Log analysis	Unusual login attempts
Endpoint protection	Malware detection
Security information and event management (SIEM)	Unusual system behavior

Incident Resolution

Prioritizing the handling of the incident is perhaps the most critical decision point in the incident handling process. Incidents should not be handled on a first-come, first-

palatko

Unit 42: Incident Response

Incident Response Methodology

Highly customized methodology for Incident Response.

C UNIT 42	
Ransomware Incident Checklist & Process Workflows #1	
Incident	Incident Handling & Mitigation Incident Response & Remediation Checklist: Ransomware
1.0	1.0 Detection & Identification Identify & Confirm
2.0	2.0 Assessment & Prioritization Assess & Prioritize
3.0	3.0 Containment & Eradication Contain & Eradicate
4.0	4.0 Recovery & Post-Incident Review Recover & Review
5.0	5.0 Reporting & Documentation Report & Document
6.0	6.0 Prevention & Improvement Prevent & Improve
7.0	7.0 Incident Response Plan Incident Response Plan
8.0	8.0 Incident Response Team Incident Response Team
9.0	9.0 Incident Response Process Incident Response Process
10.0	10.0 Incident Response Checklist Incident Response Checklist
11.0	11.0 Incident Response Workflow Incident Response Workflow
12.0	12.0 Incident Response Metrics Incident Response Metrics
13.0	13.0 Incident Response Tools Incident Response Tools
14.0	14.0 Incident Response Training Incident Response Training
15.0	15.0 Incident Response Exercises Incident Response Exercises
16.0	16.0 Incident Response Review Incident Response Review
17.0	17.0 Incident Response Improvement Incident Response Improvement
18.0	18.0 Incident Response Communication Incident Response Communication
19.0	19.0 Incident Response Coordination Incident Response Coordination
20.0	20.0 Incident Response Collaboration Incident Response Collaboration
21.0	21.0 Incident Response Partnership Incident Response Partnership
22.0	22.0 Incident Response Alliance Incident Response Alliance
23.0	23.0 Incident Response Network Incident Response Network
24.0	24.0 Incident Response Community Incident Response Community
25.0	25.0 Incident Response Ecosystem Incident Response Ecosystem
26.0	26.0 Incident Response Framework Incident Response Framework
27.0	27.0 Incident Response Standard Incident Response Standard
28.0	28.0 Incident Response Best Practice Incident Response Best Practice
29.0	29.0 Incident Response Guideline Incident Response Guideline
30.0	30.0 Incident Response Policy Incident Response Policy
31.0	31.0 Incident Response Procedure Incident Response Procedure
32.0	32.0 Incident Response Protocol Incident Response Protocol
33.0	33.0 Incident Response Plan Incident Response Plan
34.0	34.0 Incident Response Strategy Incident Response Strategy
35.0	35.0 Incident Response Vision Incident Response Vision
36.0	36.0 Incident Response Mission Incident Response Mission
37.0	37.0 Incident Response Values Incident Response Values
38.0	38.0 Incident Response Principles Incident Response Principles
39.0	39.0 Incident Response Ethics Incident Response Ethics
40.0	40.0 Incident Response Governance Incident Response Governance
41.0	41.0 Incident Response Compliance Incident Response Compliance
42.0	42.0 Incident Response Regulation Incident Response Regulation
43.0	43.0 Incident Response Legislation Incident Response Legislation
44.0	44.0 Incident Response Jurisprudence Incident Response Jurisprudence
45.0	45.0 Incident Response Jurisprudence Incident Response Jurisprudence
46.0	46.0 Incident Response Jurisprudence Incident Response Jurisprudence
47.0	47.0 Incident Response Jurisprudence Incident Response Jurisprudence
48.0	48.0 Incident Response Jurisprudence Incident Response Jurisprudence
49.0	49.0 Incident Response Jurisprudence Incident Response Jurisprudence
50.0	50.0 Incident Response Jurisprudence Incident Response Jurisprudence

IRP Checklists
Incident Response
Workbook
templates created
throughout the
engagement.

Incident Response Services Unit 42 Retainer



▲ INDEX

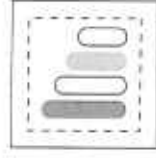
UNIT 42 RETAINER: BENEFITS

Initiate your response within minutes



Recover faster

Because you will have an assigned point of contact with knowledge of your environment and dedicated communication channels for engaging the team, we can respond faster and more accurately should an incident occur.



Add predictability to incident response

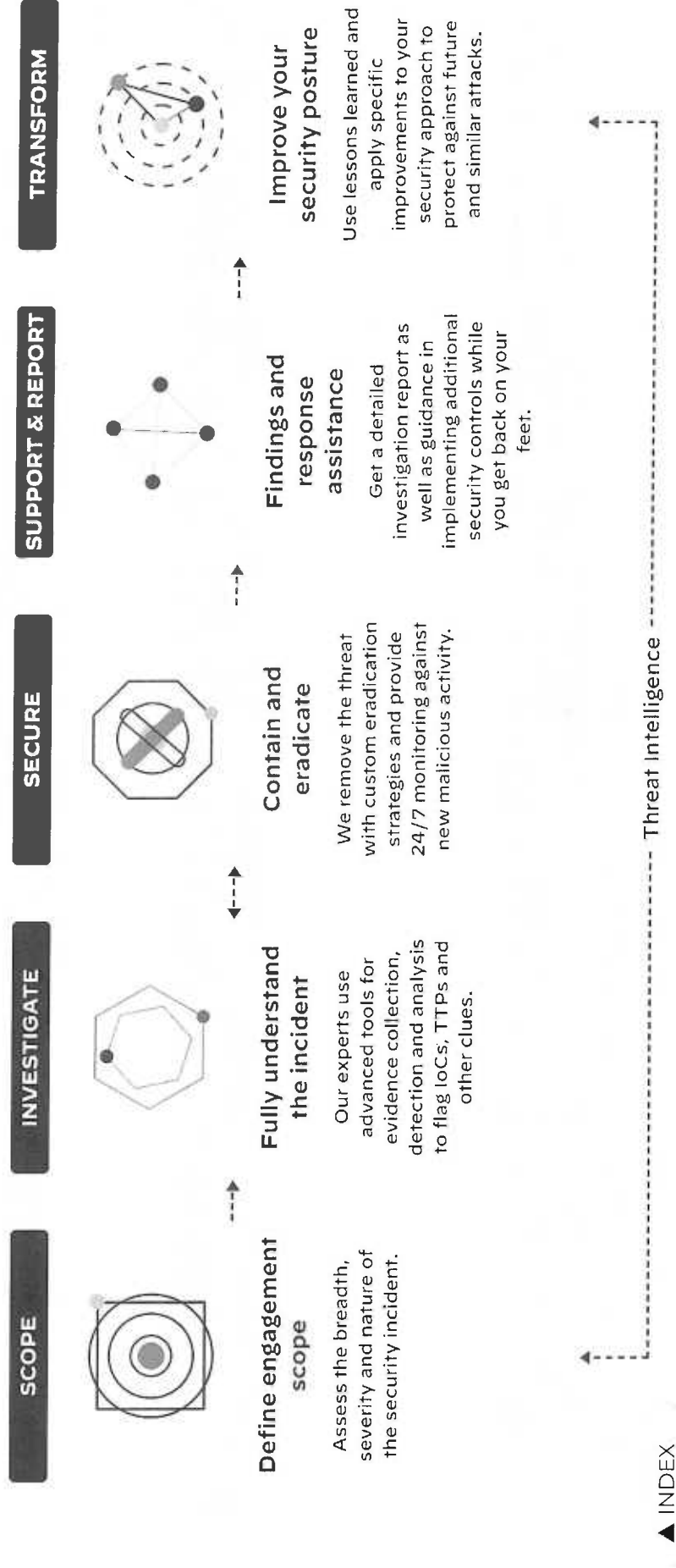
With the Unit 42 Retainer, you purchase a set number of prepaid credits that fit your budget and cybersecurity needs. The retainer lets you choose your response-time SLAs to align with your existing SecOps and IR capabilities, budgets and strategy.



Mitigate cyber risk

If you don't use all of your retainer credits for incident response, you can apply them toward any Unit 42 Cyber Risk Management Service to proactively assess and test your security posture before an incident happens.

An intelligence-driven approach to incident response



UNIT 42 RETAINER: SERVICE FEATURES

With a Unit 42 Retainer in place, our experts become an extension of your team – available on speed dial – any time you need assistance.

PREPAID CREDITS

Purchase a set number of prepaid credits at a level that fits your budget and cybersecurity needs. We offer four retainer levels and response-time SLAs to complement your organization's existing security operations capabilities and meet your incident response requirements.

SLA-DRIVEN INCIDENT RESPONSE

SLA options predict how quickly we respond to your call. Retainer SLAs specify an initial response time of two hours. However, given that all incoming requests for assistance are monitored by an international team, we try to make initial contact in minutes.

PREARRANGED COMMUNICATION CHANNEL

When you set up your retainer, you will get a dedicated Unit 42 point of contact and communication channel that is backed by SLA-driven response times. Through this partnership, we build an intimate understanding of your infrastructure and team and are well-positioned to quickly and efficiently support you.

ACCESS TO CYBER RISK MANAGEMENT SERVICES

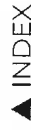
Our retainers are structured to help you become more resilient through our proactive services. You can allocate credits towards Unit 42 Cyber Risk Management Services, such as Tabletop Exercises, Compromise Assessments, Board Advisory Services, Breach Readiness Assessments and more.

PREDEFINED PROCESSES AND PLAYBOOKS

Unit 42 Retainers ensure no unnecessary delays from negotiating costs and terms or scrambling to find help when time is of the essence. We ensure communication channels are established, existing playbooks are reviewed and understood, and we document points of contact, so everyone is ready at the time of an incident.

EXPERT THREAT BRIEFING

Transform your security program with a threat-informed approach. Use your credits to get a customized, deep-dive briefing on the threat landscape and specific threats likely to target your organization based on your industry, geography and size.



INDEX

UNIT 42 RETAINER: ONBOARDING PROCESS

Retainer Objectives, Scope, and Activities

Objectives	Scope
- Reduce recovery times with prearranged communication channels for emergency incident response and full risks - Improve Security Maturity with a broad range of available proactive services	1000 Credit Cyber Exposure Retainer - Tier 2 Retainer 12 hour guaranteed SLA for Emergency Response - Term of Contract is from 10/1/2021 through 10/1/2022

Retainer Objectives
Defines the objectives of the retainer and details of credits



Retainer Client Engagement Plan

(250 hours w/50 hour IR reserve)

	Q1 (Jan - Mar)	Q2 (Apr - Jun)	Q3 (July - Sep)	Q4 (Oct - Dec)
1. Cloud Security Assessment	100 hours			
2. Penetration Test		40 hours		
3. SOC 2 Assessment			60 hours	
4. SDLC Assessment				100 hours

Engagement Plan

A timeline for service delivery aligned to retainer objectives.

Unit 42 Team Roster

Details and contact information for your Unit 42 engagement team

▲ INDEX

Contract #: 2025-1063

Contract Type: standard

Contract Action: new

Procurement Type: State Contract

Department: Information Services A1680

Date Submitted: 08/04/2025

Contact Person: [Patrick Alderson]

Contact Phone: 518-447-3033

Vendor Info: Comsource, Inc

Estimated Amount: 26450.00

Scope of Services: Palo Alto Prisma Access Browser Professional Services

Budget Line Item: A91680.44046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - State Contract

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

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

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

August 4, 2025

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

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

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

Dear Contract Administration Board Members,

The Division of Information Services is requesting authorization to enter into an agreement with ComSource for implementation of the Palo Alto Prisma Access Browser. The Division of Information Services purchased Palo Alto Prisma Access Browser, which is a secure enterprise browser designed to enhance security for both managed and unmanaged devices accessing business applications and data, particularly in hybrid and remote work environments. Key features of this product include enhanced security in the browser, addresses security challenges of remote work, offers an alternative to older solutions like virtual desktop infrastructure (VDI), enables secure access for third party users, and enforces data policies to help with data loss prevention.

We are respectfully requesting approval for ComSource to provide these services. These services are available on NYS OGS Contract PM21270. These services would commence on 9/1/25 and end no later than 8/31/26. The purchase amount is not to exceed \$26,450. Thank you for your consideration.

Sincerely,

Patrick Alderson
Chief Information Officer

Attachments



Albany County - Palo Alto Prisma Services & U42

Quote # 021391
Version 1

Prepared for:
Albany County

Prepared by:
Chris Montgomery

Monday, June 30, 2025

Albany County
Patrick Alderson
112 State Street, Room 1000
Albany , NY 12207
Patrick.Alderson@albanycountyny.gov

Dear Patrick,

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

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



Chris Montgomery
Sr Account Executive
ComSource, Inc.

Palo Alto Prisma Services - PM21270

Part Number	Product Description	List Price	Price	Qty	Ext. Price
PAN-CONSULT-DAY-PA	Palo Alto Networks consulting services per day Minimum 5 days Prisma Access	\$4,851.00	\$4,620.00	5	\$23,100.00
PAN-CONSULT-PRJM-DAY-PA	Palo Alto Networks professional services project manager per day Prisma Access	\$3,518.00	\$3,350.00	1	\$3,350.00
Subtotal:					\$26,450.00

Albany County - Palo Alto Prisma Services & U42



Prepared by:

ComSource, Inc.

Chris Montgomery

518-527-1815

cmontgomery@comsourceny.com

Prepared for:

Albany County

112 State Street, Room 1000

Albany, NY 12207

Patrick Alderson

(518) 447-7142

Patrick.Alderson@albanycountyny.gov

Quote Information:

Quote #: 021391

Version: 1

Quote Date: 06/30/2025

Expiration Date: 07/26/2025

Quote Summary

Description	Amount
Palo Alto Prisma Services - PM21270	\$26,450.00
Total:	\$26,450.00

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

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

ComSource, Inc.

Albany County

Signature:



Name:

Chris Montgomery

Title:

Sr Account Executive

Date:

06/30/2025

Signature:

Name:

Date:

Prisma Access Browser Sample Deployment



High Level RACI for Prisma Access Browser Deployment

High Level Tasks	Project Manager	PS Consultant	Albany County
Planning & Discovery	A	R	C
Technical Requirements Review & Documentation	A	R	R
Develop High Level Engagement Plan	A	R	C
Use Case and Architecture Diagram Validation Review	C	R	R
Integrations and Rules Configuration	C	R	I
Validation: Configuration Review & Tuning	C	R	I
Migration Support	C	R	I
User Onboarding	C	R	I
Knowledge Transfer	A	R	I

Responsible	Accountable	Consulted	Informed
-------------	-------------	-----------	----------

Sample Prisma Access Browser Deployment plan (40 Hours/10 Sessions)

W1-2		W3-4		W5-6		W7-8	
Session 1	Session 2	Session 3	Session 4	Session 5	Session 6	Session 7	Session 8
Activation							
Planning & Discovery		Base Config		Rules & Profiles		Internal Apps	
		Deployment Plan				Advanced Config (Device Posture, Extension, Mobile)	
		Validation Plan		Testing		Testing	
						Integrations: Log Forwarding, Alerts, etc	
						Tuning	
						Phase 1	Phase 2
							Phase 3
							Handover

SERVICE DESCRIPTION

Consulting Services for PA-Series

1. Introduction

This service description document ("Service Description") outlines the consulting services that Palo Alto Networks will provide to the customer ("Services").

By placing a purchase order ("Purchase Order" or "PO") for the Services, the customer ("Customer") is purchasing Consulting Services for PA-Series. The term of the Services shall commence upon Purchase Order acceptance by Palo Alto Networks and shall continue for, and must be used within, a period of six (6) months. Any extension of the term must be mutually agreed to by the parties, and neither party shall unreasonably withhold such agreement.

Palo Alto Networks will provide Services on the Customer's existing security infrastructure for Palo Alto Networks hardware, software, and subscription offerings (collectively "Products").

1.1 United States and Canadian Public Sector Customers

United States and Canadian Public Sector Customers, which term shall include but may not necessarily be limited to the federal governments, state and local governments, education (both K-12 and higher education), and other quasi-governmental entities in the United States and Canada (collectively "Public Sector Customers") shall purchase the Services in this Service Description through a Palo Alto Networks authorized partner only and not directly from Palo Alto Networks. Any Services performed by Palo Alto Networks through this Service Description will be in support of the partner prime contractor's contractual obligations. This Service Description shall in no way create a contractual obligation between Palo Alto Networks or its subsidiaries and any Public Sector Customers or government end user. For purposes of Public Sector Customers only, the following sections will not apply: Section 5 (Travel Expenses for On-Site Work), Section 8 (Fees and Payment), and Section 9 (Terms and Conditions). The term of the Services for Public Sector Customers shall commence upon purchase order acceptance by Palo Alto Networks and shall continue for, and must be used within, the Public Sector Customer's contracted period of performance as defined in the applicable partner prime contract. Further, any references to payment of travel expenses due to cancellation shall not apply. To the extent that any term or condition of this Service Description contradicts any applicable rule, law or regulation, such rule, law or regulation shall take precedence over that term or condition.

2. Scope of Services

The Customer is purchasing a set number of professional services consulting days ("PS Consulting Days") for use during the term of the Service Description. Palo Alto Networks will



provide PA-Series consulting support based on the Customer's priorities and direction for the number of PS Consulting Days purchased.

Services performed by the Consultant will focus on the specified Palo Alto Networks Products defined below:

Parameter	Description
NGFW	Resource with expertise to support: • PA-Series NGFWs • Panorama management system • NGFW Security Subscriptions
Exclusions	This service does not include products deployed in: • Public Cloud environments (e.g. AWS, Azure, GCP, Alibaba, etc) • Private Cloud environments (e.g. ACI, NSX, Nutanix, etc)

Services for additional Palo Alto Networks Products will require Customer to purchase additional Services under a separate Service Description.

The Palo Alto Networks part number covered by this Service Description is:

SKU	Description
PAN-CONSULT-DAY-FW	Professional Services Consulting Days

3. Deliverables

There are no predefined deliverables as part of the Services provided in this Service Description.

4. Project Resources

Palo Alto Networks will assign project resource(s) with the appropriate skills to deliver the Service and serve as a single point of contact for the administration and management of the Services. Palo Alto Networks resources may be subject to change at any time throughout the project, and Customer will be notified by Palo Alto Networks as soon as practicable of any such changes.

5. Travel Expenses for On-Site Work

Travel and Expenses ("T&E") are not included in the price of the Services. Any travel by Palo Alto Networks will be mutually agreed upon before the travel occurs. Fees for travel-related costs are purchased and billed separately.

6. Scheduling

Palo Alto Networks resources work a normal work day of eight (8) hours and will adhere to the Customer's local business hours. In addition, Palo Alto Networks resources will adhere to the local Palo Alto Networks office holiday schedule. Any Services performed after normal business hours and on weekends must be approved in advance by Palo Alto Networks management and will be assessed at a rate of 1.5 x per hour worked. For example: if a resource is requested to work after hours for an additional four (4) hours, six (6) hours will be charged against any existing PS Consulting Days. If there are not enough existing PS

Consulting Days to cover the charges, the work will not be approved.

Customer must purchase a minimum of five (5) PS Consulting Days and one (1) project management day. Project management days are sold and subject to a separate Service Description. PS Consulting Days are scheduled in four (4) hour blocks or more. All Services will be performed remotely.

Cancellation of a working session requires a minimum of two (2) business days advance notice. Upon the second and for any subsequent late cancellation, Customer will forfeit the working session, and the PS Consulting Days allocated for that working session will be consumed.

If additional PS Consulting Days are required due to a late cancellation, the additional PS Consulting Days will be subject to additional fees and a Purchase Order will be required to cover the additional PS Consulting Days.

7. General Customer Obligations, Assumptions and Exclusions

Palo Alto Networks obligations, and the Services, are subject to Customer complying with the Customer obligations, assumptions and exclusions listed below. Successful and timely completion of the Services are subject to Customer meeting its obligations under this Service Description and Palo Alto Networks shall not be responsible for any delay due to Customer's non-compliance of its obligations.

Customer Obligations

Prior to the delivery of the Services, Customer will:

- Provide a project manager or other single point of contact ("SPOC") for the project who will be responsible for:
 - Providing all information, as requested by Palo Alto Networks, in a timely manner.
 - Acting as the central point of contact to Palo Alto Networks.
 - Coordination of Customer resources engaged in the project. Customer's technical resources should be qualified on Palo Alto Networks Products.
- Be responsible for procurement of any and all licenses for the Palo Alto Networks Products and provide to Palo Alto Networks professional services consultant(s) upon request.
- Provide Palo Alto Networks professional services consultant(s) with existing and up to date documentation including, but not limited to: topological diagrams, design documentation, up-to-date configurations, and change management policy documentation.
- Advise Palo Alto Networks of any:
 - Special security, health and safety matters applicable.
 - Relevant project management meetings related to the project and/or Services, and permit Palo Alto Networks to attend such meetings as appropriate.
- Be responsible for managing all other vendors including, if applicable, Customer's managed services partner or systems integrator.
- Be responsible for any and all configuration changes to any non-Palo Alto Networks Products.

- Provide prompt written notice to Palo Alto Networks as soon as Customer becomes aware or has reason to believe that: Customer will not meet any of the Customer obligations under this Customer Obligations section, and/or if any of Palo Alto Networks assumptions will not occur or are inaccurate.
- Provide any additional equipment, such as network analyzers, test equipment, and/or laboratory equipment that are not provided by Palo Alto Networks, but necessary to perform the Services.
- Ensure that Palo Alto Networks personnel may access and use Customer's and third-party licensors' proprietary materials as necessary for Palo Alto Networks to perform the Services. Customer warrants and represents that it has the right and authority to grant such access and use to Palo Alto Networks and hereby grants Palo Alto Networks the rights to use and access such proprietary materials as needed for Palo Alto Networks to perform the Services.

Assumptions

Throughout the delivery of the Services, Customer will:

- Upon request or as needed, provide access to the skilled subject matter and technical experts within Customer's (or their third-party vendor) organization for Palo Alto Networks to perform the Services.
- Perform all responsibilities and obligations specified under this Service Description in a professional workmanlike manner to facilitate timely completion of the Services.
- Provide direct remote access to the Palo Alto Networks equipment to be worked on via a Palo Alto Networks owned laptop.
 - Where direct remote access cannot be provided to Palo Alto Networks owned laptops, Customer shall provide alternative laptops with appropriate capabilities and connectivity or other functionally equivalent connectivity.

Exclusions

This Service Description is based upon, and is subject to, the following exclusions:

- The Services will not commence until Palo Alto Networks has received a non-cancellable PO for the Services.
- Palo Alto Networks shall have no responsibility for providing any Services on non-Palo Alto Networks products.
- Palo Alto Networks shall have no responsibility for other contractors or third parties engaged by Customer or another third-party during delivery of the Services unless expressly agreed to in writing.
- Palo Alto Networks shall not be responsible for any delays caused by Customer or any third-party.
- Services are non-transferrable.

8. Fees and Payment

If Customer is purchasing the Services directly from Palo Alto Networks, payment terms for the Services are subject to the terms set forth in Section 2 of the Professional Services Agreement. Fees for Services purchased through an authorized reseller or distributor shall be paid directly to such authorized reseller or distributor.



9. Terms and Conditions

Palo Alto Networks professional services shall be subject to the Professional Services Agreement, https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-professional-services-agreement.pdf, unless the parties have entered into a separate written agreement that is identified as the governing agreement (either, "Agreement"). In either case, the applicable Agreement shall be incorporated by reference into this Service Description. In the event of any material conflict between the terms in the Agreement and the terms in this Service Description, the terms in this Service Description shall control.

3000 Tannery Way
Santa Clara, CA 95054

Main: +1.408.753.4000
Sales: +1.866.320.4788
Support: +1.866.898.9087

www.paloaltonetworks.com

© 2024 Palo Alto Networks, Inc. Palo Alto Networks is a registered trademark of Palo Alto Networks. A list of our trademarks can be found at <https://www.paloaltonetworks.com/company/trademarks.html>.

All other marks mentioned herein may be trademarks of their respective companies.

Contract #: 2025-0873

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: General Services A1610

Date Submitted: 07/08/2025

Contact Person: [Krista Sbuttoni]

Contact Phone: 518+447-5590

Vendor Info: J Mcbain Inc

Estimated Amount: 21,958.12

Scope of Services: Mental Health Panic Alarm

Budget Line Item:

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

DIGITAL SIGNATURE PAGE



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: July 8, 2025

Re: Mental Health Panic Alarm System

After reviewing the three proposals obtained for the Panic Alarm System Replacement, I recommend awarding the contract to McBain Electric Inc. Their proposal, priced at \$21,958.12, represents the most effective solution to meet our project requirements. Information Services concluded that the lowest bidder, Securitas Technology, was not the most suitable option, further supporting my recommendation of McBain Electric, Inc.

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

DML:kns



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: July 21, 2025

Re: Explanation of Recommendation - J McBain – Panic Alarm System

There is an existing need for repair and upgrade of the panic alarm system at the Albany County Department of Mental Health building. Following the bidding process, Securitas submitted the lowest bid, proposing a wireless system installation. However, a subsequent assessment by Albany County Information Services has determined that our current service infrastructure lacks the capacity to support a wireless panic alarm system. To ensure system functionality and network stability, we have selected J. McBain Electric, the second lowest bidder, whose proposal aligns with our current system's capabilities.

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

DML:kns

J. McBain Inc.
2742 6th Ave
Troy, NY 12180

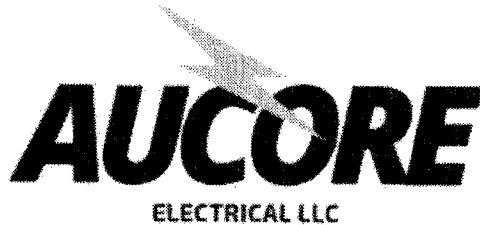
Estimate

Date	Estimate #
4/21/2025	Panic Alarm

Name / Address
Albany County OGS 112 State Street Albany, NY 1220

			Project
Description	Qty	Cost	Total
PLEASE USE THIS ESTIMATE FOR THE REQUESTED ELECTRICAL SERVICE WORK:			
REQUESTED BY: SCOTT ALLARDICE			
SITE LOCATION: MENTAL HEALTH 260 S. PEARL STREET ALBANY, NY			
SCOPE:			
REPLACE THE EXISTING PANIC ALARM SYSTEM WITH ALL NEW EQUIPMENT PER THE ATTACHED DRAWINGS.			
PROVIDE ALL OF THE REQUIRED NEW CABLING, BOXES, PROGRAMMING FOR A COMPLETE SYSTEM.			
PROVIDE A COMPLETE NEW CONTROL PANEL BATTERIES AND ENTRANCE KEY PAD WITH (10) 8 ZONE EXPANDER CARDS.			
PROVIDE AND INSTALL 71 NEW MOMENTARY PANIC ALERT STATION BUTTONS.			
PROVIDE ALL OF THE REQUIRED PROGRAMING, TRAINING AND TESTING.			
COST OF THE MATERIAL AND EQUIPMENT:	1	10,198.22	10,198.22
10% MARK-UP ON MATERIALS	1	1,019.82	1,019.82
STRAIGHT TIME	96	94.81	9,101.76
18% MARK-UP ON MATERIALS		1,638.32	1,638.32
		Total	\$21,958.12

Customer Signature



518-928-6791

AuCoreElectricLLC@gmail.com

May 3rd, 2025

Job: 260 South Pearl Street Panic Alarm System

AuCore Electrical LLC proposes to provide labor and material to complete the above referenced project for the sum of:

Twenty-Seven Thousand and One-Hundred Dollars
(\$27,100.00)

SCOPE OF WORK:

- Provide/Install new SP42925 Honeywell Vista Alarm System
- Provide all new momentary panic buttons
- Provide new wiring for added panic buttons
- Provide training for IT/Security
- All existing wiring will be reused with new system
- Damaged wiring from the existing system will be replaced at a Time and Material rate of \$96.00.
- All work is scheduled for 7am-5pm Monday-Friday

We trust this proposal meets your approval
Should you have any questions please contact the undersigned

Sincerely yours,

Gary AuClaire
President

Scope:

Panic Alarm System Replaced

Existing alarm panel was discontinued and new manufacture owns radionics.

Securitas Technology will be using new wireless technology.

Securitas Technology deployed similar system in 112 state street for investigations aera. Smaller in size, same wireless technology.

Note: NYS DMV has same wireless system deployed in many DMV location for wireless panics.

Scope:

Replacing the existing panic alarm system with all new equipment, provide all of the required new cabling boxes, programming for a complete system.

Provide a complete new control panel, batteries. New DMP Panel installed on 2nd floor. Includes wireless receiver and repeaters.

New entrance keypad at security

Provide and install 73 (2 Additional on Map) new momentary panic alarm buttons.

Wall panics converted to wireless and programmed. Typically found in group rooms.

New wireless panics thought space. See Map.

Included: All required programming, training and testing.

Existing system still has perimeter security attached and will be left operational for client.

New panic alarm system installed separately. Old panics would be disconnected.

Note: System would be monitored. This will advise of any issues with any buttons.

Currently you would not know if a button was bad or not functioning. On panic alarm the keypad will designate a location for security.

Security will also get a call form Securitas Technology to confirm all is good. Double check.

Optional:

Discussing this with Thomas onsite we also can send an alert to his cell phone so proper staff can be alerted of the event. Right now security is responding to panics.

Secondly, a blue strobe can be annunciated keeping other staff in a hold position until the panic is resolved. You would not want other staff to wonder into the situation.

Test and Program

**Securitas
Technology**



1 .Proposal Schedules

Material Schedule :

Material Line Items

Manufacturer	Part Number	Qty	Unit Price	Total Price
DMP XR150 with network communication, large gray enclosure with	XR150NL-G	1	\$377.05	\$377.05
DMP Verizon LTE Cell Communicator w/ 381-2 Cable, XT/XR Series	263LTE-V/381-2	1	\$199.40	\$199.40
DMP (1103-W) UNIVERSAL WLS TRNSMTR,EXTERNAL CONTACTS ONLY	1103-W	10	\$60.57	\$605.70
DMP Green LCD, Shortcut Keys, White Keypad	7060-W	1	\$104.82	\$104.82
DMP WIRELESS 2-BUTTON HOLDUP, WHITE CR123A , 3V , ENERGIZER , RP	1142-W	73	\$55.43	\$4,046.39
DMP Wireless Two-Way Repeater for 1100 Series Wireless Receivers	1100R-W	3	\$207.31	\$621.93
Paige 18/4c STR CMP/FPLP WHT 500' BX	2U18042B5	1	\$183.90	\$183.90
				Group Subtotal: \$6,139.19
				Material Schedule Subtotal: \$6,139.19

Labor Schedule

Categories	Hours	Hourly Rate	Extended Sell
Project Supervision	4.00	204.00	\$816.00
Installation	32.00	175.00	\$5,600.00
			Labor Schedule Subtotal: \$6,416.00

Subcontracting & Cable Schedule

Categories	Qty	Unit	Price
------------	-----	------	-------

Additional Cables and Locks:

2 .Service and Support Schedules

Service and Support Schedule

Categories	Qty	Internal Part #	Monthly Charges
Duress Monitoring Duress Alarm Monitoring includes monitoring of a duress code that is transmitted by a keypad code as programmed. Upon receipt of a duress alarm signal, the STC Monitoring Center will follow the customer response plan on record, such as dispatch of local law enforcement authorities. Customer should perform their own onsite keypad, communication, and signal testing; is responsible for updating their call list and response plan as changes occur and other items per contract terms.	1	00-118323-00ES	\$4.55
Intrusion Alarm Monitoring (Commercial) Intrusion Alarm Monitoring includes monitoring of intrusion, low battery and other signals as programmed. Upon receipt of an intrusion alarm signal, the STC Monitoring Center will follow the account response plan on record. Service includes a weekly electronic test signal of communication if programmed. Customer is responsible to perform their own onsite device and signal testing, for updating their call list and response plan, etc. as changes occur and per contract terms.	1	00-068902-00ES	\$22.75
SecureStat HQ- Basic SecureStat HQ Basic is an intuitive digital platform that empowers clients to view, measure, and control their entire security program smarter, faster, and from anywhere. Available on the web and through a secure mobile app. SecureStat HQ gives seamless control over security operations. Clients can use SecureStat HQ to make important account changes, request service, view events and customized reports, and more through a single dashboard on our web application and mobile app. Three months of Account Alarm History, Account Detail, Alarm Incident Activity, Open/Close, Site Contact List, and more. One year of Service and Billing data is available for viewing. Five subscription reports per user. Additional SecureStat Services are not available through SecureStat HQ Basic. The client is responsible for updating their call list and response plan as changes occur. Fee per site per panel.	1	SECURESTAT-HQ-BASIC	\$0.00
Cloud Virtual Keypad -Cell Cloud Virtual Keypad Service offers customer ability to manage a number of intrusion system keypad functions remotely on their mobile device. The app allows users to remotely control lights, thermostats, appliances, cameras and more via an interface along with standard features such	1	SES-VK-CELL	\$10.92

as arming/disarming, checking status, area arming and output control capabilities, sensor activity notifications, traffic count and remote updates. Applicable on DMP panels that are cellular connected to the Securitas Technology Monitoring Center. Service requires equipment, including intrusion system and alarm monitoring contract priced separately. Customer to provide mobile phone, applicable cell phone service coverage, customer employee training and customization information required for service. An app license is required per user; each user must download app for service functionality. Customer is responsible to perform their own onsite device and signal testing and for updating their call list and response plan, etc. as changes occur and per contract terms.

Cellular Primary Service	1	00-118331-00ES	\$21.60
---------------------------------	----------	-----------------------	----------------

Cellular Primary Service includes monitoring of alarm signals via communication to the STC Monitoring Center utilizing a compact wireless communicator to connect an alarm panel to a cellular network as programmed. Includes cellular air-time fees and daily supervision test if programmed. Upon receipt of an alarm signal, the STC Monitoring Center will follow the account response plan on record. Customer is responsible to perform their own onsite device and signal testing, for updating their call list and response plan, etc. as changes occur and per contract terms. Cellular equipment not included and must be purchased separately.

Service & Support
Schedule Subtotal
\$59.82

Service & Support
Schedule Subtotal
(After Warranty Period):
\$59.82

3 .Purchase Investment Summary

Pricing Breakdown

Material Schedule:	\$6,139.19
Labor Schedule:	\$6,416.00
Subcontracting & Cable Schedule:	\$0.00
Total:	\$12,555.19

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms:

100% Upon completion of Installation. Payment Terms: Due thirty (30) days after receipt of invoice or as otherwise set forth in the agreement between the parties.

Service and Support Schedule (Monthly per Location): \$59.82

Note: Billing for all Services, including applicable Service Plans, will be begin upon installation completion or in-service date.

Client agrees to pay Securitas Technology Corporation this monthly sum, plus all applicable taxes, per location, for the Services indicated on the Service & Support Schedule, prepaid Quarterly for a period of 5 year(s).

This Proposal is valid for 30 days, unless revoked earlier by Securitas Technology.

Tariff Price Provision:

The parties acknowledge and agree that the imposition of tariffs has or may cause disruption in the supply chain and/or cause price increases. These may be imposed with little or no notice. To account for this possibility, the parties agree that the following provision shall supersede and control over any conflicting provision contained in the contract or Master Services Agreement between the parties.

Securitas Technology may, upon notice to Client (email notice shall be sufficient), increase the prices herein to account for any increase in the prices Securitas Technology pays for the products, hardware, equipment, or other goods referenced herein that occur between the date of this proposal and the date such products, hardware, equipment, or other goods are delivered to Client. Client agrees to pay such increased prices in accordance with the payment terms set forth herein.

Contract #: 2025-0908

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: Building Services A1620

Date Submitted: 07/14/2025

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: Cps Of Albany, Inc

Estimated Amount: 33,000.00

Scope of Services: Snow Removal Services at the Albany County Health
Dept. and Board of Election Complex

Budget Line Item:

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

DIGITAL SIGNATURE PAGE

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

Schedule A

- 1) 2022-448 - CPS of Albany INC - Snow Removal
- 2) RFB 2022-089
- 3) Service Costs

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND CPS OF ALBANY, INC.
FOR SNOW REMOVAL SERVICES AT THE ALBANY COUNTY HEALTH DEPT
AND BOARD OF ELECTIONS COMPLEX

CONTRACT NO. 2022-448

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County") and CPS of Albany, Inc., a registered New York corporation, with a principal place of business located at 77 Central Avenue, Albany, New York 12206 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[p]arty," or together as the "[p]arties").

WITNESSETH:

WHEREAS, the County requires snow removal services at the Albany County Health Department and Board of Elections complex; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for the aforesaid snow removal services, said request having been designated RFB #2022-089, issued on July 5, 2022 and published on July 14, 2022 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on July 28, 2022 to provide the aforesaid snow removal services (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid snow removal services as the lowest responsible bidder; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement, the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively, may be referred to herein as "the Agreement").

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

ARTICLE 2. SCOPE OF WORK

2.1 The Contractor shall provide all of the snow removal services described in the RFB at SPECIFICATIONS, and as requested by the County (hereinafter, the “work”); provide the work in the manner described in the RFB; meet all of the RFB’s terms, conditions, requirements, provisions, etc.; and provide any and all equipment, supplies, labor, goods, materials and incidentals necessary to perform all the work.

2.2 While providing the work described in Paragraph 2.1, 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, 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.

2.3 The Contractor shall not perform any work beyond that set forth or described in this Agreement (hereinafter, the “extra work”) unless it has obtained prior written approval from the Albany County Department of General Services (hereinafter, the “DGS”).

2.4 The Contractor shall render all work and services in a professional and workmanlike manner.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00), for all work, goods and services rendered under this Agreement, and shall be calculated and billable per the bid pricing attributable to the actual snowfall amount and the service(s) rendered per snowstorm.

3.2 The pricing set forth in the Bid, attached hereto as Schedule A and made a part hereof, shall remain firm for the entire term of this Agreement, and renewal term(s), if any.

ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County upon the Contractor’s submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the DGS, and after review and approval by the County of the claim form.

ARTICLE 5. TERM OF THE AGREEMENT

The term of the Agreement shall commence on September 1, 2022 and shall continue in effect through August 31, 2025. At the end of the initial term, upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional, consecutive one-year terms.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

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

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

6.2 If the County determines that the quality of services rendered by the Contractor is not satisfactory, and/or that the Contractor is not meeting the specifications' requirements, the County may terminate this Agreement and employ another contractor to fulfill its requirements.

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

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

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

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP OF THE PARTIES

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

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

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

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule B of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same

strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

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

ARTICLE 20. HEADINGS – CONSTRUCTION

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. EXTRA WORK/SERVICES

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

ARTICLE 25. PREVAILING WAGE RATES AND SUPPLEMENTS

The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW 220 [3-a]a.

ARTICLE 26. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that the Contractor is in compliance with N.Y. GENERAL MUNICIPAL LAW § 103-g entitled "Iranian Energy Sector Divestment," in that Contractor has not:

- a. Provided goods or services of \$20 Million or more in the energy sector of Iran including, but not limited to, the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- b. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

27.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General

Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by the County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

27.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

27.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter, the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 28. MISCELLANEOUS PROVISIONS

28.1 In addition to the MacBride Principles of Fair Employment, Non Interruption of Work (per Res. No. 298 for 1986) and Iranian Energy Sector Divestment policies described above, the Contractor also acknowledges that it shall follow all of the other policies and procedures contained in the RFB.

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

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

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

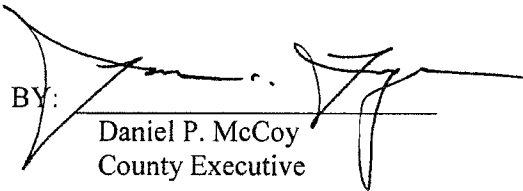
28.5 The County shall bear no responsibility other than that set forth in this Agreement.

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

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

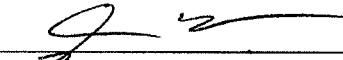
COUNTY OF ALBANY

DATED: 9/27/2022

BY: 
Daniel P. McCoy
County Executive
or
Daniel C. Lynch
Deputy County Executive

CPS OF ALBANY, INC.

DATED: 09/09/2022

BY: 
Name: JAMES MIKULA
CPS of Albany, Inc.
Title: SENIOR SAFETY MANAGER

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

On the ____ day of _____, 2022, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 27th day of September, 2022, before me, the undersigned, personally appeared Daniel C. Lynch personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC
EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2024

STATE OF NY)
COUNTY OF Albany) SS.:

On the 9th day of September, 2022, before me, the undersigned, personally appeared James Mikula personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

MELISSA ANN SPENCE
Notary Public - State of New York
NO. 01SP6415088
Qualified in Saratoga County
My Commission Expires Mar 8, 2025

SCHEDULE A
BID PRICING

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Snow Removal Services
Bid Number: 2022-089

Pricing Option Number One: Per Storm

PLOWING & SALTING PRICE PER STORM:

Under 2"	\$ 650. ⁰⁰
2" to 6"	\$ 1,040.00
7" to 10"	\$ 1,690.00
11" to 14"	\$ 2,340.00
15" to 20"	\$ 3,120.00
21" to 24"	\$ 3,770.00
Over 24"	\$ 4,550.00

ICE EVENT SALTING PER STORM: \$ 845.⁰⁰

STACKING AND REMOVAL:

Stacking Price Per Hour	\$ 160.00
Removal Price Per Hour	\$ 325.00

Pricing Option Number Two: Seasonal

Seasonal (all inclusive) price for all services \$ 48,700.⁰⁰

Removal of excessive stacked snow:

Removal Price Per Hour \$ 325.00

SCHEDULE B
INSURANCE

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

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Snow Removal Services
Bid Number: 2022-089

Pricing Option Number One: Per Storm

PLOWING & SALTING PRICE PER STORM:

Under 2"	\$ <u>650.⁰⁰</u>
2" to 6"	\$ <u>1,040.00</u>
7" to 10"	\$ <u>1,690.00</u>
11" to 14"	\$ <u>2,340.00</u>
15" to 20"	\$ <u>3,120.00</u>
21" to 24"	\$ <u>3,770.00</u>
Over 24"	\$ <u>4,550.00</u>

ICE EVENT SALTING PER STORM:

\$ 845.00

STACKING AND REMOVAL:

Stacking Price Per Hour	\$ <u>160.00</u>
Removal Price Per Hour	\$ <u>325.00</u>

Pricing Option Number Two: Seasonal

Seasonal (all inclusive) price for all services \$ 48,700.⁰⁰

Removal of excessive stacked snow:

Removal Price Per Hour \$ 325.00

COUNTY OF ALBANY

REQUEST FOR BIDS DEPARTMENT OF GENERAL SERVICES



RFB #2022-089

SNOW REMOVAL SERVICES

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

**COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588**

TITLE: Snow Removal Services RFB NUMBER: 2022-089

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 #2022-089

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 #2022-089

Sealed Bids for Snow Removal Services as requested by the Albany County Department of General Services 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, July 28, 2022.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **Thursday, July 14, 2022.**

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
July 5, 2022

PUBLISH ONE DAY – Thursday, July 14, 2022 -- THE EVANGELIST
PUBLISH ONE DAY – Thursday, July 14, 2022 -- 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: **Snow Removal Services**
- 1.2 Requesting Department: **Albany County Department of General Services**
- 1.3 Bid Number: **2022-089**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for snow removal services for the plowing of the Albany County Health Department and Albany County Board of Elections parking lots, walkways and entrances as requested by the Albany County Department of General Services.
- 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, JULY 28, 2022**, 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 **Three Years** from September 1, 2022 through August 31, 2025. 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 two (2) or more years in the business of providing Snow Plowing Services in the State of New York.

7.5 Bidder must include at least two Snow Plowing Services customer references.

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 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 A separate Performance Bond in a form satisfactory to the Albany County Purchasing Agent and the Albany County Attorney, or its cash equivalent, equal to **Two Thousand Five Hundred Dollars (\$2,500.00)** is required of the successful Bidder. The successful Bidder to whom the contract is awarded shall within seven (7) days after the date of notification of the acceptance of its bid, provide security as required by the contract in a form acceptable by the County.

In case of its failure to do so, or in case of its failure to give further security as herein prescribed, the successful Bidder will be considered as having abandoned the same and the certified check or other bid security accompanying its bid shall be forfeited to the County of Albany.

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) Albany County shall be named as an additional named 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 **Seasonal Agreement invoicing may be submitted Semi-annually, October 1st and January 1st for the current season.**

22.4 Payment will be made upon the submission of a completed Albany County Claim Form.

22.5 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 needed

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

SECTION 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: STORMWATER MANAGEMENT PROGRAM

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

SECTION 35: Not needed

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
SNOW REMOVAL SERVICES
RFB-2022-089
SPECIFICATIONS**

Albany County Department of General Services is seeking to contract for snow removal services for the plowing of the Albany County Health Department and Albany County Board of Election parking lots, surrounding sidewalks, walkways and building egresses. Layout of both parking areas and walkways is attached.

The physical addresses are 175 Green Street, Albany, NY 12202 & 224 South Pearl Street, Albany, NY 12202.

- Contractor shall plow all parking areas during and/or after each snow event as needed.
- Salting will be done immediately after each plowing. **(Only pure salt will be used in parking lot areas, not sand)**
- In the event of an evening/night snowfall, parking areas will be clear by 7:00 AM EST.
- All sidewalks, walkways and entrances, including the bus stop are to be cleared each time the area is plowed and de-iced as needed. **(Only calcium chloride should be used on cement walkways)**
- All egresses of both buildings to include the loading dock area on Rensselaer St. are to be cleared each time the lot is plowed and de-iced with calcium chloride as needed.
- For icing events the Contractor shall provide de-icing of the parking areas and sidewalks of the entire property during and/or after each icing event as needed. **(Only pure salt will be used in parking lot areas, not sand)**
- Plowed snow will be stored in the area noted on the attached parking area layout.
- Stacking will be performed as needed to ensure stored snow does not impact parking capacity.
- Contractor will contact the designated property manager to confirm they are on site each time contracted services are performed.
- Removal of excessive stacked snow will be as needed at the County's discretion and invoiced separately from the seasonal service.
- Snow will be disposed of in accordance with all applicable state and local regulations, ordinances, and anti-pollution laws, including OSHA.

SECTION 22: PAYMENT

22.1 Payment will be made upon the submission of a completed Albany County Claim Form. GIB9

22.2 Seasonal Agreement invoicing may be submitted Semi-annually, October 1st and January 1st for the current season.

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

SECTION 5: TERM OF BID

5.1 The bid shall be for the period of three years, beginning September 1, 2022 through August 31, 2025. Prices shall remain firm for the entire bid period.

5.2 At the end of the initial three 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.

**RFB-2022-XXX Snow Removal Services Per Storm - Projected
Annual Cost**

Price Per Storm	Average Per year		Bid	Projected Cost
Plowing & Salting				
Under 2"	15			\$0
2" To 6"	6			\$0
7" To 10"	3			\$0
11" to 14"	1			\$0
15" to 20"	1			\$0
21" to 24"	1			\$0
Over 24"	1			\$0
Salting Only	10			\$0
Stacking \$ Per Hr.	16			\$0
Removal \$ Per Hr.	24			\$0
Projected Annual Cost				\$0



COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Snow Removal Services**

Bid Number: **2022-089**

THIS BID IS SUBMITTED TO:

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

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

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

Date

Number

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

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

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

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

5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. The following documents are attached to and made a condition of this Bid:

(a) Non-Collusive Bidding Certificate (Attachment "A")

(b) Acknowledgment by Bidder (Attachment "B")

(c) Vendor Responsibility Questionnaire (Attachment "C")

(d) Iranian Energy Divestment Certification (Attachment "D")

(e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")

(f) Bidder Qualification Questionnaire (Attachment "F")

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.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Snow Removal Services**
Bid Number: **2022-089**

*****Pricing Option Number One: Per Storm*****

PLOWING & SALTING PRICE PER STORM:

Under 2"	\$ _____
2" to 6"	\$ _____
7" to 10"	\$ _____
11" to 14"	\$ _____
15" to 20"	\$ _____
21" to 24"	\$ _____
Over 24"	\$ _____

ICE EVENT SALTING PER STORM: \$ _____

STACKING AND REMOVAL:

Stacking Price Per Hour \$ _____

Removal Price Per Hour \$ _____

*****Pricing Option Number Two: Seasonal*****

Seasonal (all inclusive) price for all services \$ _____

Removal of excessive stacked snow:

Removal Price Per Hour \$ _____

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Snow Plowing Services**
Bid Number: **2021-125**

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY 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 PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☐ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☐ No			

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

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

ATTACHMENT "E"

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

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

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

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

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

Signature

Printed Name

Title

Date

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? _____ years

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

1. _____

2. _____

3. _____

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

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.

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.

7. Do you plan to sublet any part of this work? If so, give details.

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Correct Name of Bidder

(a) The business is a: _____

(b) The address of principal place of business is: _____

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

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.

Firm

Dated: _____

By _____

(Typed)

Contract #: 2025-0974

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: General Services A1610

Date Submitted: 07/22/2025

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: Macfi Solutions, LLC

Estimated Amount: 193338.00

Scope of Services: 162 WASHINGTON AVE DEPARTMENT OF SOCIAL
SERVICES RAMP ALTERATION PROJECT

Budget Line Item: HHX0,HHX0

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

DIGITAL SIGNATURE PAGE



DANIEL P. McCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: July 21, 2025

Re: RFB 2025-086 - 162 WASHINGTON AVE DEPARTMENT OF SOCIAL SERVICES
RAMP ALTERATION PROJECT

I have reviewed the bids received for RFB 2025-086 - 162 WASHINGTON AVE DEPARTMENT OF SOCIAL SERVICES RAMP ALTERATION PROJECT. As the lowest of the three bids received, I recommend awarding the contract to Macfi Solutions, LLC for a not to exceed cost of \$193,338.00 which includes a base bid of \$168,120.00 and a contingency allowance of \$25,218.00.

The projected term will be August 15, 2025 through August 14, 2027

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

DML:tas

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: 162 Washington Ave Department of General Services Ramp Alteration
Project
Bid Number: 2025-086

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 as of morning of 7/17/25

(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:

Macfi Solutions Miguel Cabrera 1472 Montgomery Ave @2F, Bronx NY 10453 Info@macfisolutions.com

Phone: 929-842-2012

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: 162 Washington Ave Department of General Services Ramp Alteration
Project
Bid Number: 2025-086

Conditions:

1. All bid prices must include all materials, labor, equipment, incidentals and other associated costs.
2. Base Bid work shall carry a 15% 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: \$ 168,120.00 (a)

15 % CONTINGENCY ALLOWANCE: \$ 25,218.00 (b)

TOTAL BASE BID (a) + (b) : \$ 193,338.00
(Base Bid + 15% Contingency Allowance)

COMPANY: Macfi Solutions
ADDRESS: 1472 Montgomery Ave #2F
CITY, STATE, ZIP: Bronx, NY 10453
TEL. NO.: 929-842-2012
FAX NO.:
FEDERAL TAX ID NO.: 93-3008106

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

25-64J3B-CR

REPRESENTATIVE: Miguel Cabrera
E-MAIL: Info@macfisolutions.com
SIGNATURE AND TITLE 

DATE July 14, 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

Macfi Solutions LLC

1472 Montgomery Ave

2F

Bronx, New York 10453

Phone Number: 9298422012

Registration Number: 25-64J3B-CR

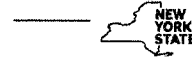
Date of Issue: 2025-01-02

Expiration Date: 2027-01-02

(This license is valid only for the contractor named above)

Roberta Reardon
Commissioner
New York State Department of
Labor





Macfi Solutions LLC
1472 Montgomery Ave
2F
Bronx, New York 10453

Hello,

Enclosed is your **Certificate of Contractor Registration**. Please keep this document as proof of your registration.

This Certificate is valid for two (2) years, unless revoked or suspended.

If you bid or commence work on a public work project or covered private project without being properly registered, you may be subject to a civil penalty and denial of your registration application pursuant to NYS LL § 220-l(8).

If your registration or a subcontractor's registration lapses while performing contracted work on a covered project, the work for that project may be completed.

If you are determined unfit and your certificate is revoked or suspended, then a monitor approved by the Commissioner must be appointed to oversee the completion of the work at your expense.

If your certificate is to be suspended or revoked for any reason, you will receive a notice and an opportunity to contest at a hearing prior to the suspension or revocation taking effect.

Please note that any subcontractors or independent contractors you hire to work on a public work or covered private construction project must obtain their own Certificate of Contractor Registration to perform such work.

If you allow a subcontractor or independent contractor to perform work on a public work or covered private project without being properly registered, you and the other contractor may be subject to a civil penalty and revocation/suspension/denial of your registration pursuant to NYS LL § 220-l(8).

Any project where work is performed in violation of Contractor Registration requirements, or any provisions of NYS Labor Law Article 8, is subject to the issuance of a Stop Work Order, pursuant to NYS LL § 224-B.

Shaun McCready
Director of Public Work &
Prevailing Wage Enforcement

Macfi Solutions LLC

Financial Statement for Year Ending December 31, 2024

Income Statement

Revenue	\$450,000
Cost of Goods Sold (COGS)	\$180,000
Gross Profit	\$270,000
Operating Expenses	
- Salaries and Wages	\$80,000
- Rent and Utilities	\$18,000
- Insurance	\$7,500
- Marketing & Advertising	\$10,000
- Office Supplies & Tools	\$4,500
- Vehicle and Equipment Costs	\$12,000
Total Operating Expenses	\$132,000
Net Operating Income	\$138,000
Other Income/Expenses	
- Interest Expense	(\$3,000)
- Miscellaneous Income	\$2,000
Net Income Before Tax	\$137,000
Income Tax (Estimated 20%)	\$27,400
Net Income	\$109,600

Balance Sheet

Assets

Current Assets

- Cash and Cash Equivalents	\$45,000
- Accounts Receivable	\$38,000
- Inventory/Supplies	\$12,000
Total Current Assets	\$95,000

Fixed Assets

- Vehicles & Equipment (net)	\$60,000
------------------------------	----------



Macfi Solutions LLC

Financial Statement for Year Ending December 31, 2024

- Office Furniture & Fixtures	\$10,000
Total Fixed Assets	\$70,000
Total Assets	\$165,000

Liabilities and Equity

Current Liabilities

- Accounts Payable	\$15,000
- Credit Lines/Short-term Debt	\$10,000
Total Current Liabilities	\$25,000

Long-Term Liabilities	\$20,000
-----------------------	----------

Owner's Equity

- Retained Earnings	\$10,400
- Current Year Net Income	\$109,600
Total Equity	\$120,000
Total Liabilities & Equity	\$165,000

Cash Flow Summary

Net Cash from Operations	\$95,000
Net Cash from Investing	(\$20,000)
Net Cash from Financing	(\$10,000)
Net Cash Flow for 2024	\$65,000
Beginning Cash Balance	\$30,000
Ending Cash Balance	\$95,000



AIA® Document A310™ 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Macfi Solutions LLC
7312 Forest Hill Ct
Winter Park, FL 32792

SURETY:

(Name, legal status and principal place of business)

Old Republic Insurance Company
445 South Moorland Road, Suite 200
Brookfield, WI 53005

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.

OWNER:

(Name, legal status and address)

Albany County Department of General Services
112 State Street
Albany, NY 12207

BOND AMOUNT: \$ Five Percent (5%) of Total Amount Bid**PROJECT:**

(Name, location or address, and Project number, if any)

162 Washington Ave Department of Social Services Ramp Alteration Project - Project No. 2025-086

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.

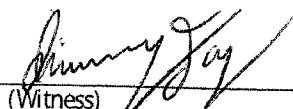
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 16th day of July, 2025



(Witness)



(Witness)

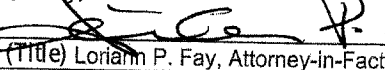
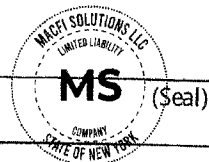
Macfi Solutions LLC

(Contractor as Principal)


(Title)

Old Republic Insurance Company

(Surety)


(Title) Lorian P. Fay, Attorney-in-Fact

(Seal)

Init.

AIA Document A310™ 2010. Copyright 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:55:14 on 01/10/2013 under Order No.6871475021_1 which expires on 12/27/2013, and is not for resale.

User Notes:

(1177639241)



July 16, 2025

Albany County Department of General Services
112 State Street
Albany, NY 12207

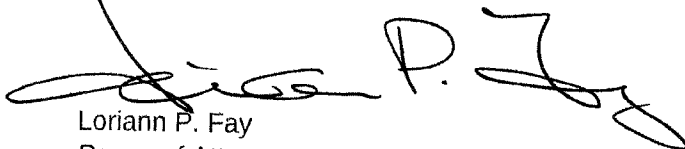
RE: Certified Statement of Bonding Company
Bid Date: 07/17/2025 - Albany County Department of General Services
162 Washington Ave Department of Social Services Ramp Alteration
Project - Project No. 2025-086

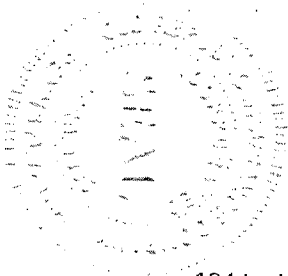
Old Republic Insurance Company is listed on the Department of Treasury's Listing of Certified Companies, NAIC# 24147 and is licensed to do business in New York State.

Please be advised that Old Republic Insurance Company is rated 000733 as an "A+"(Superior) by A.M Best and has a Financial Size Category of 445 South Moorland Road, Suite 200.

Should you have any questions or need additional information, please feel free to contact me.

Sincerely,
Old Republic Insurance Company


Loriann P. Fay
Power of Attorney



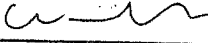
184 Larkfield Road, Suite B, East Northport, NY 11731 | Phone: (631) 651-9330

www.loxmegroup.com

ACKNOWLEDGMENT OF PRINCIPAL

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

On the 16 day of July in the year 2025, before me, the undersigned, personally appeared Miguel Cabrera, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she 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.

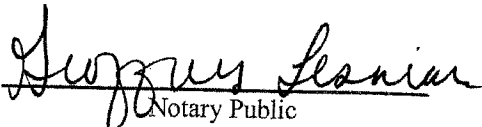

Notary Public



ACKNOWLEDGMENT OF SURETY

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

On the 16th day of July in the year 2025, before me, the undersigned, personally appeared Loriann P. Fay, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she 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

Geoffrey Lesniak
Notary Public, State of New York
No. 01LE6376846
Qualified in Erie County
Commission Expires June 18, 2026

OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

LORIANN P. FAY of NORTHPORT, NY

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of March, 2020.

OLD REPUBLIC INSURANCE COMPANY

Sheila M. Applegate
Assistant Secretary



Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24th day of March, 2020, personally came before me, Alan Pavlic and Sheila M. Applegate, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

CERTIFICATE

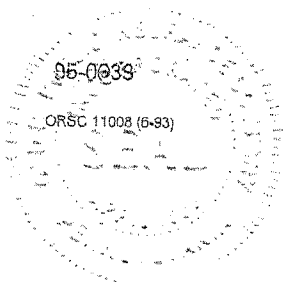
(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 16th day of July, 2025.

Sheila M. Applegate
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY
OF MT. PLEASANT, PENNSYLVANIA

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2024

ADMITTED ASSETS

Bonds	
Common stocks	\$2,453,573,474
Cash, cash equivalents and short-term investments	565,874,958
Receivable for securities	163,642,536
Bonds, short-term investments and cash held under retrospective rating agreements	0
Premiums and considerations – uncollected premiums and agents' balances in the course of collection	185,816,584
Deferred premiums, agents' balances and installments booked but deferred and not yet due	784,339,389
Accrued retrospective premiums	7,721,924
Funds held by or deposited with reinsured companies	221,993
Other amounts receivable under reinsurance contracts	821,389
Amounts recoverable from reinsurers	955,961
Electronic data processing equipment and software	163,559,250
Investment income due and accrued	406,517
Current federal and foreign income tax recoverable and interest	26,421,077
Receivables from parent, subsidiaries and affiliates	1,228,974
Other assets	33,486,892
TOTAL ADMITTED ASSETS	4,833,206
	<u>\$4,394,004,124</u>

LIABILITIES AND SURPLUS

Losses	
Reinsurance payable on paid losses and loss adjustment expenses	\$1,229,821,598
Loss adjustment expenses	15,341,385
Commissions payable, contingent commissions and other similar charges	211,024,737
Other expenses (excluding taxes, licenses and fees)	9,320,486
Taxes, licenses and fees (excluding federal income taxes)	29,624,639
Current federal income taxes	59,948,051
Net deferred tax liability	0
Unearned premiums	17,483,036
Dividends declared and unpaid - policyholders	357,274,850
Advance premium	0
Ceded reinsurance premiums payable (net of ceding commissions)	136,048
Funds held by company under reinsurance treaties	624,792,449
Amounts withheld or retained by company for account of others	103,123,318
Remittances and items not allocated	210,127,614
Provision for reinsurance	44,503,076
Payable to parent, subsidiaries and affiliates	55,901,076
Other liabilities	3,893,933
TOTAL LIABILITIES	13,599,745
	<u>\$2,985,916,041</u>
Common capital stock	
Surplus notes	3,800,004
Gross paid in and contributed surplus	155,000,000
Unassigned funds (surplus)	103,869,422
SURPLUS AS REGARDS POLICYHOLDERS	1,145,418,657
	<u>\$1,408,088,083</u>
TOTAL LIABILITIES AND SURPLUS	
	<u>\$4,394,004,124</u>

Securities carried at \$480,955,858 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN)

)SS

COUNTY OF WAUKESHA)

Alan P. Pavlic, Vice President, and Kevin J. Abitz, Vice President of Old Republic Insurance Company of Mt. Pleasant, Pennsylvania being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2024, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2024, according to the best of their information, knowledge and belief, respectively.

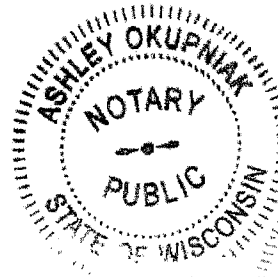
Alan P. Pavlic, Vice President

Kevin J. Abitz, Vice President

Sworn to and subscribed before me this 12th day of March, 2025.

Notary Public, State of Wisconsin

My Commission expires: August 23, 2028





Kathy Hochul, Governor

Roberta Reardon, Commissioner

Albany County

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

Schedule Year 2024 through 2025
Date Requested 04/24/2025
PRC# 2025004968

Location Albany County
Project ID# RFB-2025-086
Project Type 162 Washington Ave Department of Social Services Ramp Alteration Project.

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

Owner

Title

Macfi Solutions

Company Name

July 14, 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 Bronx) SS.:

On this 14 day of July, 20025, before me personally appeared Miguel Cabrera to me known, who, being by me sworn, did say that he resides at (give address) 1472 Montgomery Ave #2F, Bronx, NY 10453; that he is the (give title) Owner of the (name of corporation) Macfi Solutions, 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 New York

Commission Expires 01/07/2028

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 Macfi Solutions		3. IDENTIFICATION NUMBERS a) FEIN # 93-3008106 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 1472 Montgomery Ave #2F, Bronx, NY 10453		7. TELEPHONE NUMBER 929-842-2012	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 Miguel Cabrera Title Owner Telephone Number 929-842-2012 Fax Number e-mail Info@macfisolutions.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Miguel Cabrera	TITLE Owner	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING 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 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: Bronx)

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.

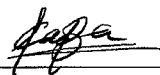
The undersigned certifies that he/she:

- 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 Macfi Solutions

Address 1472 Montgomery Ave #2F

City, State, Zip Bronx, NY 10453

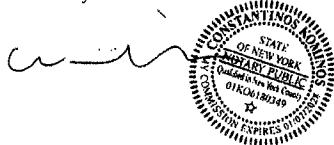
Signature of Owner 

Printed Name of Signatory Miguel Cabrera

Title Owner

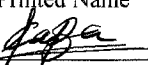
Sworn before me this 14 day of July, 2025;

Notary Public



Miguel Cabrera

Printed Name



Signature

July 14, 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

Owner

Title

July 14, 2025

Date

Macfi Solutions

Company Name

ATTACHMENT "E"

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

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

Name of Third Party Entity: Macfi Solutions

Address: 1472 Montgomery Ave #2F, Bronx, NY 10453

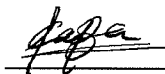
Phone Number(s): 929-842-2012

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 and asphalt washout water, General construction debris and trash.

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

County office of general services



Signature

Miguel Cabrera

Printed Name

Owner

Title

July 14, 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? _____⁵_____ 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. Oxford Driveway Replacement / Widening - 6 Oxford Street, Clifton Park, NY 12065

Office for People with Developmental Disabilities - William Keller - 518-370-4337, Contract Amount: \$47,189.26

Date of Completion: October 14, 2024

2. Cambridge Driveway Replacement - 24 Mountain View Drive, Cambridge, NY 12816

Office for People with Developmental Disabilities - William Keller - 518-370-4337, Contract Amount: \$27,895.95

Date of Completion: August 27, 2024

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.

SUNY of Oswego - Painting of Villages Living Suite - 90 Iroquois Trail, Oswego, NY 13126

80% of Completion - Contract Amount: \$64,000.00

Contact: Lisa Marches 680-677-3498

Office for People with Developmental Disabilities - South and Wilson Kitchen Renovation

1% of Completion - Contract Amount: \$26,350.00

Contact: Kevin Miller - kevin.x.miller@opwdd.ny.gov

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

N/A

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.

N/A

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.

N/A

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.

James Fay - jfay@loxmegroup.com 631-651-9330

JPMogan Chase Bank - 914-636-0933

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

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.

Macfi Solutions

Correct Name of Bidder

- (a) The business is a: Corporation

- (b) The address of principal place of business is: 1472 Montgomery Ave #2F, Bronx, NY 10453

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

N/A

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.

Macfi Solutions

Firm

Dated: July 14, 2025

By



Miguel Cabrera

(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: Macfi Solutions

By: 
(Signature)

Miguel Cabrera
(Typed)

Title: Owner

Date: July 14, 2025

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

The following is taken from Resolution No. 495 adopted by the Albany County Legislature on October 9, 2018.

Resolved, That the Albany County Legislature hereby approves and adopts the updates to the Affirmative Action Policy as reflected in the document annexed hereto, and be it further that the updated Affirmative Action Plan shall take effect immediately, and that the Commissioner of Human Resources and Director of the Division of Affirmative Action are directed to implement the policies reflected in the updated language of the Affirmative Action policy immediately and on a County-wide basis.

The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

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

ADMINISTRATION

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.

• CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must**:

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

• COMPLIANCE

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.

SANCTIONS

SC-19.5.1

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A **Minority Business Enterprise (MBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A **Woman Business Enterprise (WBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A Disadvantaged Business Enterprise (DBE) mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

- A) Black (not of Hispanic origin) -- a person having origins in any of the Black racial group of Africa.
- B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- C) Asian or Pacific Islander -- a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- D) Native American or Alaskan Natives -- a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority. For

assistance or additional information, contact

County of Albany

Division of Affirmative Action

112 State Street, Room 900, Albany, NY 12207

Phone: (518) 447-7010

Fax: (518) 447-5586

County of Albany
Division of Affirmative Action
MBE/WBE Compliance Forms



Daniel P. McCoy
Albany County Executive

County of Albany
Schedule of MBE/WBE and Labor Performance

N/A

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. The Schedule of MBE/WBE and Labor Performance must be completed and submitted within 15 days of receiving the Notice of Award. The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce.

Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at (518) 447-7010.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Contract Description: _____

Bidder is an approved



MBE



WBE

If yes, specify agency: _____

Joint Venture

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one):

No MBE/WBE joint ventures
with Bidder on this Contract.

Bidder is joint venturing with the following firm(s)
(Attach a copy of joint venture agreements to this form)

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Federal ID No.: _____

MBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

WBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = \$ _____

WBE Goal: 5% x Total Bid Amount = \$ _____

N/A

Please provide the information requested for **all** subcontractors participating on this project (include MBE/WBE firms).

Sub-contractor Name, Address, Phone	MBE, WBE or N/A	Amount of Sub- contract & Award Date	Description of Work (Trade)	Start Date Completion Date	Contracted Payment Schedule
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				

I, _____, representative of _____
 declare that the information provided is true and represents accurately my firm's efforts to comply with the Affirmative Action
 Policy. We shall continue to make every effort to ensure that MBE/WBE firms have the maximum opportunity to compete for, and
 perform contracts let by the County of Albany.

SUBMIT MONTHLY

**County of Albany MBE/WBE and
Labor Performance
Monthly Utilization Report**

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 900, Albany, NY 12207. Fax (518) 447-5560. For assistance, call (518) 447-7010.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Reporting Period: _____ Month _____ Year

Trade	Number of Hours Worked by Minorities	Number of Hours Worked by Women	Number of Hours Worked by Non-Minorities	Total Hours Worked
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Total(s):	0.00	0.00	0.00	0.00

Information Provided By _____

Date _____

MBE/WBE Payments

MBE/WBE Firm(s) Participating on the Project	Payments Made this Month	Payments Made to Date

INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the **10th** of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

County of Albany
Department of Human Resources Division of
Affirmative Action
112 State Street, Room 900, Albany, NY 12207
Phone:(518) 447-7010

NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.

County of Albany
Waiver Request for MBE/WBE Subcontracting and/or Labor Performance

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this form within fifteen days of the Intent to Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Division of Affirmative Action will evaluate each waiver individually. Please be advised that submission of this request does not guarantee waiver of the requirements. Attach additional sheets if necessary. Please refer to the County of Albany Criteria for Establishing Good Faith Effort.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Contract Type/Number: _____ Project Cost: _____

(☐) **Request Waiver of Minority/Women Labor Participation Goal. Please explain:**

Actions taken to include minority/women labor _____

(☐) **Request Waiver of Minority Subcontractor Participation Goal. Please explain:**

Actions taken to include MBE and/or WBE Subcontractor(s) _____

Signature

Name (Printed)

Title

County Of Albany
Criteria for Establishing Good Faith Effort

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?
2. Were advertisements placed in appropriate trade, general circulation and minority and women- oriented publications in a timely fashion?
3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?
4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?
5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?
6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?
7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?
8. What actions were taken to contact and assess the financial ability of certified minority and women- owned businesses enterprises to participation on the contract, and which enterprises are located out- side of the region in which the contract scope of work was or will be performed?
9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?
10. What subcontract terms and conditions were offered to certified minority and women- owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?
11. Has the contractor made payments for work performed by certified minority and women- owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?

SUPPLEMENTAL CONDITIONS

The following supplements modify, change, delete or add to the General Conditions. Where any part of the General Conditions is modified or voided by these Articles, the unaltered provisions of that part shall remain in effect.

Article 7 – CHANGES IN THE WORK

Add:

7.3.6 - The allowance for the combined overhead and profit included in the total cost to Owner shall be based on the following schedule:

- a. For the Contractor, for any work performed by their own forces, 15% of the actual cost;
- b. For each Subcontractor involved, work performed by their own forces, 15% of the actual cost;
- c. For the Contractor, for work performed by their Subcontractors, 5% of the amount due the Subcontractor.

Cost shall be limited to the following: Cost of materials, including cost of delivery, cost of labor, including Social Security and Unemployment Insurance, Workmen's Compensation Insurance, rental value of power tools and equipment.

Overhead shall include the following: Bond Premiums, supervisions, superintendent's wages to time keepers, watchmen, clerks, small tools, incidental, general office expenses and all other expenses not included in "Cost".

If the net value of change results in a credit from the Contractor or Subcontractor the credit given shall be the net cost without overhead and profit. The cost as used herein shall include all items of labor, materials and equipment.

END OF SECTION

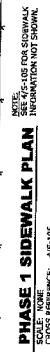
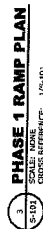
**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES
RAMP REPLACEMENT
RFB # 2025-086**

1. GENERAL SUMMARY/SCOPE OF WORK

- 1.1. Removal, reconfiguration and replacement of the public entrance concrete ramp at the Albany County Department of Social Services Building, #162 Washington Avenue. The scope of work, further detailed on attached drawings, shall include removal of existing reinforced concrete sidewalk, ramps and railings. Work shall be completed in two phases as noted herein and on attached drawings.
 - 1.1.1. Phase I shall include obtaining City of Albany Street/Sidewalk Permit to divert pedestrian traffic away and around sidewalk/ramp work, removal of existing sidewalk, water & utilities location/protection/relocation and construction of Phase I segment of new ramp foundations and surrounding sidewalks. Construction/installation of new reinforced concrete ramp and railings. The existing pedestrian ramp shall remain open and accessible during Phase I. Contractor shall be responsible to provide all required/necessary safety signage and barricades.
 - 1.1.2. Phase II shall include installation of a temporary ramp to accommodate completion/connection of new and existing portion of ramp to remain, removal of segment of ramp near NG vault and construction of connecting ramp foundations and surrounding sidewalks. Construction/installation of new reinforced concrete ramp and railings. Contractor shall be responsible to provide all required/necessary safety signage and barricades.
 - 1.1.3. Existing foundation walls and footings shall remain, to limits as noted on attached drawings. Project shall include all work noted above and all other incidental items as noted on attached C. T. Male Associates Drawings G-001, S-001, S-101, S-102, S-103, S-104 and S-105 dated 4/24/2025. The General Contractor shall be solely responsible for satisfaction of all requirements described herein, including all attachments, drawings, and addendums. See attached drawings for additional detailed information.
- 1.2. Provide material, labor, equipment, and installation to complete all necessary work as specified herein.
- 1.3. Coordinate all work with the Albany County Department of Social Services (ACDSS) and Department of General Services Facility Engineering Division (ACFE).
- 1.4. Field verify all job conditions and dimensions prior to the start of any construction. Any discrepancies, substitutions or changes shall be brought to the attention of ACFE prior to the start of any construction.

- 1.5. Comply with all necessary OSHA regulations and standards, including but not limited to "PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION".
- 1.6. Start work immediately upon receiving a Notice to Proceed from the County.
- 1.7. Contractor shall be responsible for keeping all areas of the work site free from rubbish and the accumulation of waste materials. Construction waste and debris shall be moved off site in a timely manner.
- 1.8. Limit use of premises to work in areas indicated, and do not disturb portions of project site beyond areas in which the work is indicated.
- 1.9. Protect adjacent areas from dust and debris resulting from construction activities. All areas shall be left suitable for occupancy before or after scheduled construction is complete for that day.
- 1.10. Contractor shall be responsible to contact NYS DIGSAFE 811 prior to any excavation work. Contractor shall also provide private utilities/subsurface exploration of proposed site (not covered by NYS DIGSAFE 811 public callouts/markings) as required for excavation associated with scope of work.
- 1.11. At all times, Contractor shall provide adequate safety barriers & signage to maintain pedestrian separation from work areas and not allow pedestrians to enter construction areas during construction activities or each night/weekend, when construction is complete or not ongoing for the day.
- 1.12. Provide not less than 72 hours' notice to ACDSS & ACFE of activities that will affect Building/Tenant operations.
- 1.13. Obtain necessary building permits from the **Albany County Office of Code Enforcement prior to beginning work. Contractor shall be solely responsible for scheduling Code inspections.**

www.ctmale.com

[illegible]

PHASE 1 PLANS

[illegible]

LENNY COUNTY

C.T. MALE ASSOCIATES
Engineering, Surveying, Architecture, Landscape Architecture & Design, P.C.
50 CENTURY HILL DRIVE, LATHAM, NY 12110 PH: 518/786-7400
GLENS FALLS, NY • JOHNSTOWN, NY • POUGHKEEPSIE, NY • STURACE, NY

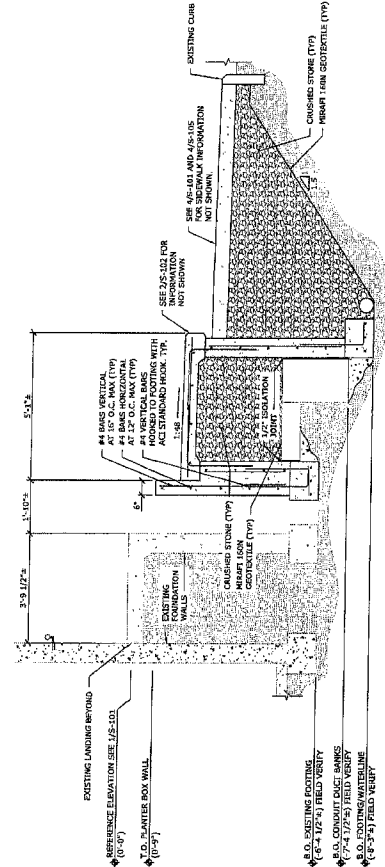
           

S-101

SHEET 3 OF 7

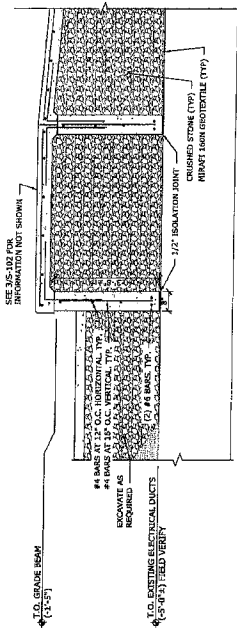
DWG NO: 25-03-60

ALBANY



1 **PHASE 1 DEMO SECTION**
SCALE: NONE
CROSS REFERENCE: 2/S-101

3
S-102



2
S-102

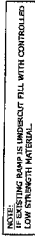
4
S-102

PHASE 1 GRADE BEAM SECTION

SCALE: NONE
PROJ. NUMBER: 15-032

RFB# 2025-086

[illegible]



2
S-104

PHASE 2 SECTIONS

**ALBANY COUNTY DEPARTMENT
OF SOCIAL SERVICES RAMP REPLACEMENT**

ALBANY COUNTY

C.T. MALE ASSOCIATES


S-104
 SHEET 6 OF 7
 DWS. NO: 25-016999
 WWW.ACTING.COM

RFB-2025-086 Bid Tabulation
162 Washington Ave DSS DGS Ramp Alteration Project
July 17, 2025 @ 11:00 am

Bidder	Gallo Construction	Macfi Solutions LLC	MJG Construction
Lump Sum Base Bid	\$ 318,600.00	\$ 168,120.00	\$ 260,000.00
15% Contingency	\$ 47,790.00	\$ 25,218.00	\$ 39,000.00
Total Bid	\$ 366,390.00	\$ 193,338.00	\$ 299,000.00

RESOLUTION NO. 10

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

Introduced: 2/13/23

By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the “County”) is hereby authorized to undertake County facility roof renovations to various County owned properties, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County’s 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the “Capital Program”). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,500,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,500,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,500,000 to pay the cost of the capital project.

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

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

thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$7,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$7,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$7,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$7,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 3. The County is hereby authorized to undertake various capital projects consisting of various mechanical upgrades and improvements, such upgrades and improvements to include all HVAC, energy management system improvements, all chiller and electrical systems, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$3,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$3,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$3,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$3,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.13 of the New York Local Finance Law (the "Law"), is fifteen (15) years.

Section 4. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$11,500,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 5. The following additional matters are hereby determined and stated:

(a) The buildings described above are class "A" buildings, as defined in Section 11.00a11(a) of the Law.

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

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

Section 6. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 8. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 9. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 10. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the “Regulations” and collectively with the SEQR Act, “SEQRA”), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced project. Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution each constitute a “Type II action” pursuant to 6 NYCRR 617.5(c)(1), (2) and (31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to such projects.

Section 11. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 4 of this resolution. This resolution shall constitute the declaration of the County’s “official intent” to reimburse the expenditures authorized by Sections 1, 2 and 3 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 12. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Section 13. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full (or a summary as permitted by the Law), together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

On long roll call vote the following members voted in favor: Burgdorf, Clay, Cleary, Collins, Commisso, Cunningham, Drake, Efekoro, Ethier, Feeney, Grimm, A.

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

Those opposed – 0

Resolution was adopted – 2/13/23