Contract #: 2025-1576

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: MVP Arena A7128

Date Submitted: 10/31/2025

Contact Person: [Bob Belber]

Contact Phone: 518-487-2008

Vendor Info: Mvp Arena

Estimated Amount: 163,500.00

Scope of Services: Lease for Suite 3 at MVP Arena

Budget Line Item:

Fiscal Impact:

County: 0.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

ROBERT BELBER
GENERAL MANAGER

NATHAN SIMS
ASST GM & DIRECTOR
OF OPERATIONS

Date: October 20, 2025

Hon. Daniel P. McCoy – Albany County Executive
Hon. Joanne Cunningham – Albany County Legislature Chairwoman
Hon. Bruce Hidley – Albany County Clerk
Albany County Legislature
112 State Street
Albany, NY 12207

Dear Members of the Albany County CAB Committee:

Re: REQUEST FOR APPROVAL OF RENEWAL LEASE FOR SUITE # 3 – BEACON BANK & TRUST (Formerly Berkshire Bank) and PRIME MANAGEMENT LLC

Please see the Request for Legislative Action for the approval to enter into a new lease for Suite # 3 – BEACON BANK & TRUST WITH PRIME MANAGEMENT LLC. The current lease for Suite # 3 expires on December 31, 2025. Berkshire Bank and Prime Management LLC were the suite holders in this suite. Berkshire Bank is now Beacon Bank & Trust. After Berkshire Bank was sold to Beacon Bank & Trust they requested to retain the suite that the share with Prime Management LLC. The new lease will be for a period/term of three years from January 1, 2026 through December 31, 2028.
The annual fees payable from the tenant equal - $54,500.00. The total value of the lease over three years is - $163,500.00. Both tenants are long-standing reputable businesses in the community.
The suite holders have paid a deposit in the amount of $3,000 which will be applied towards the first year's payable rent.

Thank you for your approval of this lease.

Sincerely,

Bob Belber

Robert Belber
General Manager

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

MVP ARENA[SM]
Albany, New York

LETTER OF INTENT

BY

<u>**BERKSHIRE BANK**</u>

FOR CORPORATE SUITE #3
(This suite is shared with PRIME MANAGEMENT LLC)

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

This *Letter of Intent* demonstrates our intention to lease one of the MVP ARENA Private Corporate Suites, namely Suite #3 (hereafter the Suite). The cost to lease one half of these suites will be TWENTY-SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS ($27,250.00) per contract year for a three (3) year term. The lease term is January 1, 2026, to December 31, 2028. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

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

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

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

MVP ARENA℠
Albany, New York

Date: 7.21.25

Signature: Pamela Robinson

Name (Print): Pamela M. Robinson

Title: Commercial Administrative Manager

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

BerkshireBank

BERKSHIRE BANK
P.O.BOX. 1308
PITTSFIELD, MA 01202

BERKSHIRE BANK
Pittsfield, MA 01201-1308
53-7169/2118

216623

Date August 15, 2025 Pay Amount $1,694.96***

****ONE THOUSAND SIX HUNDRED NINETY-FOUR AND 96/100 DOLLAR ****

COUNTER SIGNATURE REQUIRED FOR AMOUNTS OVER $10,000

Authorized Signature

Pay To The Order Of
SMG
MVP ARENA
51 SOUTH PEARL STREET
ALBANY NY 12207

Authorized Signature

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈216623⑈ ⑆211871691⑆ 22801556⑈

BerkshireBank. Check Date: 8/15/2025 Vendor Number: 0000000314 Check No: 216623

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Paid Amount
ARIV00001015	7/29/2025	00346118	194.96	194.96
ARIV0000907	6/30/2025	00346117	1,500.00	1,500.00

Check Number	Date	Total Gross Amount	Total Paid Amount
216623	8/15/2025	$1,694.96	$1,694.96

MVP ARENA℠
Albany, New York

LETTER OF INTENT

BY

PRIME MANAGEMENT LLC

FOR CORPORATE SUITE #3
(This suite is shared with BERKSHIRE BANK)

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

MVP ARENA℠
Albany, New York

Letter of Intent
PRIME MANAGEMENT LLC
Suite #3
Page 2

Date: 9/18/25

Signature: [signature]

Name (Print): Todd Curley - Prime Companies

Title: Partner

NO. 7223675009

Please post payment for:
Prime Management LLC
Prime Companies
Payment ID: 11092
Payment delivered by AvidPay Bill Payment

AvidXchange, Inc.
PO Box 36695
Charlotte, NC 28236
Payment ID: 11092
Payment delivered by AvidPay Bill Payment

DATE: 09/29/2025 VENDOR NAME: MVP ARENA VENDOR NO: MVPARENA

INVOICE NO	INVOICE DATE	DESCRIPTION	GROSS	DISCOUNT	NET
ARIV0000908	09/25/2025		1,500.00	0.00	1,500.00

TOTALS: 1,500.00

AvidXchange, Inc.
PO Box 36695
Charlotte, NC 28236
704-808-7891

Please post payment for:
Prime Management LLC
Prime Companies
Payment ID: 11092
Payment delivered by AvidPay Bill Payment

CHECK NO. 7223675009
KeyBank National Association 6-103/410

DATE	AMOUNT
09/29/2025	$*******1,500.00

MEMO Please review check stub for payment application

PAY One Thousand Five Hundred And 0/100 Dollars

VOID AFTER 90 DAYS

TO THE ORDER OF
MVP ARENA
51 S PEARL ST
ALBANY, NY 12207-1527

15213

AUTHORIZED SIGNATURE

⑈7223675009⑈ ⑆041001039⑆ 359681701017⑈

CORPORATE SUITE LEASE
BETWEEN THE COUNTY OF ALBANY, SMG/ASM GLOBAL,
BEACON BANK & TRUST
AND PRIME MANAGEMENT LLC

CONTRACT NO. 2025-1576

This is an agreement to Lease (hereinafter, the "Lease") a suite at the Albany County MVP Arena (hereinafter, the "MVP Arena" or "Arena"), by and between the County of Albany, a municipal corporation organized and existing under the laws of New York State, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County"), SMG/ASM Global, the County's managing agent of the MVP Arena, with an office located at 51 South Pearl Street, Albany, New York 12207 (hereinafter, "SMG"), Beacon Bank & Trust, with a principal place of business located at 131 Clarendon Street, Boston, Massachusetts, 02116 and Prime Management LLC, with a principal place of business located at 621 Columbia Street, Albany, New York 12203 (together, the "Suiteholders," and with the County and SMG, may be referred to herein individually as a "[P]arty" or collectively as the "[P]arties").

WITNESSETH:

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

WHEREAS, the Suiteholders proposes to lease one (1) suite for three years at a mutually-agreed price; and

WHEREAS, this Lease sets forth the understanding reached by the Parties herein;

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

ARTICLE 1. LEASED PREMISES; SUITE

The County hereby leases to the Suiteholders, and the Suiteholders hereby agree to lease from the County, Suite No. 3 (the "Suite") in the MVP Arena as more specifically described in Addendum A, attached hereto and made a part hereof, for its use during the term of this Lease. Each Suiteholder agrees to be jointly and severally liable for each and every provision, term, condition, etc. set forth in this Lease.

ARTICLE 2. TERM

The term of this Lease shall be for a period of thirty-six months, commencing January 1, 2026. At the expiration of the term, the Suiteholders shall return the suite to the County broom clean and without damage, reasonable wear and tear excepted. Any and all permanent fixtures and structural improvements provided by the Suiteholders shall become the property of the County without any reimbursement by or cost to the County.

ARTICLE 3. PAYMENT

The Suiteholders agree to pay to the County the minimum fixed rent, and all other sums due and payable to the County pursuant to this Lease as additional rent, as follows:

A. The Suiteholders agree to pay to the County during the three-year term of the Lease the sum of FIFTY-FOUR THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS ($54,500.00) annually, for a total lease amount of ONE HUNDRED SIXTY-THREE THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS ($163,500.00). Attached as Addendum C is the payment schedule showing the pro rata dollar amounts to be paid by each Suiteholder.

B. The annual rental payments due hereunder shall be made as follows:

1. The County and SMG acknowledge receipt of THREE THOUSAND AND 00/100 DOLLARS ($3,000.00) in the form of a one-time non-refundable deposit from the Suiteholders. This amount will be credited toward the first required annual payment.

2. The first annual payment, minus the deposit, shall be due on or before the Suiteholders' execution of the Lease.

3. Each of the remaining annual payments shall be due on or before September 1.

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

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

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

F. A telephone is provided in each Suite. Suiteholders will be billed for any long-distance calls made from the telephone.

ARTICLE 4. OBLIGATIONS OF THE COUNTY

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

A. Suiteholders shall be entitled to the sole and exclusive use of the said Suite during all ticketed events throughout the term of this Lease, subject to the provisions, terms and conditions contained herein, with the exception of events and tournaments of the National Collegiate Athletic Association (NCAA). Suite tickets for NCAA events may be purchased by the Suiteholders at the sole expense of the Suiteholders. Notwithstanding any other provision to the contrary, if the Suiteholders elect not to purchase all sixteen (16) tickets in the Suite to any NCAA event, the County shall have the right to assign the Suite during such NCAA events, retain the Suite for County use during such NCAA events without compensation to the Suiteholders, or sell Suite tickets during the NCAA event to others

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

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

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

E. The Suite shall accommodate sixteen (16) persons and shall be serviced and furnished as provided herein and in Schedule A.

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

ARTICLE 5. USE OF SUITE

Suiteholders shall use and occupy the Suite, as follows:

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

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

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

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

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

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

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

H. Suiteholders and their guests shall comply with the MVP Arena Code of Conduct, attached hereto as Addendum B and made a part hereof.

ARTICLE 6. RIGHT OF ENTRY

The County and its employees and agents shall have the right to enter Suiteholders' leased premises for: (1) the performance of the duties required to be performed by the County hereunder, and for any and all purposes related thereto, and (2) to investigate any suspected violations of the provisions of this Lease, County rules, and/or any applicable governmental laws, orders, codes or regulations.

ARTICLE 7. INSURANCE

A. Suiteholders, at their own expense, shall maintain and keep in effect, with insurance companies acceptable to the County, insurance hereinafter specified, with respect to Suiteholders' obligations under this Lease. Each Suiteholder shall provide the County annually with a certificate of insurance at least ten (10) days prior to the commencement of the contract year evidencing its payments for a commercial general liability policy covering bodily injury, property damage, personal injury and products liability coverage in the amount of at least ONE MILLION DOLLARS ($1,000,000) per occurrence, including fire legal liability coverage in the amount of FIFTY

THOUSAND DOLLARS ($50,000) per occurrence. The insurance shall (1) name the County of Albany, State of New York, New York State Urban Development Corporation, SMG, MVP Health Care, as primary/non-contributory additional co-insureds as their interest may appear, and (2) provide that the policy(ies) shall remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss.

B. In the event Suiteholders fail to maintain and keep such insurance in effect, the County has the option to elect against such Suiteholders that fail to obtain and/or maintain insurance as required herein:

1. to treat such breach as a default and terminate any/or all Suiteholders' rights under this Lease in accordance with Article 9 of this Lease Agreement;

2. to cure such breach on reasonable notice to the Suiteholders, at the expense of such Suiteholders, and such Suiteholders shall be liable for the reasonable amount of all expenses incurred by the County in curing the breach on Suiteholders' behalf, which shall be payable to the County on demand as additional rent; or

3. to withhold providing Suiteholders with tickets and parking passes to all events until such time as Suiteholders has provided the County with proof, acceptable to the County, that insurance is in full force and effect.

ARTICLE 8. FORCE MAJEURE

It is understood and agreed that neither the County nor the Suiteholders shall be liable to the other for any failure or delay in performance under this Agreement, related to the cancellation or non-performance of any events scheduled at the Arena, due to causes beyond their reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, government actions, or other events of force majeure. In such cases, neither party shall have any claim against the other for damages, refunds, or abatement of rent, unless such failure or delay continues for a period exceeding one (1) month, in which case the parties shall confer in good faith to determine appropriate adjustments, if any.

ARTICLE 9. DEFAULT AND TERMINATION

In addition to any other remedy to which the County may be entitled by law or as set forth in this Lease:

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

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

ARTICLE 10. WAIVER; INDEMNIFICATION AND DAMAGE

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

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

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

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

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

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

A. Renewal of Agreement

1. Upon expiration of the original term of this Lease (and upon expiration of any extended term or terms, arising pursuant to the provisions of this subparagraph) pursuant to County Law ⍰215, the County shall grant to the Suiteholder the right of first refusal to enter into a new lease with respect to the Suite held by the Suiteholder.

2. The right of first refusal shall be exercised by the Suiteholder, if at all, by written notice to the County at least one hundred and twenty (120) days prior to the expiration of the original term (or any such extended term) as provided. If Suiteholder does not timely notify the County, this Lease shall terminate at the conclusion of the original term or such extended term, as the case may be, and the County shall be free to lease the Suite to any party, commencing on the next following September 1st, it being understood that said first right of refusal, if not affirmatively exercised as aforesaid for any next succeeding term, lapses as to all subsequent terms. All property remaining on the premises after the last day of the term shall be conclusively deemed abandoned and may be removed by the County at the Suiteholder's expense. The County may also have any such property stored at the Suiteholder's sole risk and expense.

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

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

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

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

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

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

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

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

ARTICLE 13. SUCCESSORS AND ASSIGNS

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

ARTICLE 14. HEADINGS; CONSTRUCTION

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

ARTICLE 15. ENTIRE AGREEMENT

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

ARTICLE 16. NOTICES

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

County of Albany

County of Albany
Department of Law
112 State Street, Rm. 600
Albany, New York 12207

SMG/ASM Global

SMG
51 South Pearl Street
Albany, New York 12207

Suiteholder

Beacon Bank & Trust
131 Clarendon Street
Boston, Massachusetts 02116

Suiteholder

Prime Management LLC
621 Columbia Street
Albany, New York 12203

ARTICLE 17. PARTIAL INVALIDITY

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

ARTICLE 18. MISCELLANEOUS

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

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

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

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

Owner: COUNTY OF ALBANY

By: ____________________ Dated: ____________________

Daniel P. McCoy
County Executive
or
Michael P. McLaughlin
Deputy County Executive

Owner Agent: SMG/ASM Global

By: ____________________ Dated: ____________________

Robert H. Belber
General Manager

Suiteholder: Beacon Bank & Trust

By: ____________________ Dated: ____________________

James Morris
Regional President

Suiteholder: Prime Management LLC

By: ____________________ Dated: ____________________

Todd Curley
Partner

NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:
CITY OF ALBANY)

On this ______ day of ________________, 2025, before me personally came Daniel P. McCoy, to me known and known to me to be the Albany County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New York as said Executive pursuant to the authority vested in them.

____
Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:
CITY OF ALBANY)

On this ______ day of ________________, 2025, before me personally came Michael P. McLaughlin, to me known and known to me to be the Deputy County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New York as said Executive pursuant to the authority vested in them.

____
Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:
CITY OF ALBANY)

On this ______ day of ________________, 2025, before me personally came Robert H. Belber, to me known and known to me to be the General Manager of SMG/ASM Global, and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of SMG/ASM Global, as said general manager pursuant to the authority vested in them.

____
Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

STATE OF ___________)
COUNTY OF _________) ss.:
CITY OF _____________)

On this ______ day of ________________, 2025, before me personally came ________________, to me known and known to me to be the ________________ of ___________, and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of ____________________, as said officer pursuant to the authority vested in them.

____
Notary Public, State of _____________

NOTARY ACKNOWLEDGEMENT

STATE OF ___________)
COUNTY OF _________) ss.:
CITY OF _____________)

On this ______ day of ________________, 2025, before me personally came ________________, to me known and known to me to be the ________________ of ___________, and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of ____________________, as said officer pursuant to the authority vested in them.

____
Notary Public, State of _____________

ADDENDUM A

SUITE NO. 3
CORPORATE SUITE FINISHINGS AND FURNISHINGS

Finished and furnished Suite shall include:

a. Wall to wall carpeting;

b. Acoustical tile ceiling;

c. Upholstered fabric stadium chairs with arms-seating areas to be raised for maximum visibility;

d. Washroom containing appropriate amenities;

e. Bar with wet sink;

f. Television monitor bracketed from ceiling;

g. Sliding glass window opening onto auditorium;

h. telephone availability;

i. Recessed step aisle lighting; and

j. Heating, ventilation, and air conditioning.

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

ADDENDUM B

MVP ARENA CODE OF CONDUCT FOR SUITES

1. Suiteholders are responsible for the behavior of themselves and their guests while using the suite, including but not limited to, no smoking/drugs of any kind, no verbal and/or physical abuse toward any suite members and guests, no physical damage to the suite or personal property, and no climbing through the Suite window by Suiteholders or their guests.

2. The continual removal of Suiteholders or their guests by an MVP Arena staff member also violates these conduct rules.

3. Consequences of misconduct: MVP Arena shall provide written notice to the Suiteholders of their violation of these conduct rules, and may terminate the Lease with the Suiteholders after three conduct rules violations.

ADDENDUM C

SUITE NO. 3
CO-TENANCY

Beacon Bank & Trust and Prime Management LLC referred to collectively as "Suiteholder" in the Agreement, hereby mutually agree to co-tenancy of Corporate Suite No. 3.

A. Beacon Bank & Trust shall assume tenancy of one-half (8 seats) of the Suite, and responsibility for one-half of the payments specified in ARTICLE 3. PAYMENT.

   1. Beacon Bank & Trust shall pay TWENTY-SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS ($27, 250) each year of the three-year term with payment due on or before January 1.

      a. The County and SMG acknowledge receipt of FIFTEEN HUNDRED AND 00/100 DOLLARS ($1,500) in the form of a one-time non-refundable deposit from Beacon Bank & Trust. This amount will be credited toward the first required annual payment.

   2. As specified in ARTICLE 4. OBLIGATIONS OF THE COUNTY Letter B., Beacon Bank & Trust, shall have the opportunity to purchase eight (8) tickets for seats outside the suite except for certain shows that may be limited to four (4) tickets outside the suite.

      b. As specified in ARTICLE 4. Letter C, Beacon Bank & Trust, will receive two (2) parking passes in the adjoining MVP Arena parking garage.

B. Prime Management LLC shall assume tenancy of one-half (8 seats) of the Suite, and responsibility for one-half of the payments specified in ARTICLE 3. PAYMENT.

   1. Prime Management LLC shall pay TWENTY-SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS ($27, 250) each year of the three-year term with payment due on or before January 1.

      a. The County and SMG acknowledge receipt of FIFTEEN HUNDRED AND 00/100 DOLLARS ($1,500) in the form of a one-time non-refundable deposit from Prime Management LLC. This amount will be credited toward the first required annual payment.

ADDENDUM C CONTINUED

2. As specified in ARTICLE 4. OBLIGATIONS OF THE COUNTY Letter B, Prime Management LLC, shall have the opportunity to purchase eight (8) tickets for seats outside the suite except for certain shows that may be limited to four (4) tickets outside the suite.

    b. As specified in ARTICLE 4. Letter C, Prime Management LLC, will receive two (2) parking passes in the adjoining MVP Arena parking garage.

Contract #: 2025-1581

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: MVP Arena A7128

Date Submitted: 10/31/2025

Contact Person: [Bob Belber]

Contact Phone: 518-487-2008

Vendor Info: Mvp Arena

Estimated Amount: 163,500.00

Scope of Services: Lease for Suite 8 at MVP Arena

Budget Line Item:

Fiscal Impact:

County: 0.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

ROBERT BELBER
GENERAL MANAGER

NATHAN SIMS
ASST GM & DIRECTOR
OF OPERATIONS

Date: October 22, 2025

Hon. Daniel P. McCoy – Albany County Executive
Hon. Joanne Cunningham – Albany County Legislature Chairwoman
Hon. Bruce Hidley – Albany County Clerk
Albany County Legislature
112 State Street
Albany, NY 12207

Dear Members of the Albany County CAB Committee:

Re: REQUEST FOR APPROVAL OF RENEWAL LEASE FOR SUITE # 8 – NORTHEASTERN INSURANCE AGENCY LLC & EMPIRE REAL ESTATE FIRM

Please see the Request for Legislative Action for the approval to enter into a new lease for Suite # 8 – NORTHEASTERN INSURANCE AGENCY LLC & EMPIRE REAL ESTATE FIRM. The current lease for Suite # 8, which is with Pat Schneider Associates expires on January 14, 2026. Pat Schneider Associates elected not to renew her suite. Northeastern Insurance Agency LLC has been a suite holder in Suite #25 for years and they are first on the list of suite holders that are located behind the "end stage set up" to be able to move once a better suite opens up. Northeastern Insurance Agency LLC is sharing Suite #8 with Empire Real Estate Firm (collectively the "Tenant"). The new lease will be for a period/term of three years from January 15, 2026 through January 14, 2029.

The annual fees payable from the tenant equal - $54,500.00. The total value of the lease over three years is - $163,500.00. Both tenants are long-standing reputable businesses in the community.

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

Thank you for your approval of this lease.

Sincerely,

Bob Belber

Robert Belber
General Manager

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

MVP ARENA℠
Albany, New York

LETTER OF INTENT

BY

<u>NORTHEASTERN INSURANCE AGENCY, LLC</u>

FOR CORPORATE SUITE #8
(This suite is shared with Empire Real Estate Firm)

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

This *Letter of Intent* demonstrates our intention to lease one of the MVP ARENA Private Corporate Suites, namely Suite #8 (hereafter the Suite). The cost to lease three quarters of these suites will be FORTY THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS ($40,875.00) per contract year for a three (3) year term. The lease term is January 15, 2026, to January 14, 2029. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

Each SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent.* Twelve (12) passes will be provided at no charge for all Albany Firebirds arena football and Siena University men's basketball home games. Twelve (12) passes will also be provided for every ticketed event at the MVP ARENA in each contract year with the exception of the NCAA events. Suite tickets for NCAA championship events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to twelve (12) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to six (6) additional "outside" seats.

To further solidify this *Letter of Intent,* <u>a non-refundable deposit of $2,250.00</u> (TWO THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement. *LOI Deposit for (8) seats ($1,500.00) in Suite 25 already received.

MVP ARENA℠
Albany, New York

Letter of Intent
NORTHEASTERN INSURANCE AGENCY, LLC
Suite #8
Page 2

Date: 9/20/25

Signature: ________________

Name (Print): Michael Venezio

Title: President

2591

NORTHEASTERN INSURANCE AGENCY LLC
1214 TROY SCHENECTADY ROAD STE 2
LATHAM, NY 12110

29-1310/213

DATE 9/30/25

PAY TO THE ORDER OF MVP ARENA $750 00

Seven Hundred Fifty and 00/— DOLLARS

Citizens

MEMO INV# ARIV0001106

⑆021313103⑆ 4010550960⑈ 2591

Details on back. Security features.

MVP ARENA℠
Albany, New York

LETTER OF INTENT

BY

EMPIRE REAL ESTATE FIRM

FOR CORPORATE SUITE #8
(This suite is shared with Northeastern Insurance Agency, LLC.)

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

This *Letter of Intent* demonstrates our intention to lease one of the MVP ARENA Private Corporate Suites, namely Suite #8 (hereafter the Suite). The cost to lease one quarter of these suites will be THIRTEEN THOUSAND SIX HUNDRED TWENTY-FIVE AND 00/100 DOLLARS ($13,625.00) per contract year for a three (3) year term. The lease term is January 15, 2026, to January 14, 2029. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

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

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

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

MVP ARENA℠
Albany, New York

Letter of Intent
EMPIRE REAL ESTATE FIRM
Suite #8
Page 2

Date: 10/3/25

Signature:

Name (Print): Tyler Moffatt

Title: Owner/Partner

THE MOFFATT GROUP, INC.
5 QUEENS CT
LOUDONVILLE, NY 12211-2115

1437

1-32/210 NY
19128

DATE 10/21/25

PAY TO THE ORDER OF Mvr ARENA $ 750.00

Seven hundred and fifty Dollas DOLLARS

Photo Safe Deposit® Details on back

BANK OF AMERICA

ACH R/T 021000322

FOR Suite 8 L01

Maureen Moffatt MP

⑈001437⑈ ⑆021000322⑆ 483068313767⑈

CORPORATE SUITE LEASE
BETWEEN THE COUNTY OF ALBANY, SMG/ASM GLOBAL,
NORTHEASTERN INSURANCE AGENCY, LLC
AND EMPIRE REAL ESTATE FIRM

CONTRACT NO. 2025-1581

This is an agreement to Lease (hereinafter, the "Lease") a suite at the Albany County MVP Arena (hereinafter, the "MVP Arena" or "Arena"), by and between the County of Albany, a municipal corporation organized and existing under the laws of New York State, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County"), SMG/ASM Global, the County's managing agent of the MVP Arena, with an office located at 51 South Pearl Street, Albany, New York 12207 (hereinafter, "SMG"), Northeastern Insurance Agency, LLC, with a principal place of business located at 1214 Troy Schenectady Rd, Latham, New York 12110 and Empire Real Estate Firm with a principal place of business located at 10 Shelbourne Drive, Loudonville, New York 12211 (together, the "Suiteholders," and with the County and SMG, may be referred to herein individually as a "[P]arty" or collectively as the "[P]arties").

WITNESSETH:

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

WHEREAS, the Suiteholders proposes to lease one (1) suite for three years at a mutually-agreed price; and

WHEREAS, this Lease sets forth the understanding reached by the Parties herein;

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

ARTICLE 1. LEASED PREMISES; SUITE

The County hereby leases to the Suiteholders, and the Suiteholders hereby agree to lease from the County, Suite No. 8 (the "Suite") in the MVP Arena as more specifically described in Addendum A, attached hereto and made a part hereof, for its use during the term of this Lease. Each Suiteholder agrees to be jointly and severally liable for each and every provision, term, condition, etc. set forth in this Lease.

ARTICLE 2. TERM

The term of this Lease shall be for a period of thirty-six months, commencing January 15, 2026. At the expiration of the term, the Suiteholders shall return the suite to the County broom clean and without damage, reasonable wear and tear excepted. Any and all permanent fixtures and structural improvements provided by the Suiteholders shall become the property of the County without any reimbursement by or cost to the County.

ARTICLE 3. PAYMENT

The Suiteholders agree to pay to the County the minimum fixed rent, and all other sums due and payable to the County pursuant to this Lease as additional rent, as follows:

A. The Suiteholders agree to pay to the County during the three-year term of the Lease the sum of FIFTY-FOUR THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS ($54,500.00) annually, for a total lease amount of ONE HUNDRED SIXTY-THREE THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS ($163,500.00). Attached as Addendum C is the payment schedule showing the pro rata dollar amounts to be paid by each Suiteholder.

B. The annual rental payments due hereunder shall be made as follows:

1. The County and SMG acknowledge receipt of THREE THOUSAND AND 00/100 DOLLARS ($3,000.00) in the form of a one-time non-refundable deposit from the Suiteholders. This amount will be credited toward the first required annual payment.

2. The first annual payment, minus the deposit, shall be due on or before the Suiteholders' execution of the Lease.

3. Each of the remaining annual payments shall be due on or before September 1.

C. The term "Contract Year" as used herein, shall mean any year during the term hereof, commencing on January 15 and ending the following January 14.

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

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

F. A telephone is provided in each Suite. Suiteholders will be billed for any long-distance calls made from the telephone.

ARTICLE 4. OBLIGATIONS OF THE COUNTY

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

A. Suiteholders shall be entitled to the sole and exclusive use of the said Suite during all ticketed events throughout the term of this Lease, subject to the provisions, terms and conditions contained herein, with the exception of events and tournaments of the National Collegiate Athletic Association (NCAA). Suite tickets for NCAA events may be purchased by the Suiteholders at the sole expense of the Suiteholders. Notwithstanding any other provision to the contrary, if the Suiteholders elect not to purchase all sixteen (16) tickets in the Suite to any NCAA event, the County shall have the right to assign the Suite during such NCAA events, retain the Suite for County use during such NCAA events without compensation to the Suiteholders, or sell Suite tickets during the NCAA event to others

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

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

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

E. The Suite shall accommodate sixteen (16) persons and shall be serviced and furnished as provided herein and in Schedule A.

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

ARTICLE 5. USE OF SUITE

Suiteholders shall use and occupy the Suite, as follows:

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

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

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

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

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

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

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

H. Suiteholders and their guests shall comply with the MVP Arena Code of Conduct, attached hereto as Addendum B and made a part hereof.

ARTICLE 6. RIGHT OF ENTRY

The County and its employees and agents shall have the right to enter Suiteholders' leased premises for: (1) the performance of the duties required to be performed by the County hereunder, and for any and all purposes related thereto, and (2) to investigate any suspected violations of the provisions of this Lease, County rules, and/or any applicable governmental laws, orders, codes or regulations.

ARTICLE 7. INSURANCE

A. Suiteholders, at their own expense, shall maintain and keep in effect, with insurance companies acceptable to the County, insurance hereinafter specified, with respect to Suiteholders' obligations under this Lease. Each Suiteholder shall provide the County annually with a certificate of insurance at least ten (10) days prior to the commencement of the contract year evidencing its payments for a commercial general liability policy covering bodily injury, property damage, personal injury and products liability coverage in the amount of at least ONE MILLION DOLLARS ($1,000,000) per occurrence, including fire legal liability coverage in the amount of FIFTY

THOUSAND DOLLARS ($50,000) per occurrence. The insurance shall (1) name the County of Albany, State of New York, New York State Urban Development Corporation, SMG, MVP Health Care, as primary/non-contributory additional co-insureds as their interest may appear, and (2) provide that the policy(ies) shall remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss.

B. In the event Suiteholders fail to maintain and keep such insurance in effect, the County has the option to elect against such Suiteholders that fail to obtain and/or maintain insurance as required herein:

1. to treat such breach as a default and terminate any/or all Suiteholders' rights under this Lease in accordance with Article 9 of this Lease Agreement;

2. to cure such breach on reasonable notice to the Suiteholders, at the expense of such Suiteholders, and such Suiteholders shall be liable for the reasonable amount of all expenses incurred by the County in curing the breach on Suiteholders' behalf, which shall be payable to the County on demand as additional rent; or

3. to withhold providing Suiteholders with tickets and parking passes to all events until such time as Suiteholders has provided the County with proof, acceptable to the County, that insurance is in full force and effect.

ARTICLE 8. FORCE MAJEURE

It is understood and agreed that neither the County nor the Suiteholders shall be liable to the other for any failure or delay in performance under this Agreement, related to the cancellation or non-performance of any events scheduled at the Arena, due to causes beyond their reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, government actions, or other events of force majeure. In such cases, neither party shall have any claim against the other for damages, refunds, or abatement of rent, unless such failure or delay continues for a period exceeding one (1) month, in which case the parties shall confer in good faith to determine appropriate adjustments, if any.

ARTICLE 9. DEFAULT AND TERMINATION

In addition to any other remedy to which the County may be entitled by law or as set forth in this Lease:

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

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

ARTICLE 10. WAIVER; INDEMNIFICATION AND DAMAGE

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

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

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

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

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

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

A. Renewal of Agreement

1. Upon expiration of the original term of this Lease (and upon expiration of any extended term or terms, arising pursuant to the provisions of this subparagraph) pursuant to County Law §215, the County shall grant to the Suiteholder the right of first refusal to enter into a new lease with respect to the Suite held by the Suiteholder.

2. The right of first refusal shall be exercised by the Suiteholder, if at all, by written notice to the County at least one hundred and twenty (120) days prior to the expiration of the original term (or any such extended term) as provided. If Suiteholder does not timely notify the County, this Lease shall terminate at the conclusion of the original term or such extended term, as the case may be, and the County shall be free to lease the Suite to any party, commencing on the next following September 1st, it being understood that said first right of refusal, if not affirmatively exercised as aforesaid for any next succeeding term, lapses as to all subsequent terms. All property remaining on the premises after the last day of the term shall be conclusively deemed abandoned and may be removed by the County at the Suiteholder's expense. The County may also have any such property stored at the Suiteholder's sole risk and expense.

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

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

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

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

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

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

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

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

ARTICLE 13. SUCCESSORS AND ASSIGNS

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

ARTICLE 14. HEADINGS; CONSTRUCTION

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

ARTICLE 15. ENTIRE AGREEMENT

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

ARTICLE 16. NOTICES

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

County of Albany

County of Albany
Department of Law
112 State Street, Rm. 600
Albany, New York 12207

SMG/ASM Global

SMG
51 South Pearl Street
Albany, New York 12207

Suiteholder

Northeastern Insurance Agency, LLC
1214 Troy Schenectady Rd
Latham, New York 12110

Suiteholder

Empire Real Estate Firm
10 Shelbourne Drive
Loudonville, New York 12211

ARTICLE 17. PARTIAL INVALIDITY

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

ARTICLE 18. MISCELLANEOUS

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

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

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

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

Owner: COUNTY OF ALBANY

By: ____________________ Dated: ________________

Daniel P. McCoy
County Executive
or
Michael P. McLaughlin
Deputy County Executive

Owner Agent: SMG/ASM Global

By: ____________________ Dated: ________________

Robert H. Belber
General Manager

Suiteholder: Northeastern Insurance Agency, LLC

By: ____________________ Dated: ________________

Michael Venezio
President

Suiteholder: Empire Real Estate Firm

By: ____________________ Dated: ________________

Tyler Moffatt
CMO

NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:
CITY OF ALBANY)

On this ______ day of ________________, 2025, before me personally came Daniel P. McCoy, to me known and known to me to be the Albany County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New York as said Executive pursuant to the authority vested in them.

____
Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:
CITY OF ALBANY)

On this ______ day of ________________, 2025, before me personally came Michael P. McLaughlin, to me known and known to me to be the Deputy County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New York as said Executive pursuant to the authority vested in them.

____
Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:
CITY OF ALBANY)

On this ______ day of ________________, 2025, before me personally came Robert H. Belber, to me known and known to me to be the General Manager of SMG/ASM Global, and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of SMG/ASM Global, as said general manager pursuant to the authority vested in them.

____
Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

STATE OF ___________)
COUNTY OF _________) ss.:
CITY OF ____________)

On this ______ day of ________________, 2025, before me personally came ________________, to me known and known to me to be the ________________ of __________, and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of ____________________, as said officer pursuant to the authority vested in them.

____
Notary Public, State of ____________

NOTARY ACKNOWLEDGEMENT

STATE OF ___________)
COUNTY OF _________) ss.:
CITY OF ____________)

On this ______ day of ________________, 2025, before me personally came ________________, to me known and known to me to be the ________________ of __________, and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of ____________________, as said officer pursuant to the authority vested in them.

____
Notary Public, State of ____________

ADDENDUM A

SUITE NO. 8
CORPORATE SUITE FINISHINGS AND FURNISHINGS

Finished and furnished Suite shall include:

a. Wall to wall carpeting;

b. Acoustical tile ceiling;

c. Upholstered fabric stadium chairs with arms-seating areas to be raised for maximum visibility;

d. Washroom containing appropriate amenities;

e. Bar with wet sink;

f. Television monitor bracketed from ceiling;

g. Sliding glass window opening onto auditorium;

h. telephone availability;

i. Recessed step aisle lighting; and

j. Heating, ventilation, and air conditioning.

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

ADDENDUM B

MVP ARENA CODE OF CONDUCT FOR SUITES

1. Suiteholders are responsible for the behavior of themselves and their guests while using the suite, including but not limited to, no smoking/drugs of any kind, no verbal and/or physical abuse toward any suite members and guests, no physical damage to the suite or personal property, and no climbing through the Suite window by Suiteholders or their guests.

2. The continual removal of Suiteholders or their guests by an MVP Arena staff member also violates these conduct rules.

3. Consequences of misconduct: MVP Arena shall provide written notice to the Suiteholders of their violation of these conduct rules, and may terminate the Lease with the Suiteholders after three conduct rules violations.

ADDENDUM C

SUITE NO. 8
CO-TENANCY

Northeastern Insurance Agency, LLC and Empire Real Estate Firm referred to collectively as "Suiteholder" in the Agreement, hereby mutually agree to co-tenancy of Corporate Suite No. 8.

A. Northeastern Insurance Agency, LLC, shall assume tenancy of three-quarters (12 seats) of the Suite, and responsibility for three quarters of the payments specified in ARTICLE 3. PAYMENT.

    1. Northeastern Insurance Agency, LLC, shall pay FORTY THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS ($40,875) each year of the three-year term with payment due on or before January 15.

        a. The County and SMG acknowledge receipt of TWO THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS ($2,250) in the form of a one-time non-refundable deposit from Northeastern Insurance Agency, LLC. This amount will be credited toward the first required annual payment.

    2. As specified in ARTICLE 4. OBLIGATIONS OF THE COUNTY Letter B., Northeastern Insurance Agency, LLC, shall have the opportunity to purchase eight (12) tickets for seats outside the suite except for certain shows that may be limited to four (6) tickets outside the suite.

        b. As specified in ARTICLE 4. Letter C, Northeastern Insurance Agency, LLC will receive three (3) parking passes in the adjoining MVP Arena parking garage.

B. Empire Real Estate Firm, shall assume tenancy of one-quarter (4 seats) of the Suite, and responsibility for one-quarter of the payments specified in ARTICLE 3. PAYMENT.

    1. Empire Real Estate Firm, shall pay THIRTEEN THOUSAND SIX HUNDRED TWENTY-FIVE AND 00/100 DOLLARS ($13,625) each year of the three-year term with payment due on or before January 15.

        a. The County and SMG acknowledge receipt of SEVEN HUNDRED FIFTY AND 00/100 DOLLARS ($750) in the form of a one-time non-refundable deposit from Empire Real Estate Firm. This amount will be credited toward the first required annual payment

ADDENDUM C CONTINUED

2. Specified in ARTICLE 4. OBLIGATIONS OF THE COUNTY Letter B., Empire Real Estate Firm, shall have the opportunity to purchase four (4) tickets for seats outside the suite except for certain shows that may be limited to two (2) tickets outside the suite.

   b. As specified in ARTICLE 4. Letter C, Empire Real Estate Firm, will receive one (1) parking pass in the adjoining MVP Arena parking garage.

Contract #: 2025-0781

Contract Type: standard

Contract Action: new

Procurement Type: Other

Department: Sheriff's Office A3110

Date Submitted: 12/06/2025

Contact Person: [Megan Noonan]

Contact Phone: 518-487-5349

Vendor Info: StarChase LLC

Estimated Amount: 49484.00

Scope of Services: Starchase Vehicle Mounted Launcher System

Budget Line Item:

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Other

ALBANY COUNTY - VENDOR AGREEMENT

Contract No. 2025-0781

THIS AGREEMENT (this "Agreement") is made by and between COUNTY OF ALBANY, a municipal corporation by and of the State of New York, with a principal office located at the Harold L. Joyce Albany County Office Building, 112 State Street Albany, NY 12207 (the "County"), and STARCHASE LLC , having an address at P.O. Box 10057 Virginia Beach, VA 23450 (the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, the County requires performance of services and/or goods in connection with the accusation of a Vehicle Mounted GPS Dart Launcher System ; and

WHEREAS, the Vendor agrees to provide such services and/or goods for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the County and Vendor mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the services and/or provide goods (the "Work") identified in Schedule A, which is attached hereto and made a part of this Agreement. Notwithstanding anything to the contrary, if any of the terms and provisions of this Agreement conflict with or differ from any of the terms and provisions of Schedule A, the terms and provisions of this Agreement shall control. Vendor agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Vendor that the County will not compensate Vendor for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Vendor agrees to perform the Work beginning January 1, 2025 and ending June 30, 2026 .

ARTICLE 3. COMPENSATION

For satisfactory performance of the Work, or as such Work may be modified by mutual written agreement, the County agrees to compensate Vendor, and Vendor agrees to accept, an amount not to exceed 49484.00 . The parties agree that this dollar amount includes all expenses incurred providing the Work and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance. The Vendor shall submit to the County an Albany County Claim form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

The County will audit and pay the proper amounts due Vendor within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Vendor in writing of the County's reasons for objecting to all or any portion of the claim form submitted by Vendor. Costs in excess of this Agreement's not-to-exceed amount if any, may not be incurred without prior written approval and amendment authorization by the proper County authority.

ARTICLE 4. NON-APPROPRIATIONS

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or agency has been employed or retained by Vendor to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

Vendor represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Work herein provided. Vendor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Albany County Ethics Law as amended from time to time, to submit a Disclosure Form to the Albany County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Albany County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a bid, proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid, proposed or quoted, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In providing the Work and incurring expenses under this Agreement, Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Country including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, Vendor, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this Agreement, and agrees if the County were to be assessed a penalty related to this Agreement that Vendor will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Work to be performed by it under this Agreement, without the prior express written consent of the County. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any Work provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement. All Work performed by a subcontractor shall be deemed to be work performed by the Vendor and the Vendor shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees and costs arising from the activities of its subcontractor(s).

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the Laws of the State of New York.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

Vendor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the Work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

All original records compiled by the Vendor in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The Vendor may retain copies of such records for its own use.

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

All claim forms presented for payment and the books, records, and accounts upon which said claim forms are based are subject to audit by the County. Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Vendor shall make its records available to the County upon request.

All books, claim forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Vendor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

This Article shall remain in effect for a period of six (6) years following expiration or earlier termination.

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this Agreement, Vendor covenants and certifies that it shall comply, in all respects, with all applicable federal, state and local laws, rules and regulations. This shall include, but not be limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B.

Pursuant to New York State Finance Law § 139-L, Vendor, by signing this Agreement, further certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement **SHALL BE VOID** and of no effect unless Vendor shall secure Workers' Compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

For all of the Work set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the County shall be named as primary/non-contributory additionally insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 12. The provisions of insurance by Vendor shall not in any way limit Vendor's liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Vendor hereby agrees to effectuate the naming of the County of Albany as certificate holder and primary/non-contributory additional insured on the required insurance policy(ies), with the exception of workers' compensation. If Vendor is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Vendor must describe its financial condition and the self-insured funding mechanism(s).

II. The policy(ies) naming the County of Albany as certificate holder and primary/non-contributory additional insured shall, without exception:

- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
- Contain a 30-day notice of cancellation.
- State that the insurer's coverage shall be primary coverage for the County of Albany, its officers, and employees.
- The County of Albany shall be listed as certificate holder and primary/non-contributory additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. Vendor agrees to indemnify the County for any applicable deductibles.

IV. Required Insurance (unless otherwise provided in RFB/RFP):

- **Commercial General Liability Insurance**

  $1,000,000 per occurrence/ $2,000,000 aggregate. General Aggregate to apply on a per project basis.

- **Automobile Liability**

  $1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.

- **Excess/Umbrella Insurance**

  $1,000,000; $3,000,000; $5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).

- **Workers' Compensation and N.Y.S. Disability**

  Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

- **Owners/Contractors Protective Insurance** (Required for large construction projects.)

  $1,000,000 per occurrence/$2,000,000 aggregate; Albany County as the named insured.

- **Bid, Performance and Labor & Material Bonds**

  If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

- **Professional Liability/Malpractice**

  $1,000,000 aggregate (If commercially available for your profession) $1,000,000 per claim

V. Vendor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Vendor is to provide the County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- Policy retroactive dates coincide with or precede Vendor's start of the performance of the Work (including subsequent

policies purchased as renewals or replacements);
- Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Work;
- If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Work performed for the County; and
- Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Work performed under this Agreement.

ARTICLE 13. DEFENSE AND INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Work provided pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents. The duty to defend hereunder shall be triggered immediately upon the County receipt of a notice of claim, service of process or other demand or claim.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of Vendor either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this Article shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

ARTICLE 14. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this Agreement, or (3) upon Vendor becoming insolvent.

Upon termination of this Agreement, Vendor shall comply with any and all County closeout procedures, including, but not limited to:

A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Work similar to those so terminated, and Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any Work procured by the County to complete the Work herein will be charged to Vendor and/or set off against any sums due Vendor.

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Vendor, Vendor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute vendor to satisfactorily complete the Work, together with the County's own costs incurred in procuring a substitute vendor. The County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Vendor's claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 17. SET-OFF RIGHTS

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 18. NO ARBITRATION; JURISDICTION AND VENUE

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, shall not be submitted to arbitration unless specifically agreed thereto in writing by the County, but shall instead only be heard in the Supreme Court of the State of New York, with venue in Albany County, or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all Work under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Work are rendered.

ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE

Vendor hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this Agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 21. TAXES

The County is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any agreement or bid/proposal price. A Tax-Exempt Certificate will be executed upon Vendor's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Vendor has or may have with the County without the express written permission of the-County. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, not shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARRMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)

A. **Lobbying**. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Vendor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

B. **Debarment, Suspension and other Responsibility Matters**. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. Vendor certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State of local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

C. **Drug-Free Workplace (Vendors other than individuals)**. As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. Vendor will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees about:

i. The dangers of drug abuse in the workplace;

ii. Vendor's policy of maintaining a drug-free workplace;

iii. Any available drug counseling, rehabilitation, and employee assistance program; and

iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a)

d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:

i. Abide by the terms of the statement.

ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction.

e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or

ii. Requiring such employee to participate satisfactorily in a drug abuse assistance ore rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

D. **Drug-Free Workplace (Vendors who are individuals).** As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the Agreement, Vendor certifies that he, she, they, it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Agreement; and

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

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

ARTICLE 25. WAGE AND HOUR PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplemental Exhibits issued by the State Labor Department. Furthermore, Vendor and its subcontractors shall pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, Vendor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for the Work.

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

The Vendor hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Vendor has not:

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

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

ARTICLE 27. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH & NOTIFICATION ACT

Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business

Law Section 899-aa).

ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED

Vendor, for itself, its assignees, and successors in interest agree as follows:

1. Gratuities. It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

2. Kickbacks. It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 29. TITLE VI – REQUIRED LANGUAGE

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: Vendor shall comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. Non-discrimination: Vendor, with regard to the Work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Vendor of the subcontractor's obligations under this Agreement, and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: Vendor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Vendor is in the exclusive possession of another who fails or refuses to furnish the information, Vendor shall so certify to the County, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of Vendor's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it or the County may determine to be appropriate, including, but not limited to: a. withholding payments to Vendor under the Agreement until Vendor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: Vendor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Vendor shall take action with respect to any subcontract or procurement as County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Vendor may request the County to enter into any litigation to protect the interests of the County. In addition, Vendor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of

disability); and 49 CFR Part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 30. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 31. MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Work covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Work, and after amendment approval by the appropriate County authority, the parties mutually agree to an Amendment to this Agreement, which shall specifically set forth the scope of such extra or additional work and the amount of compensation and the extension of the time for performance, if any, for any such work.

ARTICLE 32. NO WAIVER OF PERFORMANCE

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

ARTICLE 33. COOPERATION

Vendor shall cooperate with representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of the Vendor to the end that the Work may proceed expeditiously and economically.

ARTICLE 34. NON-INTERUPTION OF WORK [Contractors only]

A Vendor who is a contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Vendor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 35. EXTRA SERVICES/GOODS

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

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Vendor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local

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

ARTICLE 37. AUTHORITY

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

ARTICLE 38. MISCELLANEOUS PROVISIONS

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

DIGITAL SIGNATURE PAGE

Schedule A

1. Quote from StarChase
2. Sole Source letter from StarChase

NEW YORK STATE | Division of Criminal Justice Services

OPDF Sole Source or Single Source Exemption Request Form

1. Applicant/Grantee Name: Albany County Sheriff's Office

2. Applicant/Grantee Address: 16 Eagle Street Albany, New York 12207

3. Subcontractor/Supplier/Vendor Name: StarChase LLC.

4. Date of Request: 9/29/25 **5: Contract Number:** C450903 **6. Project ID Number:** VI25-1044-D00

7. Contract Amount: 500,000.00 **8. Contract Period:** 1/1/25-6/30/26 **9. Exemption Amount:** 49,484.00

10. Contact Name/Title: Megan Noonan/ Grants Manager

11. E-mail Address: megan.noonan@albanycountyny.gov **12. Phone Number:** 518-487-5349

13. Exemption Requested (check the appropriate box) : ☐ **Sole Source** ☑ **Single Source**

Note: Sole source is defined as a procurement in which only one Subcontractor/Supplier is capable of supplying the required product or service. Single source is defined as a procurement in which although two or more Subcontractors/Suppliers can supply the required commodity or service, the Applicant/Grantee can provide substantial justification to award to a Subcontractor/Supplier over the other(s).

Complete the following fields below as succinctly as possible.

14.Provide a brief description of the program, including the contracted purpose and objective:

StarChase Vehicle Mounted Launcher System is an easily deployable GPS system that enables law enforcement to tag and track a suspect vehicle from a distance. This system provides real-time tracking technology and field visibility to assist officers in coordinating apprehension without chase and/or suspect surveillance.

15. Explain the circumstances detailing why it is necessary to contract non-competitively, including the expertise, experience, and knowledge of the subcontractor/supplier, including alternatives considered:

StarChase is the exclusive and sole manufactirer of the StarChase Vehicle Mounted and Handheld tagging and tracking techhnology. StarChase has one connected reseller; which is Safeware Inc.

16. Detail any time constraints anticipated with selecting another subcontractor/supplier, including the impact on the program, both programmatically and fiscally:

StarChase is the preferred vendor for this product due to them being the sole manufacturer and due to the fact that the reseller's price is $7,552.00 higher than the manufacturer's based on quotes from both companies.

OPDF Sole Source or Single Source Exemption Request Form

17. Detail the uniqueness of the subcontractor/supplier and how its services and/or commodities will benefit the contracted program:

StarChase is the exclusive and sole manufacturer of the StarChase Vehicle Mounted and Handheld tagging and tracking technology. StarChase's technology is a patented product with unique characteristics such as, electronic/surveillance, law enforcement vehicle/traffic accessories, and pursuit management.

18. Provide a justification detailing reasonableness of cost (i.e. similar costs for similar services in the region, continuation of current services at not increase in cost, etc.):

StarChase is the preferred vendor for this product due to them being the sole manufacturer and due to the fact that the reseller's (Safeware) price quote is $7,552.00 higher than the manufacturer's quote.

19. Provide any other details deemed necessary to substantiate this request:

This system will be used by our SCOPE Unit for targeted patrols in the City of Albany in alignment with both our Violence Intervention and GIVE grants.

Certification

20. I certify to the best of my knowledge that the utilization of this subcontractor/supplier is in the best interests of my organization.

21. Certified by: Megan Noonan **22. Date:** 9/29/25

Note: Sole Source or Single Source Exemption will not be approved without a grantee certification.

PSGR: Katherine Stark **Date:** 10/5/25 ☑ **Approved** ☐ **Denied**

Reviewer Comments:

****** PSGR please attach a copy of the approved form in the shared drive P:\DCJS\OPDF\AllShared\Sole-Single Source Exemption Requests******

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

StarChase LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

P.O. Box 10057

Requester's name and address (optional)

6 City, state, and ZIP code

Virginia Beach, VA 23450

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

_ _ _ - _ _ - _ _ _ _

or

Employer identification number

4 6 - 0 9 8 5 7 5 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date** 1/02/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

STARCHASE

Jan 1, 2025

To Whom It May Concern:

StarChase is the exclusive and sole manufacturer of the StarChase Vehicle Mounted and Handheld tagging and tracking technology. StarChase's technology is a patented product. Unique characteristics make it a stand-alone product in: Electronic/Surveillance (ex: AVL, Automatic Vehicle Location), Law Enforcement Vehicle/Traffic Accessories, and Pursuit Management / Emergency Products Categories.

Our patented products are solely available through StarChase.

- StarChase is the only law enforcement tool (vehicle mounted/installed and hand-held device) that allows an officer to tag and track a suspect vehicle from a distance in virtually any situation.
- StarChase's real-time tracking technology, provides field visibility to dispatchers and assists officers in coordinating apprehension and/or perform suspect surveillance.
- StarChase provides a secure 'tamper proof' historical data tracking record for later analysis and court admissibility.
- StarChase can be integrated with existing mission critical agency applications (i.e., dispatch CAD environment).
- StarChase's CoreView mapping data can be downloaded to agency servers for indefinite historical record keeping.
- StarChase's products are TAA compliant and built/assembled at their US headquarters in Virginia Beach, VA.

Respectfully Submitted,

Trevor Fischbach

Trevor A, Fischbach, President
StarChase, LLC.

Corporate: StarChase, LLC. PO Box 10057, Virginia Beach VA 23450
Office: 757-447-3625 I email: sales@starchase.com I www.starchase.com

STARCHASE

PO Box 10057, Virginia Beach, VA 23450

Quote# 2667
Valid Until: Jun 30, 2025

Date: June 01, 2025

Sales Representative: Chris Clayton
Phone:919-810-3011
Email:cclayton@starchase.com

Bill To :
Albany County Sheriff's Office
112 State St.
Albany,New York
United States

Ship To :
112 State St.
Albany,New York
12207
United States

Product Code	Product Description	Qty.	MSRP	Extended Price	Total
90010300	GUARDIAN - VX (1) Vehicle Mounted Launcher System - Black, (1) Interior Console, (1) Remote Key Fob and 12 Month Limited Manufacturer Warranty (labor not included).	3	$ 6,499.00	$ 6,499.00	$ 19,497.00
23-SC-TSP-T5	GUARDIAN - VX Total Solution Package: 60 Months Unlimited Subscription GPS Live Tracking Projectiles, CoreView Mapping, Data and User Access. Annual Base Rate = $1,215.00	3	$ 6,075.00	$ 6,075.00	$ 18,225.00
23-SC-WARR-12-YR2	GUARDIAN - VX 12 Month Limited Manufacturer Warranty Extended (labor not included). Extended Warranty - Year 2	3	$ 325.00	$ 325.00	$ 975.00
23-SC-WARR-12-YR3	GUARDIAN - VX 12 Month Limited Manufacturer Warranty Extended (labor not included). Extended Warranty - Year 3	3	$ 375.00	$ 375.00	$ 1,125.00
23-SC-WARR-12-YR4	GUARDIAN - VX 12 Month Limited Manufacturer Warranty Extended (labor not included). Extended Warranty - Year 4	3	$ 400.00	$ 400.00	$ 1,200.00
23-SC-WARR-12-YR5	GUARDIAN - VX 12 Month Limited Manufacturer Warranty Extended (labor not included). Extended Warranty - Year 5	3	$ 450.00	$ 450.00	$ 1,350.00

23-SC-TRAIN	GUARDIAN - VX On-Site Dispatch and Operator Train the Trainer Module, (1) Shot Box 12 included (INCONUS).	1	$ 4,000.00	$ 4,000.00	$ 4,000.00
23-SC-INSTALL	GUARDIAN - VX Vehicle Installation Per Unit (INCONUS).	3	$ 995.00	$ 995.00	$ 2,985.00

Subtotal:	$ 49,357.00
Shipping:	$ 127.00
Tax:	
Grand Total	$ 49,484.00

To review and download a copy of our product terms and conditions, please Click Here

Customer Name:________________________

Signature:____________________________

PO No:____________________________

Date:________________________________

Special Notes:

Contract #: 2025-1625

Contract Type: standard

Contract Action: renew

Procurement Type: State Contract

Department: Human Resources A1432

Date Submitted: 11/07/2025

Contact Person: [Shannon Coffil],[Caleb Federman]

Contact Phone: ,

Vendor Info: M M Hayes Company Inc

Estimated Amount: 97721.15

Scope of Services: MM Hayes Kronos Annual Support

Budget Line Item: A -11-13-1432-000-44070 -10000

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	Bruce A. Hidley	Joanne Cunningham, Chairwoman
Albany County Executive	Albany County Clerk	Albany County Legislature

DIGITAL SIGNATURE PAGE

MMHayes
improving life at work

INVOICE NO. **83932**
DATE: **9/17/2025**

SOLD TO

Albany County
Attn:Human Resources Accounts Payable
112 State Street, Room 1100
Albany, NY 12207

Kronos Annual Support

CUST.NO.	SHIP VIA	F.O.B.	CARTONS	ACCOUNT REPRESENTATIVE
0001307				Michael Hayes

DATE SHIPPED	CUSTOMER ORDER NO.	TERMS	STATEMENT TYPE
		Net 45	INVOICE

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	NYS CONTRACT PM68156		
	Group 73600 - Award 22802		
4,000	Kronos Workforce Timekeeper v8.1	9.25	37,000.00
4,150	Kronos Workforce Employee	6.27	26,020.50
4,000	Kronos Workforce Accruals	3.61	14,440.00
1,000	Kronos Workforce Managers	72.45	72,450.00
4,000	Kronos Workforce Record Manager	0.94	3,760.00
4,000	Munis Bi-Directional Payroll Interface	1.02	4,080.00
4,000	Munis Accrual Balance Interface	1.02	4,080.00
700	Workforce Mobile Employee	1.81	1,267.00
5	Workforce Mobile Manager	14.73	73.65
	150 Scheduling Licenses		
20	InTouch DX with Bar Code Reader	200.00	4,000.00
1	M.M. Hayes Support Services Discount	-69,450.00	-69,450.00
	Effective Dates:		
	November 1, 2025 - October 31, 2026		

<u>Remit To:</u>
M.M. Hayes Company, Inc.
16 Sage Estate
Albany, New York 12204

Phone: (518) 459-5545
visit us online at ***www.mmhayes.com***

Net Invoice:	97,721.15
Sales Tax:	0.00
Total:	97,721.15

MMHAYES-01 JENNINEBOISVERT

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/7/2025

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

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

PRODUCER	CONTACT NAME:	
NFP Property & Casualty Services, Inc. 98 B Troy Road East Greenbush, NY 12061	PHONE (A/C, No, Ext): (518) 479-2004	FAX (A/C, No): (518) 479-2012
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Utica National Assurance Company	10687
INSURED	INSURER B : Graphic Arts Mutual Insurance Company	25984
M M Hayes Company Inc 16 The Sage Estate Menands, NY 12204	INSURER C : ACE American Insurance Company	22667
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			5419823	12/31/2024	12/31/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			5201767	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			5419824	12/31/2024	12/31/2025	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			5201769	12/31/2024	12/31/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	E&O/Professional Lia			D94690493	1/1/2025	1/1/2026	Each Occurence	5,000,000

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

CERTIFICATE HOLDER	CANCELLATION
Albany County 112 State Street Albany, NY 12207	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

Contract #: 2025-1586

Contract Type: standard

Contract Action: new

Procurement Type: Other

Department: Unified Court A1164

Date Submitted: 11/03/2025

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: New York State Industries for the Disabled, Inc.

Estimated Amount: 35,355.59

Scope of Services: OCA Window Cleaning

Budget Line Item: 1164-4046

Fiscal Impact:

County: 37.00

State: 63.00

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

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: November 3, 2025

Re: OCA Window Cleaning

As a Preferred Source Vendor under the New York State Finance Law 162, DGS requested a proposal from New York State Industries for the Disabled, Inc. for window cleaning services for the three court facilities.

Family Court located at 30 Clinton Ave. Albany NY 12207
Judicial Center located at 6 Lodge St. Albany NY 12207
Court House located at 16 Eagle St. Albany NY 12207.

I recommend excepting their proposal of $35,355.59 for the three facilities.

The projected term will be November 15, 2025 through January 14, 2026

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

DML:tas

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

DANIEL P. McCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
General Services

FROM: Pamela O Neill Pamela
Purchasing Agent

DATE: November 7, 2025

RE: OCA Window Cleaning

I am in receipt of your recommendation to New York State Industries for the Disabled Inc. for Window Cleaning for the three (3) court facilities in the amount of $35,355.59.

As NYSID is a New York State preferred source I have no objection to your contract request in the amount of $35,355.59.

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

Schedule A

1) Window Cleaning Scope of Services
2) Price Concurrence for Albany County Department of General Services_Courts_Window Cleaning_10_31_25

WINDOW WASHING SERVICES
GENERAL SCOPE OF SERVICES

The scope of this contract is for the Contractor to wash windows inside and outside at various Albany County Facilities.

All bidding contractors should conduct a site visit by contacting the Building Superintendent listed for each group of facilities.

Where scaffolding or mechanical lifts are needed at any facility to access the windows, it shall be the responsibility of the Contractor to provide such equipment.

Various windows on the South facing facade of the *Albany County Court House* may be inaccessible due to landscaping restrictions. Contractor should identify and label windows that are believed to be inaccessible.

A. GENERAL REQUIREMENTS:

1. A service representative is to check with the Building Superintendent prior to reporting to the building for scheduling purposes.
2. Service Technicians are to sign in with the Facility Manager to gain access to specific areas and ensure minimal disruption to daily operations.
3. Service Technicians are to sign out with the Facility Manager and ensure all accessed areas and equipment are secured.
4. The work will be progressed in such a manner as to interfere as little as possible with the functioning of Albany County's Facilities and with the safety and convenience of its personnel and the general public.
5. All windows physically opened for cleaning must be closed and secured after cleaning.
6. In performing the work called for by these specifications, the Contractor will require its employees to use the equipment and safety devices that are required by Section 202 of the Labor Law and by Section 21 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York, entitled "Protection of Persons Employed at Window Cleaning - Structural Requirements, Equipment and Procedures," issued by the Industrial Board of Appeals, New York State Department of Labor, Empire State Plaza, Albany, NY 12223.
7. Only trained technicians will be permitted in completing service.
8. Albany County reserves the right to reject and bar from any County facility, any employee hired by the Contractor.
9. The Contractor will use every precaution to prevent damage to the buildings, roads, curbs, walks, pipes, poles and all other structure above and below the ground that are adjoining or included in the area under the contract. The Contractor will repair or replace, at its own expense, any County owned property and Albany County employees personal property damaged or destroyed by its forces.
10. It is the Contractor's responsibility to maintain equipment and materials provided for the work consistent with applicable safety and health codes.

11. The Contractor shall complete each phase of work at a site before moving its crew to another location.
12. Albany County will not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
13. Contractor is responsible for obtaining any traffic or sidewalk permits

B. ACCEPTANCE OF WORK:

1. Work will be accepted by Albany County and paid for, after each facility is completed in its entirety.
2. Upon completion of work, the Contractor and Albany County personnel will conduct a joint inspection. Window cleaning will be accepted only if it meets the following criteria:
    a. Each window has been cleaned in its entirety.
    b. Each window is entirely free of spots, streaks, rust, stains or other matter with the exception of discolorations and staining due to broken thermal seals.
3. Albany County reserves the right to add or remove any building from the contract at any time during the term of the bid.

Buildings to be cleaned

*****All exterior windows and doors cleaned inside and outside *****

A. Albany County Family Court – On-Site Contact: David Quinn 518-339-6273
32 Clinton Avenue
Albany, NY 12207
(Two story building with partially exposed basement. Exterior of windows accessible from exterior only)

B. Albany County Judicial Center – On-Site Contact: David Quinn 518-339-6273
6 Lodge Street
Albany, NY 12207
(Five story building with partially exposed basement. Exterior of windows accessible from exterior only.)

C. Albany County Court House – On-Site Contact: David Quinn 518-339-6273
Columbia and Eagle Streets
Albany, NY 12207
(Five story building with partially exposed basement. Exterior of windows accessible from exterior only.)

NYSID
Purchasing That Powers Employment

Request for Price Concurrence

Date Sent:	October 31, 2025	
Contracting Agency:	Albany County Department of General Services	PLEASE UPDATE INFORMATION IF NEEDED
Customer Contact:	Thomas A. Stover	
Job Title:	Special Assistant to the Commissioner	
Street Address:	112 State Street	
City, State Zip:	Albany, NY 12207	
Phone: 518-447-3020	Fax#	E- Mail: thomas.stover@albanycounty.gov

Member Agency: RSS

Corporate Partner: Janitronics

Service: Window Cleaning, Inside and Outside

Location: 16 Eagle, 6 Lodge, 30 Clinton,

Proposed Price:

- 16 Eagle @ $20,320.21 per occurrence,
- 6 Lodge @ $12,203.37 per occurrence,
- 30 Clinton @ $2,832.01
- Total: $35,355.59

Proposed Term: One Year from Contract Approval

This form is not a contract; it is only an acknowledgment of your concurrence to the above proposed price. If requested, a cost analysis can be provided for your review documenting proposed cost of service.

Please Note: All contracts with NYS Prevailing Wage Schedules issued on or after 8/1/2010 must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the annual NYS Department of Labor Published Prevailing Wage Schedules.
All contracts with NYC Prevailing Wage Schedules must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the NYC Comptrollers Published Prevailing Wage Schedule.

The SOW was discussed during a site visit. Windows inside and outside each building.

If you are in agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for price approval if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

New York State Industries for the Disabled, Inc.
ATTN: Ethan Durham
11 Columbia Circle Drive
Albany, NY 12203-5156

E-mail: edurham@nysid.org
Phone: 518-694-0255
Ext.: 255
Fax:

NYSID Account Representative

Authorized Signature: Thomas A Stover
Printed Name: Thomas A. Stover
Job Title: Spec. Asst.
Date: 11/3/25

☐ See attached documents in lieu of signed form

Preferred Source Facilitating Entity	NYSID

Project Information

Purchasing Agency Name	Albany County Courts	Application Date	10/10/2025
Contact Name	David Quinn		
Contact Email	david.quinn@albanycountyny.gov		
Contact Phone Number			
Contact Street Address			
City, State, Zip Code			
Project Name	Window Cleaning Inside and out		
Proposed Start Date	upon customer approval		

Direct Labor
People working to fulfill contract specifications

Disabled/Blind Labor Job Title	Estimated Number of Employees	Number of Hours	Hourly Wage	Total	
Service Technician, non-lift work- OT/Weekend/Night Rate	1.00	54	$ 34.50	$ 1,863.00	
PTO Service Technician, non-lift work		5.40	$ 34.50	$ 186.30	
PTO= (6 Hol+3 Float+16 Vac+1BD = 26 days/50weeks =26/(50*5)=10%)					
				$ -	
Service Technician, lift work- OT/Weekend/Night Rate	1.00	0	$ 45.00	$ -	
PTO Service Technician,		-	$ 45.00	$ -	
PTO= (6 Hol+3 Float+16 Vac+1BD = 26 days/50weeks =26/(50*5)=10%)					
Service Technician, non-lift work- **Regular Rate**	1.00	54.00	$ 23.00	$ 1,242.00	
PTO Service Technician, non-lift work		5.40	$ 23.00	$ 124.20	
PTO= (6 Hol+3 Float+16 Vac+1BD = 26 days/50weeks =26/(50*5)=10%)				$ -	
				$ -	
				$ -	
Drone Spotter,		8.00	$ 21.00	$ 168.00	
PTO Drone Spotter,		0.80	$ 21.00	$ 16.80	
PTO= (6 Hol+3 Float+16 Vac+1BD = 26 days/50weeks =26/(50*5)=10%)				$ -	
Disabled/Blind Labor Total	**Total FTE**	**Total Hours**	**Total Annual Hours**	**Total Wages**	**Direct Disabled/Blind Wages Total**
	0.0654	127.60	1950	$ 3,600.30	**$ 3,600.30**

Non-Disabled/Sighted Labor Job Title	Estimated Number of Employees	Number of Hours	Hourly Wage	Total	
Service Technician, non-lift work- OT/Weekend/Night Rate	1.00	0	$ 34.50	$ -	
PTO Service Technician, non-lift work		-	$ 34.50	$ -	
PTO= (6 Hol+3 Float+16 Vac+1BD = 26 days/50weeks =26/(50*5)=10%)					
				$ -	
Service Technician, lift work- OT/Weekend/Night Rate	1.00	48	$ 45.00	$ 2,160.00	
PTO Service Technician,		4.80	$ 45.00	$ 216.00	
PTO= (6 Hol+3 Float+16 Vac+1BD = 26 days/50weeks =26/(50*5)=10%)					
Service Technician, non-lift work- **Regular Rate**	1.00	56.00	$ 23.00	$ 1,288.00	
PTO Service Technician, non-lift work		5.60	$ 23.00	$ 128.80	
PTO= (6 Hol+3 Float+16 Vac+1BD = 26 days/50weeks =26/(50*5)=10%)				$ -	
Drone Pilot		8.00	$ 36.00	$ 288.00	
PTO Drone Pilot		0.80	$ 36.00	$ 28.80	
PTO= (6 Hol+3 Float+16 Vac+1BD = 26 days/50weeks =26/(50*5)=10%)				$ -	
				$ -	
Non-Disabled/Sighted Labor Total	**Total FTE**	**Total Hours**	**Total Annual Hours**	**Total Wages**	**Direct Non-Disabled/Sighted Wages Total**
	0.0632	123.20	1950	$ 4,109.60	**$ 4,109.60**

Preferred Source Facilitating Entity	NYSID

Project Information

Purchasing Agency Name	Albany County Courts	**Application Date**	10/10/2025
Contact Name	David Quinn		
Contact Email	david.quinn@albanycountyny.gov		
Contact Phone Number			
Contact Street Address			
City, State, Zip Code			
Project Name	Window Cleaning Inside and out		
Proposed Start Date	upon customer approval		

Total All Direct Labor Wages
$ 7,709.90

Disabled Labor Ratio and FTEs

Total Direct Disabled/Blind Labor Hours	127.60	**DIRECT LABOR WORKFORCE AFFIRMATION**
Total All Direct Labor Hours	250.80	I affirm that fifty percent or more of the total direct labor hours needed for the provision of these services will be worked by employees who are disabled, blind, visually impaired or a qualified veteran as required by the State Finance Law Section 162(4)(b).
Disabled/Blind Labor Ratio: Percentage Disabled Labor Hours (Total Disabled Direct Labor / Total All Direct Labor Hours)	50.8772%	
FTEs (Direct Disabled Labor)	**0.0654**	
FTEs (Total Direct Labor)	**0.1286**	
		Type or Print Name:
		Signature: ______________________________

Preferred Source Facilitating Entity	NYSID

Project Information

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Indirect Labor
Management, oversight and titles not directly related to specifications.

Indirect Disabled/Blind Labor Job Title	Estimated Number of Employees	Number of Hours	Hourly Wage	Total	
				$ -	
				$ -	
				$ -	
Indirect Disabled/Blind Labor Total	Total FTE	Total Hours		Total Wages	Indirect Disabled/Blind Wages
	0.0000	-		$ -	$ -

Indirect Non-Disabled/Sighted Labor Job Title	Estimated Number of Employees	Number of Hours	Hourly Wage	Total	
Supervisor	1.00	40.00	$ 32.00	$ 1,280.00	
Paid Time Off	1.00	4.00	$ 32.00	$ 128.00	
				$ -	
Indirect Non-Disabled/Sighted Labor Total	Total FTE	Total Hours		Total Wages	Indirect Non-Disabled/Sighted Wages
	0.0226	44.00		$ 1,408.00	$ 1,408.00

Total All Indirect Labor Wages
$ 1,408.00

Total All Wages
$ 9,117.90

Employee Benefits

Fringe Benefits (Excluding Article 9 Supplemental Benefits)

Benefit Type	Rate	Disabled/ Blind Labor Total	Non-Disabled/ Sighted Labor Total	Total
Workers Compensation	0.0768	$ 276.50	$ 423.75	$ 700.25
FICA	0.0765	$ 275.42	$ 422.10	$ 697.52
Life Insurance	0.0050	$ 18.00	$ 27.59	$ 45.59
Disability	0.0100	$ 36.00	$ 55.18	$ 91.18
Unemployment Insurance	-	$ -	$ -	$ -
Liability Insurance	0.0350	$ 126.01	$ 193.12	$ 319.13
Unemployment Insurance FUTA	0.0080	$ 28.80	$ 44.14	$ 72.94
Unemployment Insurance NYS	0.0350	$ 126.01	$ 193.12	$ 319.13
Total Fringe Benefits (Excluding Article 9 Supplemental Benefits		$ 886.75	$ 1,358.98	$ 2,245.74

Article 9 Supplemental Benefits

Employee/Job Title	# of Hours	Supplemental Benefit Rate	Disabled/ Blind Labor Total	Non-Disabled/ Sighted Labor Total	Total
Disabled/ Blind Direct			$ -		
Disabled/ Blind Direct			$ -		
Non- Disabled/ Sighted Direct				$ -	
Non- Disabled/ Sighted Direct				$ -	

Preferred Source Facilitating Entity	NYSID

Project Information	Purchasing Agency Name	Albany County Courts	Application Date	10/10/2025
	Contact Name	David Quinn		
	Contact Email	david.quinn@albanycountyny.gov		
	Contact Phone Number			
	Contact Street Address			
	City, State, Zip Code			
	Project Name	Window Cleaning Inside and out		
	Proposed Start Date	upon customer approval		

Total Supplemental Benefits	$ -	$ -	$ -

Summary

Description	Fringe Benefits (Excluding Article 9 Supplemental Benefits)	Article 9 Supplemental Benefits	Total All Benefits
Disabled/ Blind Labor	$ 886.75	$ -	$ 886.75
Non- Disabled/ Sighted Labor	$ 1,358.98	$ -	$ 1,358.98
Total All Benefits			$ 2,245.74

Total All Wages + Benefits
$ 11,363.64

Insurance

Summary Total Other Insurance

Insurance Type	Cost	Total Insurance
		$ -
		$ -
		$ -

Preferred Source Facilitating Entity	NYSID

Project Information

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Contact Name	David Quinn		
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Contact Street Address			
City, State, Zip Code			
Project Name	Window Cleaning Inside and out		
Proposed Start Date	upon customer approval		

Equipment Amortization Costs

Description	Original Cost	Annual Cost	Hourly Cost	Project Cost
Window Cleaning Kits (see Exhibit A)	9,320.26	3,121.51	$ 3.90	978.59
Subtotal				Total Equipment Amortization
				$ 978.59

Equipment Operating Costs

Description	Quantity	Price	Total Cost	
Drone Rental 1 Trip	1.00	$ 875.00	$ 875.00	
Drone Transport	2.00	$ 175.00	$ 350.00	
			$ -	
Diesel for lift	10.00	$ 5.00	$ 50.00	
Sidewalk Permit	1.00	$ 75.00	$ 75.00	
86' Lift Rental per 1 Week	1.00	$ 2,200.00	$ 2,200.00	
Lift Transport	2.00	$ 175.00	$ 350.00	
Subtotal			$ 3,900.00	Total Equipment Operating Cost
				$ 3,900.00

Supplies and Non-Amortized Equipment

Description	Quantity	Price	Total Cost	
microfiber towels, 24pk	0.50	$ 40.83	$ 20.42	
18" washer sleeve	1.00	$ 18.08	$ 18.08	
10" washer sleeve	1.00	$ 8.89	$ 8.89	
razor blades, 100 pack	0.50	$ 9.75	$ 4.88	
squeegee rubbers, 24", 12 pack	0.50	$ 80.29	$ 40.15	
chamois cloths	1.00	$ 28.34	$ 28.34	
synthetic sponges	1.00	$ 3.15	$ 3.15	
Window Soap- 1 Gallon	1.00	$ 34.83	$ 34.83	
			$ -	
Subtotal			$ 158.73	Total Supplies and Non-Amortized Equipment
				$ 158.73

Preferred Source Facilitating Entity	NYSID

Project Information				
Purchasing Agency Name	Albany County Courts	Application Date	10/10/2025
Contact Name	David Quinn		
Contact Email	david.quinn@albanycountyny.gov		
Contact Phone Number			
Contact Street Address			
City, State, Zip Code			
Project Name	Window Cleaning Inside and out		
Proposed Start Date	upon customer approval		

Other Costs

Description	Quantity	Price	Total Cost	
			-	
13.4 miles per round trip, 2 vehicles	27	0.67	18.09	
			-	
			-	
Subtotal			$ 18.09	Total Other Cost
				$ 18.09

Contract Subtotal
$ 16,419.05

Preferred Source Facilitating Entity	NYSID

Project Information

Purchasing Agency Name	Albany County Courts	Application Date	10/10/2025
Contact Name	David Quinn		
Contact Email	david.quinn@albanycountyny.gov		
Contact Phone Number			
Contact Street Address			
City, State, Zip Code			
Project Name	Window Cleaning Inside and out		
Proposed Start Date	upon customer approval		

Overhead and Fees

Description	Rate %		Total Cost	
Administrative Overhead	19.00%		$ 3,119.62	
Subtotal With Overhead			$ 19,538.67	
Preferred Source Fee	4.00%		$ 781.55	
Subtotal With Overhead and Fees			$ 20,320.21	Subtotal with Overhead and Fees Total
				$ 20,320.21

Contract Total
$ 20,320.21

Options for Extension

	Description	Term / Amount	Frequency	
Initial Contract Term (In Years)		1		
Options for Extensions				Annual Total:
Cost Escalator (If applicable)				Per Occurance: $ 20,320.21

Contract #: 2025-1527

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Building Services A1620

Date Submitted: 10/23/2025

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: Insparisk, LLC

Estimated Amount: 50250.00

Scope of Services: General Services Elevator Inspection Services

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Budget Line Item: 1620-4046

Fiscal Impact:

County: 60.00

State: 40.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

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

REQUEST FOR BIDS
ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES

RFB #2025-070

ELEVATOR INSPECTIONS

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
PAMELA O NEILL, PURCHASING AGENT
112 STATE STREET, ROOM 820
ALBANY, NY 12207

RFB#2025-070

Elevator Inspection Services
Albany County Department of General Services

General Requirements:

1. Completed safety code inspection reports are to be submitted to the Department of General Services technical representative within ten (10) working days after each safety code inspection.

   Original code inspection report shall be signed by an on-site representative of the County to confirm contract hours spent on the job site. Duplicate invoice for safety code inspection shall be submitted along with safety code inspection report. Payment will not be approved without proper documentation.

2. Safety code inspector is to check with the County technical representative one (1) week prior to schedule code inspection and witness of safety tests.

3. Safety code inspectors will sign-in and sign-out when arriving, and leaving the job-site for code inspections. Inspector's failure to sign-in and sign-out with building representatives shall be understood to mean that no inspection work was performed.

4. The County will not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.

5. The Department of General Services interpretation of specifications shall be final and binding upon the Contractor.

6. The Department of General Services will make no allowances or concession to the Contractor for any alleged misunderstanding or deception because of quantity, quality, character, location, or other conditions. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality, or extent of work to be furnished, it shall be assumed that the Contractor has based his bid on the more expensive manner. Final decisions will rest with the Department of General Services.

7. INSPECTION - The quality of service shall be subject to review by County at any time. Should it be found that quality of services being performed is not satisfactory, and that the requirements of the specifications are not being met, the Department of General Services may terminate the contract.

8. Inspections shall be conducted during normal working hours established by the County, but will generally be between 8:00am and 5:00Pm, Monday through Friday. The inspection contractor shall be prepared to occasionally perform inspection services at other times ad no additional cost were inspection during normal hours creates a hardship for any County agency.

RFB#2025-070

Elevator Inspection Services
Albany County Department of General Services

Inspection Services:

All equipment defined and regulated by the ASME A17.1 Code shall be inspected at the intervals specified in the ASME A17.1Code.

The Services rendered by the contractor shall be on semiannual and annual basis for all elevators as listed in the bid specifications. County list of elevators to be covered under this contract are described in Appendix A. The awarded contractor shall maintain a tracking system for all periodic and routine inspections and shall be responsible for notifying the County on all notifications, no less than two (2) months prior to when the tests are due. A County representative shall witness all routine inspections and safety testing.

The awarded contractor shall provide semiannual and annual periodic, routine inspections, and appropriate tests of all existing elevators, escalators, dumbwaiters, and other vertical lift transportation equipment at the intervals specified by the applicable ASME A17.1 Code.

1. Approve the equipment if it meets applicable code requirements
2. Approve the equipment, as noted for minor deficiencies and non-life safety related items. The award contractor shall monitor any such deficiency and corrective timeline.
3. Reject the equipment and provide written justification if the equipment does not meet code and is deemed to be unsafe. If the equipment is deemed to be unsafe due to non-compliance of a life threatening code violation, the contractor shall remove the unsafe equipment from service.

Inspection Reports:

Upon completion of inspections of existing equipment, the Contractor shall perform the following:

1. After each inspection of equipment, the inspector shall complete an Elevator Inspection Report. The report shall contain the findings and resulting recommendations of the inspection, particularly those dealing with code deficiencies, hazards and safety, and substandard maintenance. The completed inspection report shall be delivered to the County within ten (10) business days from the date of the inspection.
2. Any condition which may affect the life safety of passengers or equipment shall be immediately reported to the County. A written report clearly listing the defects found and the required corrective action shall be issued to the County with twenty four (24) hours of the date of the inspection.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Elevator Inspections**
Bid Number: **2025-070**

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: Stormwter 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:

__Insparisk_LLC_

Attn:_Michael_DeVita________________________________

____

____

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

Phone:

_9172994270____________________

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Elevator Inspections**
Bid Number: **2025-070**

LOCATION	Semi Annual Inspection	Annual Inspection	Full Load Inspection (1 inspection during the 5 year term)
County Office Building, Elevator #1	$ 90	$ 180	$ 360
County Office Building Elevator #2	$ 90	$ 180	$ 360
County Office Building Elevator #3	$ 90	$ 180	$ 360
County Office Building Elevator #4	$ 90	$ 180	$ 360
County Office Building Elevator #5	$ 90	$ 180	$ 360
County Office Building Elevator#6	$ 90	$ 180	$ 360
Mercantile Building Elevator #1	$ 90	$ 180	$ 360
Mercantile Building Elevator#2	$ 90	$ 180	$ 360
Department of Social Services Elevator#1	$ 90	$ 180	$ 360
Department of Social Services Elevator #2	$ 90	$ 180	$ 360

	Semi Annual Inspection	**Annual Inspection**	**Full Load Inspection (1 inspection during the 5 year term)**
Albany County Health Department Elevator#1	$ 90	$ 180	$ 360
Albany County Mental Health Elevator#1	$ 90	$ 180	$ 360
Albany County Court House Elevator #1	$ 90	$ 180	$ 360
Albany County Court House Elevator#2	$ 90	$ 180	$ 360
Albany County Court House Elevator#3	$ 90	$ 180	$ 360
Albany County Court House Elevator#4	$ 90	$ 180	$ 360
Judicial Center Elevator#1	$ 90	$ 180	$ 360
Judicial Center Elevator#2	$ 90	$ 180	$ 360
Judicial Center Elevator#3	$ 90	$ 180	$ 360
Judicial Center Elevator#4	$ 90	$ 180	$ 360

	Semi Annual Inspection	**Annual Inspection**	**Full Load Inspection (1 inspection during the five year term)**
Family Court Elevator#1	$ 90	$ 180	$ 360
Family Court Elevator#2	$ 90	$ 180	$ 360
Family Court Elevator#3	$ 90	$ 180	$ 360
Family Court Elevator#4	$ 90	$ 180	$ 360
Family Court Elevator #5	$ 90	$ 180	$ 360
Total for all locations	$ 2,250	$ 4,500	$ 9,000
Grand Total	$ 11,250	$ 22,500	$ 9,000
	(Total times Five year contract)	(Total times Five year contract)	(Total for one inspection during the five year contract)

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:

_Insparisk_LLC____________________________

______By: Michael DeVita
(Signature_Michael DeVita______
______________________(Typed)____________

Title:Project_Manager____________________

Date:

10/10/2025____________________________

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Elevator Inspections**
Bid Number: **2025-070**

COMPANY: Insparisk LLC

ADDRESS: 61-43 186th St

CITY, STATE, ZIP: Fresh Meadows, NY 11365

TEL. NO.: 888-464-6772

FAX NO.: 888-510-8974

FEDERAL TAX ID NO.: 26-1951237

CERTIFICATE OF REGISTRATION NUMBER
(ARTICLE 8 PUBLIC WORK CONTRACTOR REGISTRY

____

REPRESENTATIVE: Michael DeVita, Project Manager

E-MAIL: mdevita@insparisk.com

SIGNATURE AND TITLE Michael DeVita

DATE 10/10/2025

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

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

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

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

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

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

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

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

Michael DeVita
Signature

__Project_Manager________________
Title

Date: 10/10/2025__________________

_Insparisk_LLC___________________
Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _______________)
COUNTY OF _______________) **SS.:**

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

____

Notary Public, State of _______________

Qualified in ______________________

Commission Expires _________________

If Corporation:

STATE OF NY)
COUNTY OF Queens) **SS.:**

On this 11th day of October, 20025 before me personally appeared Michael DeVita to me known, who, being by me sworn, did say that he resides at (give address) 15223 Lake Lamonia, Winter Garden; FL that he is the (give title) Project Manager of the (name of corporation) Insparisk LLC, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public State of Florida
Claudia Allen
My Commission HH 424276
Expires 7/20/2027

Claudia Allen

Notary Public, State of FL

Qualified in Orange County

Commission Expires 7-20-2027

If Partnership:

STATE OF _______________)
COUNTY OF _______________) **SS.:**

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

____

Notary Public, State of _______________

Qualified in ______________________

Commission Expires _________________

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:

☑ PRIME CONTRACTOR

2. VENDOR'S LEGAL BUSINESS NAME: Insparisk LLC	3. IDENTIFICATION NUMBERS a) FEIN #26-1951237 b) DUNS # 827908331
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:	5. WEBSITE ADDRESS (if applicable):https://insparisk.com/

6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 61-43 186th St Fresh Meadows, NY 11365	7. TELEPHONE NUMBER : 888 464 6772	8. FAX NUMBER 888 510 8974
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE

Name: Michael DeVita

Title: Project Manager

Telephone Number : 888 464 6772

Fax Number : 888 510 8974

e-mail : mdevita@insparisk.com

13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.

a) NAME Steven Perotto	TITLE Shareholder	b) NAME Vincent Caputo	TITLE COO
c) NAME Stipan Kleva	TITLE CEO	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? ☐ Yes ☑ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☑ No
List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.

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), AFFLITIATE 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? ***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.***	☐ Yes ☑ No
	b) file returns or pay New York State unemployment insurance? ***Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.***	☐ Yes ☑ No
	c) Property Tax *Indicate the years the vendor failed to file.*	☐ 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 OR THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☑ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☑ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : 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.	☐ Yes	☑ No

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 #26-1951237

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

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: Insparisk LLC

Address: 61-43 186th St

City, State, Zip: Fresh Meadows, NY 11365

Signature of Owner ____

Printed Name of Signatory Sagan Kleva

Title CEO

Sworn before me this 9 day of October, 2025.

____
Notary Public

VINCENT CAPUTO
Notary Public, State of New York
No. 01CA6175222
Qualified in Queens County
Commission Expires Oct 9, 2027

Vincent Caputo
Printed Name

____
Signature

10/9/25
Date

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

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

B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Michael DeVita
Signature

Project Manager
Title

10/9/2025
Date

Insparisk LLC
Company Name

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 sub- mission 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: Insparisk LLC Address: 61-43 186th St

City: Fresh Meadows State: New York Zip: 11365

Telephone: 888 464 6772 Fax Number: 888 510 8974 Federal ID No.: 26-1951237

Contract Type/Number: RFB 2025-070 Project Cost: $42,750

(☑) **Request Waiver of Minority/Women Labor Participation Goal. Please explain:**

Despite our efforts, we were unable to meet the MWBE participation goals for this project. We placed advertisements and outreach notices to attract qualified MWBE subcontractors; however, we received no responses. Additionally, this specific bid requires a specialized elevator license, which significantly limits the available pool of qualified vendors.

Actions taken to include minority/women labor ____________________

(☑) **Request Waiver of Minority Subcontractor Participation Goal. Please explain:**

Despite our efforts, we were unable to meet the MWBE participation goals for this project. We placed advertisements and outreach notices to attract qualified MWBE subcontractors; however, we received no responses. Additionally, this specific bid requires a specialized elevator license, which significantly limits the available pool of qualified vendors.

Actions taken to include MBE and/or WBE Subcontractor(s) ____________________

Michael DeVita
Signature

Michael DeVita
Name (Printed)

Project Manager
Title

FORM C

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?

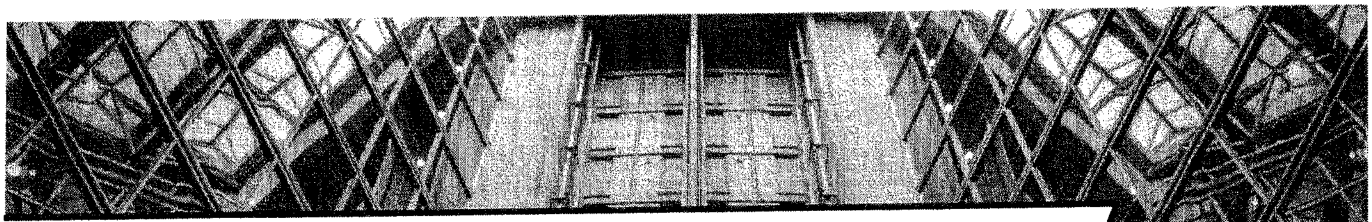
8. What actions were taken to contact and assess the financial ability of certified minority and women- owned businesses enterprises to participation on the contract, and which enterprises are located out- side of the region in which the contract scope of work was or will be performed?

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?

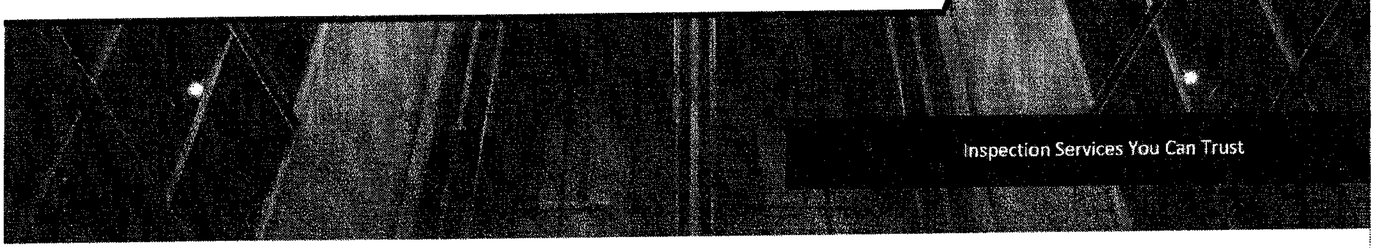


Albany County DGS

Albany County Dept. of General Services Purchasing Division

RFB#: 2025-070

Response Submission Date: October 16, 2025



Submitted To:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, Room 820
Albany, NY 12207

Submitted By:
Insparisk, LLC
61-43 186TH ST,
Fresh Meadows, NY 11365 USA
POC Name: Michael DeVita
POC Title: Project Manager
POC Email: mdevita@insparisk.com
POC Phone: (917) 299 4270

SAM UEI: UC6NLVNXB618 | Cage: 58QW7 | DUNS: 827908331
Small Business Concern |
NAICS Codes: 541350 (Primary), 541330, 561210, 811310
PSC Codes: H311, H344, H399

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TABLE OF CONTENTS

1 EXECUTIVE SUMMARY

ABOUT INSPARISK

INTRODUCTION TO INSPARISK LLC

Insparisk LLC is pleased to submit this proposal to provide comprehensive third-party elevator inspection services for Albany County Dept. of General Services (DGS). With decades of experience in the elevator inspection industry, Insparisk is a leader in ensuring the safety, reliability, and compliance of vertical transportation systems. Our team of highly qualified and certified inspectors is committed to delivering exceptional services that meet and exceed industry standards.

Value Services
Early Detection and Mitigation of Potential Risks Utilizes proprietary technology for in-depth examinations to ensure safety and reliability of VTS units. Prevents incidents by identifying risks early.
Swift Response Mechanism Rapid identification and remediation of hazards to minimize downtime, enhancing operational efficiency. Enhances safety for employees and the public.
Commitment to Continuous Improvement Regularly updates witnessing services to meet evolving government standards across contract lifecycle by incorporating stakeholder feedback for service enhancement.

OVERVIEW OF EXPERIENCE AND QUALIFICATIONS

Since our inception in 1992, Insparisk LLC has been at the forefront of testing, inspection, and certification services across the United States. We specialize in elevator inspections, and our extensive portfolio includes significant contracts with prominent clients such as the New York City Housing Authority, the State of Connecticut, and multiple Veterans Affairs Medical Centers. Our team's expertise and dedication to safety and compliance have earned us a reputation for excellence in the industry.

SAFETY AND HEALTH

All inspections shall be performed by Insparisk's Certified Elevator Inspectors in status, meeting the requirements of ASME QEI-1, "Standard for the Qualification of Elevator Inspectors". Insparisk inspectors shall present proof of current status as an inspector to COR at the time of the inspections.

Insparisk shall fully adhere to the Reclamation Safety and Health Standards (RSHS) and OSHA's 29 CFR Part 1926 regulations. Our compliance with OSHA's regulations encompasses vital guidelines for fall protection, personal protective equipment, and hazard interaction, which are particularly pertinent to construction and inspection environments. Our comprehensive compliance framework will ensure a secure work environment, addressing the unique challenges of VTS inspections.

Our approach to safety is proactive and dynamic. As required by the PWS, Insparisk shall develop and submit a Job Hazard Analysis within ten (10) days after award. Beyond developing and submitting Job Hazard Analysis, we will integrate continuous risk assessment throughout the project lifecycle. This includes identifying and mitigating potential hazards specific to elevator and VTS systems, such as electrical risks and mechanical malfunctions. Through inspector witnessing, we will identify and actively manage risks, ensuring that our work environment is as safe as possible. This ongoing vigilance is a fundamental aspect of our operational ethos.

In terms of training and preparedness, our personnel have undergone extensive safety training, including OSHA 10/30-hour construction safety courses and specialized training in elevator and VTS system safety, aligning with the stringent demands of ASME QEI inspector certification requirements. This specialized knowledge equips our inspectors to adeptly handle the unique challenges posed by elevator and VTS system inspections.

SUMMARY OF PROPOSED SERVICES AND APPROACH

For Albany County DGS, we propose a robust inspection program that includes:

- **Annual Third-Party Elevator Inspections:** Conducting thorough inspections in accordance with New York State building codes, the latest editions of the ASME A17.1 Safety Code for Elevators and Escalators, ASME A17.2 Inspectors' Manual, ASME A17.3 safety code, and other relevant codes and standards.
- **Witnessing Annual Load Testing:** Ensuring compliance with required load testing procedures.
- **Certified Elevator Inspectors:** All services will be provided by ASME QEI-1 certified inspectors.
- **Comprehensive Reporting:** Providing detailed written inspection and testing/acceptance reports within 30 days of service completion.

Our approach is designed to ensure that Albany County DGS elevator systems operate safely and efficiently. We will coordinate scheduling through the college's Department of Environmental Health and Safety, ensuring minimal disruption to campus activities. Our inspectors will leverage their extensive experience and advanced training to deliver reliable and timely services, maintaining the highest standards of safety and compliance.

Insparisk LLC is dedicated to supporting Albany County DGS with reliable, efficient, and compliant elevator inspection services. Our extensive experience, technical expertise, and commitment to quality make us an ideal partner for this project. We look forward to the opportunity to contribute to the safety and reliability of Albany County DGS vertical transportation systems.

For further information or clarification, please contact Vincent Caputo, VP Operations, at vcaputo@insparisk.com or 347-947-1676.

Sincerely,

Vincent Caputo
VP Operations
Insparisk LLC
61-43 186th Street
Fresh Meadows, NY 11365
vcaputo@insparisk.com
347-947-1676

POC FOR FOLLOW ON DISCUSSIONS

PRIMARY POINT OF CONTACT FOR DISCUSSIONS

PRIMARY POINT OF CONTACT FOR DISCUSSIONS	
Michael DeVita	Project Manager Email: mdevita@insparisk.com Office: (917) 299 4270

COMPANY PROFILE

COMPANY HISTORY AND MISSION

Insparisk LLC was founded in 1992 with a mission to provide unparalleled testing, inspection, and certification services across the United States. Over the past three decades, we have grown to become a trusted leader in the industry, specializing in elevator inspections and other vertical transportation system evaluations. Our commitment to safety, compliance, and customer satisfaction has been the cornerstone of our success.

RELEVANT CERTIFICATIONS AND QUALIFICATIONS

Insparisk LLC is proud to hold numerous certifications and qualifications that underscore our expertise and commitment to excellence:

- **ASME QEI-1 Certification:** Our inspectors are certified under the American Society of Mechanical Engineers (ASME) Qualified Elevator Inspector (QEI-1) program, ensuring they meet the highest standards of inspection quality and safety.
- **State and Federal Compliance:** We adhere to all relevant state and federal regulations, including the North Caroline codes, and OSHA standards.
- **Industry Standards:** Our services comply with the latest editions of the ASME A17.1 Safety Code for Elevators and Escalators, ASME A17.2 Inspectors' Manual, and other relevant codes and standards.

PROVEN TRACK RECORD

Our extensive experience in the industry is reflected in our successful execution of numerous high-profile projects. We have consistently delivered exceptional service to clients such as the New York City Housing Authority, the State of Connecticut, and multiple Veterans Affairs Medical Centers. These projects highlight our ability to manage large-scale, high-compliance inspections and maintain the highest standards of safety and reliability.

COMMITMENT TO QUALITY AND SAFETY

At Insparisk LLC, quality and safety are at the heart of everything we do. Our comprehensive quality control program ensures that all inspections are performed accurately, documented thoroughly, and reported promptly. We prioritize safety by adhering to stringent OSHA regulations and ASME guidelines, providing our clients with the assurance that their vertical transportation systems are safe and compliant.

CONTINUOUS IMPROVEMENT

We believe in the importance of continuous improvement and staying at the forefront of industry advancements. Our inspectors undergo regular training and professional development to stay current with the latest industry standards and safety protocols. This commitment to ongoing education ensures that our team remains highly skilled and knowledgeable, capable of addressing any challenges that may arise.

CLIENT FOCUSED APPROACH

Insparisk LLC is dedicated to building strong, long-lasting relationships with our clients. We work closely with each client to understand their unique needs and tailor our services accordingly. Our goal is to provide reliable, efficient, and cost-effective inspection solutions that enhance the safety and performance of their vertical transportation systems.

2 TECHNICAL PROPOSAL

APPROACH TO PERFORMING TASKS MEETING STANDARDS IN PWS

UNDERSTANDING OF SOLICITATION REQUIREMENTS

The Albany County DGS requires comprehensive third-party elevator inspection services to ensure compliance with safety regulations and operational efficiency. The services include semi-annual and annual inspections as well as CAT-5 inspections as required. All inspections must be coordinated with the Albany County DGS Facility Management team and comply with the latest safety and regulatory standards.

The contract period includes one base year from the date of award with four option years for potential extensions. Inspections must adhere to:

- The latest revised edition of the American Society of Mechanical Engineers (ASME) Safety Code for Elevators and Escalators (ANSI/ASME A17.1)
- ANSI/ASME A17.2 for elevator inspections
- The latest revised edition of the ASME Safety Code for Existing Elevators and Escalators (ANSI/ASME A17.3)
- Applicable Department of Veterans Affairs regulations and safety requirements

All work must be performed by qualified inspectors holding a current QEI certification with at least five years of experience. Coordination and scheduling must occur at least 30 days in advance to minimize disruptions to operations.

DETAILED INSPECTION PROCEDURES

Annual Third-Party Elevator Inspections

Insparisk LLC will conduct thorough annual inspections of all elevators listed in the Albany County DGS Elevator Listing. Our inspections will be carried out in accordance with ASME standards and state regulations to ensure compliance and safety. Each inspection will include the following steps:

1. **Preparation**

- **Scheduling:** All inspections shall be scheduled and performed in intervals specified by the applicable ASME A17.1 Code.
- **Review Previous Reports:** Examine previous inspection and maintenance records to identify any recurring issues.
- **Safety Protocols:** Ensure all necessary safety measures are in place, including proper signage and securing the inspection area.

2. **Inspection Process**
    - **Visual Inspection:** Perform a detailed visual inspection of all accessible components, including hoist way, car, doors, and control systems.
    - **Operational Tests:** Conduct operational tests to evaluate elevator performance, including door operation, car leveling, and ride quality.
    - **Safety Device Checks:** Inspect safety devices such as brakes, governors, and emergency stop switches to ensure they are functioning correctly.
    - **Load Testing:** Witness load testing as required by ASME standards to verify the elevator's capacity and performance under load conditions.

3. **Documentation**
    - **Inspection Report:** Document all findings in a comprehensive report, noting any deficiencies, recommended corrective actions, and compliance with relevant standards. Report shall be delivered to the Dept. of General Services technical representative within 10 working days of completed inspections.
    - **Follow-Up Actions:** Provide a list of necessary repairs or maintenance tasks to be addressed before the next inspection cycle.

Witness Annual Load Testing

Load testing is a critical component of our inspection services. Insparisk LLC will witness and document load tests to ensure elevators meet their specified capacity and safety requirements. The process includes:

1. **Preparation**
    - **Coordination:** Work with Albany County DGS and elevator maintenance contractors to schedule load tests.
    - **Safety Measures:** Verify the availability of test weights and ensure all safety protocols are followed during the testing.
2. **Execution**
    - **Load Application:** Apply the designated test weights to the elevator and operate it through its full range of motion.
    - **Performance Evaluation:** Record performance metrics, including speed, stopping accuracy, and door operation under load conditions.
3. **Reporting**
    - **Test Results:** Document the results of the load test in a detailed report, highlighting any issues or non-compliance.
    - **Recommendations:** Provide recommendations for any necessary repairs or adjustments to ensure compliance with load capacity requirements.

Certified Elevator Inspectors

All inspection services will be conducted by ASME QEI-1 certified inspectors. Our inspectors possess extensive experience and training, ensuring they adhere to the highest standards of quality and safety. Each inspector is equipped with the latest tools and technology to perform accurate and efficient inspections.

Safety and Compliance Protocols

Insparisk LLC is committed to maintaining the highest standards of safety and compliance. Our protocols include:

1. **Adherence to Standards:** Compliance with ASME A17.1 Safety Code for Elevators and Escalators, ASME A17.2 Inspectors' Manual, ASME A17.3 Safety Code for Existing Elevators & Escalators, and other relevant standards.
2. **Regular Training:** Continuous training for our inspectors to stay updated with the latest industry standards and safety protocols.
3. **Safety Measures:** Implementation of strict safety measures during inspections, including the use of personal protective equipment (PPE) and securement of the inspection area.

Coordination and Scheduling

Efficient coordination and scheduling are crucial to minimizing disruption to Albany County DGS's operations. Insparisk LLC will work closely with the Department of Environmental Health and Safety to plan inspections during periods of low activity. Our scheduling strategy includes:

1. **Advanced Notice:** Providing advance notice of inspection dates to allow for preparation and coordination.
2. **Flexible Scheduling:** Offering flexible scheduling options to accommodate Albany County DGS's needs and minimize impact on daily operations.
3. **Clear Communication:** Maintaining clear and open communication with Albany County DGS staff to ensure smooth execution of inspection activities.

Detailed Inspection Reports

After each inspection, Insparisk LLC will provide comprehensive written reports within 30 days. The reports will include:

1. **Summary of Findings:** An overview of the inspection results, highlighting any deficiencies and areas of concern.
2. **Detailed Documentation:** Detailed documentation of all inspection activities, including visual inspections, operational tests, and load testing.
3. **Recommendations:** Specific recommendations for corrective actions and maintenance tasks to address identified issues.
4. **Compliance Verification:** Verification of compliance with ASME standards and state regulations, ensuring Albany County DGS elevators meet all safety and performance requirements.

Quality Assurance and Continuous Improvement

Insparisk LLC is dedicated to continuous improvement and quality assurance. Our approach includes:

1. **Regular Reviews:** Conducting regular reviews of our inspection processes and procedures to identify areas for improvement.
2. **Feedback Integration:** Incorporating feedback from the Albany County DGS and our inspectors to enhance the quality and effectiveness of our services.

3. **Ongoing Training:** Providing ongoing training and professional development for our inspectors to ensure they remain at the forefront of industry standards and practices.

Environmental Health and Safety Coordination

Effective coordination with the Albany County DGS's Department of Environmental Health and Safety is essential for the successful execution of our inspection services. Our coordination efforts include:

1. **Regular Meetings:** Holding regular meetings with Albany County DGS's safety officers to discuss inspection schedules, safety protocols, and any specific concerns.
2. **Incident Reporting:** Establishing a clear incident reporting protocol to address any safety issues or incidents promptly.
3. **Compliance Audits:** Conducting periodic compliance audits to ensure all safety and environmental regulations are met during inspection activities.

Technology and Tools

Insparisk LLC utilizes state-of-the-art technology and tools to enhance the accuracy and efficiency of our inspections. Our technology includes:

1. **Digital Inspection Tools:** Advanced digital tools for recording and documenting inspection activities, ensuring precise and detailed reporting.
2. **Diagnostic Software:** Specialized diagnostic software to evaluate elevator performance and identify potential issues.
3. **Safety Equipment:** High-quality safety equipment, including PPE and securement devices, to ensure the safety of our inspectors and Albany County DGS DGS personnel.

Client-Focused Approach

At Insparisk LLC, we prioritize our clients' needs and satisfaction. Our client-focused approach includes:

1. **Tailored Services:** Customizing our inspection services to meet the specific needs and requirements of Albany County DGS DGS.
2. **Responsive Communication:** Maintaining responsive and open communication with Albany County DGS staff to address any concerns or questions promptly.
3. **Proactive Problem Solving:** Proactively identifying and addressing potential issues to prevent disruptions and ensure the smooth operation of Albany County DGS's elevator systems.

Commitment to Sustainability

Insparisk LLC is committed to sustainability and environmental responsibility. Our sustainable practices include:

1. **Eco-Friendly Procedures:** Implementing eco-friendly inspection procedures to minimize environmental impact.
2. **Waste Reduction:** Reducing waste by utilizing digital tools and minimizing the use of paper and other disposable materials.
3. **Energy Efficiency:** Promoting energy efficiency in our inspection processes and encouraging Albany County DGS to adopt energy-efficient practices for their elevator systems.

Risk Management and Contingency Planning

Effective risk management and contingency planning are crucial for ensuring the success of our inspection services. Our risk management strategies include:

1. **Risk Assessment:** Conducting thorough risk assessments before each inspection to identify potential hazards and implement appropriate safety measures.
2. **Contingency Plans:** Developing contingency plans to address any unexpected issues or emergencies that may arise during inspections.
3. **Continuous Monitoring:** Continuously monitoring inspection activities to identify and mitigate risks in real time.

Stakeholder Engagement

Engaging with stakeholders is essential for the success of our inspection services. Our stakeholder engagement efforts include:

1. **Regular Updates:** Providing regular updates to Albany County DGS VAMC's stakeholders on the progress and results of our inspections.
2. **Collaboration:** Collaborating with Albany County DGS VAMC staff, maintenance contractors, and other stakeholders to ensure a coordinated and effective inspection process.
3. **Feedback Mechanism:** Establishing a feedback mechanism to gather input from stakeholders and continuously improve our services.

Compliance with Local, State, and Federal Regulations

Insparisk LLC is committed to compliance with all relevant local, state, and federal regulations. Our compliance efforts include:

1. **Regulatory Knowledge:** Staying updated with the latest regulatory requirements and ensuring our inspection procedures comply with all applicable laws and standards.
2. **Documentation:** Maintaining thorough documentation of all inspection activities to demonstrate compliance and facilitate regulatory audits.
3. **Training and Certification:** Ensuring all inspectors are properly trained and certified to perform inspections in accordance with regulatory requirements.

3 PAST PERFORMANCE

Insparisk LLC has an extensive track record of providing high-quality elevator inspection services to various clients, including government agencies, educational institutions, and healthcare facilities. Our experience in handling large-scale projects and ensuring compliance with industry standards demonstrates our capability to deliver reliable and efficient services. Below are key examples of our past performance that highlight our expertise and commitment to excellence.

Project Reference Description #1: New York City Housing Authority (NYCHA)

Contract Number: 2022637
Funding Agency/Entity: New York City Housing Authority
Funding Agency's Address: 250 Broadway, New York City, New York
Contracting Officer Representative (COR): Mario La Malfa
Phone: (929) 810-6533
Contract Type: On-Call/Term
Original Value: $3,003,304.85
Place of Performance: NY
Period of Performance: 22 January 2021 - Present

Project Summary: Insparisk performs Category 1 (CAT 1) and Category 5 (CAT 5) third-party elevator test witnessing services and semi-annual PVT periodic inspections across all five boroughs of New York City. Our work adheres to ASME A17.1, A17.2, and the NYC Building Code, ensuring compliance with stringent safety standards. We utilize the NYC Department of Buildings' DOB Now portal to complete timely and accurate reporting.

Project Reference Description #2: State of Connecticut

Contract Number: 21PSX0170AA
Contracting Officer Representative (COR): Darren Hobbs
Phone: (860) 897-6914
Contract Type: Firm Fixed Price
Original Value: $1,035,000
Place of Performance: CT
Period of Performance: July 2022 - June 2024

Project Summary: Insparisk is responsible for performing annual CAT 1 and periodic elevator inspections across more than 1,500 locations statewide. This project showcases our ability to manage large-scale inspection services efficiently while ensuring all inspections are completed within the required timelines and meet regulatory compliance standards.

Project Reference Description #3: New York State Office of General Services (NYSOGS)

Contract Number: OGS01-C003538-1140000
Funding Agency/Entity: New York State Office of General Services
Funding Agency's Address: 163 W 125th St #215, New York, NY 10027
Contracting Officer Representative (COR): Matthew Quackenbush
Phone: (518) 457-5056
Contract Type: On-Call/Term
Original Value: $854,862.45

Place of Performance: NY
Period of Performance: 04 August 2014 - Present

Project Summary: Insparisk provides third-party elevator witnessing and consulting services for approximately 350 conveyances across 40 buildings. Services include Category 1 no-load test witnessing, Category 5 full-load test witnessing, semi-annual inspections, maintenance evaluations, and emergency power test witnessing. We adhere to the latest ASME standards, ensuring compliance and safety for all serviced locations.

Project Reference Description #4: Hudson Valley Healthcare System

Contract Number: 36C24220P0057
Funding Agency/Entity: VA Hudson Valley Healthcare System
Funding Agency's Address: 41 Castle Point Road, Wappingers Falls, NY 12590 & 2094 Albany Post Rd, Montrose, NY 10548
Contracting Officer Representative (COR): Stanley Boutin
Phone: (914) 208-0203

Project Summary: Our team is currently in the fifth option year of a five-year contract, providing CAT 1 and CAT 5 test witnessing and semi-annual inspections for 43 conveyances across two VA Medical Centers. We produce detailed reports on ASME checklist forms, ensuring thorough documentation and compliance with VA and ASME standards.

Project Reference Description #5: Manhattan VA Medical Center (VAMC)

Contract Number: 36C24223P1625
Funding Agency/Entity: Manhattan VA Medical Center
Funding Agency's Address: 423 E 23rd St, New York, NY 10010
Contracting Officer Representative (COR): Sanjivan Parikh
Phone: (212) 686-7500 Ext. 6816
Contract Type: Firm Fixed Price
Original Value: $92,478.31
Place of Performance: NY
Period of Performance: 31 August 2023 - 31 July 2024

Project Summary: In accordance with ASME Safety Code for Elevators and Escalators A17.1, A17.2, and A17.3, Insparisk provides third-party elevator witnessing services for annual and five-year elevator inspections. Additionally, we perform periodic semi-annual inspections for 24 elevators on the Manhattan VAMC campus, ensuring compliance and operational safety.

Project Reference Description #6: Baltimore City Board of School Commissioners

Contract Number: IFB-24073
Funding Agency/Entity: Baltimore City Board of School Commissioners
Funding Agency's Address: 200 East North Avenue, Baltimore, MD 21202
Contracting Officer Representative (COR): Christine Bradshaw
Phone: (410) 926-0401

Project Summary: Insparisk provides third-party elevator witnessing services for annual and five-year inspections of passenger and freight elevators, as well as stairlifts and vertical lifts. We also offer consulting and re-inspections as needed, ensuring compliance with ASME standards and local regulations.

Project Reference Description #7: Bureau of Reclamation NCAO

Contract Number: 0040640898
Funding Agency/Entity: Bureau of Reclamation Mid-Pacific Region Regional Office
Funding Agency's Address: 2800 Cottage Way, Room E-1815, Sacramento, CA 95825-1898
Contracting Officer Representative (COR): Steven Teves
Phone: (916) 978-4302

Project Summary: In accordance with ASME A17.1, A17.2, A18.1, QEI-1, and FIST Volume 2-10, Insparisk provides independent inspection and certifications of all elevators, dumbwaiters, and lifts servicing the Bureau of Reclamation Northern California Area Office. Our detailed inspections ensure compliance with federal standards and enhance operational safety.

Project Reference Description #8: New York City Transit Authority (MTA)

Contract Number: 0000116824
Funding Agency/Entity: New York City Transit Authority (MTA)
Funding Agency's Address: MTA Business Service Center, 333 W. 34th St, New York, NY 10001
Contracting Officer Representative (COR): John Oricchio
Phone: (603) 055-9557

Project Summary: Insparisk conducts two years of third-party inspection witnessing of CAT 1 and CAT 5 inspections for NYCT's elevators and escalators. Our thorough inspection and reporting processes ensure compliance with ASME standards and enhance the safety and reliability of the transit system.

Project Reference Description #9: Northport VA Medical Center (VAMC)

Contract Number: 36C24220P0057
Funding Agency/Entity: Department of Veterans Affairs: NY Harbor Healthcare System
Funding Agency's Address: Department of Veterans Affairs, Network Contracting Office 2, NY Harbor Healthcare System, 423 East 23rd Street, New York, NY 10010
Contracting Officer Representative (COR): Khalid Nagidi
Phone: (631) 261-4400 Ext. 2396

Project Summary: Insparisk provides elevator witnessing services for the Northport VA Medical Center in Long Island. The facility has 22 elevators, and we perform semi-annual and periodic inspections in accordance with NFPA 70. Our detailed reports and proactive maintenance recommendations ensure the facility's elevators operate safely and efficiently.

Project Reference Description #10: State University of New York (SUNY) Albany

Contract Number: T210087
Funding Agency/Entity: State University of New York
Funding Agency's Address: 1400 Washington Avenue, Albany, NY 12222
Contracting Officer Representative (COR): David VanVranken
Phone: (518) 442-3400

Project Summary: Insparisk provides elevator inspection and maintenance quality control services for SUNY Albany. Our inspections ensure compliance with ASME standards and enhance the safety and reliability of the university's vertical transportation systems. Our detailed inspection reports and maintenance recommendations help the university maintain optimal performance and safety.

Conclusion

Insparisk LLC's extensive experience, demonstrated through our successful completion of numerous high-profile projects, underscores our capability to provide comprehensive and reliable elevator inspection services. Our commitment to safety, compliance, and quality ensures that we meet and exceed the expectations of our clients. We look forward to the opportunity to bring our expertise and dedication to Albany County DGS, ensuring the safety and reliability of your vertical transportation systems.

CPARS Record Review
CPARS Project 1 - VAMC

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CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

Nonsystems

Name/Address of Contractor:

Vendor Name: INSPARISK, LLC

Division Name:

Street: 6143 186TH ST

City: FRESH MEADOWS

State: NY Zip: 113652710

Country: USA

CAGE Code:

Unique Entity ID (SAM): DC6NLVNKB618

Product/Service Code: J045 Principal NAICS Code: 811310

Evaluation Type: Interim

Contract Percent Complete:

Period of Performance Being Assessed: 06/01/2022 - 05/31/2023

Contract Number: 36C25222P0604 **Business Sector & Sub-Sector:** Nonsystems - Repair/Overhaul/Ship

Contracting Office: 252 NETWORK CONTRACT OFFICE 12 (36C252) **Contracting Officer:** ASHLEY JOHNSON **Phone Number:** 414-844-4844

Location of Work:

Date Signed: 06/01/2022 **Period of Performance Start Date:** 06/01/2022

Est. Ultimate Completion Date/Last Date to Order: 05/31/2027 **Estimated/Actual Completion Date:** 05/31/2027

Funding Office ID: 36C550

Base and All Options Value: $312,500 **Action Obligation:** $125,000

Complexity: Medium **Termination Type:** None

Extent Competed: Competed under SAP **Type of Contract:** Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Effort:

Project Number:

Project Title:

Boiler Inspection

Contract Effort Description:

Contractor to provide labor, equipment and materials to complete all tests for boilers listed and associated plant safety devices located in multiple buildings at the Veterans Affairs (VA) Illiana Healthcare System (VAIHCS) campus at 1900 East Main Street, Danville, IL. Contractor shall be compliant with the most current editions of the Veterans Health Administration (VHA) Directive 1810,

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Controls and Safety Devices-1 (CSD-1), American Society of Mechanical Engineers
Boiler and Pressure
Vessel Code, ASME B31.1 Power Piping Code, ANSI/NB-23 National Board Inspection
Code, National
Fire Protection Association (NFPA) 85 Boiler and Combustion Systems Hazard Code,
and VA Boiler
Plant Safety Device Testing Manual for all low-pressure boilers, hot water
boilers, and high-pressure
steam generators

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	**Past Rating**	**Rating**
Quality:	N/A	Very Good
Schedule:	N/A	Very Good
Cost Control:	N/A	Very Good
Management:	N/A	Very Good
Small Business Subcontracting:	N/A	N/A
Regulatory Compliance:	N/A	N/A
Other Areas:		
(1) :		N/A
(2) :		N/A
(3) :		N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: No Additional Comments on Contractor Performance Evaluation Report

SCHEDULE: No Additional Comments on Contractor Performance Evaluation Report

COST CONTROL: No Additional Comments on Contractor Performance Evaluation Report

MANAGEMENT: No Additional Comments on Contractor Performance Evaluation Report

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future

Name and Title of Assessing Official:

Name: Michael Miller

Title: Boiler Plant Operator

Organization: VA

Phone Number: Email Address:

Date: 00/20/2023

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Contractor Comments:

ADDITIONAL/OTHER: We are excited and proud to be servicing this contract. It's a pleasure to work with Mr. Michael Milko

CONCURRENCE: I concur with this evaluation.

Name and Title of Contractor Representative:

Name: Robert Ognjenovic

Title: Project Manager

Phone Number: 7187048470 Email Address: rob@insparisk.com

Date: 06/20/2023

Review by Reviewing Official:

Review by Reviewing Official not required.

Name and Title of Reviewing Official:

Name:

Title:

Organization:

Phone Number: Email Address:

Date:

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CPARS Project 2 - BOB 2023

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CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

Nonsystems

Name/Address of Contractor:

Vendor Name: INSPARISK, LLC

Division Name:

Street: 6143 188TH ST

City: FRESH MEADOWS

State: NY Zip: 113652710

Country: USA

CAGE Code:

Unique Entity ID (SAM): UC6NLVNXBS18

Product/Service Code: J045 Principal NAICS Code: 811310

Evaluation Type: Interim

Contract Percent Complete:

Period of Performance Being Assessed: 06/01/2022 - 05/31/2023

Contract Number: 36C25722P0604 **Business Sector & Sub-Sector:** Nonsystems - Repair/Overhauls/Ship)

Contracting Office: 252-NETWORK CONTRACT OFFICE 12 (36C252) **Contracting Officer:** ASHLEY JOHNSON **Phone Number:** 414-844-4844

Location of Work:

Date Signed: 06/01/2022 **Period of Performance Start Date:** 06/01/2022

Est. Ultimate Completion Date/Last Date to Order: 05/31/2027 **Estimated/Actual Completion Date:** 05/31/2027

Funding Office ID: 36C550

Base and All Options Value : $312,500 **Action Obligation:** $125,000

Complexity: Medium **Termination Type:** None

Extent Competed: Competed under SAP **Type of Contract:** Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Effort:

Project Number:

Project Title:

Boiler Inspection

Contract Effort Description:

Contractor to provide labor, equipment and materials to complete all tests for boilers listed and associated plant safety devices located in multiple buildings at the Veterans Affairs (VA) Illiana Healthcare System (VAIHCS) campus at 1900 East Main Street, Danville, IL. Contractor shall be compliant with the most current editions of the Veterans Health Administration (VHA) Directive 1810.

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Controls and Safety Devices-1 (CSD-1), American Society of Mechanical Engineers
Boiler and Pressure
Vessel Code, ASME B31.1 Power Piping Code, ANSI/NB-23 National Board Inspection
Code, National
Fire Protection Association (NFPA) 85 Boiler and Combustion Systems Hazard Code,
and VA Boiler
Plant Safety Device Testing Manual for all low-pressure boilers, hot water
boilers, and high-pressure
steam generators.

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	N/A	Very Good
Schedule:	N/A	Very Good
Cost Control:	N/A	Very Good
Management:	N/A	Very Good
Small Business Subcontracting:	N/A	N/A
Regulatory Compliance:	N/A	N/A
Other Areas:		
(1) :		N/A
(2) :		N/A
(3) :		N/A

Variance (Contract to Date):
Current Cost Variance (%): Variance at Completion (%):
Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: No Additional Comments on Contractor Performance Evaluation Report

SCHEDULE: No Additional Comments on Contractor Performance Evaluation Report

COST CONTROL: No Additional Comments on Contractor Performance Evaluation Report

MANAGEMENT: No Additional Comments on Contractor Performance Evaluation Report

RECOMMENDATION:
Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: Michael Miller
Title: Boiler Plant Operator
Organization: VA
Phone Number: Email Address:
Date: 06/20/2023

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Contractor Comments:

ADDITIONAL/OTHER: We are excited and proud to be servicing this contract. It is a pleasure to work with Mr. Michael Miller.

CONCURRENCE: I concur with this evaluation.

Name and Title of Contractor Representative:

Name: Robert Ognjenovic

Title: Project Manager

Phone Number: 7187048470 Email Address: rob@insparisk.com

Date: 06/20/2023

Review by Reviewing Official:

Review by Reviewing Official not required

Name and Title of Reviewing Official:

Name:

Title:

Organization:

Phone Number: Email Address:

Date:

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CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

INCOMPLETE-RATED Nonsystems

Name/Address of Contractor:

Vendor Name: INSPARISK LLC

[illegible]

Street: [illegible] ST

City: FRESH MEADOWS

State: NY Zip: [illegible]

Country: USA

[illegible] Code:

Unique Entity ID (SAM): [illegible]

Product Service Code: [illegible] Principal NAICS Code: [illegible]

Evaluation Type: Interim

Contract Percent Complete: 20

Period of Performance Being Assessed: 10/01/2021 - [illegible]

Contract Number: [illegible] **Business Sector & Sub-Sector:** Nonsystems - Repair/Overhaul/Maint

Contracting Office: NATIONAL ACQUISITION [illegible] CO **Contracting Officer:** [illegible] **Phone Number:** [illegible]

Location of Work:

Date Signed: [illegible] **Period of Performance Start Date:** [illegible] 2021

Est. Ultimate Completion Date/Last Date to Order: [illegible] **Estimated/Actual Completion Date:** [illegible]

Funding Office ID: [illegible]

Base and All Options Value: [illegible] **Action Obligation:** $0

Complexity: Low **Termination Type:** None

Extent Competed: [illegible] **Type of Contract:** Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Effort:

Project Number:

Project Title:

National Boiler Inspection Services

Contract Effort Description:

National Boiler Inspection Services

Small Business Subcontracting:

Does this contract include a subcontract plan? No

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Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	N/A	Exceptional
Schedule:	N/A	Exceptional
Cost Control:	N/A	N/A
Management:	N/A	Exceptional
Small Business Subcontracting:	N/A	N/A
Regulatory Compliance:	N/A	N/A
Other Areas:		
(1) :		N/A
(2) :		N/A
(3) :		N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: Performance met contractual requirements and exceeded many to the BOP's benefit. The contractual performance being evaluated was accomplished with no problems. No significant weaknesses identified.

SCHEDULE: No deviations from the schedule occurred during this task.

MANAGEMENT: Performance met contractual requirements and exceeded many to the BOP's benefit. Management was very responsive and accomplished all requirements of the SOW with no problems. No significant weaknesses identified.

ADDITIONAL/OTHER: Contractor met as well as exceeded all requirements.

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: [illegible] GARCIA

Title: Contracting Officer

Organization: Bureau of Prisons

Phone Number: 202 [illegible] Email Address: [illegible]@bop.gov

Date: 10/21/2022

Contractor Comments:

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Name and Title of Contractor Representative:

Name:

Title:

Phone Number: Email Address:

Date:

Review by Reviewing Official:

Name and Title of Reviewing Official:

Name:

Title:

Organization:

Phone Number: Email Address:

Date:

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4 COMMITMENT TO QUALITY AND SAFETY

INSPARISK LLC'S QUALITY ASSURANCE PROGRAM

At Insparisk LLC, quality and safety are integral to every aspect of our services. Our comprehensive Quality Assurance (QA) program ensures that all inspections are conducted to the highest standards, adhering to industry best practices and regulatory requirements. Our commitment to continuous improvement and rigorous QA protocols guarantee that our clients receive exceptional service that enhances the safety and reliability of their vertical transportation systems.

QUALITY ASSURANCE PROCESS

1. Inspection Standards and Protocols

Our inspection processes are meticulously designed to comply with the latest industry standards, including ASME A17.1, ASME A17.2, and A17.3 - Safety Code for Existing Elevators & Escalators. These protocols ensure that every inspection is thorough, accurate, and reliable. Key components of our inspection standards include:

- **Detailed Checklists:** Use of standardized checklists to ensure all critical components are inspected.
- **Advanced Tools and Technology:** Utilization of cutting-edge diagnostic tools and software to enhance inspection accuracy.
- **Thorough Documentation:** Comprehensive documentation of all findings, including photographs and detailed reports.

2. Training and Certification

Our inspectors are ASME QEI-1 certified, ensuring they possess the necessary expertise to perform high-quality inspections. We invest in continuous training and professional development to keep our team updated with the latest industry standards and technologies. Key aspects of our training program include:

- **Initial Training:** Rigorous training for new inspectors to ensure they understand and adhere to our high standards.
- **Ongoing Education:** Regular training sessions and workshops to keep our inspectors informed about the latest industry developments.
- **Certification Maintenance:** Ensuring all inspectors maintain their ASME QEI-1 certification through continuous education and compliance with certification requirements.

3. Quality Control Audits

To maintain our high standards, we conduct regular quality control audits of our inspection processes and procedures. These audits help us identify areas for improvement and ensure that our inspections consistently meet or exceed industry standards. Our quality control audits include:

- **Random Inspections:** Periodic random inspections to verify the accuracy and thoroughness of our inspectors' work.
- **Process Reviews:** Regular reviews of our inspection processes to ensure they are up-to-date and effective.

- **Feedback Integration:** Incorporating feedback from clients and inspectors to improve our services continuously.

COMMITMENT TO SAFETY

Safety is at the core of everything we do at Insparisk LLC. Our commitment to safety encompasses both the safety of our inspectors and the safety of the vertical transportation systems we inspect. Our comprehensive safety program includes:

1. Safety Protocols and Procedures

We have established strict safety protocols and procedures to ensure the safety of our inspectors and the facilities we service. These protocols include:

- **Personal Protective Equipment (PPE):** Ensuring all inspectors wear appropriate PPE, including helmets, gloves, and safety harnesses.
- **Hazard Identification:** Conducting thorough hazard assessments before each inspection to identify and mitigate potential risks.
- **Emergency Procedures:** Implementing detailed emergency procedures to handle any incidents that may occur during inspections.

2. Compliance with Regulations

Our inspections adhere to all relevant safety regulations, including OSHA standards and local safety codes. We ensure compliance through:

- **Regulatory Knowledge:** Staying updated with the latest safety regulations and incorporating them into our inspection protocols.
- **Regular Audits:** Conducting regular audits to verify compliance with safety regulations.
- **Documentation:** Maintaining comprehensive records of our safety procedures and compliance efforts.

3. Continuous Improvement in Safety

We are committed to continuous improvement in our safety practices. Our approach includes:

- **Safety Training:** Providing ongoing safety training for our inspectors to ensure they are aware of the latest safety practices and protocols.
- **Safety Audits:** Regularly auditing our safety procedures to identify and address any gaps or areas for improvement.
- **Incident Review:** Thoroughly reviewing any safety incidents to understand their causes and prevent future occurrences.

QUALITY ASSURANCE IN REPORTING

Accurate and detailed reporting is a critical component of our quality assurance program. Our inspection reports provide clients with a comprehensive overview of the condition of their vertical transportation systems, including any deficiencies and recommended corrective actions. Key features of our reporting process include:

1. Detailed Reports

Our inspection reports are thorough and detailed, providing clients with all the information they need to make informed decisions about their elevator systems. Each report includes:

- **Summary of Findings:** A concise overview of the inspection results.
- **Detailed Observations:** In-depth descriptions of any deficiencies or issues identified during the inspection.
- **Photographic Evidence:** High-quality photographs to illustrate findings.
- **Recommendations:** Clear, actionable recommendations for corrective actions and maintenance.

2. Timely Reporting

We understand the importance of timely reporting in maintaining the safety and reliability of elevator systems. Our commitment to timely reporting includes:

- **Prompt Submission:** Providing inspection reports within 5 days of the inspection.
- **Regular Updates:** Keeping clients informed of the progress of their inspections and any immediate safety concerns.

3. Compliance Verification

Our reports include a compliance verification section to ensure that the elevator systems meet all relevant safety and regulatory standards. This section includes:

- **Standards Referenced:** A list of the standards and regulations referenced during the inspection.
- **Compliance Status:** An assessment of the system's compliance with each standard.
- **Corrective Actions:** Recommendations for any actions needed to achieve compliance.

CONTINUOUS IMPROVEMENT AND CLIENT FEEDBACK

At Insparisk LLC, we believe in the importance of continuous improvement and client feedback. Our commitment to continuous improvement includes:

1. Client Feedback Integration

We actively seek and incorporate feedback from our clients to improve our services. This feedback helps us understand our clients' needs better and identify areas for improvement. Our client feedback process includes:

- **Surveys:** Conducting regular client satisfaction surveys to gather feedback on our services.
- **Direct Feedback:** Encouraging clients to provide direct feedback to our team.
- **Feedback Review:** Reviewing and analyzing feedback to identify trends and areas for improvement.

2. Process Improvement

We continuously review and improve our inspection processes to ensure they remain effective and efficient. Our process improvement initiatives include:

- **Regular Reviews:** Conducting regular reviews of our inspection processes to identify areas for improvement.
- **Best Practices:** Incorporating industry best practices into our processes.
- **Innovation:** Embracing new technologies and methodologies to enhance our inspection services.

3. Training and Development

Investing in the training and development of our team is a key component of our commitment to continuous improvement. Our training and development initiatives include:

- **Ongoing Education:** Providing ongoing education and training for our inspectors to ensure they remain at the forefront of industry developments.
- **Professional Development:** Supporting the professional development of our team through certifications, workshops, and conferences.
- **Knowledge Sharing:** Encouraging knowledge sharing and collaboration among our team to foster continuous learning and improvement.

TECHNOLOGY AND INNOVATION

Insparisk LLC leverages the latest technology and innovation to enhance the quality and efficiency of our services. Our commitment to technology and innovation includes:

1. Advanced Inspection Tools

We utilize advanced inspection tools and technology to conduct thorough and accurate inspections. Our tools include:

- **Digital Inspection Tools:** Advanced digital tools for recording and documenting inspection activities.
- **Diagnostic Software:** Specialized software for evaluating elevator performance and identifying potential issues.
- **Safety Equipment:** High-quality safety equipment to ensure the safety of our inspectors and the facilities we service.

2. Data-Driven Insights

We use data-driven insights to improve our services and provide valuable information to our clients. Our data-driven approach includes:

- **Data Collection:** Collecting detailed data during inspections to inform our findings and recommendations.
- **Data Analysis:** Analyzing inspection data to identify trends and potential issues.
- **Reporting:** Using data to provide clear and actionable insights in our reports.

3. Continuous Innovation

We are committed to continuous innovation to enhance our services and meet the evolving needs of our clients. Our innovation initiatives include:

- **Research and Development:** Investing in research and development to explore new technologies and methodologies.
- **Pilot Programs:** Implementing pilot programs to test and refine new approaches.
- **Client Collaboration:** Collaborating with clients to develop innovative solutions to their unique challenges.

SUSTAINABILITY AND ENVIRONMENTAL RESPONSIBILITY

Insparisk LLC is committed to sustainability and environmental responsibility. Our sustainable practices include:

1. Eco-Friendly Procedures

We implement eco-friendly procedures to minimize our environmental impact. Our eco-friendly initiatives include:

- **Digital Reporting:** Utilizing digital reporting to reduce paper usage.
- **Energy Efficiency:** Promoting energy-efficient practices during inspections.
- **Waste Reduction:** Reducing waste by using reusable and recyclable materials.

2. Environmental Compliance

We ensure compliance with all relevant environmental regulations and standards. Our environmental compliance efforts include:

- **Regulatory Knowledge:** Staying updated with the latest environmental regulations and standards.
- **Compliance Audits:** Conducting regular audits to verify compliance with environmental regulations.
- **Sustainable Practices:** Implementing sustainable practices in our operations.

3. Green Initiatives

We support and promote green initiatives to enhance our environmental responsibility. Our green initiatives include:

- **Sustainability Programs:** Participating in sustainability programs and initiatives.
- **Client Education:** Educating clients on sustainable practices for their elevator systems.
- **Community Engagement:** Engaging with the community to promote environmental responsibility.

CLIENT FOCUSED APPROACH

At Insparisk LLC, our clients are at the center of everything we do. Our client-focused approach includes:

1. Tailored Services

We customize our services to meet the specific needs and requirements of each client. Our tailored approach includes:

- **Customized Inspection Plans:** Developing customized inspection plans based on the unique needs of each client.
- **Client Collaboration:** Collaborating with clients to understand their goals and challenges.
- **Flexible Scheduling:** Offering flexible scheduling options to accommodate clients' needs.

2. Responsive Communication

We maintain responsive and open communication with our clients to ensure their satisfaction. Our communication efforts include:

- **Regular Updates:** Providing regular updates on the progress of inspections and any immediate concerns.

- **Clear Reporting:** Delivering clear and detailed reports to help clients make informed decisions.
- **Client Support:** Offering ongoing support to address any questions or concerns.

3. Proactive Problem Solving

We proactively identify and address potential issues to prevent disruptions and ensure the smooth operation of our clients' elevator systems. Our proactive approach includes:

- **Preventive Maintenance:** Recommending preventive maintenance measures to address potential issues before they become problems.
- **Early Detection:** Utilizing advanced diagnostic tools to detect issues early.
- **Timely Action:** Taking timely action to resolve any issues identified during inspections.

CONCLUSION

Insparisk LLC is dedicated to delivering high-quality and safe elevator inspection services to Albany County DGS VAMC. Our commitment to quality assurance, safety, continuous improvement, and client satisfaction ensures that we provide exceptional service that enhances the safety and reliability of your vertical transportation systems. We look forward to the opportunity to partner with Albany County DGS VAMC and contribute to the success of your facilities.

5 PRICING

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Elevator Inspections**
Bid Number: **2025-070**

LOCATION	Semi Annual Inspection	Annual Inspection	Full Load Inspection (1 inspection during the 5 year term)
County Office Building, Elevator #1	$ 90	$ 180	$ 360
County Office Building Elevator #2	$ 90	$ 180	$ 360
County Office Building Elevator #3	$ 90	$ 180	$ 360
County Office Building Elevator #4	$ 90	$ 180	$ 360
County Office Building Elevator #5	$ 90	$ 180	$ 360
County Office Building Elevator#6	$ 90	$ 180	$ 360
Mercantile Building Elevator #1	$ 90	$ 180	$ 360
Mercantile Building Elevator#2	$ 90	$ 180	$ 360
Department of Social Services Elevator#1	$ 90	$ 180	$ 360
Department of Social Services Elevator #2	$ 90	$ 180	$ 360

	Semi Annual Inspection	**Annual Inspection**	**Full Load Inspection (1 inspection during the 5 year term)**
Albany County Health Department Elevator#1	$ 90	$ 180	$ 360
Albany County Mental Health Elevator#1	$ 90	$ 180	$ 360
Albany County Court House Elevator #1	$ 90	$ 180	$ 360
Albany County Court House Elevator#2	$ 90	$ 180	$ 360
Albany County Court House Elevator#3	$ 90	$ 180	$ 360
Albany County Court House Elevator#4	$ 90	$ 180	$ 360
Judicial Center Elevator#1	$ 90	$ 180	$ 360
Judicial Center Elevator#2	$ 90	$ 180	$ 360
Judicial Center Elevator#3	$ 90	$ 180	$ 360
Judicial Center Elevator#4	$ 90	$ 180	$ 360

	Semi Annual Inspection	**Annual Inspection**	**Full Load Inspection (1 inspection during the five year term)**
Family Court Elevator#1	$ 90	$ 180	$ 360
Family Court Elevator#2	$ 90	$ 180	$ 360
Family Court Elevator#3	$ 90	$ 180	$ 360
Family Court Elevator#4	$ 90	$ 180	$ 360
Family Court Elevator #5	$ 90	$ 180	$ 360
Total for all locations	$ 2,250	$ 4,500	$ 9,000
Grand Total	$ 11,250	$ 22,500	$ 9,000
	(Total times Five year contract)	(Total times Five year contract)	(Total for one inspection during the five year contract)

APPENDIX

- Technical Experience,Capabilities
- Pricing Table
- Certifications & Licenses

NAESA International

This is to certify that

Stanley J Sadlowski

is qualified as a

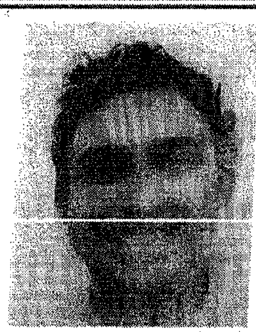
CERTIFIED ELEVATOR INSPECTOR

Certification No.:	C-3912
Effective:	03/14/2008
Expiration:	12/31/2025

QEI NAESA

Professional Member

Executive Director



NAESA International

This is to certify that

Christopher Corcoran

is qualified as a

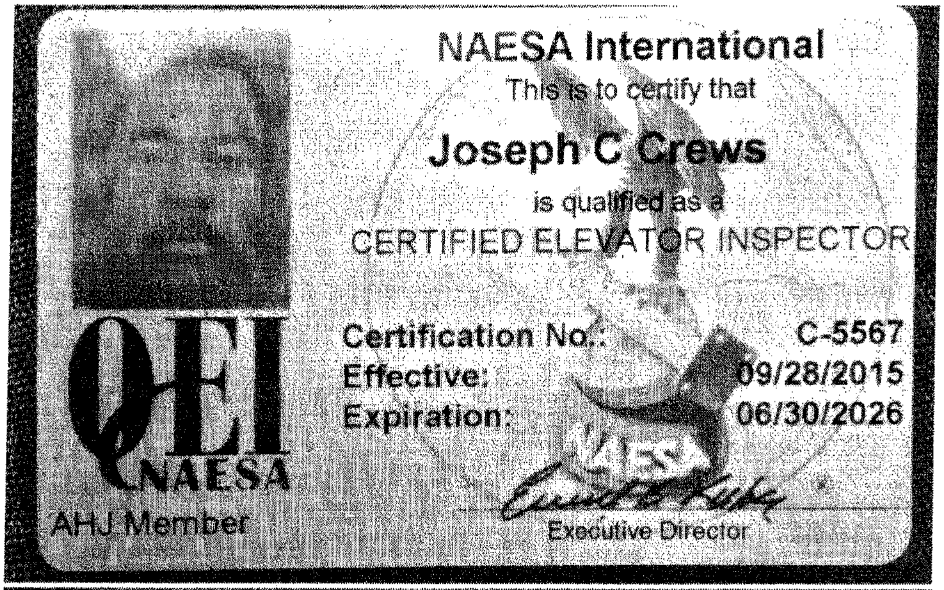
CERTIFIED ELEVATOR INSPECTOR

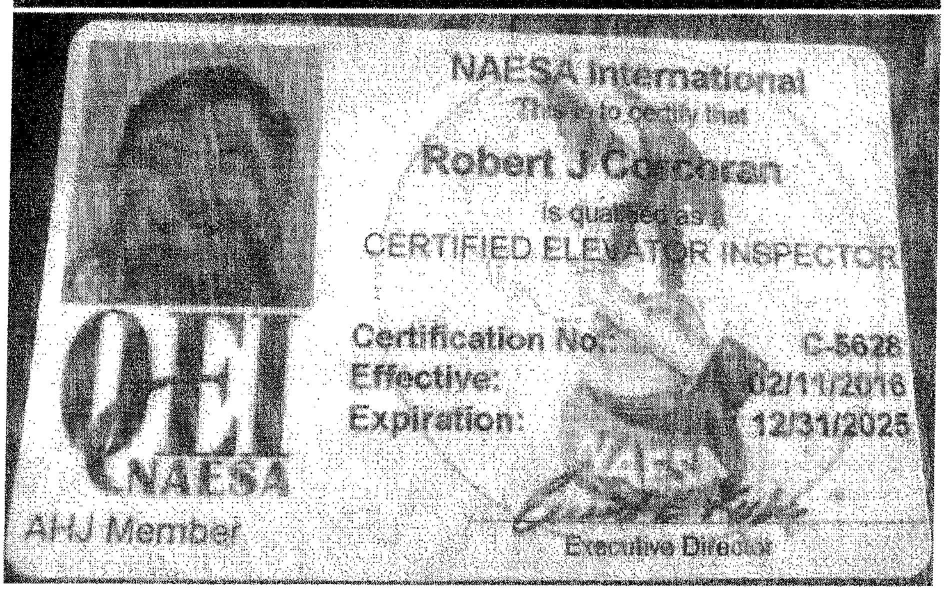
Certification No.:	C-7660
Effective:	07/15/2025
Expiration:	06/30/2026

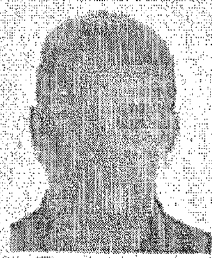
QEI NAESA

Private Member

Executive Director


NAESA International
This is to certify that
Joseph C Crews
is qualified as a
CERTIFIED ELEVATOR INSPECTOR
Certification No.: C-5567
Effective: 09/28/2015
Expiration: 06/30/2026
QEI
NAESA
AHJ Member
Executive Director


NAESA International
This is to certify that
Robert J Corcoran
is qualified as a
CERTIFIED ELEVATOR INSPECTOR
Certification No.: C-5628
Effective: 02/11/2016
Expiration: 12/31/2025
QEI
NAESA
AHJ Member
Executive Director



NAESA International

This is to certify that

Jose Diez

is qualified as a

CERTIFIED ELEVATOR INSPECTOR

QEI NAESA

Private Member

Certification No.:	C-5387
Effective:	12/02/2014
Expiration:	12/31/2025

Executive Director

NA[illegible]ternational

[illegible] certify that

James Belanger

is qualified as a

CERTIFIED ELEVATOR INSPECTOR

QEI NAESA

Private Member

Certification No.:	C-4[illegible]
Effective:	12/18/2012
Expiration:	12/31/2025

Executive Director

RFB-2025-070 2026 - 2030 Insparisk LLC

LOCATION	Semi Annual Inspection	Annual Inspection	Full Load Inspection (1 inspection during the 5 year term)	Annual Services Per Elevator	County's % Inspection Cost	State's % Inspection Cost	County's % Load Test Cost	State's % Load Test Cost
Co Office Building, Elevator #1	$90.00	$180.00	$360.00	$270.00	$270.00	$0.00	$360.00	$0.00
Co Office Building, Elevator #2	$90.00	$180.00	$360.00	$270.00	$270.00	$0.00	$360.00	$0.00
Co Office Building, Elevator #3	$90.00	$180.00	$360.00	$270.00	$270.00	$0.00	$360.00	$0.00
Co Office Building, Elevator #4	$90.00	$180.00	$360.00	$270.00	$270.00	$0.00	$360.00	$0.00
Co Office Building, Elevator #5	$90.00	$180.00	$360.00	$270.00	$270.00	$0.00	$360.00	$0.00
Co Office Building, Elevator #6	$90.00	$180.00	$360.00	$270.00	$270.00	$0.00	$360.00	$0.00
Mercantile Building Elevator #1	$90.00	$180.00	$360.00	$270.00	$270.00	$0.00	$360.00	$0.00
Mercantile Building Elevator#2	$90.00	$180.00	$360.00	$270.00	$270.00	$0.00	$360.00	$0.00
			$360.00					
Department of Social Services Elevator#1	$90.00	$180.00	$360.00	$270.00	$270.00	$0.00	$360.00	$0.00
Department of Social Services Elevator #2	$90.00	$180.00	$360.00	$270.00	$270.00	$0.00	$360.00	$0.00
			$360.00					
Albany County Health Department Elevator#1	$90.00	$180.00	$360.00	$270.00	$270.00	$0.00	$360.00	$0.00
Albany County Mental Health Elevator#1	$90.00	$180.00	$360.00	$270.00	$270.00	$0.00	$360.00	$0.00

Albany County Court House Elevator #1	$90.00	$180.00	$360.00	$270.00	$89.10	$180.90	$118.80	$241.20
Albany County Court House Elevator#2	$90.00	$180.00	$360.00	$270.00	$89.10	$180.90	$118.80	$241.20
Albany County Court House Elevator#3	$90.00	$180.00	$360.00	$270.00	$89.10	$180.90	$118.80	$241.20
Albany County Court House Elevator#4	$90.00	$180.00	$360.00	$270.00	$89.10	$180.90	$118.80	$241.20
Judicial Center Elevator#1	$90.00	$180.00	$360.00	$270.00	$126.90	$143.10	$169.20	$190.80
Judicial Center Elevator#2	$90.00	$180.00	$360.00	$270.00	$126.90	$143.10	$169.20	$190.80
Judicial Center Elevator#3	$90.00	$180.00	$360.00	$270.00	$126.90	$143.10	$169.20	$190.80
Judicial Center Elevator#4	$90.00	$180.00	$360.00	$270.00	$126.90	$143.10	$169.20	$190.80
Family Court Elevator#1	$90.00	$180.00	$360.00	$270.00	$56.70	$213.30	$75.60	$284.40
Family Court Elevator#2	$90.00	$180.00	$360.00	$270.00	$56.70	$213.30	$75.60	$284.40
Family Court Elevator#3	$90.00	$180.00	$360.00	$270.00	$56.70	$213.30	$75.60	$284.40
Family Court Elevator#4	$90.00	$180.00	$360.00	$270.00	$56.70	$213.30	$75.60	$284.40
Family Court Elevator #5	$90.00	$180.00	$360.00	$270.00	$56.70	$213.30	$75.60	$284.40
Total for all locations	$2,250.00	$4,500.00	$9,000.00	$6,750.00	$4,387.50	$2,362.50	$5,850.00	$3,150.00
Grand Total 5 Year Term	**$11,250.00**	**$22,500.00**	**$9,000.00**	**$42,750.00**	$21,937.50	$11,812.50	$5,850.00	$3,150.00

Additional Allowance **$7,500.00**

County's % Contract Cost 60% + - **$30,337.50**

State's % Contract Cost 40% + - **$19,912.50**

$50,250.00

Bureau Veritas

LOCATION	Semi Annual Inspection	Annual Inspection	Full Load Inspection (1 inspection during the 5 year term)
County Office Building, Elevator #1	$107.00	$380.00	$635.00
County Office Building Elevator #2	$107.00	$380.00	$635.00
County Office Building Elevator #3	$107.00	$380.00	$635.00
County Office Building Elevator #4	$107.00	$380.00	$635.00
County Office Building Elevator #5	$107.00	$380.00	$635.00
County Office Building Elevator#6	$107.00	$380.00	$635.00
Mercantile Building Elevator #1	$107.00	$255.00	$525.00
Mercantile Building Elevator#2	$107.00	$255.00	$525.00
Department of Social Services Elevator#1	$107.00	$380.00	$635.00
Department of Social Services Elevator #2	$107.00	$380.00	$635.00
Albany County Health Department Elevator#1	$107.00	$255.00	$525.00
Albany County Mental Health Elevator#1	$107.00	$255.00	$280.00
Albany County Court House Elevator #1	$107.00	$380.00	$635.00
Albany County Court House Elevator#2	$107.00	$380.00	$635.00
Albany County Court House Elevator#3	$107.00	$380.00	$635.00
Albany County Court House Elevator#4	$107.00	$380.00	$635.00

Judicial Center Elevator#1	$107.00	$380.00	$635.00
Judicial Center Elevator#2	$107.00	$380.00	$635.00
Judicial Center Elevator#3	$107.00	$380.00	$635.00
Judicial Center Elevator#4	$107.00	$380.00	$635.00
Family Court Elevator#1	$107.00	$255.00	$525.00
Family Court Elevator#2	$107.00	$255.00	$525.00
Family Court Elevator#3	$107.00	$255.00	$525.00
Family Court Elevator#4	$107.00	$255.00	$525.00
Family Court Elevator #5	$107.00	$255.00	$525.00
Total for all locations	$2,675.00	$8,375.00	$14,640.00
Grand Total	$13,375.00	$41,875.00	$14,640.00
	(Total times Five year contract)	(Total times Five year contract)	(Total for one inspection during the five year contract)

ATIS ELEVATOR (YR 1 PRICING)

LOCATION	Semi Annual Inspection	Annual Inspection	Full Load Inspection (1 inspection during the 5 year term)
County Office Building, Elevator #1	$200.00	$400.00	N/A
County Office Building Elevator #2	$200.00	$400.00	N/A
County Office Building Elevator #3	$200.00	$400.00	N/A
County Office Building Elevator #4	$200.00	$400.00	N/A
County Office Building Elevator #5	$200.00	$400.00	N/A
County Office Building Elevator#6	$200.00	$400.00	N/A
Mercantile Building Elevator #1	$200.00	$400.00	N/A
Mercantile Building Elevator#2	$200.00	$400.00	N/A
Department of Social Services Elevator#1	$200.00	$400.00	N/A
Department of Social Services Elevator #2	$200.00	$400.00	N/A
Albany County Health Department Elevator#1	$200.00	$400.00	N/A
Albany County Mental Health Elevator#1	$200.00	$400.00	N/A
Albany County Court House Elevator #1	$200.00	$400.00	N/A
Albany County Court House Elevator#2	$200.00	$400.00	N/A
Albany County Court House Elevator#3	$200.00	$400.00	N/A
Albany County Court House Elevator#4	$200.00	$400.00	N/A

Judicial Center Elevator#1	$200.00	N/A	$800.00
Judicial Center Elevator#2	$200.00	N/A	$800.00
Judicial Center Elevator#3	$200.00	N/A	$800.00
Judicial Center Elevator#4	$200.00	N/A	$800.00
Family Court Elevator#1	$200.00	N/A	$800.00
Family Court Elevator#2	$200.00	N/A	$800.00
Family Court Elevator#3	$200.00	N/A	$800.00
Family Court Elevator#4	$200.00	N/A	$800.00
Family Court Elevator #5	$200.00	N/A	$800.00
Total for all locations	$5,000.00	$6,400.00	$7,200.00

ATIS ELEVATOR (YR 2 PRICING)

LOCATION	Semi Annual Inspection	Annual Inspection	Full Load Inspection (1 inspection during the 5 year term)
County Office Building, Elevator #1	$225.00	$450.00	$900.00
County Office Building Elevator #2	$225.00	$450.00	$900.00
County Office Building Elevator #3	$225.00	$450.00	$900.00
County Office Building Elevator #4	$225.00	$450.00	$900.00
County Office Building Elevator #5	$225.00	$450.00	$900.00
County Office Building Elevator#6	$225.00	$450.00	$900.00
Mercantile Building Elevator #1	$225.00	$450.00	$900.00
Mercantile Building Elevator#2	$225.00	$450.00	$900.00
Department of Social Services Elevator#1	$225.00	$450.00	$900.00
Department of Social Services Elevator #2	$225.00	$450.00	$900.00
Albany County Health Department Elevator#1	$225.00	$450.00	$900.00
			$900.00
Albany County Mental Health Elevator#1	$225.00	$450.00	$900.00
Albany County Court House Elevator #1	$225.00	$450.00	$900.00
Albany County Court House Elevator#2	$225.00	$450.00	$900.00
Albany County Court House Elevator#3	$225.00	$450.00	$900.00
Albany County Court House Elevator#4	$225.00	$450.00	$900.00

Judicial Center Elevator#1	$225.00	$450.00	$900.00
Judicial Center Elevator#2	$225.00	$450.00	$900.00
Judicial Center Elevator#3	$225.00	$450.00	$900.00
Judicial Center Elevator#4	$225.00	$450.00	$900.00
Family Court Elevator#1	$225.00	$450.00	$900.00
Family Court Elevator#2	$225.00	$450.00	$900.00
Family Court Elevator#3	$225.00	$450.00	$900.00
Family Court Elevator#4	$225.00	$450.00	$900.00
Family Court Elevator #5	$225.00	$450.00	$900.00
Total for all locations	$5,625.00	$11,250.00	$23,400.00

ATIS ELEVATOR (YR 3 PRICING)

LOCATION	Semi Annual Inspection	Annual Inspection	Full Load Inspection (1 inspection during the 5 year term)
County Office Building, Elevator #1	$250.00	$500.00	$1,000.00
County Office Building Elevator #2	$250.00	$500.00	$1,000.00
County Office Building Elevator #3	$250.00	$500.00	$1,000.00
County Office Building Elevator #4	$250.00	$500.00	$1,000.00
County Office Building Elevator #5	$250.00	$500.00	$1,000.00
County Office Building Elevator#6	$250.00	$500.00	$1,000.00
Mercantile Building Elevator #1	$250.00	$500.00	$1,000.00
Mercantile Building Elevator#2	$250.00	$500.00	$1,000.00
			$1,000.00
Department of Social Services Elevator#1	$250.00	$500.00	$1,000.00
Department of Social Services Elevator #2	$250.00	$500.00	$1,000.00
Albany County Health Department Elevator#1	$250.00	$500.00	$1,000.00
Albany County Mental Health Elevator#1	$250.00	$500.00	$1,000.00
Albany County Court House Elevator #1	$250.00	$500.00	$1,000.00
Albany County Court House Elevator#2	$250.00	$500.00	$1,000.00
Albany County Court House Elevator#3	$250.00	$500.00	$1,000.00
Albany County Court House Elevator#4	$250.00	$500.00	$1,000.00

Judicial Center Elevator#1	$250.00	$500.00	$1,000.00
Judicial Center Elevator#2	$250.00	$500.00	$1,000.00
Judicial Center Elevator#3	$250.00	$500.00	$1,000.00
Judicial Center Elevator#4	$250.00	$500.00	$1,000.00
Family Court Elevator#1	$250.00	$500.00	$1,000.00
Family Court Elevator#2	$250.00	$500.00	$1,000.00
Family Court Elevator#3	$250.00	$500.00	$1,000.00
Family Court Elevator#4	$250.00	$500.00	$1,000.00
Family Court Elevator #5	$250.00	$500.00	$1,000.00
Total for all locations	$6,250.00	$12,500.00	$26,000.00

ATIS ELEVATOR (YR 4 PRICING)

LOCATION	Semi Annual Inspection	Annual Inspection	Full Load Inspection (1 inspection during the 5 year term)
County Office Building, Elevator #1	$250.00	$500.00	$1,000.00
County Office Building Elevator #2	$250.00	$500.00	$1,000.00
County Office Building Elevator #3	$250.00	$500.00	$1,000.00
County Office Building Elevator #4	$250.00	$500.00	$1,000.00
County Office Building Elevator #5	$250.00	$500.00	$1,000.00
County Office Building Elevator#6	$250.00	$500.00	$1,000.00
Mercantile Building Elevator #1	$250.00	$500.00	$1,000.00
Mercantile Building Elevator#2	$250.00	$500.00	$1,000.00
Department of Social Services Elevator#1	$250.00	$500.00	$1,000.00
Department of Social Services Elevator #2	$250.00	$500.00	$1,000.00
Albany County Health Department Elevator#1	$250.00	$500.00	$1,000.00
Albany County Mental Health Elevator#1	$250.00	$500.00	$1,000.00
Albany County Court House Elevator #1	$250.00	$500.00	$1,000.00
Albany County Court House Elevator#2	$250.00	$500.00	$1,000.00
Albany County Court House Elevator#3	$250.00	$500.00	$1,000.00

Albany County Court House Elevator#4	$250.00	$500.00	$1,000.00
Judicial Center Elevator#1	$250.00	$500.00	$1,000.00
Judicial Center Elevator#2	$250.00	$500.00	$1,000.00
Judicial Center Elevator#3	$250.00	$500.00	$1,000.00
Judicial Center Elevator#4	$250.00	$500.00	$1,000.00
Family Court Elevator#1	$250.00	$500.00	$1,000.00
Family Court Elevator#2	$250.00	$500.00	$1,000.00
Family Court Elevator#3	$250.00	$500.00	$1,000.00
Family Court Elevator#4	$250.00	$500.00	$1,000.00
Family Court Elevator #5	$250.00	$500.00	$1,000.00
Total for all locations	$6,250.00	$12,500.00	$25,000.00

ATIS ELEVATOR (YR 5 PRICING)

LOCATION	Semi Annual Inspection	Annual Inspection	Full Load Inspection (1 inspection during the 5 year term)
County Office Building, Elevator #1	$275.00	$550.00	$1,100.00
County Office Building Elevator #2	$275.00	$550.00	$1,100.00
County Office Building Elevator #3	$275.00	$550.00	$1,100.00
County Office Building Elevator #4	$275.00	$550.00	$1,100.00
County Office Building Elevator #5	$275.00	$550.00	$1,100.00
County Office Building Elevator#6	$275.00	$550.00	$1,100.00
Mercantile Building Elevator #1	$275.00	$550.00	$1,100.00
Mercantile Building Elevator#2	$275.00	$550.00	$1,100.00
Department of Social Services Elevator#1	$275.00	$550.00	$1,100.00
Department of Social Services Elevator #2	$275.00	$550.00	$1,100.00
Albany County Health Department Elevator#1	$275.00	$550.00	$1,100.00
Albany County Mental Health Elevator#1	$275.00	$550.00	$1,100.00
Albany County Court House Elevator #1	$275.00	$550.00	$1,100.00
Albany County Court House Elevator#2	$275.00	$550.00	$1,100.00
Albany County Court House Elevator#3	$275.00	$550.00	$1,100.00

Albany County Court House Elevator#4	$275.00	$550.00	$1,100.00
Judicial Center Elevator#1	$275.00	$550.00	$1,100.00
Judicial Center Elevator#2	$275.00	$550.00	$1,100.00
Judicial Center Elevator#3	$275.00	$550.00	$1,100.00
Judicial Center Elevator#4	$275.00	$550.00	$1,100.00
Family Court Elevator#1	$275.00	$550.00	$1,100.00
Family Court Elevator#2	$275.00	$550.00	$1,100.00
Family Court Elevator#3	$275.00	$550.00	$1,100.00
Family Court Elevator#4	$275.00	$550.00	$1,100.00
Family Court Elevator #5	$275.00	$550.00	$1,100.00
Total for all locations	$6,875.00	$13,750.00	$27,500.00

	Semi Annual Inspection	**Annual Inspection**	**Full Load Inspection (1 inspection during the 5 year term)**
Grand Total	$30,000.00	$56,400.00	To Be determined as its dependant upon what year its done

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: October 21, 2025

Re: RFB 2025-070 Elevator Inspections

I have reviewed the bids received for RFB 2025-070 Elevator Inspections. As the lowest of the responsive bidders, I recommend awarding the contract to Insparisk, LLC for $42,750.00 plus an additional amount of $7,500.00 to cover unscheduled inspection services not included in the RFB scope of works, for the term of the contract.

Required CAB authorization will be obtained.

The projected term will be January 1, 2026 through December 31, 2030

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

DML:tas

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DANIEL P. McCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina,
Commissioner

FROM: Pamela O Neill Pamela
Purchasing Agent

DATE: October 24, 2025

RE: RFB 2025-070 Elevator Inspections

I am in receipt of your recommendation to award the aforementioned to Insparisk, LLC in the amount of $50,250.00

As Insparisk, LLC is the lowest responsible and responsive bidder, I concur with your recommendation.

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